



**Teton
Conservation
District
Est. 1946**

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**Teton Conservation District April 2020 Board Meeting
April 15, 2020 at 1:00 p.m. | Location: Zoom Video Conference**

Zoom Video Conference Invitation:

The April 2020 Teton Conservation District board meeting will take place via Zoom, a video conference platform. You may join the meeting from a phone, tablet, or computer.

If joining the meeting by computer or tablet, go to: <https://zoom.us/j/740691639>

If joining the meeting by phone, dial one of the following phone numbers (any should work):
(669) 900-6833, (346) 248-7799, (301) 715-8592, (312) 626-6799, (929) 205-6099, (253) 215-8782

If calling by phone, you will be prompted to enter this Meeting ID: 740 691 639

Meeting Members:

- Board Members:** Steve McDonald, Dave Adams, Nate Fuller, Bob Lucas, and Roby Hurley
- Associate Board Members:** Tom Breen, Sarah Hegg, Elizabeth Barczynski, and Bob Weiss
- Staff Members:** Emily Hagedorn, Robb Sgroi, Morgan Graham, Elyce Gosselin, Carlin Girard, Phoebe Coburn, and Tom Segerstrom
- Partners and Guests:** Luther Propst (Teton County Commissioner), Adam Clark (Natural Resource Conservation Service)

Agenda:

Minutes and Treasurer’s Report:	10 minutes
March 18, 2020 Regular Board Meeting Draft Minutes	
March 2020 Treasurer’s Report	
Agency Reports, Guests, and Public Comment:	15 minutes
Luther Propst (Teton County Commissioner)	
Adam Clark (Natural Resource Conservation Service)	
Board Reports:	10 minutes
Dave Adams: Health Insurance Options	
Roby Hurley: County Consent Approvals	
Staff Reports and Staff Action Items:	45 minutes
Full Circle Education Funding Request	
Game Creek Irrigation System Improvement Grant Agreement	
Slow Food in the Tetons Funding Request	
Bar W Agriculture Funding Request	
Wildfire Risk Overviews Contractor Agreement	
Nelson Engineering First Amended Agreement	
Old and New Business:	10 minutes
Executive Session:	30 minutes

(Move to enter into executive session under Wyoming State Statute 15-1-1-5 and 16-4-405 for the purpose of discussing one or more of the following: legal consultation and matters, appointment and personnel matters, national security, licensing or examinations, real estate transactions, donations, or other information classified as confidential by law.)

Teton Conservation District March 2020 Board Meeting Minutes
March 18, 2020 | 420 W. Pearl Ave., Jackson, WY

Attendees:

Teton Conservation District (TCD) Board of Supervisors: Steve McDonald*, Dave Adams*, Roby Hurley, Nate Fuller*, Bob Lucas*

TCD Associate Board Members: Sarah Hegg, Elizabeth Sack Barczynski*, Bob Weiss*

TCD Staff: Tom Segerstrom, Carlin Girard, Emily Hagedorn, Robb Sgroi, Morgan Graham, Phoebe Coburn, and Elyce Gosselin

Guests: Dan Leemon (Protect Our Water JH)*, Brad Nielson (Protect Our Water JH)*, Abigail Karin (Public)*

** Indicates attendees that joined the meeting via video conference from a phone or computer.*

Call to Order: Steve called the meeting to order at 1:05 p.m.

Minutes from the previous meetings: Nate moved to approve February 2020 meeting minutes. Roby seconded. All were in favor. Dave was absent for the vote.

Action Items:

Due to the COVID-19 pandemic, the original agenda for the March 2020 meeting was abbreviated to include only time sensitive necessary action items and discussion.

Robb introduced an action item regarding the release of a Request for Proposals (RFP) for a Wildfire Contractor. There was a discussion on the former contractor, the Public Purchase website, and local outlets for distributing the RFP. Steve suggested that the RFP be sent to High Country Resource Conservation and Development (RC&D). Dave Adams joined the meeting.

Roby moved to authorize TCD staff to: 1) release the RFP through Public Purchase and direct contacts, 2) select a bidder, and 3) develop a draft contract for board review at the April 15, 2020 regular meeting. Nate seconded. All were in favor.

Carlin introduced the action item regarding the disbursement of funds from TCD to the Bridger-Teton National Forest (BTNF) for the stream trailer project. **Dave moved to authorize Tom Segerstrom to sign the Collection Agreement between TCD and BTNF as the required step to transfer grant funds for stream trailer creation. Nate seconded. All were in favor.**

Nate announced that he was muting his phone to recuse himself. Robb introduced an action item regarding a funding request from Huidekoper Ranch for improvements to the Lockwood Ditch which is leaking and could cause irrigation water to be lost and flooding on adjacent private properties. There was discussion on the remaining funds in the Irrigation Infrastructure line item.

Dave moved to approve support for the grant application titled ‘Partial Lining of the Lockwood Ditch’ in the amount of \$3,080 from the FY 2020 budget line item titled ‘Irrigation Infrastructure.’ Bob seconded. The motion passed. Nate abstained.

Treasurer’s Report: Due to the extenuating circumstances abbreviated nature of the meeting, Steve entertained a motion to approve the Treasurer’s Report without verbal review, noting that the board had reviewed the written Treasurer’s Report in the board packet, which is posted on

the TCD website. **Nate moved to approve the February 2020 Treasurer's Report. Bob seconded. All were in favor.**

Action Items (cont.):

Carlin introduced an action item regarding a draft letter to the Teton County Board of County Commissioners (TCBCC) and Teton County staff suggesting a timeline and approach for wastewater planning efforts. Brad Nielson, board chair of Protect Our Water JH (POWJH), commented on POWJH's support for wastewater planning and their \$250,000 funding commitment. Brad commented that the TCD's letter puts forth a longer-term vision than what POWJH is envisioning. Roby recommend three changes to TCD's letter: 1) the letter should be directed to Town of Jackson Mayor, Town Council, and staff, in addition to the TCBCC and county staff, 2) the POWJH proposal and financial offering should be referenced, and 3) the final sentence of the last paragraph should require that the electeds respond to the letter. Roby offered this language for the final sentence: "TCD respectfully requests notification of when the TCBCC and Town of Jackson Mayor and Town Council will review and consider this request."

The timeline outlined in the letter and POWJH's funding commitment were discussed. Brad emphasized the urgency of the issue for POWJH and their donors; noting that POWJH's offer of \$250,000 in cost share funding is contingent on the process beginning in fiscal year 2021. There was a discussion on feasible timelines and the importance of a clear and combined town and county vision. The board briefly talked about tabling and revisiting TCD's letter later, however Roby expressed that there is some urgency in order for funds to be dedicated during the county's current budgeting process. **Dave moved to authorize the TCD Board Chair to sign the letter pertaining to Teton County wastewater planning with the three amendments outlined by Roby.** Carlin said he could capture the value of the POWJH partnership in the letter. Steve asked Roby to restate the amendments. **Roby made a friendly amendment to the motion to update the letter as follows: 1) correct the salutation to include both town and county electeds and staff, 2) reference and offer support for POWJH's financial offer, and 3) the closing sentence should respectfully request that the electeds respond to the letter.** Nate said there should be a mention of the urgency regarding the JHCWC funding. There was a discussion regarding Alta. **Roby added to the amendment to include additional clarity regarding the geographic constraints of wastewater planning efforts to include Alta. Nate seconded the amended motion. All were in favor. Bob did not vote** (possibly because of technological difficulties, he was temporarily unreachable over video conference). **The motion carried.**

Abigail Karin commented that she was thankful for the opportunity to listen to the board meeting remotely.

Morgan reported on conversations with Rich Ochs requesting TCD staff time for data analysis and GIS work dedicated to COVID-19 prevention efforts. There was a discussion on what level of TCD staff time allocated to COVID-19 efforts is appropriate. Elizabeth commented the importance of testing and prevention of the disease. The board did not express reservations about TCD staff time being dedicated to support Teton County Emergency Management. Tom said he would work with staff to ensure an appropriate level of staff resources are being dedicated.

Tom said the initial draft FY 2021 budget is available for board review and will be sent via email. Further review of the draft will occur.

Staff Reports:

Due to the abbreviated nature of the meeting, the staff did not provide verbal staff reports.

Emily Hagedorn's (Administrative Manager) written staff report included information on the Wyoming Association of Conservation Districts (WACD) certification training, the draft FY 2021 Budget, the System for Award Management Renewal, WACD Legislative Updates/Senate File 108, and upcoming TCD Calendar of Events.

Robb Sgroi's (Land Resources Specialist) written staff report included two action items that will be delayed until the April 15, 2020 board meeting: 1) a funding request from Full Circle Education and 2) an agreement for the Small Water Project Program (SWPP) project titled 'Game Creek Irrigation System Improvement.' Robb's written staff report also included information on SWPP updates, University of Wyoming's Haub School, the Natural Resources Conservation Service Local Work Group meeting, invasive species, rangeland monitoring, and Wildfire Risk Reduction Program updates. TCD received no requests for development reviews this month.

Morgan Graham's (GIS & Wildlife Specialist) written staff report included information on Partners in Conservation grants, the hiring process for the Natural Resources Technician, the Recreation-Wildlife Co-Existence meeting, social media posts, the Jackson Hole Wildlife Foundation's Memorandum of Agreement, Farmstead Cider updates, sage-grouse surveys, lidar derived canopy height models for great gray owls research, native cover crops for weed control, and Information Technology (IT) updates.

Elyce Gosselin's (Natural Resources Technician) written staff report included information on the map of TCD-funded projects, wildlife-vehicle collisions data, mule deer surveys, Hoback drinking water work, the Streambank Stabilization Workshop, and a summary of Land Ownership Types.

Carlin Girard's (Water Resources Specialist) written staff report included one action item that will be delayed until the April 15, 2020 meeting regarding an amendment to the contract with Nelson Engineering. Information items in Carlin's written staff report included Hoback Drinking Water Stakeholder Group updates, Septic Effluent Monitoring Study updates, Microbial Source Tracking Study site visit, the Wild and Scenic River Workshop, and the Bank Stabilization Workshop.

Phoebe Coburn's (Communications Specialist) written staff report included information on board meeting packets formatting, TCD's blog, the Karns Meadow sign project, Jackson Hole Clean Water Coalition updates, the Bank Stabilization Workshops, the Hoback Drinking Water Public Meeting, Partners in Conservation grants, the new Agriculture Funding one-pager, and updates to the Wildfire Risk Reduction Program webpage.

Tom Segerstrom’s (Executive Director) written staff report included information on strategic planning, the Teton County Public Works quarterly meeting, vehicle/fuel status report, hiring for the Natural Resources Technician, the FY 2021 Budget Process, the Teton County GIS Policy Committee meeting, Integrated Solid Waste and Recycling updates, and Sage Grouse Technical Team updates.

Executive Session:

Dave moved to enter into executive session at 2:13 p.m. under Wyoming State Statute 15-1-1-5 and 16-4-405 for the purpose of discussing real estate matters. Roby seconded. All were in favor.

Dave moved to adjourn executive session and reconvene the regular meeting at 2:36 p.m. Roby seconded. The motion passed.

Adjournment:

Dave moved to adjourn the regular meeting at 2:37 p.m. Bob seconded. The motion passed.

Submitted by: _____
Phoebe Coburn Date

Supervisor: _____
Date

Supervisor: _____
Date

Supervisor: _____
Date

Emily Hagedorn, Administrative Manager

Information Items:

Program Area: Administration

- **Grand Teton National Park/United States Geological Survey Pass-Through:** In order to complete our agreement for the Fiscal Year 2019 Moose gaging station funding pass-through, I provided a Standard Form 425 to Tina Holland (National Park Service). I have also submitted a Standard Form 424 (plus additional attachments) to Simeon Caskey (Grand Teton National Park) for the Fiscal Year 2020, to request for reimbursement for this year's Moose gaging station project. We should receive those funds shortly.
- **WACD Biennium Lab Funds Reimbursement:** I am submitting our reimbursement request to the Wyoming Department of Agriculture. We will receive \$3882 back from them. It is possible that if necessary, we may do a second request if other Conservation Districts don't end up requesting all of their shares of the total money available.
- **FY2021 Draft Budget:** I've been refining budget numbers for the draft budget and anticipating possible expenses for the upcoming year.
- **Partners in Conservation Grants:** I've been collecting the award letters from Staff, sorting out the pre-funded from the reimbursement grants, and putting hard copies of the grant and award letters into a binder for our records.
- **Local Government Liability Pool:** I'm completing our insurance renewal package for FY21, which is due May 1, 2020.
- **Flat Creek Watershed Improvement District (FCWID):** I've been assisting Deb, Administrative Manager for the FCWID, with questions related to Open Meeting Laws, Bonding, and other topics.

Upcoming TCD Calendar of Events:

	April 2020	
April 15	Regular Board Meeting	1pm TCD Office/Zoom
	May 2020	
May 20	Regular Board Meeting	1pm TCD Office/Zoom

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Agriculture

Small Acreage Agriculture: Full Circle Education (FCE) prepared an application (see Supplemental Materials) requesting financial support for programming, directed towards teaching gardening, raising and processing chickens, and utilization of game meat. The request is similar to a previous FCE grant request that was supported by TCD in FY 2019.

Recommended Motion: *Move to authorize funding for Full Circle Education's budget line item request in the amount of \$2,705.00, from the FY2020 line item titled 'Indoor Agriculture,' from the TCD Agriculture Program Area.*

Small Water Project Program (SWPP): An agreement for the SWPP project titled 'Game Creek Irrigation System Improvement' was prepared in cooperation with Nicole Krieger (see Supplemental Materials for the agreement; electronic links to Appendix A (SWPP application) and Appendix B (Wyoming Water Development Commission-TCD agreement) are hyperlinked [here](#) and [here](#)). The agreement describes the roles and responsibilities of the Agency (Wyoming Game and Fish Commission) and TCD in the administration of the project. This agreement had a higher degree of complexity as both local and state governments needed to address details, such as their respective immunities. The development of the agreement involved my information sharing with Nicole Krieger, then Nicole working directly with the Assistant Attorney General to draft the agreement.

Recommended Motion: *Move to authorize the Board Chair to sign the agreement titled 'Game Creek Irrigation System Improvement,' Grant Agreement No. R00934.*

Agricultural Producer Outreach: Slow Food in the Tetons is responding to the closure of the Winter Farmers' Market, by developing an online ordering system and distributing local products out of the FarmStand. This project (see Supplemental Materials) will create a market for local producers for a minimum three-month timeframe.

Recommended Motion: *Move to authorize funding for Slow Food in the Tetons' budget line item request in the amount of \$8,000.00, including \$1,200.00 from the FY2020 line item titled 'Ag Producer Outreach', from the TCD Agriculture Program Area, and \$6,800.00 from the FY2020 line item titled 'Indoor Agriculture' from the TCD Agriculture Program Area.*

Restoration of Lands for Agricultural Productivity: Tavner Wilson's request (see Supplemental Materials) for support will contribute towards improvements to a ten acre parcel he leases from Meredith Wilson. The project will include soil testing before and after improvements, taking the land out of production for one year, planting cover crop on both tilled and non-tilled lands, and grazing the lands. The proponent considers this to be a pilot project and intends to expand the acreage where these practices are applied- if successful- and will communicate results to other producers.

Recommended Motion: *Move to authorize funding for Bar W Agriculture's budget line item request in the amount of \$4,622.00, including \$3,000.00 from the FY2020 line item titled 'Agricultural BMP Plans' in the TCD Agriculture Program Area, and \$1,622.00 from the FY2020 line item titled 'Indoor Agriculture' from the TCD Agriculture Program Area.*

Program Area: Restoration and Sustainability

Wildfire Risk Reduction Program: A Request for Proposals was released by TCD, for a contractor to conduct Wildfire Risk Overviews. Staff will recommend a contractor to the Board, and will have a draft contract prepared, by the April 15, 2020, regular meeting.

Recommended Motion: *Move to authorize the Board Chair to sign the contract between TCD and the selected independent contractor, to conduct Wildfire Risk Overviews for TCD's Wildfire Risk Reduction Program.*

Information Items:

Program Area: Agriculture

- **Small Water Project Program (SWPP):**
 - Wyoming Water Development Commission (WWDC) approved each of TCD's five (5) SWPP grants. This news was conveyed to proponents.
 - WWDC tabled decision on approval of the application for a Level I Watershed Study of the Hoback and Greys River drainages until May 2020
- **NRCS & WDA:**
 - Worked with Phoebe and Natural Resources Conservation Service in planning the annual Local Working Group meeting
 - Managing requests for agricultural support, for WY Dept of Agriculture's Specialty Crop grants and TCD's grants
- **Invasive Species, Rangeland Monitoring and Management:**
 - Facilitated permittee/Forest conversation on landscape scale management of invasive species in the Porcupine Squaw grazing allotment, Wyoming state land parcel, and surrounding grazed and ungrazed private lands
 - Facilitated information-sharing on grazing opportunities of former Kohl Ranch in the Upper Gros Ventre, now under Forest Service ownership. Big Cow Allotment permittee requested help due to short timeframe, and Forest Service not allowing grazing on former Kohl Ranch

Program Area: Restoration and Sustainability

- **Wildfire Risk Reduction Program (WRRP):** Communicating with regional partners and national groups to share the information management system TCD & AgTerra developed for Wildfire Risk Overviews

Program Area: Planning and Development

- **Development Reviews:** TCD, as a member of Teton County Planning's Planning Review Committee (PRC), received one request for development review since March 2020, and is preparing comments.

Program Area: Administration

- **Natural Resource Technician:** Participated in interviews for the Technician position.
- **Meeting COVID Cancellations:** Numerous meetings and events have been cancelled. Cancellations have included the UW Haub School project, the Greater Yellowstone Coordinating Committee's air quality group's annual meeting, and the quarterly Teton Area Wildfire Protection Coalition meeting.



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application

Project Title: **Sustainable Living Workshop Series**

Date submitted: **03/04/2020** Application ID: **FY20_AGR_004**

Applicant Information:

Applicant Representative: **Haley Slone**

Applicant Entity: **Full Circle Education**

Type of applicant: **Nonprofit**

Mailing address: **5115 Country Club Dr., Victor, ID, 83455**

Phone: **(703) 431-1955**

Email: **haley@tetonfullcircle.org**

Project Information:

Total Project Budget: **\$5,410**

Funding Requested: **\$2,705**

Project Start Date: **04/18/2020**

Anticipated Project End Date: **10/31/2020**

Program Area(s): **Agriculture, Restoration & Sustainability, Wildlife, Education**

Grant Information:

Grant Type: **Line Item Request**

Requested Funding Schedule: **In advance**

Requested Final Report Deadline: **February 1, 2021**

Assigned Staff Member(s): **Robb Sgroi**

Applicant Signature:

Name: **Haley Slone**

Date: **03/04/2020**

Teton Conservation District Grant Application Narrative

Applicant Entity: Full Circle Education

Project Title: ReWilding Workshop Series

Date: 2/28/20 **Application ID:** FY20_AGR_004

Please Note: Strong grant application narratives will speak to Teton Conservation District's mission, and present a cohesive set of goals and deliverables that must clearly relate to your budget components. Teton Conservation District's mission is to work with the community in the conservation of natural resources for the health and benefit of people and the environment.

1. ***Please outline the primary goals of your project in bullet form. You may add bullets as necessary. (200 words max.)***
 - To provide workshops for our mountain community that will build life-long skills that promote health, self-sufficiency, and principles of conservation, including stewardship of the land and natural resources
 - To provide opportunities for community members to learn how to “live more lightly” on the land and utilize local resources as our ancestors did for making soap from animal fat, foraging for wild edible plants, maintaining healthy soil, field dressing and butchering wild game and domesticated animals

2. ***Describe how Teton Conservation District funding would support the goals of the project. (200 words max.)***

Receiving funds from Teton Conservation District would greatly support the goals of this project by allowing us to provide these workshops at an affordable cost to local community members in Teton County, WY and Teton Country, ID (\$10 to \$35). These funds would help subsidise the costs for participants equitably. Additionally, they would help pay educators a competitive rate for their high-level instruction during workshops. Finally, these funds will allow Full Circle Education to purchase the perfect animal for the field dressing and butchering portions of this project: an organic adult sheep that will simulate a deer.

3. ***Provide a project overview, including specific bulleted deliverables described in measurable terms. (400 words max.)***

This project will be a series of Sustainable Living Workshops called the “ReWilding Series.” Five of the eleven workshops will be taught by the knowledgeable and loved, Kevin Taylor, of Jackson, WY, who has taught these popular workshops for Full Circle Education in the past. Other knowledgeable educators are small farmers located in Alta, WY, and Victor, ID. Here is a list of the workshops in this series that will be assisted by this grant, along with deliverables in measurable terms:

Workshops with Kevin Taylor:

- **Soap Making:** Community members will learn how to make their own soap with naturally occurring ingredients. They will be able to walk away with

Teton Conservation District Grant Application Narrative

Applicant Entity: Full Circle Education

Project Title: ReWilding Workshop Series

Date: 2/28/20 **Application ID:** FY20_AGR_004

soap to take home and the skills of how to make it again, on their own, in the future.

- **Wild Edible Plant Walk:** Community members will gain local knowledge on what plants they can forage in their yard (disturbed soil), in the woods (undisturbed soil), and in between. They will be able to taste plants on-site, while taking notes and specimens in order to remember and identify plants on their own in the future. These skills will allow people to use wild and edible plants as food and medicine in their lives to come.
- **Hide Tanning:** Community members will learn how to tan animal hides with traditional methods and modern tools at Kevin Taylor's home in Jackson, WY. Participants will learn how to use all parts of the animal to make for an ethical hunt and humane slaughter. No toxic chemicals will be used.
- **Field Dressing:** Community members will walk away from this workshop feeling confident in proper field dressing etiquette. Participants will learn how to field dress wild and domesticated animals by working alongside professional Kevin Taylor while he dresses an adult sheep. Participants will walk away with knowledge of how to skin the animals, remove the internal organs, and quarter a recently killed animal, as well as safely dispose of the "gut"
- **Butchering:** Community members will learn how to butcher the same animal that was killed for the field dressing workshop: it will be an adult sheep to simulate what it would be like to do these steps on a deer. These skills will be transferable to multiple different species. When participants go out and hunt on their own, they will know how to take care of the animal hunted in the most ethical and sustainable manner without anxiety or fear.

Additional Workshops:

- **Garden Beds:** Community members of Teton County WY, and ID, will learn to access and build different models of garden beds, based on location of the bed, kind of soil and land features on their property. Participants will learn about: double dug beds, mechanically shaped beds and raised beds. Participants will gain knowledge and mentorship for their future garden projects. This workshop will be taught by Derek and Kamise of "Roots of the Past Farm" in Victor, ID.
- **Soil Prep:** Ken & Erica of Full Circle Farm in Victor, ID will educate community members of Teton County, WY and ID, about what it takes to cultivate healthy soil, including: how much and what kind of compost to add to your soil, proper soil aeration, adding manure and the fundamentals of biodynamic preps. Participants will get to take part in stirring and spreading a biodynamic prep first hand, and will be able to take some home to spread in their own gardens.

Teton Conservation District Grant Application Narrative

Applicant Entity: Full Circle Education

Project Title: ReWilding Workshop Series

Date: 2/28/20 **Application ID:** FY20_AGR_004

- **Raising Backyard Laying Chickens:** Community members of Teton County, WY and ID, will have the opportunity to tour “Forging Farmers” chicken coop in Victor, ID. These small scale farmers will create great mentorship for anyone interested in raising backyard chickens for fresh and wholesome eggs.
- **Raising Backyard Meat Chickens:** Community members of Teton County, WY and ID, will have the opportunity to tour “Purely By Chance Farm” in Alta, WY, to learn about how to raise backyard meat chickens.
- **Processing Meat Chickens:** Community members of Teton County, WY and ID, will have the opportunity to visit “Purely by Chance Farm” in Alta, WY, again (if they attended the previous workshop), to learn about processing meat chickens. Participants can choose whether they want to be hands-on in this process, or not. Purely by Chance farmers will educate participants about ethical and humane meat chicken processing, and allow them the opportunity to process 20 meat chickens for hands-on learning in a safe environment.
- **“No Till” Gardening:** Community members of Teton County, WY and ID, will have the opportunity to learn about the “No Till” gardening method: improve soil health and create an underground network to prevent weeds and pests. Participants will be able to peel up the layers of soil with their hands, to uncover what this method looks like in a working garden. This workshop will be taught by the “Forging Farmers” in Victor, ID.

4. *How will you evaluate how well you reached your goals and accomplished your deliverables? (200 words max.)*

We will know if and how we accomplished our deliverables when we receive feedback from participants. Feedback will be received the moment the workshop comes to a close and will continue to be solicited when participants use these skills in the real world and report back to us on their experiences.

5. *Please list your partners and briefly describe the role they play in your project. (200 words max.)*

- Kevin Taylor- hosting the hide-tanning workshop at his home in Jackson, WY
- Forging Farmers- hosting and teaching from their farm in Victor, ID
- Purely by Chance Farmers- hosting and teaching from their farm in Alta, WY
- Roots of the Past Farmers- hosting and teaching from their farm in Victor, ID
- Seniors West of the Tetons- hosting FCE in their kitchen for the Soap Making workshop with a rental fee
- Cane Water and Snowdrift Farm in Victor- hosting us for the edible plant walk
- Kevin Taylor- hosting the hide tanning workshop in his home

Teton Conservation District Grant Application Narrative

Applicant Entity: Full Circle Education

Project Title: ReWilding Workshop Series

Date: 2/28/20 **Application ID:** FY20_AGR_004

- Full Circle Farm- hosting and teaching the soil workshop, and hosting the field dressing workshop- hosting the animal before it is slaughtered, and letting us store the carcass in their walk-in refrigerator
- Wildwood Room in Victor- letting us rent their commercial kitchen for the butchering workshop

6. Additional information. (Optional, 200 words max.)

This is a project that Teton Conservation District has funded before, with great success. Full Circle Education is eternally appreciative of Teton Conservation District's historical generosity and support. In 2018, Teton Conservation District wrote Full Circle Education a grant for \$3,500 for a series of 9 different workshops similar to the ones described here.

It is of Full Circle Education's mission to deliver top notch educational opportunities to our community, which spans both sides of the Tetons, at an affordable rate. Over the years, Kevin Taylor has proven himself to lead the most sought after, organized, educationally dense, hands-on, place-based workshops. We hope to be able to offer his services year-after-year to as many people as we can. We also understand that there are many diverse farmers and educators surrounding the Tetons, and we want to expand our educational pursuits by including new and diverse educators. Our workshop expansion is important for the collaboration of sustainable teachers and learners on all sides of the Tetons. We plan to market our workshops heavily to the greater Jackson Hole area to make sure everyone in the area has the opportunity to engage in these workshops. More attendance and engagement from the Jackson area, like Kevin Taylor, will help us expand our programming to offer more workshops on both sides of the Tetons year after year.

**GRANT RECIPIENT AGREEMENT BETWEEN
THE WYOMING GAME AND FISH COMMISSION
AND
TETON CONSERVATION DISTRICT**

Grant Agreement No.: R00934
Grantor Project No.: 2020-01
Project Title: Game Creek Irrigation System Improvement
Grant Amount: \$28,200.00
Performance Period: October 17, 2019 through November 1, 2021

Agency Project Coordinator: Anna Senecal, 307-249-5815 / Anna.Senecal@wyo.gov
Grantor Project Coordinator: Robb Sgroi, 307-733-2110 / Robb@Tetonconservation.org

1. **Parties.** The parties to this Grant Recipient Agreement (Agreement) are the Wyoming Game and Fish Commission, by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006 and the Teton Conservation District (Grantor), whose address is: P.O. Box 1070/420 W. Pearl Avenue, Jackson, Wyoming, 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Grantor shall provide grant funds to the Agency to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from October 17, 2019 through November 1, 2021 (Performance Period). All services shall be completed during this term.
4. **Payment.**
 - A. In accordance with Wyo. Stat. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Grantor hereby grants an amount not to exceed twenty-eight thousand, two hundred dollars and zero cents (\$28,200.00) to the Agency to perform the activities directly related to the project described herein during the term of this Agreement.
 - B. Of these total funds, twenty-three thousand, two hundred dollars and zero cents (\$23,200.00) originate from the Wyoming Water Development Commission (Commission) Small Water Project Program, administered by the Grantor. Distribution of these funds shall be up to twenty-three thousand, two hundred dollars and zero cents (\$23,200.00), or fifty percent (50%) of total project costs, whichever is less.

- C. In addition to the funds received from the Commission, the Grantor agrees to reimburse the Agency with Grantor funding of five thousand dollars (\$5,000.00), or ten percent (10%) of actual costs, whichever is less.
 - D. Payment of funds from the Grantor to the Agency shall be made following receipt by the Grantor of proper documentation of expenditures, and within thirty (30) days of the Grantor's receipt of funds from the Commission, as more particularly set forth in Paragraph 6.J below.
 - E. Each payment obligation of the Grantor is conditioned upon the availability and payment of funds from the Commission, as appropriated or allocated for the payment of this obligation. If funds from the Commission are not allocated and available for the project, or if funds from the Commission are otherwise discontinued, the Agreement may be terminated by the Grantor at the end of the period for which the funds are available. The Grantor shall notify the Agency at the earliest possible date if funds are not going to be available, and of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Grantor in the event this provision is exercised, and the Grantor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Grantor to terminate this Agreement in order to provide similar services to another party or landowner.
 - F. No payment shall be made for work performed or materials purchased before both:
 - (i) The Grantor provides the Agency with a copy of the "Notice to Proceed" letter from the Wyoming Water Development Office; and
 - (ii) The Effective Date of this Agreement, unless approval for such expenditures was issued in advance.
 - G. Any unused portion of funds will be returned from the Agency to the Grantor no later than ninety (90) days after this Agreement expires or the project is complete, whichever is earlier. In addition, the Agency specifically agrees that in the event it fails to complete the project under the terms of this Agreement, the Agency will refund all monies received for the project from the Grantor. All refunded monies received by the Grantor that were obtained from the Commission will be returned to the Commission.
5. **Project Activities.** The project activities to be performed by the Agency are:
- A. Implement Game Creek irrigation system improvements pursuant to guidelines described in Exhibit A, Game Creek Irrigation System Improvement Project

Application, a copy of which is attached to and incorporated into this Agreement by this reference.

6. Responsibilities of Agency. The Agency agrees to:

- A.** Use grant funds only for the activities specified in this Agreement. No other use is authorized.
- B.** Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Grantor upon request.
- C.** In instances where the land on which the project is being conducted is not owned by the Agency, provide a copy of the agreement between the landowner and the Agency demonstrating that the landowner has approved the project.
- D.** Acquire and submit to the Grantor for approval all public access agreements, permits, plans and specifications, funding participation agreements, and construction budgets requested by the Grantor.
- E.** Acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:
 - (i)** Substantiation of the public benefit that will be derived from the project;
 - (ii)** Certification by an appropriate land management or resource management entity that the project will meet expectations and that appropriate engineering standards, as approved by the Grantor, will be adhered to;
 - (iii)** Right-of way, public access agreements and option agreements;
 - (iv)** Easements on public lands, if required;
 - (v)** Environmental assessments;
 - (vi)** Section 401, Clean Water Act, Certification;
 - (vii)** Section 404, Clean Water Act, Permit;
 - (viii)** DEQ Permit to Construct;
 - (ix)** Final Plans and Specifications approved by the Grantor;
 - (x)** Incidental work required to prepare the project for construction;

- (xi) Approval by the Grantor of final plans specifications and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (i) through (x) above.
- F. The Agency shall not initiate implementation of or commence construction on the project prior to receipt of the written approval of the Grantor.
 - G. In instances where the land on which the project is being conducted is not owned by the Agency, the Agency shall, with assistance from the Grantor if requested, secure permission from the landowner allowing the Grantor and the Grantor's representatives, as well as the Commission and the Commission's representatives, access onto project site for inspection and to collect necessary resource data, defined by Wyo. Stat. § 6-3-414. The Agency shall assist in any logistics/planning necessary to ensure the above access is available.
 - H. The Agency shall have settled all claims, paid all project expenses, and submitted for all reimbursement funds by September 1, 2021. No funds will be paid by the Grantor for expenditures made after the end-date specified, and the Agency shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
 - I. The Agency shall ensure the continued operation and maintenance of the Project via a plan with the landowner and/or infrastructure owner or otherwise, which plan shall delineate responsibilities for all costs, including labor, for all operation, maintenance and repairs.
 - J. Remit the following information prior to final reimbursement:
 - (i) Final inspection and certification of completion by Agency and Agency's Professional Engineer or Professional Geologist.
 - (ii) Before, during, and after photographs of the project.
 - (iii) A copy of an operation and maintenance plan for the project, which shall be developed in accordance with accepted engineering practices.
 - (iv) Signed contractor invoices.
 - (v) Any applicable finalized State Engineer's Office paperwork
 - (vi) As built drawings.
7. **Responsibilities of Grantor.** The Grantor agrees to:

- A. Make grant funds available to the Agency as specified above and in Exhibit B, Wyoming Water Development Commission Agreement, a copy of which is attached to and incorporated into this Agreement by this reference. Grant funds will be disbursed by the Grantor to the Agency upon approval of this Agreement by all parties.
- B. Review materials, permits, documents, and other materials submitted by the Agency in a timely manner.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Audit and Access to Records.** The Grantor and its representatives shall have access to any books, documents, papers, and records of the Agency related to this Agreement or the project.
- C. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- E. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages; Exhibit A, Game Creek Irrigation System Improvement Project Application, consisting of ten (10) pages; and Exhibit B, Wyoming Water Development Commission Agreement, consisting of six (6) pages; represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- F. Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantor's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- G. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- H. Termination of Agreement.** This Agreement may be terminated upon written notification delivered in person or by regular mail, if either party fails to perform in accordance with the terms of this Agreement.
- I. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

WYOMING GAME AND FISH COMMISSION:

John Kennedy, Deputy Director
Wyoming Game and Fish Department

Date

Meredith Wood, Chief Fiscal Officer

Date

GRANTOR:

Teton Conservation District

Steve McDonald, Chair, Board of Supervisors
Authorized Signatory for Grantor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Assistant Attorney General

Date

GF37
AG Rev 12/10/2018
Contract # 188779



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application

Project Title: **Online People's Market**

Date submitted: **03/25/2020** Application ID: **FY20_AGR_005**

Applicant Information:

Applicant Representative: **Scott Steen**

Applicant Entity: **Slow Food in the Tetons**

Type of applicant: **Nonprofit**

Mailing address: **PO Box 7290, Jackson, WY, 83001**

Phone: **(406) 579-7852**

Email: **tetonslowfood@gmail.com**

Project Information:

Total Project Budget: **\$25,700**

Funding Requested: **\$8,000**

Project Start Date: **03/23/2020**

Anticipated Project End Date: **06/01/2020**

Program Area(s): **Agriculture**

Grant Information:

Grant Type: **Line Item Request**

Requested Funding Schedule: **In advance**

Requested Final Report Deadline: **August 1, 2020**

Assigned Staff Member(s): **Robb Sgroi**

Applicant Signature:

Name: **Scott Steen**

Date: **03/25/2020**

Teton Conservation District Grant Application Narrative

Applicant Entity: Slow Food in the Tetons

Project Title: Online People's Market

Date: 3/22/20 **Application ID:** FY20_AGR_005

1. Please outline the primary goals of your project in bullet form. You may add bullets as necessary. (200 words max.)

- To increase access to locally produced food during the COVID-19 virus.
- To offer an alternative distribution network for local food and farmers as a result of cancelled Winter People's Markets due to COVID-19.
- To offer an alternative distribution network for local food and farmers in the case of cancelled summer farmers markets (People's Market, Jackson Hole Farmers Market, Teton Valley Farmers Market) due to COVID-19.
- To offer an additional food distribution resource for small farmers into the future.

2. Describe how Teton Conservation District funding would support the goals of the project. (200 words max.)

Slow Food in the Tetons is working quickly to create an online farmers market in response to the recent COVID-19 outbreak. We are collaborating with project partners such as the Community Foundation of Jackson Hole, Hold Food Rescue, Teton County Environmental Health and many more, all members of a newly assemble response team to combat and respond to new food insecurity gaps in our community. Slow Food in the Tetons has been tasked with the role of making sure that there is a system in place for local food to continue to be distributed.

Teton Conservation District funding would support materials and staff time training, marketing, managing and maintaining an online farmers market. The online platform is called Local Food Marketplace and we are moving forward with the initial setup steps. The market will be based out of the Slow Food Farm Stand and will open as soon as early April 2020. With the recent cancelation of the remaining Winter People's Market and the potential for cancelled summer farmers markets throughout the community, area farmers who count on the markets for their well-being will require a new mechanism to sell and distribute food.

3. Provide a project overview, including specific bulleted deliverables described in measurable terms. (400 words max.)

The Online People's Market is a virtual farmers market. Examples of other similar markets can be found on the Local Food Marketplace website. Shoppers will select food items (only food items) from a screen of options organized by food type and add them to a shopping cart. Example of food items could include quinoa, split peas, barley, mushrooms, ground beef, cube steak, lamb, garlic, micro-greens, turnips, honey, sauerkraut and cheese. Shoppers will then pick up their box of food once per week at the farm stand. Food drop off, assembly and pickup will follow the specific food handling and safety protocols issued by the Teton County

Teton Conservation District Grant Application Narrative

Applicant Entity: Slow Food in the Tetons

Project Title: Online People's Market

Date: 3/22/20 **Application ID:** FY20_AGR_005

Environmental Health. On the other end, food purveyors will upload their inventory of available products once per week with support from Slow Food staff and volunteers. Slow Food in the Tetons will manage the orders, the food drop-off, the food assembly, pickup, accounting (including weekly vendor payment), safety protocols and marketing. We will work with partners to also offer food delivery to those in need.

Key deliverables:

1. Work with project partners to coordinate a response to COVID-19 food insecurity.
2. Bring on one an extra staff member (added 20 hours/week) to support this project for the next three months.
3. Have the website built, train staff and volunteers to use the system.
4. Locate and train food producers to use the online market. Here is the list of early adopters.
 - a. Chasing Paradise Farms
 - b. Cosmic Apple Gardens
 - c. Farmer Fred
 - d. Huidekoper Ranch
 - e. Killpecker Creek Farms
 - f. Larks Meadow Farms
 - g. Mead Ranch
 - h. Morning Dew Mushrooms
 - i. Penfold Farms
 - j. Quality Food Distributors
 - k. Teton Maple Exchange
 - l. Vertical Harvest
 - m. Western Montana Growers Cooperative
5. Reopen the Slow Food Farm Stand, clean, organize and purchase a 41 cubic food freezer.
6. Schedule dates for the ordering period, vendor food drop off, order assembly, and customer pickup.
7. Work with the Teton County Food Insecurity Working Group to coordinate drop-offs to customers who are in quarantine or members of a vulnerable population.
8. Market this service broadly through our Slow Food and partner channels.
9. Bring on new producers, reach out to other area farmers markets and expand if needed.

4. *How will you evaluate how well you reached your goals and accomplished your deliverables? (200 words max.)*

Once the site is up and running, we will track the number of local food producers who sell using the site, number of products sold, type of products sold, number of buyers, and types of food

Teton Conservation District Grant Application Narrative

Applicant Entity: Slow Food in the Tetons

Project Title: Online People's Market

Date: 3/22/20 **Application ID:** FY20_AGR_005

purchased by buyers. We will also allow Veggie Vouchers to be used to purchase food. We will track Veggie Voucher use. We will create a system to collect customer and producer feedback.

5. Please list your partners and briefly describe the role they play in your project. (200 words max.)

- The Community Foundation of Jackson Hole
 - They are funding the purchase of Local Food Marketplace software.
- The COVID-19 Food Access Working Group (Hole Food Rescue, One22, Mountains of Groceries, JH Senior Center, Good Samaritan Mission, Teton Science School, TCSD#1, Jackson Whole Grocer, Teton County Public Health, Children's Learning Center, Jackson Cupboard, Town of Jackson).
 - They are coordinating the local approach and actions to combat food insecurity during he COVID-19 virus.
- Area food producers. The list of early adopters is above.
 - They are providing the food.
- Local Food Marketplace
 - Providing software, training and technical support.
- Community Agriculture Alliance, Steamboat Springs, CO.
 - They have an existing Local Food Marketplace online market and have offered to help and advise if needed.

6. Additional information. (Optional, 200 words max.)

Thank you for the ongoing support!

Teton Conservation District Grant Application - Project Budget Worksheet

Applicant Entity: Slow Food in the Tetons **Project title:** Online People's Market
Date: 3/22/20 **Project ID:** FY20_AGR_005

Project Component/Activity Description	TCD Grant Funds Requested	Applicant Matching Funds (Cash)	Applicant Matching Funds (In- Kind)	Community Foundation Matching Funds (Cash or In-Kind)	Project Volunteers Matching Funds (Cash or In-Kind)	Total
Purchase/build website, train staff and volunteers (staff time)		\$1,000		\$1,400	\$500	2,900
Locate, train and support local food producers (staff time)		\$1,000	\$1,000			2,000
Purchase freezer				\$2,400		2,400
Project supplies for aggregating and distributing food	\$3,500					3,500
Project management, ordering, assembly, delivery (staff time)	\$2,000	\$5,400			\$1,000	8,400
Education and outreach materials, project collateral	\$2,500					2,500
Project administration, finances, planning (staff time)		\$2,000	\$1,000		\$1,000	4,000
TOTAL	\$8,000	\$9,400	\$2,000	\$3,800	\$2,500	25,700

Based on three months beginning March 16th, our best guess for the duration of CLOVID-19 and the effect on physical farmers markets



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application

Project Title: **Agricultural Soil Regeneration**

Date submitted: **03/26/2020** Application ID: **FY20_AGR_006**

Applicant Information:

Applicant Representative: **Tavner Wilson**

Applicant Entity: **Bar W Agriculture**

Type of applicant: **Business**

Mailing address: **955 Alta North Rd, Alta, WY, 83414**

Phone: **208-709-9671** Email: **tavnerwil@gmail.com**

Project Information:

Total Project Budget: **\$9,973** Funding Requested: **\$4,622**

Project Start Date: **05/01/2020** Anticipated Project End Date: **05/01/2021**

Program Area(s): **Agriculture, Restoration & Sustainability**

Grant Information:

Grant Type: **Line Item Request**

Requested Funding Schedule: **Reimbursement**

Requested Final Report Deadline: **February 1, 2021**

Assigned Staff Member(s): **Robb Sgroi**

Applicant Signature:

Name: **Tavner Wilson**

Date: **03/26/2020**

Teton Conservation District Grant Application Narrative

Applicant Entity: Tavner Wilson

Project Title: Agricultural Soil Regeneration

Date: March 17, 2020 **Application ID:** FY20_AGR_006

Please Note: Strong grant application narratives will speak to Teton Conservation District's mission, and present a cohesive set of goals and deliverables that must clearly relate to your budget components. Teton Conservation District's mission is to work with the community in the conservation of natural resources for the health and benefit of people and the environment.

1. Please outline the primary goals of your project in bullet form. You may add bullets as necessary. (200 words max.)

- Discover how much a single rest year using good soil practices can improve soil health.
- Enhance the natural resource that is our soil.
- Improve retained carbon, organic matter, and water holding capacity in our soil.
- Reduce tillage to maintain soil health and reduce input costs.
- Provide greater diversity in the soil through the use of cover crops.
- Reduce the use/need of synthetic fertilizers through soil nutrient cycling.
- Improve operation from being sustainable to being regenerative.
- Maximize root development and natural fertilizer through managed grazing.
- Make this a demonstration project to potentially apply to additional lands in the future.

2. Describe how Teton Conservation District funding would support the goals of the project. (200 words max.)

Funding from TCD will help; offset the resulting profit loss incurred from taking 10 acres temporarily out of production, the renting of a no-till drill, acquiring the cover crop mixture, temporary fencing/materials required to graze, and obtaining soil tests.

3. Provide a project overview, including specific bulleted deliverables described in measurable terms. (400 words max.)

The project will include 15 total acres, five of which will be the control from which to compare our progress to our conventional program. On 10 acres of what has been in barley production, we will plant a cover crop mixture on five acres of conventionally tilled ground, and five acres of non-tilled ground (for comparison). This mixture will include legumes to fix nitrogen, plants with tap roots in an effort to penetrate the hard pan, among others to promote diversity in the soil. After sufficient growth we will use a managed grazing system to promote further root development as well as provide natural fertilizer/nutrient cycling to the field. The following year we will no-till drill production barley back in these 10 acres with little or no synthetic fertilizer. To measure the progress of this soil we will be:

- Taking soil tests before, during, and after the use of the cover crops to assess the change in organic matter, soil respiration, and other soil nutrients.

Teton Conservation District Grant Application Narrative

Applicant Entity: Tavner Wilson

Project Title: Agricultural Soil Regeneration

Date: March 17, 2020 **Application ID:** FY20_AGR_006

- Doing penetration and infiltration soil tests before, during, and after the use of cover crops to measure improvement.
- Doing stand counts to compare production after the use of cover crops.

4. *How will you evaluate how well you reached your goals and accomplished your deliverables? (200 words max.)*

Based on soil workshops I have been attending, if we can show through our soil tests that we are gaining organic carbon and have greater CO₂ respiration, then we know we are improving the soil and the microbial activity therein, as well as water holding capacity. This is shown through the soil tests. The following year will also provide results as we plant barley again with little to no synthetic fertilizers. If we can still yield well, we can show that soil improvement practices in our area can reduce the need for synthetic fertilizers, enhancing a natural resource while lowering input costs.

5. *Please list your partners and briefly describe the role they play in your project. (200 words max.)*

As of right now, Friends of the Teton River (FTR) has tentatively agreed to assist us in this project by providing; penetration and infiltration tests, organic matter soil tests, stand counts to compare to a control field, yield clips to assess dry matter production, and root monitoring to assess below ground activity/growth. The Natural Resources Conservation Service is assisting in the creation and obtaining of a cover crop seed mixture, as well as consulting concerning the managed grazing.

6. *Additional information. (Optional, 200 words max.)*

The types of soil testing we want to do can be expensive and FTR may be financially limited on what they can provide with soil testing. However they will be doing their available tests on all 15 acres, whereas the funding we are requesting from TCD will only be for the 10 acres we plant cover crops on. Any financial assistance with soil testing would help us to be able to get more soil plots for a better overall picture of how the soil is changing. Something of note based on the workshops as well as the research I have done is that building healthy regenerative soils takes good practices over several years. I am hopeful that even one year can

Teton Conservation District Grant Application Narrative

Applicant Entity: Tavner Wilson

Project Title: Agricultural Soil Regeneration

Date: March 17, 2020 **Application ID:** FY20_AGR_006

show a positive difference, however the long-term results over several years of reduced tillage and fertilizers will offer even better feedback. The fencing is also a long-term investment as we try to hopefully continue these practices if proven successful, so in the future the cost to apply this practice to additional lands will cost even less. This project is an effort to kill two birds with one stone, improve soil health, and lower input costs. My hope is that this won't end on our farm, that if we can find a good method that works for our area that we can incentivize others involved in agriculture in our community to do the same.

Teton Conservation District Grant A

Applicant Entity: [Bar W Agriculture] **Project title:** [Agricultural soil regeneration]

Date: [Mar 17, 2020] **Project ID:** [FY20_AGR_006]

Project Component/Activity Description	TCD Grant Funds Requested
Traditional tillage on 5 acres, (chisel, cultivate, and pack) \$45/acre	
Planting on 10 acres, \$22/acre (Using no-till grain drill)	
Machinery operator labor, \$20/hr, estimated 9 hours	
No-till drill rental	\$ 200.00
Cover crop seed mixture, estimated at \$50/acre	\$ 500.00
Temporary fencing/associated grazing materials	\$ 1,072.00
NRCS consulting, \$50/hr, estimated 20 hours	
Soil sampling and gathering, \$66/hr, estimated 24 hours	
USU organic matter soil testing, \$18/test plus shipping	
Haney soil respiration test, \$50/test plus shipping. 2 tests on 2 plots, 3 times	\$ 720.00
Irrigation labor, \$15/hr, estimated 25 hours during three waterings	
Grazing/fencing labor, \$15/hr, estimated 25 hours	
Cash crop profit loss, 5 year average of \$213/acre	\$ 2,130.00
TOTAL	\$ 4,622.00

Partner #1: [Friends of the Teton River], **Partner #2:** [National Resources Conservation Service].

Application - Project Budget Worksheet

Applicant Matching Funds (Cash)	Applicant Matching Funds (In-Kind)	Partner #1 Matching Funds (Cash or In-Kind)	Partner #2 Matching Funds (Cash or In-Kind)	Total
	\$ 225.00			\$ 225.00
	\$ 220.00			\$ 220.00
	\$ 180.00			\$ 180.00
				\$ 200.00
				\$ 500.00
	\$ 150.00			\$ 1,222.00
			\$ 1,000.00	\$ 1,000.00
		\$ 1,584.00		\$ 1,584.00
		\$ 1,242.00		\$ 1,242.00
				\$ 720.00
\$ 375.00				\$ 375.00
	\$ 375.00			\$ 375.00
				\$ 2,130.00
\$ 375.00	\$ 1,150.00	\$ 2,826.00	\$ 1,000.00	\$ 9,973.00

17, March 2020

To Whom It May Concern,

As the managing partner of J & J Wilson LTD located in Alta, Wyoming, I give my support of Tavner and Lorin Wilson who rent my farm land on a year to year lease.

I support their desire and efforts to improve the soil quality of the land.

Sincerely,


Meredith Wilson

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
THE TETON CONSERVATION DISTRICT
AND **XXX****

This Independent Contractor Agreement (“the Agreement”) is made this **xx** day of **xx** , 2020 between the Teton Conservation District, a Wyoming Conservation District, (hereinafter “the District”), P.O. Box 1070, Jackson, WY 83001, and **Business Name, mailing address, Jackson, WY, 8300X** (hereinafter “the Contractor”).

RECITALS

WHEREAS the District desires to work with private landowners in Teton County, Wyoming to assess vegetation and infrastructure conditions on their properties, in order to provide recommendations for voluntary actions that could reduce risk to public safety and property loss from wildfire, utilizing the National Fire Protection Association’s (NFPA) Firewise curriculum, and the International Code Council’s International Wildland-Urban Interface Code; and

WHEREAS the Contractor is a recognized (**list qualification(s)**), has attended **the NFPA ‘Assessing Wildfire Hazards in the Home Ignition Zone’** seminar, maintains the requisite qualifications to conduct the Project, and desires to complete the Project for the District; and

WHEREAS the Contractor has been selected by the District through a competitive bidding process to conduct the Project as an Independent Contractor on the terms set forth in the Agreement; and

WHEREAS the District desires to contract with the Contractor to conduct on-site Wildfire Risk Overviews (“Overviews”) of current, on-the-ground conditions on not more than fifty (50) properties within Teton County, Wyoming between the **June 01**, 2020, and June 30, 2021; and

WHEREAS the scope of the entire Project is described in Exhibit 1, a copy of which is attached hereto and made a part hereof (the “Project”) and the Contractor has agreed to provide the following: all labor, expertise, and acquisition of permission by the landowner to conduct said Overviews at a specific time and date agreeable to each landowner for the production of products and deliverables outlined in Exhibit 1, including but not limited to: a Wildfire Risk Overview in .pdf format, produced using AgTerra MapItFast software and the existing ‘WRRP Form’ which is available within that software

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mutual Benefit. The District acknowledges that the Contractor has the necessary skills and qualifications to provide the services described in the Agreement, and the Contractor agrees to provide services to the District as described in the Agreement.
2. Term of the Agreement. The Agreement will be in effect beginning **June 01, 2020**, and will continue until July 07, 2021 (the “Term”).
3. Project. The Contractor agrees to complete the Project and to make available the Deliverable Products as set forth in Exhibit 1, Section I, B.
4. Payment. The Contractor will be paid based on invoices submitted by Contractor to the District monthly, on the closest working weekday to the 15th of each month, at a rate of **\$xx** per Overview. The total payment amount for this Agreement is Not to Exceed \$20,000.00. The Contractor agrees to submit Deliverable Products, as described in Exhibit 1, to the District within three weeks of receipt of each request for service from the District.
5. Employment of the Contractor. The Contractor shall be an independent contractor and shall not be considered an employee of the District and shall not receive any benefits from the District except as set forth in this Agreement. The Contractor shall assume sole responsibility for any debts that may be incurred by the Contractor in fulfilling the terms of the Agreement.
6. Taxes. The Contractor shall provide the District with a Tax Identification Number. It shall be the sole responsibility of the Contractor to pay all applicable federal and state taxes for itself and its employees. The Contractor is responsible for all payments for workers compensation; benefits and health insurance for the Contractor and his staff, as applicable. The District will provide the Contractor with an IRS Form 1099 for all payments rendered to the Contractor. The Contractor will likewise certify that all of the Contractor’s employees (if any) are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a).
7. Assignment. Neither party may assign the Agreement in whole or in part without the prior written consent of the other party.
8. Indemnity and Liability. The Contractor agrees to indemnify, hold harmless and defend the District against any and all causes of action, damages, claims, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys’ fees), actions and judgments which may arise from the Contractor’s performance of its services, except as may arise from the District’s own intentional or negligent acts. The Contractor shall provide evidence of both general public liability insurance and automobile liability insurance to the District, effective for the term of this Agreement for not less than \$1,000,000 each. Nothing herein waives the District’s Governmental Immunity under Wyoming law.
9. Impossibility of Performance/Force Majeure. Neither party shall be considered in default in performance of its obligations under this Agreement to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party. In the event the COVID-19 pandemic or some other unforeseen circumstance

beyond the parties' control prevents this contract from being timely commenced or completed within the Term, the parties shall work in good faith to revise the Term to allow for project completion.

10. Compliance with Laws. In performing this Agreement, the Contractor agrees to comply with all applicable Wyoming, federal and local laws, rules and regulations.

11. Access. The Contractor shall ensure that representatives of the District have safe access to the project work, whenever it is in preparation or progress, for access and inspection.

12. Ownership of Work Product. The District shall have ownership of all work product related to the Project. Upon completion of the Project, the Contractor shall turn over to the District all Project materials, documents, data, photos, plans, reports, or other records. The Contractor shall not retain any copies of any work product.

13. Assistance by District. The District will assist in providing the Contractor access to information relevant to this Agreement and District employees will cooperate in providing such information whenever possible.

14. Applicable Laws. The laws of the State of Wyoming shall be applied in the interpretation, execution, and enforcement of the Agreement. The parties agree that venue for any suit in regard to the terms or enforcement of the Agreement shall be exclusively in state court located in Teton County, Wyoming.

15. Amendment and Termination. Any proposed alteration to this Agreement must be agreed upon by both of the parties in writing. Termination of the Agreement, in whole or in part, can be made by the granting of fifteen (15) days written notification to either party, and no basis for termination is required. Upon termination of this Agreement, the District shall not incur any further obligations after the effective termination date, and the District shall not be liable for the final payment of funds.

16. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed duly given or served when delivered personally to the party intended, or sent by registered or certified mail, postage prepaid, effective as of three (3) days after the date of mailing, addressed to the District at its principal office at P.O. Box 1070, Jackson, WY 83001 and to the Contractor at **mailing address**, or at such other mailing address provided to the District in writing. It is the Contractor's duty to keep the District informed of a current mailing, email and physical address.

17. Headings. The headings in the Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of the Agreement.

18. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition

to any other relief to which such party may be entitled.

19. Waiver. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. If any provision of the Agreement, or the application thereof to any person or circumstances, is adjudged by a court to be void, invalid, or unenforceable, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision, and to this end the terms of the Agreement are severable. In lieu of the illegal, unenforceable or invalid provision, there shall be added a provision as similar in terms as may be possible to be legal, valid, and enforceable.

21. Counterparts/Facsimile. The Revised Agreement may be executed in counterparts, and scanned or fax signatures shall be treated as originals.

22. Entire Agreement. The Agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations and agreements whether written or oral, and any such prior agreements shall be of any force or effect.

TETON CONSERVATION DISTRICT

Steve McDonald, Chairman, Teton Conservation District

Date

Name, business name

Date

Attachments

Exhibit 1: Request for Proposals To Conduct Wildfire Risk Overviews On Behalf Of Teton Conservation District.

Exhibit 2: Proposal submitted by name of business

**REQUEST FOR PROPOSALS
TO CONDUCT WILDFIRE RISK OVERVIEWS
ON BEHALF OF TETON CONSERVATION DISTRICT**

MARCH 18, 2020

Teton Conservation District (TCD) requests proposals for a professional firefighter, International Society of Arboriculture (ISA) Certified Arborist, National Fire Protection Association (NFPA) Certified Wildfire Mitigation Specialist, or forester to conduct Wildfire Risk Overviews for private lands in Teton County, WY on behalf of Teton Conservation District. The purpose of this activity is to inform landowners of conditions of vegetation and infrastructure on their property, and to provide voluntary recommendations to reduce risk from wildfire, utilizing NFPA standards and the International Wildland-Urban Interface (IWUI) Code.

TCD reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

- I. Background and Overview of Work/Services:** TCD, in cooperation with willing landowners in Teton County, WY, and the Teton Area Wildfire Protection Coalition (TAWPC), provides Wildfire Risk Overviews (Overviews) to private landowners in Teton County, WY as a component of TCD's Wildfire Risk Reduction Program.
- A. Overall Scope
1. Conduct Overviews(s) to properties on an on-call basis as directed by TCD.
 2. Overviews will take place from May 01, 2020 – November 15, 2020 and May 01, 2021 – June 15, 2021, excluding dates when snow is covering any portion of a roof.
 3. Site work will take place between 8:00 AM and 8:00 PM daily, with landowner permission.
 4. The scope of the project will consist of Not To Exceed fifty (50) Overviews.
 5. Contractor will conduct Overviews only as directed by TCD.
 6. Overviews will be developed utilizing the following:
 - a. NFPA 1144 'Standard for Reducing Structure Ignition Hazards from Wildland Fire 2018 Edition'
 - b. NFPA 1141 'Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas 2017 Edition'
 - c. NFPA Student Handout 'Assessing Wildfire Hazards in the Home Ignition Zone,' supplied at the NFPA 'Assessing Structure Ignition Potential from Wildfire' training
 - d. International Code Council's 'International Wildland-Urban Interface Code 2018 Edition'
- B. Deliverable Products
1. Contractor will communicate directly with the landowner who requested an Overview to schedule an Overview when the landowner is preferably able to be

- physically present at the time the Overview is conducted. Contractor will set up a time and date when access to the property and data collection will be allowed, and will conduct the on-site Overview according to the above described standards.
2. Contractor will produce an electronic .pdf document for each property receiving an Overview. The data collection during the Overview will take place utilizing AgTerra MapItFast software and the TCD electronic form within the AgTerra MapItFast software. TCD will be responsible for maintenance and quality control of the form utilized within the AgTerra software. A blank template of the written report produced using the AgTerra software is included in Appendix A. Additional populated and redacted examples of Overviews demonstrating the required detail and quality are available from TCD upon request.
 3. Contractor will produce Overviews based solely in the Home Ignition Zone area (between 100-200 feet distal from main walls of the subject structure) and the routes of ingress and egress (i.e. driveways). The Contractor will not conduct Overviews for remaining acreage of the property. Contractor will not be responsible for marking or flagging trees being recommended for removal. However, if the landowner requests this service, and with verbal approval from TCD to the contractor, the contractor may provide this service and invoice TCD at an hourly rate.
 4. Contractor will utilize an electronic device, loaned by TCD, that is capable of operating AgTerra's MapItFast software for the development of Overviews.
 5. All reports shall be completed and submitted electronically to TCD within twenty-one (21) days of receipt of a request for service from TCD.
 6. Contractor shall produce a monthly invoice during months when Overviews are completed, which should include dates worked and sites that received an Overview. These shall be submitted to TCD on the closest working weekday to the 15th day of the month, subsequent to the month in which work was completed.

TCD shall be responsible for marketing the program to the public, serving as the initial point of contact for landowners interested in the Wildfire Risk Reduction Program, and delegating requests for service to the Contractor. Contractor-generated Overviews will be reviewed and approved by TCD prior to TCD providing the Overview to the landowner. TCD shall be responsible for the cost of the AgTerra software license being utilized by the Contractor, during the contract period.

II. Required Qualifications

- A. A bidder, in submitting a proposal, thereby represents that he or she is fully qualified, properly licensed, insured, staffed, and equipped to properly perform the work in accordance with all applicable laws and local ordinances having jurisdiction. Each proposal must contain evidence of the bidder's qualifications, licensures, liability insurance, etc. to conduct the work and complete the project prior to award of contract.
- B. The bidder shall have completed the NFPA 'Assessing Wildfire Hazards in the Home Ignition Zone' training, the NFPA's 'Assessing Structure Ignition Potential from Wildfire' training, or an equivalent training.

III. Estimated Cost of Services

- A. Contractor shall provide a bid for services based on a cost per Overview, including completion of tasks (Deliverable Products) and associated conditions listed above.

IV. Insurance Requirements

- A. Contractor shall provide at its own expense the following insurance for business entity and its employees in connection with the work required under this contract.
 - 1. Worker's Compensation: Statutory
 - 2. General Public and Auto Liability: \$1,000,000 each occurrence and aggregate
- B. Contractor shall indemnify and hold harmless TCD against all forms of liability, claims, damages, demands or cost including attorney fees, of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of work under this contract.

V. Proposal Content

- A. Qualifications of the Contractor
- B. Fee for services with breakdown by hourly rate for additional tree marking, mileage, and cost per Overview
- C. Timetable for work
- D. Insurance coverage (general public and auto liability)
- E. Specific contract and performance conditions, including payment terms, and hourly rates for additional services
- F. Any exceptions to the requirements of this Request for Proposals

VI. Special Provisions

- A. Proposal Delivery

Proposals must be received at the Teton Conservation District office by:
4:00 PM, Monday, April 06, 2020. Email, deliver, or mail the proposal to:

Postal mailing address:

Teton Conservation District c/o Robb Sgroi
 P.O. Box 1070
 Jackson, WY 83001

Physical address:

420 W. Pearl Avenue, Jackson, WY 83001

Email:
robb@tetonconservation.org

B. Schedule

Request for Proposals issued: March 23, 2020
Proposals due: April 06, 2020, 4:00 PM
Notification/award: April 16, 2020
Project completion: July 07, 2021

Please direct any questions regarding this Request for Proposal to Robb Sgroi, Land Resources Specialist, at Teton Conservation District, (307) 733-2110 or robb@tetonconservation.org.

APPENDIX A

Blank Template of a Wildfire Risk Overview, produced with AgTerra MapItFast software



Wildfire Risk Reduction Program

Wildfire Risk Overview

Landowner Name: March 05 2020 test

Date: 3/5/2020

Landowner Address: _____

Name of Examiner: **Robb Sgroi**, Certified Wildfire Mitigation Specialist,
Certified Arborist

Enclosed are the findings of the study the District conducted on your property.

Implementation of any or all of the recommendations contained herein does not in any way guarantee any result or outcome, nor does it provide any assurance of risk mitigation.

The following legal disclaimer (the same disclaimer described in your online application) continues to apply.



LEGAL DISCLAIMER

Teton Conservation District (the "District") provides limited services to Teton County, Wyoming, landowners as part of its Wildfire Risk Reduction Program (the "Program"). The intent of these services is to support landowners in wildfire risk reduction planning and project implementation. Participation in the Program is voluntary. In no event shall the District or its supervisors, employees, or volunteers be liable for any personal injury (including death), property damage, or any other damage whatsoever which may be incurred or suffered as a direct or indirect result of participation in the Program. This disclaimer of liability applies whether such damages are special, indirect, consequential or compensatory, and whether they are based on warranty, contract, tort, or any other legal theory. The District, to the fullest extent permitted by law, disclaims all warranties, express or implied, statutory or otherwise.

STRUCTURAL ASSESSMENT		
Overview of Surroundings		
Criteria	Results	Recommendations
How is the structure positioned relative to fire behavior?	Slope angle >30% Heavy fuels/vegetation in surrounding area	<ul style="list-style-type: none"> There is potential for increased fire behavior based on steeper slopes in the surrounding area. Improving ignition resistance of the structure, and managing vegetation, will reduce wildfire risk. There is potential for increased fire behavior based on quantity of fuels/vegetation in the surrounding area.
Type of Construction:	Stick frame (Type 5/ Wood-framed)	<ul style="list-style-type: none"> This building material does not meet applicable standards (ANSI ASTM) for ignition-resistant materials. Use ignition resistant materials if remodeling. Manage condition (seal cracks, gaps) of existing materials.

Chimney to Eaves		
Criteria	Results	Recommendations
Roof Type:	Wood shake shingles	<ul style="list-style-type: none"> Untreated wood roofing is easily ignited and a major hazard. The only acceptable wood roof coverings are wood shakes or shingles treated at the factory by a pressure-impregnation fire-

		retardant process, tested for fire resistance, and certified with a fire-resistant roofing classification of Class A, B, or C.
Roof Condition:	Missing shingles.	<ul style="list-style-type: none"> Repair/replace areas where damage, missing roofing/shingles, or cupping/lifting is present, to eliminate areas where embers could ignite materials under roofing.
Is leaf/needle litter on roof?	Yes	<ul style="list-style-type: none"> Remove existing litter on roof surfaces.
Are gutters present?	Yes	
Gutter material type and combustibility:	Wood	<ul style="list-style-type: none"> Vinyl and wood gutters are combustible. Remove, or replace gutters, downspouts, and connectors with non-combustible materials.
Is leaf/needle litter in gutters?	Yes	<ul style="list-style-type: none"> Remove existing litter in gutters.

Top of the Exterior Wall to the Foundation		
Criteria	Results	Recommendations
Are Attic Vents Present?	Yes	<ul style="list-style-type: none">
Do attic vents meet National Fire Protection Association (NFPA) standards?	No	<ul style="list-style-type: none"> Add screen that is 1) metal, 2) non-corrosive, 3) 1/8" or smaller openings
Are soffit vents present?	Yes	<ul style="list-style-type: none">
Do soffit vents meet NFPA standards?	No	<ul style="list-style-type: none"> Add screen that is 1) metal, 2) non-corrosive, 3) 1/8" or smaller openings
Are crawl space vents present?	Yes	<ul style="list-style-type: none">
Do crawl space vents meet NFPA standards?	No	<ul style="list-style-type: none"> Add screen that is 1) metal, 2) non-corrosive, 3) 1/8" or smaller openings
Are roof eaves boxed in?	No	<ul style="list-style-type: none"> Box in eaves, to prevent embers from entering small spaces.
Are windows single-pane	Single-pane	<ul style="list-style-type: none"> Windows should be multi-paned, to resist fracture from intense heat.

or multi-pane?		
Are windows tempered?	No	<ul style="list-style-type: none"> Tempered windows offer further resistance to heat. Consider this when windows are replaced.
Are screens present?	No	<ul style="list-style-type: none">
Walls and attachments material type and combustibility:	Wood Siding	<ul style="list-style-type: none"> This building material does not meet applicable standards (ANSI, ASTM) for ignition-resistant materials.
Will walls and attachments collect litter?	No	<ul style="list-style-type: none"> No immediate recommendations. Periodically inspect and remove combustible material such as needle/leaf litter.
Deck material type and combustibility:	Wood	<ul style="list-style-type: none"> The decking is combustible, and attaches to the residence. Look at manufacturer's specifications for fire-resistance. If decking is replaced, use a rated fire resistive wood or rated fire resistive composite.
Are fences present?	Yes	<ul style="list-style-type: none">
Fence material and combustibility:		<ul style="list-style-type: none"> Wood fencing material is combustible, and a source of fuel. Remove the section of wood fence that currently connects with the house, or replace with non-combustible fencing material.
Is combustible material next to or under the structure?	Yes	<ul style="list-style-type: none"> Place combustible material (ex. firewood stacks) >30 feet from main walls. Remove combustible material (ex. leaf/needle litter).
Foundation condition:	Non-combustible poured concrete, cinder blocks, or rock. No gaps, damage, or points where embers could access area under house, out of sight.	<ul style="list-style-type: none"> No recommendations.

Foundation to the Immediate Landscaped Area		
Criteria	Results	Recommendations
Are propane tanks present?	Present, Above Ground, < 30 Feet From Main Wall.	<ul style="list-style-type: none"> Bury the tank, or move tank to meet the NFPA standard for above ground tanks (placement >30 feet from main walls of the residence).

Are vehicles, RVs, lawnmowers, etc. used and parked in this area?	No	<ul style="list-style-type: none"> No recommendations.
-------------------------------------------------------------------	----	-----------------------------------------------------------------------

VEGETATION ASSESSMENT		
Delineate the Home Ignition Zone (100-200 feet outward from main walls)	The zone is a radius between 100 and 200 feet, and increases when heavy fuels and steep slopes exist. This is where vegetation management is recommended.	150 feet
0-5 feet from main walls		
Criteria	Results	Recommendations
Are any trees present?	Yes	<ul style="list-style-type: none"> Recommend removal of trees in this area that have a main stem within five feet of the main walls of the structure.
0-30 feet from main walls - IMMEDIATE ZONE		
Criteria	Results	Recommendations
Are high flammability plants present?	Yes	<ul style="list-style-type: none"> High flammability plants such as junipers and ornamental conifers should be REMOVED, or trimmed and maintained to be ignition resistant. They tend to have 1) volatile resins, oils, waxes, 2) narrow leaves or needles, 3) waxy or fuzzy leaves, 4) accumulate fine, twiggy, dry, or dead material on the plant or on the ground under the plant, 5) loose, papery, or thick bark
Is landscaped vegetation present within 30 feet of structures?	Yes	<ul style="list-style-type: none"> This vegetation should be irrigated as needed, cleared of dead vegetation, and/or planted with low flammability plants. The planting bed around main walls should be noncombustible (stone, gravel, bare ground) or irrigated if combustible materials (e.g. bark mulch) are used.
Are branches and limbs within 10 feet of wall and roof surfaces?	Yes	<ul style="list-style-type: none"> Trim vegetation so the tree canopy is no closer than 10 feet from the structure (roof, walls, decks).
Are branches and limbs within 10 feet of the chimney outlet?	Yes	<ul style="list-style-type: none"> Trim vegetation so the tree canopy is no closer than 10 feet from the chimney outlet.
Is tree crown spacing less than 18 feet?	Yes	<ul style="list-style-type: none"> Live, healthy aspens can remain in this zone in their existing configuration. Aspen have relatively high moisture content. Remove coniferous trees to create 18 feet of crown spacing, to prevent structural ignition from wildland fire radiant heat. Small groups of trees may be acceptable under circumstances such as tree health and stability, with separation of 18 feet between groups.

TREE SPACING

INTERMEDIATE ZONE: 5 to 30 feet:
Tree clumps of trees should have a minimum of 18 feet between tree tops.

Is dead and down vegetation present?	Yes	<ul style="list-style-type: none"> Remove dead and down vegetation (limbs, slash, etc.).
Are standing dead (snag) trees present?	Yes	<ul style="list-style-type: none"> Remove standing dead trees. Up to two trees per acre can remain, for wildlife habitat.
Are ladder fuels present under trees?	Yes	<ul style="list-style-type: none"> Remove lower limbs of mature conifers, to a height of 6 feet on flat ground, and to 8 feet on slopes. This reduces fire spread from the surface into the canopy. Limb up the bottom 1/3 of limbs of immature (<20 feet in height) conifers.

TREE PRUNING

Keep shrubs a minimum of 10 feet away from the lower edge of tree branches, and remove grasses and other vegetation growing underneath tree limbs

For mature/tall trees, prune lower branches up 6 to 10 feet from the ground

For shorter trees, prune lower branches up from the ground, but do not exceed 1/3 of the tree's overall height

Ladder fuels are created when vegetation of different heights is close enough to allow a surface fire to become a crown fire.

30-60 feet from main walls- INTERMEDIATE ZONE		
Criteria	Results	Recommendations
Is tree crown spacing less than 12 feet?	No	<ul style="list-style-type: none"> No recommendations.
Are groups of lodgepole pine present?	Yes	<ul style="list-style-type: none"> Retain clusters (ex. 4-6 trees) of lodgepole pine, and create 10 foot crown spacing (remove all conifers) between clusters. This reduces canopy fire spread between groups of lodgepole, and reduces potential for windthrow of shallowly rooted lodgepole.
Is dead and down vegetation present?	No	<ul style="list-style-type: none"> No recommendations. No dead and down vegetation is present.
Are standing dead (snag) trees present?	No	<ul style="list-style-type: none"> No recommendations. No snags are present.
Are ladder fuels present under trees?	Yes	<ul style="list-style-type: none"> Remove vegetation to remove smaller trees growing up under the larger tree's dripline, or within the canopy of larger, live trees.

60-150 feet from main walls- EXTENDED ZONE		
Criteria	Results	Recommendations
Is tree crown spacing less than 6 feet?	No	<ul style="list-style-type: none"> No recommendations.
Are groups of lodgepole pine present?	No	<ul style="list-style-type: none"> No recommendations
Is dead and down vegetation present?	No	<ul style="list-style-type: none"> No recommendations. No dead and down vegetation is present.
Are standing dead (snag) trees present?	No	<ul style="list-style-type: none"> No recommendations. No snags are present.
Are ladder fuels present under trees?	No	<ul style="list-style-type: none"> No recommendations

Road and Driveway Corridors		
Criteria	Results	Recommendations
Is vegetation encroaching into the driveway or road	Yes	<ul style="list-style-type: none"> For road width, remove dead and dying trees and shrubs, and live tree and shrub limbs, 5 feet off the edge of road shoulders. This will improve ingress/egress.

<p>corridor?</p>		<ul style="list-style-type: none"> Remove limbs to a height of 13.5 feet, over the full width of the roadway, to improve ingress/egress.
<p>Remove branches and limbs up to 13.5 ft from road</p> <p>Remove all dead material 5 ft. outward from both road edges</p> <p>Remove all live branches 5 feet outward from both road edges</p> <p>13 ft</p> <p>5 ft</p> <p>5 ft</p> <p>13 ft</p> <p>5 ft</p> <p>5 ft</p> <p>Teton Conservation District Est. 1946</p>		
<p>General recommendations for Risk Reduction:</p>	<ul style="list-style-type: none"> Tree removal decisions are recommended to be based on individual tree health and condition, tree species, and tree canopy spacing distances. 	

Morgan Graham, GIS Wildlife Specialist

Information Items:

Program Area: Administration

- **Partners in Conservation (PIC) Grants:** Award letter follow-up.
- **Natural Resource Technician:** Applicant interviews.

Program Area: Wildlife

- **Recreation-Wildlife Co-Existence:**
 - Summary of Friends of Pathways/Bridger-Teton National Forest trail count data.
 - Generation of GoogleEarth trail counter summary file.
 - Extraction and mapping of Strava Heatmap data into format accessible to Wildlife/Recreation sub-committee for use level scoring of trail sections in Cache Creek.
- **Chronic Wasting Disease:** Wyoming Game and Fish Department unable to allocate TCD FY20 granted funds. Award letter allows applicant to request extension.
- **Jackson Hole Wildlife Foundation:** Follow-up conversation with John Mobeck to resolve questions originating from FY21 MOA budget request.
- **Farmstead Cider:**
 - Advising Orion Bellorado on formatting and completion of landowner contact database.
 - Vetting landowner database records.
- **Sage-grouse:**
 - Review of documents generated by Local Working Group (LWG) and Technical Team. LWG grant application for translocation, genetic analysis, and tracking in the Gros Ventre River Drainage.
 - Technical Team recommendations to Statewide Adaptive Management Working Group. 2020 lek monitoring pending.

Program Area: Native Plants

- **Teton County Weed and Pest:** Joint response to private landowner seeking guidance on native seed reclamation of horse pasture.

Program Area: GIS & Mapping / Information Technology

- **Emergency Management:** Assistance to Rich Ochs in deployment of ArcGIS Online web maps and dashboards.
- **Wildlife-Vehicle Collisions:** Review of Elyce's statistical analysis of wildlife-vehicle collision pattern response to reduced night-time speed limits in Grand Teton National Park.
- **Factory IT:** Setup of ConnectWise Control and Virtual Private Network remote access options.
- **Reference Data:** Acquisition of updated sage-grouse, bald eagle, and wildfire risk data.
- **WY GIS Technical Advisory Group:** Contributed to call on statewide mapping of cheatgrass with lidar.

Elyce Gosselin, Natural Resources Technician

Information Items:

Program Area: Wildlife

- **Wildlife-Vehicle Collisions (WVC) Data Analysis:**
 - Created plots and figures using WVC data
 - Finalizing analysis and writing it up

Program Area: Water Quality

- **Well Test Kit Data:** Working on an opt-out mailing to send to well test kit users

Carlin Girard, Water Resource Specialist and Associate Director

Action Items:

Program Area: Water Resources

Nelson Engineering Contract Amendment for Septic Monitoring: I have been working with our lawyer, Nicole Krieger, to develop a landowner agreement template for forthcoming septic monitoring. In researching this topic, Nicole has suggested we alter the language of the Nelson Engineering agreement to better reflect the liability responsibility. The redline version of the amended agreement is available (see Supplemental Materials).

Recommended Motion: *Move to authorize Dave Adams to sign the First Amended Agreement between Teton Conservation District and Nelson Engineering for Septic System Effluent Monitoring.*

Information Items:

Program Area: Water Resources

- **Water Planning Letter:** Steve signed a final copy of the discussed in the March, 2020 Board Meeting. It was sent to the Town and County Boards and Staff on April 6, 2020.
- **Hoback Drinking Water Stakeholder Group:** The Group's recommendations of the will be brought before Chairwomen Macker and the County Administrator, Alyssa Watkins, in an informal video conference. This meeting will allow county leaders to advise and direct the final presentation, currently planned to be presented to the Teton County Board of County Commissioners.
- **Drinking Water Quality Mapping:** We have received drinking water data from the TCD well test-kit cost share program. I am working with Elyce to contact all program participants and allow them to opt out of the water well mapping project. We currently have drinking water testing results from 230 individuals that have complete records that could be mapped.
- **Septic Effluent Monitoring:** Sampling locations solicitations are wrapping up and we are moving towards site selection. I will be very interested to see how respondents react to project initiation on their properties, given COVID-19 and the need to have a monitoring team access their property.

Program Area: Administration

- **Natural Resource Technician:** I have spent a considerable amount of time coordinating interviews for the Technician position. We had very strong applications, and have video conference interviewed 5 of the 22 whom applied. I also responded to applicants that were not selected in regard to other know career opportunities.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

FIRST AMENDED AGREEMENT
BETWEEN
TETON CONSERVATION DISTRICT
AND
NELSON ENGINEERING
FOR
TETON COUNTY SEPTIC SYSTEM EFFLUENT MONITORING
PROJECT

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
 NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS ~~FIRST AMENDED~~ AGREEMENT is effective as of _____ (“Effective Date”) between

Deleted: IS

Teton Conservation District, a Wyoming Conservation District ("Owner")

Deleted: AN

and

Nelson Engineering (“Engineer”)

This First Amended Agreement amends certain sections of that Agreement between Owner and Engineer dated the 23rd day of October, 2019, and is restated in its entirety for convenience. This First Amended Agreement does not alter in any manner the agreement between Nelson Engineering and Alder Environmental currently in effect.

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Teton County Septic System Effluent Monitoring Project (“Project”), as more specifically described in Exhibit A, attached.

Engineer’s Services under this Agreement are generally identified as follows:

See Exhibit A, attached.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

Engineer shall provide the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

- A. Engineer may hire Alder Environmental, LLC as a subconsultant for the Project, provided that this Agreement shall not be construed to create a contractual relationship of any kind between the Owner and Alder Environmental, or between any persons or entities other than the Owner and the Engineer. No other subconsultant shall be hired without prior approval of the Owner. The Engineer is solely responsible for any payment to Alder Environmental, or any other approved subconsultant, and the estimated cost for the Project as set forth in paragraph 7.01 of this Agreement includes the anticipated costs for subconsultant work.

- B. Engineer shall complete its services two months after the last septic system monitoring event, unless an extension of time is authorized by the Owner, at its sole discretion.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's ethical responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. The parties acknowledge that Engineer's scope of services does not include any services related to construction.
- C. This Agreement is to be governed by the laws of the state of Wyoming. The parties agree that venue for any legal action related to the terms and enforcement of this Agreement shall be exclusively in state court in Teton County, Wyoming.

- D. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (5) nothing in this paragraph shall create any rights in third parties.
- E. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- F. Engineer shall maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request. Engineer shall name Owner as an additional insured on its General Liability policy for the duration of the Project, and shall likewise name the property owner(s) upon whose land the Project is to be completed as additional insured parties. Nothing in this paragraph waives Owner's governmental immunity under Wyoming law.
- G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials), other than the biologically contaminated water (septic tank effluent and groundwater) that are being sampled as describe in Exhibit A. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- H. In performing this Agreement, the Engineer agrees to comply with all applicable Wyoming, federal, and local laws, rules and regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's subconsultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for Engineer's and Engineer's subconsultant services, and reimbursable expenses is estimated to be \$157,465, as shown in the detailed estimate in Appendix 2. Any bills for services or reimbursable expenses in excess of \$157,465 must be approved in advance, in writing, by Owner.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's subconsultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Exhibit A, Scope of Services
Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Estimate of Compensation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By: _____

Title: _____

Date Signed: _____

Engineer License or Firm's Certificate
Number: State of Wyoming ES-0028

Contact: Suzanne Lagerman, 733-2087
slagerman@nelsonengineering.net

Address for giving notices:

P.O. Box 1070

Jackson, WY 83001

Address for giving notices:

P.O. Box 1599

Jackson, WY 83001



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

**NELSON ENGINEERING'S PREFERRED
STAFF CHARGE RATES AND REIMBURSABLE EXPENSES
EFFECTIVE JANUARY 2019**

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>RATE</u>
Robert Norton	Senior Project Manager	\$165.00/hr.
Dave Dufault	Senior Project Manager	\$158.00/hr.
Phil Gyr	Senior Geotechnical Engineer	\$143.00/hr.
Matt Bowers	Project Manager	\$133.00/hr.
Ty Ross	Project Manager	\$133.00/hr.
Carla Hansen	Senior Structural Engineer	\$130.00/hr.
Josh Kilpatrick	Project Manager	\$116.00/hr.
Morgan Barry	Project Manager	\$99.00/hr.
Ansel Lee	Project Civil Engineer	\$94.00/hr.
Fritz Doster	Project Civil Engineer	\$94.00/hr.
Ryan Simmons	Project Engineer	\$92.00/hr.
Suzanne Lagerman	Project Engineer/Project Coordinator	\$102.00/hr.
Mike Campbell	Project Structural Engineer	\$83.00/hr.
Daniel Bates	Civil Engineer	\$95.00/hr.
Braden Olson	Civil Engineer	\$79.00/hr.
Elizabeth Wagner	Structural Engineer	\$70.00/hr.
Cameron Port	Structural Engineer	\$70.00/hr.
Susan Karichner	Senior Project Coordinator/CAD Technicia	\$108.00/hr.
Brian Green	Senior CAD Technician	\$104.00/hr.
Pete Test	Materials Testing Manager	\$107.00/hr.
Andy Pruett	Senior Geologist/Materials Technician	\$99.00/hr.
James Molloy	Geologist/Materials Technician	\$66.00/hr.
Luke Rudolph	Survey Manager	\$124.00/hr.
Jona King	Senior Survey Technician	\$99.00/hr.
Wes Van Duser	Survey Technician	\$76.00/hr.
Dillon Karichner	Survey Technician	\$75.00/hr.
Korey Rasure	Survey Technician	\$69.00/hr.
David Stephens	IT Administrator	\$115.00/hr.
Judy Anderson	Finance Administrator	\$106.00/hr.
Catherine Britt	Administrative Assistant	\$55.00/hr.
Kim Johnston	Office Manager	\$55.00/hr.

**NELSON ENGINEERING'S PREFERRED
STAFF CHARGE RATES AND REIMBURSABLE EXPENSES
EFFECTIVE JANUARY 2019**

<u>EQUIPMENT & VEHICLES</u>	<u>RATE</u>
Technical Software	\$10.00/hr.
GPS Equipment	\$50.00/hr.
Robotic Total Station	\$50.00/hr.
Vehicles	65¢/mile + \$4.00/hr. off road
 <u>TESTING</u>	
Nuclear Density Gauge	\$25.00/hr. or \$125.00/day
Concrete Cylinder Breaks	\$25.00 each
Water Analysis	At Cost plus 10%
Asbestos Lab Sampling	\$20.00/sample
 <u>COPIES/PRINTS</u>	
Black Print/Copies (Sizes up to 11x17)	\$0.20 to \$0.50/sheet
Color Prints/Copies (Sizes up to 11x17)	\$0.30 to \$1.00/sheet
Black Plots	\$0.50/square foot
Color Plots	\$2.00/square foot
Mylar Plats	\$25.00/sheet
 <u>OTHER</u>	
Meals/Lodging	At Cost
Supplies	At Cost Plus 10%
Shipping	At Cost Plus 10%
Subcontractor Services	At Cost Plus 10%

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 Initial Task – Kick Off Meeting

C. Engineer shall:

1. Meet with Owner to discuss sampling plan and properties to be contacted, if necessary.
2. Consult with Owner regarding the drafting of a formal written letter of request to owners of septic systems to be monitored.

A.1.02 Task [A] – Sampling Plan

A. Engineer shall:

1. Prepare a well array design and installation to successfully and accurately assess impacts to groundwater while being cost effective and minimally invasive and damaging to landowners' properties and leach field. Well array will include one upgradient well, one well within the leach field and five downgradient monitoring wells. Additionally, two lysimeters would be installed directly below the adsorption field at a depth of 1± and 3± feet below the bottom of the adsorption field.
2. Develop a procedure to quantify the amount of wastewater that is applied to the adsorption field on a monthly basis. The method used will depend on the septic tank/ adsorption field configuration but each method should allow determination of monthly flows and if possible max day and min day flows.
3. Monitoring wells will be 1.5" to 2" PVC with perforations approximately 2 feet below and 2 feet above the average groundwater level.
4. Ground water samples would be collected from the monitoring wells at the top 6" of the groundwater using a low-flow peristaltic pump.
5. Sample collection and quality control/quality assurance methods shall be accurate and consistent for each site, throughout the monthly sampling regime, for at least

one year. Sample data sheet templates, sampling parameters tested, labs used, sampling equipment, blank and duplicate samples, and holding times will be detailed in the sampling plan presented to the Owner.

6. Prior to implementation of well installation or monitoring, a detailed sampling and analysis plan covering all the items above shall be prepared and submitted to the Owner for review, concurrence and approval.

- B. Engineer's services under the "Task [A] – Sampling Plan" will be considered complete on the date when Engineer has received approval of the sampling plan from the Owner.

A.1.03 Task [B] – Leachfield Sampling Location Identification

A. Engineer shall:

1. With input from TCD and Protect our Water Jackson Hole, identify the septic systems for monitoring and obtain written permissions for installation of monitoring wells and sampling at least once a month for one year. Leachfield sampling locations will include the following considerations:
 - a. Location and size of the property: It will be necessary to install down gradient wells approximately 50 feet from the adsorption field without being on neighboring property.
 - b. Soils and surface geology, depth to groundwater, groundwater gradient, and water bodies that may affect groundwater gradient.
 - c. Records of design and construction of the septic tank and adsorption field. We will rely on the records available in the Teton County Planning and Building Office.
 - d. Maintenance records. Frequency and date of last septic tank pumping.
 - e. Location and size of distribution boxes for gravity systems and pump system for pressure systems.
 - f. Landscaping impediments to installing and sampling monitoring wells.
 - g. Homeowner use and size of household. Seasonal or full-time residents.
 - h. Ability to install flow monitoring equipment.
2. Based on the above criteria, identify at eight leachfields for consideration, four being raised (pressure distribution) leachfields and four being traditional (gravity distribution) adsorption fields.
3. Meet with the Owner to review these eight locations and pick four in total, two being raised and two being traditional adsorption fields, basing prioritization upon the criteria above and the potential willingness of the property owner to participate in the monitoring program.
4. Collaborate with Owner to prepare a standard permission/easement form that will be presented to the property owners of the selected sites.

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5. Once the final leachfields are identified, collaborate with Owner to contact the property owners to assure their willingness to participate and procure access and sampling permissions.

Deleted: written indemnification

6. Prior to the installation of any monitoring wells or equipment, collaborate with Owners to obtain signed permission/easement forms; and ensure that the original signed copy is provided to Owner.

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B. Engineer's services under the "Task [B] – Leachfield Sampling Location Identification" Phase will be considered complete on the date when Engineer has delivered to Owner the property owner signed permission/easement forms.

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A.1.04 Task [C] – Well Installation

A. Engineer Shall:

1. Install monitoring wells at the locations identified in Task A in an array that takes into account the sites localized groundwater gradient.
2. The monitoring wells shall be at a depth where groundwater sampling can occur through the full range of seasonal groundwater depths. Typically, the seasonal groundwater elevation on the west bank of the Snake River vary 2-3 feet; however, there are locations where the variation is 6-7 feet. The perforations in the monitoring wells shall be placed to accommodate the anticipated groundwater fluctuations at the specific site.
3. Install water meters, pump run time meters or continuous water level measurements in the septic tank effluent pipe, the distribution box, or the pump chamber. The purpose is to quantify the amount of wastewater that is applied to the adsorption field on a monthly basis between sampling.
4. Prepare a map of each site using aerial photography and surveyed data. The map shall show the home, septic tank, adsorption field, monitoring well location and elevation, groundwater gradient, and provide record soil logs and percolation tests.
5. At the completion of the monitoring and sampling remove all equipment and cut and cap the monitoring wells at the ground surface.

B. Engineer's services under the "Task [C] – Well Installation" Phase will be considered complete on the date when Engineer has removed all equipment and cut and capped the monitoring wells at the ground surface.

A.1.05 Task [D] – Well Sampling

A. Engineer Shall:

1. Sample septic tank effluent and each well and lysimeter at all sampling locations at least 6 times, at intervals to be determined by Owner, but not more frequently than monthly, for a period of 12 months. Sampling will follow those methods approved in the project sampling and analysis plan. Parameters sampled and data logged will include:
 - a. Location and well number,
 - b. Field parameters (specific conductivity, pH, temperature, dissolved oxygen),
 - c. Laboratory analysis (nitrate, ammonia, phosphorous, chloride),
 - d. Pathogens (E. coli),
 - e. Groundwater depth,
 - f. Purge rate and time,
 - g. Current and recent weather conditions, and
 - h. Wastewater flow to the adsorption field since the last sampling
2. Samples will be packaged in coolers with ice and shipped overnight to a certified laboratory for analysis.
3. Field sheets and lab results will be submitted to TCD after each round of sampling, in the case that results show a need for methodology adjustment to meet the project's intended outcomes.

B. Engineer's services under the "Task [D] – Well Sampling" Phase will be considered complete on the date when Engineer has completed the sampling and monitoring.

A.1.06 Task [E] – Reporting

A. Engineer Shall:

1. Submit a final report with the final elements:
 - a. GPS locations and elevations of each monitoring well and a map showing well locations at each leachfield site,
 - b. Monitoring well completion logs,
 - c. All field data sheets,
 - d. All lab reports,
 - e. A summary of primary findings,
 - f. A comparison of empirical data to published studies, and
 - g. Recommendations for leachfield designs based on this study's findings and other published reports.
 2. Submit a draft final report for Owner and other interested parties to review and comment.
 3. Incorporate the comments and present the final report.
- B. Engineer's services under the "Task [E] – Reporting" Phase will be considered complete on the date when Engineer submitted the final report.

PART 2 – ADDITIONAL SERVICES

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner based on Time and Materials according to the rate schedule provided in Appendix 1.
1. Services to take additional samples, in addition to the 6 samples described in A1.05 -*Task (D) Well sampling*. If requested by the Owner prior to May 1, 2020 the cost will be \$8682 per sample for the septic tank effluent and each well and lysimeter at the four septic system locations selected.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or the Project's requirements, including, but not limited to, changes in size, complexity, Owner's schedule, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 6. Furnishing services of Consultants for other than Basic Services.
 7. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Special Districts, Engineering Firms contracted by Special Districts, and other sources.
 8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
 9. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Phoebe Coburn, Communications Specialist

Information Items:

Program Area: Administration

- **FY 21 Budget:** I worked on the Communications Program Area portion of the draft FY21 Budget.
- **Natural Resource Technician:** I participated in the Natural Resources Technician hiring interviews.
- **Strategic Plan:** I worked on finalizing the Strategic Plan. I hope to be able to present it to you at the April 15, 2020 board meeting.
- **Board Meeting Preparation:** I've been working with Roby and the staff to modify the format of the board packet, minutes, and staff reports to be more succinct. Please let me know if you have any thoughts or preferences.

Program Area: Communications

- **Blog Post:** I wrote and posted a blog post on winter mule deer observations.
- **COVID Response:** At the request of Teton County and Teton County Emergency Management, I created a series of COVID-19 posters/flyers and helped launched the website, www.jhccovid.com.
- **Professional Development:** As part of professional development, I participated in a two-day video editing class.
- **Karns Meadow Sign:** A lot has changed since the JH Land Trust approved the construction of the Karns Meadow sign last month. Our partner funding with the Town of Jackson Public Works Department is no longer available. Carlin and I are exploring grant opportunities to help fund the project. We will likely need to roll TCD's funding portion over to the FY21 Budget.

Program Area: Wildlife

- **Wildlife Expo:** With Teton County Weed & Pest and other partners, I helped with planning for the annual Wildlife Expo. The event is tentatively scheduled for the end of May 2020 if the schools are open at that point in time.

Program Area: Water

- **JH Clean Water Coalition:** The Trout Friendly Lawns Business Certification Event was cancelled. We are exploring offering the event online.

Program Area: Agriculture

- **NRCS Local Working Group:** I put together a mailing to all the agricultural producers in the county inviting them to attend the Natural Resource Conservation Service Local Work Group Meeting. The Zoom invitation can be found at www.tetonconservation.org/nrcs.

Tom Segerstrom, Executive Director

Information Items:

Program Area: Administration

- **Working Remotely:** All staff participated in arranging to work remotely via technology and identifying tasks to accomplish. A check-in staff meeting was conducted during the second week
- **Personnel:** Staff joined me in interviewing the top five candidates. The top candidate, Stephanie Dykema, accepted the position. She will arrive on June 30, 2020 after defending her Master's Degree in Hydrology from University of Maine.
- **FY 2021 Budget Process:** The second draft of the FY2021 Budget is available with refinements noted in blue (see Supplemental Materials).
- **WACD Health Insurance Choices:** WACD has reported that WEBT Health insurance cost will most likely increase by 9% in FY 2021. That level of increase is captured in the initial draft budget that you have received. Decisions can be discussed in Executive Session as a personnel matter. Dave Adams will lead a discussion of:
 - Which level of deductibles the TCD policy will carry (\$1,500, \$2,500 or \$3,500)
 - Whether TCD will allow the creation of private Health Savings accounts for staff members
 - Whether TCD will contribute to those private accounts to off-set the increased costs of the deductibles.

Those options are board-level decisions and therefore have not been included within the Draft Budget.
- **Interagency Breakfast:** A Zoom meeting discussed the hiring of summer staffing and isolation recommendations

Program Area: Wildlife

- **Sage Grouse Technical Team:** A situation assessment and recommendations from the Technical Team was provided to the State Sage Grouse Interagency Team as required. The details were described in my March 18, 2020 staff report.

Fiscal Year 2020 - Final Approved Budget (updated numbers as of March 2020)

Fiscal Year Ending Summary	FY 2020	\$ to Date		FY2021 Proposed	
Ending General Fund Checking Balance	\$566,011.62				estimate only
Ending Operating Reserve Fund Bal.	\$500,000.00				Operating Reserve maintained at \$500,000 at First Interstate Bank
Committed Funds Savings Account Bal.	\$221,773.31				*Varies according to commitments and pay out dates
Total Cash on Hand at end of FY	\$1,287,784.93	\$0.00		\$0.00	
Income Summary for Fiscal Year					
Regular Income	\$1,512,523.13				reg. income + .85 mill estimate from Teton County Assessor
Project Grants & Pass Throughs	\$387,683.00				proj. income + pass-thrus
Total FY Income	\$1,900,206.13	\$0.00	0%	\$0.00	
Total funds available for FY	\$3,187,991.06			\$0.00	Total of all funds available in FY 2020
Expense Summary for Fiscal Year					
Program Expenses	\$1,694,141.06	doesn't match			
Operational Expenses	\$993,850.00				
Total Expenses	\$2,687,991.06	\$0.00	0%	\$0.00	
All Available Funds	\$3,187,991.06			\$0.00	
Fiscal Year Expenses	\$2,687,991.06			\$0.00	
Operating Reserves Fund	\$500,000.00			\$500,000.00	
Difference	\$0.00			-\$500,000.00	

Income Calculations for FY 2020

Regular Income	Budgeted FY 20	Income to Date	%	FY2021 Proposed	Notes:
Teton County Mill Levy	\$1,487,500.00	\$1,321,002.35	89%	\$1,640,500.00	.85 mill figure - Estimated 02/04/20 Teton County Treasurer
Interest Income	\$2,500.00	\$1,073.62	43%	\$2,500.00	Slightly increasing interest rates %
Well Test Kit Sales	\$7,200.00	\$4,204.02	58%	\$7,200.00	Sale of 30 well test kits at \$50 each
WDA Annual Base Funding	\$12,823.13	\$8,823.50	69%	\$8,823.50	WDA Base(\$8823.50), \$3999.63 Biannually WACD-WQ(even # FY)
Unanticipated Income	\$2,500.00	\$2,803.90	112%	\$2,500.00	Sponsorships & donations
sub-total	\$1,512,523.13	\$1,337,907.39	88%	\$1,661,523.50	1.10 X
Project Grants & Pass Thru					
FY 2018 GTNP Gaging Stations	\$18,070.00	\$0.00	0%	\$19,000.00	Pass through - estimate for FY 2021
Fish Creek Sampling Partnership	\$44,000.00	\$17,866.87	41%	(Expanded)	
Wyoming Water Development Level 1	\$297,613.00	\$69,760.89	23%	\$373,200.00	Pass Through from WWDO to TCD, 6 ongoing & 5 new
Rangeland Health Assessment Program	\$23,000.00	\$3,000.00	13%	\$20,000.00	RHAP Grant - WDA (\$20,000)
Unanticipated Grants	\$5,000.00	\$554.02	11%	\$5,000.00	Unexpected Grants
sub-total	\$387,683.00	\$91,181.78	24%	\$417,200.00	1.08 X
Grand Total Income	\$1,900,206.13	\$1,429,089.17	75%	\$2,078,723.50	1.09 X

TCD Program Budgets Spent to Date for FY 2020

TCD Agriculture Program	Budgeted FY 20	Spent to Date	%	FY2021 Proposed	Notes:
Ag Cropland Projects					
Irrigation Infrastructure	\$50,000.00	\$7,500.00	15%	\$75,000.00	Mtce, planning, improvements, emergencies. Range & cropland
TCD Support for SWPP Projects	\$50,000.00	\$10,000.00	20%	\$55,000.00	11 projects, NTE \$5,000 per project (perhaps 5 NEW in FY 21 = \$25,000)

Wyoming Water Development / SWPP Level I Study	\$297,613.00	\$48,340.00	16%	\$373,200.00	Pass Through from WWDO to TCD, 6 ongoing & 5 new WY Water Dvlpmt Commission. Hoback study mtgs/outreach (NEW) Information to constituents/applicants - ex. Mailing Full Circle, UW Haub, Slow Food Tetons, Vert. Harvest, labor, emergencies (Shift). Cost Share the analysis of soil samples Mailing (shift to communications). Contractor develop BMPs. Monitoring of projects. Pipeline GIS/SWI layer 1.33 X	
SWPP Outreach	\$800.00	\$0.00	0%	\$800.00		
Small Agriculture	\$20,000.00	\$5,155.00	26%	\$43,000.00		
Soil Testing & Analysis	\$300.00	\$0.00	0%	\$1,000.00		
Ag Producer Outreach	\$1,200.00	\$0.00	0%	\$0.00		
Agr. BMP Plans	\$3,000.00	\$0.00	0%	\$8,000.00		
sub-total	\$422,913.00	\$70,995.00	17%	\$561,000.00		
Ag Rangeland Projects						
Rangeland Data Collection	\$53,000.00	\$6,405.00	12%	\$26,310.00		BTNF RHAP(\$6.31K), Multi-Dist.Tall Forb (\$20K) Vegetation GIS pilot & future projects (VGS) Stock/tack/trailer Rentals for Monitoring Livestock Containment Projects (Fish Crk Rnch) Misc landowner requests Monitoring, Planning, Sampling (combined Agr. BMPs) Continue successful TAC pilot project- reseedng (NEW) 1.53 X
Range Data Management	\$5,000.00	\$0.00	0%	\$8,000.00		
Supplies, rentals	\$1,000.00	\$0.00	0%	\$1,000.00		
Livestock Fencing Grant	\$5,000.00	\$0.00	0%	\$25,000.00		
Misc Ag Projects	\$2,000.00	\$500.00	25%	\$2,000.00		
Restoration of Lands for Agr Productivity	\$1,000.00	\$0.00	0%	\$0.00		
Natl Elk Refuge project				\$40,000.00		
sub-total	\$67,000.00	\$6,905.00	0%	\$102,310.00		
JH Weed Mgmt Association						
Horseback Treatment and Monitoring	\$25,000.00	\$25,000.00	100%	\$0.00	MOA Partner Funding TCWP covering cost in FY2021 (Shift) GTNP, BTNF, CTNF, private lands. (SHIFT) Pilot: amplify detections on River-Salt Cedar/Pepperweed (NEW) \$20k unspent last year + \$20k FY2021. Large scale (New) 1.18 X 1.34 X	
Trailheads & Trails.	\$5,000.00	\$5,000.00	100%	\$20,000.00		
Snake River- Pilot- Working Dogs	\$5,000.00	\$5,000.00	100%	\$5,000.00		
Aerial Cheatgrass Treatments	\$20,000.00	\$0.00	N/A	\$40,000.00		
sub-total	\$55,000.00	\$35,000.00	64%	\$65,000.00		
Agriculture Program sub-total	\$544,913.00	\$112,900.00	21%	\$728,310.00		
TCD Mapping Resources and GIS						
Historical Aerial Imagery Website	\$1,000.00	\$7.74	1%	\$1,000.00	Imagery web hosting on Teton Co site, storage Software maintenance for LP360 (Shift Admin) Plotter Replace - FY 2020, Printerheads, P Line from Water Program Area 0.13 X	
Equipment & Software	\$2,500.00	\$0.00	0%	\$0.00		
Plotter Replacement	\$12,000.00	\$0.00	0%	\$0.00		
Gis/Mapping Contractor Contingency				\$1,000.00		
Mapping Resources & GIS sub-total	\$15,500.00	\$7.74	0%	\$2,000.00		
TCD Sustainability Program						
Air Quality Monitoring Program						
Wyoming DEQ Assistance	\$4,000.00	\$0.00	0%	\$0.00	Mobile Air Station results. GYCC group. (Completed) Sampling, shipping, equipment reimbursement (Shift-Water Program) Disseminate mobile air qual station results. GYCC activities (New) 0.58 X	
USGS Snow Chemistry Contract	\$4,600.00	\$0.00		\$5,000.00		
GYCC air qual (AQ) committee, AQ info				\$2,000.00		
sub-total	\$8,600.00	\$0.00	0%	\$5,000.00		
TAWPC/National Fire Plan Grant						
Workshops & Advertising	\$5,000.00	\$1,237.39	25%	\$4,000.00	HOA, Special Districts, other presentations 25 homes @ \$3,000 ea (cost share) contracted WROs (NEW line, recurring activity) Cost-Share contractor projects: Locations TBD (Special District Outreach) Develop Surface Water Source Information w JHFEMS Dvlp, distribute fire resisitive plant utilization publication Tablet emergency replacement, software license, software programming, Support ambasssador group activites Implement social science project (New) 1.43 X	
Risk Reduction Program reimbursements	\$55,000.00	\$55,000.00	100%	\$75,000.00		
Contracted Wildfire Risk Overviews				\$20,000.00		
Neighborhood Scale Veg Mgmt	\$6,000.00	\$0.00	0%	\$15,000.00		
Rural Fire Water Supply Planning	\$8,000.00	\$0.00	0%	\$5,000.00		
Fire Resisitive Plants Landscaping	\$8,000.00	\$0.00	0%	\$2,000.00		
Software & Supplies	\$2,500.00	\$411.75	16%	\$3,000.00		
Wild Fire Ambassador Program	\$2,000.00	\$0.00	0%	\$400.00		
Wildfire Research (WiRe) project				\$5,000.00		
sub-total	\$86,500.00	\$56,649.14	65%	\$124,000.00		

<u>Integrated Solid Waste & Recycling</u>					
Recycling, HHW & E-Waste	\$16,000.00	\$16,000.00	100%	\$18,000.00	MOA Partner Funding Responsible E-Waste Disposal - disposal opportunities scarce 50% of Shipping Container Cost Increase ISWR In-house food waste composting program Staffing Incinerator Plan, Design, Permitting (NEW) 1.09 X
E-Waste Containers	\$3,500.00	\$3,500.00	100%	\$3,500.00	
GTNP Food Waste Pilot	\$1,500.00	\$1,500.00	100%	\$1,500.00	
Food Waste Planning Intern	\$3,850.00	\$3,850.00	100%	\$0.00	
Carcass Disposal				\$4,000.00	
sub-total	\$24,850.00	\$24,850.00	100%	\$27,000.00	
<u>Energy Conservation Works</u>					
Green Power Program	\$8,500.00	\$8,500.00	100%	\$5,000.00	MOA Partner Funding Program Promotion (Currently @ 11% - Target 15%) Discount for Energy Audit from USDA Rural Development Grant Using their previously granted funds of \$17,000 Using their previously granted funds of \$1,650 LVE members LED light, Showhead + Shower Temperature Valve Cost-share template protocols 1.30 X
Commercial Energy Efficiency	\$5,000.00	\$500.00	10%	\$5,000.00	
Residential Solar Cost Share Grants	\$0.00	\$0.00	0%	\$0.00	
Energy Efficiency Program Administration	\$0.00	\$0.00	0%	\$0.00	
Residential Energy Conservation Kits				\$7,500.00	
Workforce Construction Pilot Project				\$0.00	
sub-total	\$13,500.00	\$9,000.00	67%	\$17,500.00	
<u>Yellowstone-Teton Clean Cities</u>					
Promo CNG Vehicles in Teton County	\$15,184.00	\$9,600.00	63%		MOA Partner Funding In addition to using their previously granted funds of \$5000 In addition to using their previously granted funds of \$5000 In Committed Funds - FY19 Carry Over 0.00 X
Develop Electronic Vehicle Market	\$2,200.00	\$0.00	0%		
Jackson Hole Emissions Inventory	\$2,500.00	\$2,500.00	100%	\$0.00	
sub-total	\$19,884.00	\$12,100.00	61%	\$0.00	
<u>Weed Control</u>					
Hand Pull event				\$1,000.00	JHWMA/Pathways supported pathway weed pull (NEW) 1.00 X
sub-total				\$1,000.00	
<u>WYDOT</u>					
Living Snow Fence				\$30,000.00	Hwy390 project. Const & mtce. OSLI, WYDOT, WSFD, Resor (New) 1.00 X
sub-total				\$30,000.00	
TCD Sustainability Program sub-total	\$133,450.00	\$102,599.14	77%	\$204,500.00	1.53 X
<u>Community Partnership Program</u>					
TCD Partnering Funds	\$161,988.49	\$38,532.69	24%		TBD June 2020 Board Meeting + Dedicated Tax Projection Errors One annual cycle Based on decisions at the TCD June 2020 Board Meeting Mil Levy Projection Correction TBD June 2020 Board Meeting (NEW) 0.35 X
TAC Grants Available	\$100,000.00	\$0.00	0%	\$100,000.00	
Committed Funds Projects for FY20	\$19,834.57	\$17,014.57	86%		
Community Infrastructure Project Grants & Partnering Funds sub-total	\$281,823.06	\$55,547.26	20%	\$100,000.00	
<u>TCD Water Resources Projects</u>					
Flat Creek Sampling, 303d	\$5,000.00	\$2,243.80	45%	\$5,000.00	Macro-Invertebrate & WQ sampling (Complete)
Fish Creek Sampling Partnership	\$88,000.00	\$8,646.94	10%	\$0.00	
Fish Creek Sampling				\$40,000.00	(New) Fish Creek Sampling & Stakeholder Nutrient Redux, Watershed Planning
Flat Creek Water Improvement Dist.	\$33,600.00	\$28,669.56	85%	\$30,500.00	Well Monitoring(\$9k),Access(\$2k+4K FY20),Wort Div.Permit(\$6k),Excavation(\$4k),Berm(\$9.5K)
WID Elections (TCD) & Meeting Ads	\$2,400.00	\$1,048.97	44%	\$0.00	Public Notices for Joint Quarterly Meetings (2019 election)
Well Test Kits & Ads	\$25,000.00	\$8,455.00	34%	\$25,000.00	Well Test Kits (40% Reimburse)
Monitoring Well Network	\$1,000.00	\$0.00	0%	\$0.00	(Complete)
Best Management Practices	\$30,000.00	\$1,082.03	4%	\$30,000.00	Trout Friendly Lawn Fertilizer, stormwater, septic/sewer, snow storage, other
Equine Corral Runoff Management	\$12,000.00	\$0.00	0%	\$12,000.00	Equine BMPs , On the Ground Pilot Project(s)
E.Coli	\$1,000.00	\$0.00	0%	\$0.00	E. Coli Testing as Requested + Supplies (Shift)

Standards & Lab	\$3,000.00		\$225.40		8%		\$4,000.00	Calibration of all water quality equipment for one year, E.Coli Tests	
Septic System Cost Share	\$600.00		\$0.00		0%		\$0.00	Funding for Septic Pumping or conversion Incentive (Complete)	
Database Tech on Retainer	\$1,000.00		\$0.00		0%		\$0.00	Technical Assistance Contractor (Shift to Mapping & GIS Line Item)	
Septic System Monitoring Project	\$50,000.00		\$2,865.00		0%		\$140,000.00	Septic System Efficacy Project,Cost-Share Potentials,Likely Teton County \$60k	
Town Stormwater Cost-Share	\$96,500.00		\$96,500.00		0%			Forthcoming ToJ Request	
Hoback Water Quality	\$50,000.00		\$15,864.94		0%		\$50,000.00	Collaboration with County Dist. Formation, Stakeholder Recommended Projects	
Well Test Chemical Mapping	\$10,000.00		\$0.00		0%		\$3,000.00	Map Chemical Gradients, Zedi data in tabular form, TCD maps, publish digitally	
sub-total	\$409,100.00		\$165,601.64		40%		\$339,500.00	0.83 X	
USGS Partnership Projects									
Est. TCD Gaging Stations	\$20,240.00		\$20,240.00		100%			Year Three of Five Year Contract w/ Annual Contracted Increase	
Est. Gros Ventre Gaging Stations	\$6,350.00		\$6,350.00		100%			Year Three of Five Year Contract w/ Annual Contracted Increase	
Est. GTNP Gaging Stations	\$18,070.00		\$18,070.00		100%			Year Three of Five Year Contract w/ Annual Contracted Increase	
Temperatruue at Gaging Stations	\$11,000.00		\$0.00		0%		\$11,000.00	Tempearture logging at 7 key stream gages	
USGS Source Tracking	\$30,000.00		\$0.00		0%		\$0.00	Not currently planned	
Flat Creek Sediment	\$25,000.00		\$0.00		0%		\$25,000.00	Contribution to USGS/WDEQ sediment study in Flat Creek	
sub-total	\$110,660.00		\$44,660.00		40%		\$36,000.00	0.33 X	
Trout Unlimited									
Kids Fishing Day MOA	\$500.00	\$500.00	\$500.00	\$0.00	100%	0%	\$500.00	MOA Partner Funding	
Adopt-A-Trout Kids Program	\$1,500.00	\$2,000.00	\$0.00	\$2,000.00	0%	100%	\$1,000.00	Sponsorship:Supplies and Promotion	
Lake Creek Ranch Diversion	\$9,620.00		\$0.00		0%		\$10,280.00	USGS speaker costs, supplies, Spread Creek field trip	
Granite Creek Diversion Design Review	\$1,500.00		\$0.00		0%		\$0.00	Final Design (Multi-Year Project)	
Sewell Ranch bank stability assessment	\$15,000.00		\$0.00		0%		\$25,000.00	Postponed	
Black Rock Diversion							\$15,500.00	In addition to SWPP, Material hauling and staging (\$600K Multi-Year Project)	
sub-total	\$28,120.00		\$500.00		2%		\$52,280.00	In addition to SWPP,no-rise hydrologic model(\$300K) project (NEW)	
								1.86 X	
Friends of the Teton River									
Friends of the Teton River	\$9,961.00	\$11,000.00	\$7,373.00	\$0.00	74%	0%	\$10,287.00	MOA Partner Funding	
Program ID	\$2,730.00						\$3,544.00	Water Quality, Temperature, Stream Flow Monitoring WY Side	
Hog Canal Fish Screen							\$19,000.00	Landowner Outreach	
sub-total	\$12,691.00		\$7,373.00		58%		\$32,831.00	Replace and Automate (NEW: MOA Amendment Required)	
								2.59 X	
TCD Water Resouces Projects sub-total	\$560,571.00		\$218,134.64		39%		\$460,611.00	0.82 X	
TCD Wildlife Projects									
Wildlife Inventory Flights	\$2,500.00		\$0.00		0%		\$0.00	Non-Game, Sage Grouse, Other (Unused in FY20)	
Habitat Improvements	\$15,000.00		\$0.00				\$15,000.00	Pollinator Prog.(Xerces Soc.Implement,Backyard Hives),Aerial Seeding,Burn Monitor(Shift)	
Sage-Grouse Local Working Group							\$10,000.00	LWG Support: Genetic Baseline Testing, Translocation Costs, Flights (NEW)	
Wildlife Attractant Mltigation	\$20,000.00		\$11,575.00				\$10,000.00	Wildlife proofing gardens/compost (DECREASE)	
Support Wildlife Data Collection	\$20,000.00		\$19,020.00		95%		\$30,000.00	Nongame, Migration, Disease, Graduate Research, GYCC Support (INCREASE)	
Field Equipment	\$5,000.00		\$0.00				\$0.00	Playback, Amphibian Monitoring, Optics Equipment, etc. (expected FY20)	
sub-total	\$62,500.00		\$30,595.00		49%		\$65,000.00	1.04 X	
Grand Teton National Park Foundation									
Kelly Hayfields							\$10,000.00	MOA Partner Funding	
sub-total	\$0.00		\$0.00				\$10,000.00	Native seed propagation/equipment	
								1.00 X	
Jackson Hole Wildlife Foundation									
Website & Technology	\$2,000.00		\$1,000.00		50%		\$0.00	MOA Partner Funding	
Wildlife/Vehicle Collision	\$7,000.00		\$5,000.00		71%		\$7,000.00	Data Management & Website User Interface Improvements (DECREASE)	
								Hwy 22 & 390, Teton Pass (west), N. Hwy 89	

Wildlife Friendlier Fencing	\$10,000.00	\$6,732.00	67%	\$10,000.00	Fence Modification with willing landowners (materials & crew logistics)
Nature Mapping Jackson Hole	\$8,000.00	\$6,000.00	75%	\$8,000.00	Data sorting, Analysis and Reporting, In-house capacity
sub-total	\$27,000.00	\$18,732.00	69%	\$25,000.00	0.93 X
TCD Wildlife Program sub-total	\$89,500.00	\$49,327.00	55%	\$90,000.00	1.01 X
TCD Communications Program					
Education & Outreach Efforts	\$10,000.00	\$0.00	0%	\$12,000.00	Ed./outreach material, activities, signage, etc. (JHCWC dog waste, Karns Mdw signs (carryover))
Events	\$10,500.00	\$57.06	1%	\$8,000.00	Event sponsorships, speaker costs, space rentals, promotion, food etc.
Cache Creek Flow Painting Project	\$7,000.00	\$0.00		\$0.00	Cache Creek Flow Painting Project (Completed)
www.tetonconservation.org website	\$1,000.00	\$216.00	22%	\$1,000.00	Domain hosting, website upkeep, Squarespace
TCD Promotions, Advertising & Outreach	\$10,000.00	\$7,716.35	77%	\$0.00	Newspaper, Buckrail & Social Media Ads, Paid Outreach (Shift)
Advertising & Promotions				\$13,500.00	Newspapers, online media platforms, social media, radio, video, etc.
Printing	\$10,000.00	\$3,487.84	35%	\$8,000.00	Newsletters, annl repts, brochures, reports, mailings, graphic design, etc.
TCD Communication Prog. sub-total	\$48,500.00	\$11,477.25	24%	\$42,500.00	0.88 X

Program Budget Summary					
TCD Agriculture Program	\$544,913.00	\$112,900.00	21%	\$728,310.00	
GIS & Mapping	\$15,500.00	\$7.74	0%	\$2,000.00	
Sustainability Projects	\$133,450.00	\$102,599.14	77%	\$204,500.00	
Tech. Assistance Grants & Partnering	\$281,823.06	\$55,547.26	20%	\$100,000.00	\$0.45
Water Resources Projects	\$560,571.00	\$218,134.64	39%	\$460,611.00	
Wildlife Projects	\$89,500.00	\$49,327.00	55%	\$90,000.00	
Communications	\$48,500.00	\$11,477.25	24%	\$42,500.00	
Program Budget Total	\$1,674,257.06	\$549,993.03	33%	\$1,627,921.00	0.97 X

Operations Budget FY 2020

	Budgeted FY 20	Spent to Date		FY2021 Proposed	
Operations Expenses					
General Office Expenses					
Rent & Office Fixtures	\$57,500.00	\$44,744.93	78%	\$60,000.00	Contract + 3% Apr-June, snow & landscape,
Facility Contingency	\$15,000.00	\$0.00	0%	\$15,000.00	Contingency for additional facility costs, contract expansion potential
Cleaning	\$4,000.00	\$2,508.65	63%	\$4,000.00	Monthly cleaning & cleaning supplies
Electricity	\$2,000.00	\$671.34	34%	\$1,500.00	Electricity for the year
Recycling & Garbage	\$1,500.00	\$521.52	35%	\$1,500.00	Weekly garbage and semi-weekly recycling
sub-total	\$80,000.00	\$48,446.44	61%	\$82,000.00	1.03 X
Supplies & Equipment					
Office Supplies	\$4,000.00	\$2,576.32	64%	\$4,000.00	Office supplies & equipment
Postage & Shipping	\$750.00	\$317.15	42%	\$750.00	Office postage, shipping & supplies expense, increased communication
Computer System Maintenance	\$25,750.00	\$12,625.33	49%	\$42,000.00	Maint/repair/Replace, update software/protection, offsite backup, audit, server (Shift from Mapping)
Employee Safety Equip. & Training	\$1,500.00	\$0.00	0%	\$1,500.00	Safety Training and Equipment
sub-total	\$32,000.00	\$15,518.80	48%	\$48,250.00	1.51 X
Communications & Travel					
Landline/Cell Phones	\$7,500.00	\$1,374.01	18%	\$7,500.00	Monthly landline and cell phone expense reimbursements

Internet Service	\$1,500.00	\$579.39	39%	\$1,500.00	internet service & hookup fee
TCD Vehicles, Trailer & Equip.	\$7,500.00	\$2,300.99	31%	\$10,000.00	Vehicle Maintenance/Supplies, Fuel & Mileage
sub-total	\$16,500.00	\$4,254.39	26%	\$19,000.00	1.15 X
Professional Expense					
Legal & Accounting	\$35,000.00	\$28,804.16	82%	\$35,000.00	\$15,000 audit + legal+Employee/Board bonds+Direct Deposit Fees (Advertisizing Removed)
Liability Insurance & Bonds	\$10,000.00	\$4,563.00	46%	\$10,000.00	Office, vehicle & LGSIP insurance policies
Dues & Subscriptions	\$18,250.00	\$15,161.55	83%	\$22,500.00	WACD(\$12.5K),NACD(\$750),RC&D(\$200),WASD(\$1K),Rotary(\$1.1K),Cloud(\$750),BYBY(\$750)
TCD Equipment & Clothing Stipend	\$1,400.00	\$165.09	12%	\$600.00	TCD Logo Clothing for Staff and Board Members
Board Travel & Supplies	\$2,500.00	\$700.65	28%	\$2,500.00	Board members travel expenses for meeting/meeting supplies (Alta Incl.)
Employee Training: All Staff	\$1,500.00	\$229.11	15%	\$1,500.00	Professional Trainings funds available for all staff (TBD)
Training - RS	\$1,000.00	\$156.84	16%	\$1,000.00	Arborist (10 CEUs - \$150) & Wildfire Mitigation (CEUs), Microsoft Word Class
Training - MG	\$4,300.00	\$930.57	22%	\$850.00	GIS, Native Plant, Wildlife Society, Wilderness First Aid,
Training - CG	\$1,000.00	\$0.00	0%	\$1,000.00	Wilderness First Aid, Water Quality
Training - EH	\$1,500.00	\$0.00	0%	\$800.00	WASD
Training - TS	\$400.00	\$503.61	126%	\$500.00	Wildlife Society Meeting
Training - PC	\$800.00	\$340.00	43%	\$800.00	Videography
Training - Tech	\$800.00	\$491.07	61%	\$500.00	New Tech 5/2020
Strategic and Long Range Planning	\$10,000.00	\$10,000.00	100%	\$5,000.00	Facillitator expenses and Printing costs
TCD Report Printing + Advertising	\$2,000.00	\$0.00	0%	\$0.00	Miscellaneous Publications Supplemental to Communications(See Communications
sub-total	\$90,450.00	\$62,045.65	69%	\$82,550.00	0.91 X
Meeting & Misc. Expense					
TCD Regular Meetings	\$2,400.00	\$677.64	28%	\$1,600.00	TCD Monthly & Special Meetings + Food
WACD Area Meeting	\$500.00	\$321.88	64%	\$500.00	Annual Area 5 Meeting
WACD State Meeting	\$2,500.00	\$2,505.07	100%	\$3,000.00	Annual WACD Meeting w/lodging and meals
WACD / WCDEA Meetings	\$1,500.00	\$288.71	19%	\$1,000.00	WACD topic meetings + Wy. Associaton of Special Districts
Other Meetings	\$2,000.00	\$290.86	15%	\$1,500.00	Business Meals (Interagency and Partner Meetings)
Miscellaneous Expense	\$1,000.00	\$50.00	5%	\$1,000.00	Unanticipated expenses
sub-total	\$9,900.00	\$4,134.16	42%	\$8,600.00	0.87 X
Operations (no payroll) Budget Total	\$228,850.00	\$130,265.28	57%	\$240,400.00	1.05 X
Employee Payroll Expense					
Employee Wages	\$530,000.00	\$402,447.70	76%	\$565,000.00	Current Salary Rate for FY 2020 + small increase
Employer Payroll Taxes	\$42,000.00	(in wages)		\$45,000.00	Employer pays 0.0765% of wages in taxes - *TCD net amount
Worker's Compensation	\$16,000.00	\$7,536.58	47%	\$17,000.00	6 Full Time and 1 Part Time Staff
Health & Dental Insurance	\$84,000.00	\$52,379.98	62%	\$93,000.00	Health & Dental premium for FY 2020 (Board Insurance Choices)
Employer Retirement Expense	\$73,000.00	(in wages)		\$100,000.00	18.12% of salaries, per WRS as of 07/01/2020
WRS/Unemployment /Leave Liability	\$10,000.00	\$0.00	0%	\$10,000.00	Unemployment,leave and liability payout fund
Personal Health Savings Accounts					Board Insurance Choices
Overtime	\$10,000.00	\$3,820.33		\$4,000.00	Pooled All Staff Including Employer Tax Contributions
sub-total	\$765,000.00	\$466,184.59	61%	\$834,000.00	1.09 X
Operations + Payroll Expense Total	\$993,850.00	\$596,449.87	60%	\$1,074,400.00	1.08 X
Budget Grand Totals	\$2,668,107.06	\$1,146,442.90	43%	\$2,702,321.00	1.01 X