



**Teton
Conservation
District
Est. 1946**

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Teton Conservation District (TCD) April 2021 Board Meeting
April 21, 2021 at 1:00 p.m. | Location: Zoom Video Conference

Zoom Video Conference Invitation

If joining the meeting by computer or tablet, go to: <https://us02web.zoom.us/j/82332457836>

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

If calling by phone, you will be prompted to enter this Meeting ID: [823 3245 7836](https://us02web.zoom.us/j/82332457836)

TCD Meeting Members

Board Members: Steve McDonald, Dave Adams, Roby Hurley, Nate Fuller, Bob Lucas

Associate Board Members: Tom Breen, Sarah Hegg, Elizabeth Barczynski, Bob Weiss

Staff Members: Emily Hagedorn, Robb Sgroi, Morgan Graham, Emily Smith, Carlin Girard, Phoebe Coburn, and Tom Segerstrom

Partners & Guests: Luther Propst (Teton County Board of County Commissioners), Mary Moore (Bridger-Teton National Forest), Adam Clark (Natural Resource Conservation Service), Anna Lindstedt (Friends of the Teton River), Ryan Colyer (Biota Research and Consulting), Bryan Bedrosian (Teton Raptor Center)

TCD Meeting Agenda

Minutes and Treasurer's Reports	10 minutes
Agency Reports, Guests, and Public Comment	60 minutes
<ul style="list-style-type: none"> Luther Propst (Teton County Board of County Commissioners) Mary Moore (Bridger-Teton National Forest) Adam Clark (Natural Resource Conservation Service) – Local Working Group Meeting Anna Lindsedt (Friends of the Teton River) 	
Board Reports	10 minutes
Staff Reports and Staff Action Items	60 minutes
<ul style="list-style-type: none"> Jerome and Christine Young - Gaffney Ditch Grant Application TCD/Ducks Unlimited Small Water Project Program Agreement Teton Raptor Center - Sage Grouse Genetic Health Grant Application Jackson Hole Wed Management Association MOU Renewal (<i>document to be presented at board meeting</i>) 	
Old and New Business	10 minutes
Executive Session	10 minutes
<p><i>(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.)</i></p>	

**Teton Conservation District (TCD) March 2021 Board Meeting Minutes
March 17, 2021 | Online Meeting**

Attendees:

TCD Board Supervisors: Steve McDonald, Roby Hurley, Dave Adams, Nate Fuller, Bob Lucas

TCD Associate Board Members: Bob Weiss, Elizabeth Barczynski

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

Guests: Mary Moore (Bridger-Teton National Forest), Adam Clark (Natural Resources Conservation Service), Leslie Steen (Trout Unlimited), Scott Steen and Mari Allan Hanna (Slow Food in the Tetons), Barbara Hauge and Kurt Klukas (Snake River Associates), Abigail Karin (Public), Cyrus Dowlathshahi (Public)

Due to COVID-19, all meeting attendees participated in the meeting via a computer or phone. Roby, Dave, Tom, and Robb joined by computer from the TCD boardroom.

Call to Order: Steve called the meeting to order at 1:01 p.m.

February 17, 2021 Meeting Minutes: Dave moved to approve the February 17, 2021 Board Meeting Minutes. Nate seconded. There was clarification on the motion associated with the Flat Creek & Elk Refuge Inn PIC Grant Application. No changes were made to the minutes. **The motion carried.**

February 2021 Treasurer's Report: Dave reviewed the February 2021 Treasurer's Report.

- Checks numbering 19870-19902 dated February 1-28, 2021: \$89,417.44
- Credit card charges: \$7,793.93
- Net credits for the month: \$69,525.37
- Operating Reserves Account Balance: \$501,067.16
- Committed Funds Savings Account: \$481,018.38
- Reconciled General Fund Checking Balance: \$957,227.76

Emily noted a small mistake on the Committed Funds Accounting in the January Treasurer's report presented at the February 2021 board meeting, which has been accounted for in the current, February 2021 report. **Roby moved to approve the February 2021 Treasurer's Report. Nate seconded. The motion carried.**

Guest Reports and Public Comment:

Mary Moore, Bridger-Teton National Forest (BTNF): 1) The Snow King Environmental Impact Statement Record of Decision will be released in late March or early April 2021. 2) BTNF met with the approving committee for the Federal Lands Access Program (FLAP) grant (~\$300K) that was submitted for the Teton Pass Corridor. The committee approved the corridor plan, which supports public access and recreation opportunities in conjunction with transportation needs. 3) BTNF released five responsible winter recreation videos constructed by Friends of the Bridger-Teton organization. 4) BTNF staff are still being encouraged to telework. Masks must be worn in federal buildings.

Adam Clark, Natural Resources Conservation Service (NRCS): Adam provided the board with an update on NRCS activities. A Wilson resident approached Adam about the possibility of constructing a high tunnel. Robb offered to share information with the resident on Teton County building codes. Adam discussed the upcoming Local Work Group (LWG) meeting. There are some new advertising rules associated with LWG. NRCS is encouraging conservation districts across the state to lead and facilitate LWG meetings. Tom will follow up with Adam.

Leslie Steen, Trout Unlimited (TU): Carlin provided an introduction to the Spread Creek Fish Passage and Stabilization Project. Leslie thanked the board for their support of stream restoration projects and offered context on challenges of TCD grant funds not carrying through fiscal years due to contracts being in place. Leslie provided a PowerPoint and history on Phase 1 of the project, implemented in 2010. Leslie discussed challenges with the irrigation diversion and fish passage. Phase 2 of the project will include diversion rehabilitation, corrugated water fish screen, bank stabilization, and sediment reduction. Leslie provided detail on project funding. Projects costs have gone up; the project budget is \$1.6 million, with over \$600,000 in in-kind staff and material contributions. The amount being requested from TCD through TU's FY 2022 Memorandum of Agreement (MOA) is \$50,000. TCD has provided \$85,000 in funding to date.

Board Reports: 1) Roby discussed a proposed Land Development Regulation (LDR) amendment regarding wildlife friendlier fencing. Roby summarized challenges with enforcement and addressing the repair or replacement of existing fencing. The LDR draft also proposes changes for consistency with other fencing standards and recommends using the State of Wyoming's definition of agriculture, with the exception of defining agricultural properties as 70 acres minimum. The State of Wyoming's definition of agriculture uses 35 acres as the minimum size.

Nate commented on the importance of also further defining what qualifies as an agricultural product beyond cattle and hay such as forest products, and supported TCD staff time dedicated to learning more and providing information to local agriculturists. Bob agreed and talked about the importance of supporting agricultural land uses to alleviate pressure to develop. Nate commented that fencing that is not serving an enclosing or excluding purpose should be discouraged; such fencing hinders wildlife movement and drives up fencing prices. TCD will provide comments on LDR amendments by March 26, 2021.

Staff Reports: *Please refer to the previous month's board packet to find information items included in written staff reports that were not discussed during the meeting.*

Emily Hagedorn-Wegher (Administrative Manager): Emily presented a recommended motion to the board. **Dave moved to make the \$11,784 in funds that cannot currently be expended for the original FY20 and FY21 MOA funding grants, available for other projects in the FY21 TCD budget. Roby seconded. The motion carried unanimously.**

Information Items: 1) Emily attended Wyoming Association of Conservation Districts Certification Training. She discussed records retention management. The Wyoming Department of Audit provides records retention recommendations, which TCD follows. 2) The June 2021 Board Meeting will be preceded by a quarterly joint TCD-Flat Creek Water Improvement District (FCWID) meeting.

Robb Sgroi (Land Resources Specialist): Robb introduced a grant application from Slow Food in the Tetons (SFT). Scott Steen and Mari Allan Hanna with SFT were available for questions. **Dave moved to approve the Slow Food in the Tetons line-item funding request titled ‘May Park Community Garden Fence’, in the amount of \$7,000, from the FY 2021 line-item ‘Small Agriculture’. Nate seconded.** There was a conversation about Jackson/Teton County Parks & Recreation’s involvement and current fence dimensions. The total enclosure area is 200’ x 200’. Three are 75, 10’ x 10’ garden beds. Robb provided context that TCD is considering a MOA with SFT; their FY 2022 request is \$43,000. This project would be completed before the end of FY 2021. **The motion carried unanimously.**

Robb introduced a grant application from Snake River Associates (SRA). Barbara Hauge and Kurt Klukas from SRA answered the board’s questions. The project application presented a two alternative fence designs and costs, which the board discussed. The board reviewed Jackson Hole Wildlife Foundation’s comments on the project; there was discussion on the top rail and laying down the bottom wire. The board talked about the shared responsibility of neighbors; no financial support was requested from neighbors, in part because the fence is not immediately adjacent to other properties but runs along a county road right-of-way. Nate expressed concerns about the precedent of paying for fencing in this particular context. Bob expressed concerns about the labor involved with a top rail and that a smooth bottom wire will not effectively hold in cows. **Dave moved to approve the line-item request titled ‘Fish Creek Road Perimeter Fence’, in the amount of \$8,200.00 from the FY 2021 line-item ‘Livestock Fencing Grant’. Bob seconded.** There was clarifying discussion on the bottom wire and the top rail and that removal is a standard ranching cost. **Dave amended the motion to award \$7,150.00. Bob seconded. The motion passed unanimously.**

Robb introduced a recommended motion to consider a MOA agreement with Full Circle Education. **Dave moved to authorize the Chairman to sign the MOA between Teton Conservation District and Full Circle Education.** Tom provided some context on MOA grant contracts. **Roby seconded. The motion passed unanimously.** Because Steve is out of town, Steve authorized Dave to sign the MOA.

Robb introduced a recommend motion to consider an MOA agreement with Slow Food in the Tetons. **Dave moved to authorize the Chairman to sign the MOA between Teton Conservation District and Slow Food in the Tetons. Nate seconded. The motion passed unanimously.** Steve authorized Dave to sign the MOA in his absence.

Information Items: 1) (Addition to the staff report) Robb reported that Gene Linn is considering developing an irrigation district to manage the Bennie L. Linn Ditch. The board discouraged the idea because of substantial administrative time and costs. Nate and Bob empathized with Gene and discussed alternatives. The board approved TCD staff time to help Gene create a mailing list of all water right holders. Dave suggested Gene reach out to the properties that are adjacent to the water and enjoy the water feature. Nate commented on the workload associated with contacting landowners. Dave said the Jensen Canyon headgate project was funded voluntarily. Steve offered that the central pipeline project in Alta was addressed by forming a nonprofit corporation. Steve, Dave, Bob, and Nate all offered to discuss alternatives with Gene further. 2) There’s a new permanent air quality instrument measuring real time particulate matter on High

School Road. There was discussion on pending reporting from the Wyoming Department of Environmental Quality on the temporary air quality monitoring station that was placed at the National Elk Refuge.

Steve called for a break at 3:12. Steve called the meeting back to order at 3:20.

Morgan Graham (GIS & Wildlife Specialist): Information Items: 1) Morgan answered the board's questions about an opportunity to obtain Quality Level 1 (QL1) lidar data. If they decide not to pursue QL1 at this time, the contractor indicated there may be another opportunity, but delaying the decision would mean higher mobilization costs. Morgan summarized some conversations with other agencies and interested parties. Steve reported that Scott Pierson said that the QL1 data would have great utility and offer efficiencies and cost-savings, but only if Teton County were to accept its use in place of a site survey. Morgan agreed with Scott, and commented that the Town Engineer, Brian Lenz, was receptive. Dave spoke to the importance of outreach to enable people to use the data and strategic communication with Teton County staff who could be advocates for its use. There was discussion on the possibility of charging other entities for data use and opportunities to present the data in publicly usable forms. There was discussion on possible funding partners and cost of upgrading, which is estimated between \$200,000 and \$250,000. If the board approves, invoicing could begin in FY2021 and carry into FY2022. The board said Morgan should put limited time into reaching out to a few targeted potential funding partners, but they were prepared to consider funding in full. Roby asked about the possibility of higher levels than QL1, making the data obsolete in the coming years. Morgan said it is unlikely. The board will make a final decision at the April 2021 board meeting. If approved, an agreement will need to be in place by May 1, 2021.

Emily Smith (Natural Resources Technician): No discussion.

Carlin Girard (Water Resources Specialist and Associate Director): Carlin introduced a recommended motion. **Dave moved to approve the Board Chair to sign the Wyoming Department of Agriculture Intent to Use Lab Funds form. Roby seconded. The motion passed unanimously.** Steve authorized Dave to sign the form in his absence.

Information items: 1) There was brief discussion about the amount of funding dedicated to Granite Creek/Lake Creek through the Trout Unlimited MOA.

Phoebe Coburn (Communications Specialist): Phoebe introduced a recommended motion. **Dave moved to adopt the Grant Guidelines Memo dated March 10, 2021. Roby seconded. The motion passed unanimously.**

Information Items: 1) Steve asked Phoebe about dissemination of information about Zebra mussels that were recently found in moss balls sold by pet stores.

Tom Segerstrom (Executive Director): Tom discussed Town of Jackson and Teton County efforts to hire an environmental staff person. **Nate moved to authorize the Board Chair's signature to approve the letter to the Town of Jackson. Dave seconded.** The board's discussion was centered on the lack of a common plan between the town and county. Dave

expressed that there is greater need of environmental staff at the county. Dave was in favor of focusing efforts towards the county commissioners, however town involvement is required for water planning, inherent in their ownership of infrastructure. Roby said assurances of a plan from the county with detailed short- and long-term goals, as well as approval from the town, would be necessary. Dave suggested directly offering funding support for the county position but stating in the letter to the town that TCD is available to discuss funding needs as they arise. Concerns about an agency funding staff in another agency were also discussed. Carlin offered that this is an opportunity to encourage the town and county to jointly work on wastewater and stormwater initiatives. Tom said the letters will be redrafted, including language on precise planning. **Dave moved to table the discussion until the letters can be revised. Nate seconded. The motion passed unanimously.**

Information Items: 1) Tom reported that the Jackson Hole Fire/EMS is seeking funds for a wildfire coordinator position. Tom said it will be open for discussion at the April 2021 board meeting. 2) Tom asked the board for initial input on the draft budget. Roby commented on a proposed amendment to the Jackson Hole Wildlife Foundation MOA request to include a new item in the amount of \$10,000 for wildlife levy ramps. Roby also discussed a pending request from the Town of Jackson in the amount of \$10,000 to publish raw data from the Sewer and Infill Capacity Analysis in a usable format. There was brief discussion on a few other items, including well test kit sales and Yellowstone-Teton Clean Cities request for an autonomous electric shuttle. Emily noted carryover funds were not included in this draft budget and mill levy funds are only estimated at this time. The final budget hearing will take place at the June 2021 Board Meeting.

Adjournment: Roby moved to adjourn the regular TCD meeting at 4:51 p.m. Dave seconded. The motion passed unanimously.

Submitted by: _____
Phoebe Coburn Date

Supervisor: _____
Date

Supervisor: _____
Date

Supervisor: _____
Date

Teton Conservation District - Monthly Treasurer's Report

March 31, 2021

Debits for the month:		
<u>Checks written between</u>		
March 1 and 31, 2021		\$124,839.63
March credit card charges of		\$3,236.16

Credits for the month:		
<u>regular income sources</u>		
Mill Levy from Teton County		\$24,306.19
General Fund Checking Interest from Wells Fargo Bank		\$7.64
Committed Funds Savings Interest - Wells Fargo Bank		\$4.21
Operating Reserve Account Income from First Interstate		\$4.53
Well Test Kit Sales (8 sale)		\$400.59
<u>other income sources</u>		
Flat Creek Watershed Improvement Dist. - MoA Reimb.		\$1,713.00
Full Circle Education - Grant Reimbursement		\$70.77
Full Circle Education - Grant Reimbursement		\$205.00
Wyoming Game & Fish - Grant Reimbursement		\$85.96
Total Credits for March		\$26,797.89

Investments and Maturity Dates	Initial Invested	% Income	% Return	
<u>Operating Reserves Account @ First Interstate Bank</u>				
Cash	\$0.00			\$0.00
Money Market	\$500,000.00	\$1,071.69	0.55%	\$501,071.69
total	\$500,000.00		total	\$501,071.69
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$481,018.38
Transfers in or out	Transfer Committed Funds In			\$79,023.82
	Transfer Committed Funds Out			\$47,153.67
Interest Income, prev\$+new%			0.03%	\$4.21
			total	\$512,892.74
Total Funds in Investments				\$1,013,964.43

Ending Summary and Following Month's Information to Date		as of 3/31/21
General Fund Checking Account Balance	0.01%	\$805,758.70
Outstanding Checks		\$3,493.67
Reconciled QuickBooks Balance		\$802,265.03
Mill Levy to be collected in April		\$37,882.19
Checks written so far for the month of April		\$37,878.61

Addition to the Treasurer's Report:		FY21 Spent to Date & Income	4/13/2021	77% of FY
Income:	Budgeted:	Income to Date:	Receivables:	Received %
Regular Income:				
Mill Levy	\$1,599,200.00	\$1,472,580.38	\$126,619.62	92.1%
Interest Income	\$2,500.00	\$123.11	\$2,376.89	4.9%
Well Test Kit Sales	\$5,000.00	\$2,880.38	\$2,119.62	57.6%
WDA Base Funding + WACD WQ	\$8,823.50	\$8,823.50	\$0.00	100.0%
Unanticipated Income	\$2,500.00	\$2,411.20	\$88.80	96.4%
Project Grants & Pass Thrus:				
FY21 GTNP Gaging Stations	\$18,350.00	\$0.00	\$18,350.00	0.0%
Rangeland Health Assessment	\$20,000.00	\$20,000.00	\$0.00	100.0%
Wyoming Water Development Proj.	\$373,200.00	\$35,588.23	\$337,611.77	9.5%
Unanticipated Grants/Reimb.	\$5,000.00	\$14,320.26	-\$9,320.26	286.4%
Total	\$2,034,573.50	\$1,556,727.06	\$477,846.44	76.5%
Program Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
<u>Agriculture Assistance-Cropland</u>	\$561,000.00	\$53,257.99	\$507,742.01	9.5%
<u>Agriculture Assistance-Rangeland</u>	\$62,310.00	\$40,091.34	\$22,218.66	64.3%
JHWMA Cooperative Project	\$65,000.00	\$50,000.00	\$15,000.00	76.9%
<u>Mapping Resources & GIS</u>	\$2,000.00	\$615.52	\$1,384.48	30.8%
Sustainability Projects				
Air Quality	\$2,000.00	\$0.00	\$2,000.00	0.0%
TAWPC/WUI Program	\$129,400.00	\$87,609.64	\$41,790.36	67.7%
MOA Partner Funding	\$91,084.00	\$24,429.67	\$66,654.33	26.8%
PIC Grants and Partnering Funds				
PIC Grant \$ Available in FY 2021	\$48,220.00	\$0.00	\$48,220.00	0.0%
PIC Grant Funds Committed	\$51,780.00	\$13,064.56	\$38,715.44	0.0%
TCD Partnering \$ Available FY21	\$81,645.51	\$69,593.67	\$12,051.84	85.2%
TCD Partnering Funds Committed	\$69,593.67	\$19,638.90	\$49,954.77	28.2%
Project Funds Carried Over from FY20	\$218,980.21	\$85,832.73	\$133,147.48	39.2%
<u>Communications & Outreach</u>	\$42,500.00	\$17,896.14	\$24,603.86	42.1%
Water Quality Program				
Water Quality Projects	\$398,250.00	\$117,222.75	\$281,027.25	29.4%
Flat Crk Water Improvement Dist.	\$25,000.00	\$19,000.00	\$6,000.00	76.0%
USGS Partnering Projects	\$85,960.00	\$67,258.58	\$18,701.42	78.2%
MOA Partner Funding	\$85,111.00	\$28,250.50	\$56,860.50	33.2%
<u>Wildlife Projects - General Program Exp.</u>	\$82,000.00	\$39.75	\$81,960.25	0.0%
MOA Partner Funding	\$35,000.00	\$14,620.32	\$20,379.68	41.8%
Total	\$2,067,240.72	\$708,422.06	\$1,983,026.73	34.3%
Operation Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
<u>General Office Expense</u>	\$81,600.00	\$56,684.17	\$24,915.83	69.5%
<u>Supplies & Equipment</u>	\$49,000.00	\$23,545.49	\$25,454.51	48.1%
<u>Communications & Travel</u>	\$18,750.00	\$3,817.08	\$14,932.92	20.4%
<u>Professional Expenses</u>	\$78,400.00	\$43,813.32	\$34,586.68	55.9%
<u>Payroll Expenses</u>	\$813,650.00	\$556,576.73	\$257,073.27	68.4%
<u>Meeting Expenses</u>	\$8,600.00	\$3,953.31	\$4,646.69	46.0%
Total	\$1,050,000.00	\$688,390.10	\$361,609.90	65.6%

FY 2021- Budget Line Items		Committed Funds Savings Account Items			as of 03/31/21
Grant Description		Budgeted Amt	Paid Out	Check #	Remaining
Small Water Project Program Projects					
Central Pipeline Irrigation	FY18	\$5,000.00	\$5,000.00	19813	\$0.00
Game Creek Irrigation System Improve.	FY19	\$5,000.00	\$0.00		\$5,000.00
Jensen Canyon Headgate Rehabilitation	FY19	\$5,000.00	\$0.00		\$5,000.00
7 Mile Ranch Project	FY20	\$5,000.00	\$0.00		\$5,000.00
Blackrock Creek Irrigation Improvement	FY20	\$5,000.00	\$0.00		\$5,000.00
Granite Creek Supp. Ditch Headgate	FY20	\$5,000.00	\$0.00		\$5,000.00
Horse Creek Fish & Irrigation Improve.	FY20	\$5,000.00	\$0.00		\$5,000.00
Lower Snake R. Ranch Bank & Fish Imp.	FY20	\$5,000.00	\$0.00		\$5,000.00
S. Prk Wildlife Area & Wildlife Enhance.	FY20	\$5,000.00	\$0.00		\$5,000.00
Spread Creek Project	FY20	\$5,000.00	\$0.00		\$5,000.00
Mill Creek Irrigation Project - Phase II	FY21	\$5,000.00	\$0.00		\$5,000.00
Owl Creek Subdivision - Fire Water Storage	FY21	\$5,000.00	\$0.00		\$5,000.00
	<i>subtotal</i>	\$60,000.00	\$5,000.00		\$55,000.00
Project , MOA & PIC Carryover from FY 20 Budget					
Backyards & Barnyards	FY20	\$750.00	\$750.00	19853	\$0.00
Star Valley CD/Haderlie Farm	FY20	\$0.00	\$0.00	canceled	\$0.00
Yellowstone-Teton Clean Cities - FY20 MOA	FY20	\$0.00	\$0.00	(2x budget)	\$0.00
Trout Unlimited - FY20 MOA	FY20	\$24,870.00	\$24,870.00	19629 & 19807	\$0.00
<i>FY 2020 PIC Grants</i>					
Huidekoper Ranch - Lockwood Ditch	FY20	\$3,080.00	\$3,080.00	19543	\$0.00
Linn Ranch - Lily Lake Reservoir	FY20	\$2,500.00	\$0.00		\$2,500.00
University of WY-Great Grey Owl Population	FY20	\$7,859.99	\$0.00		\$7,859.99
Vet Initiative - Moose Herd Investigation	FY20	\$5,000.00	\$5,000.00	19918	\$0.00
WY Wildlife Advocates - Watch for Wildlife	FY20	\$2,000.00	\$0.00		\$2,000.00
Huidekoper Ranch - Vegetation Production	FY20	\$1,739.00	\$0.00		\$1,739.00
UW Haub School - Bighorn Sheep Disease	FY20	\$10,000.00	\$0.00		\$10,000.00
GTNP Foundation - Kelly Hayfields Project	FY20	\$10,000.00	\$10,000.00	19875	\$0.00
Origin Media-Backcountry Conservation Film	FY20	\$10,000.00	\$10,000.00	19916	\$0.00
Natn'l Museum of WL Art-Native Plnt Grdn	FY20	\$3,000.00	\$3,000.00	19833	\$0.00
J-W Subdivision - Nitrate Treatment Proj.	FY20	\$8,618.73	\$8,618.73	19544	\$0.00
Montana State University - Butterflies	FY20	\$5,000.00	\$0.00		\$5,000.00
Teton Plants - Native Plant List	FY20	\$2,870.00	\$0.00		\$2,870.00
	<i>Reallocated Funds for Projects</i>	\$10,784.00	\$0.00		\$10,784.00
	<i>subtotal</i>	\$108,071.72	\$65,318.73		\$31,968.99
Reimbursable Grants Carried Over FY20					
Bar W Agriculture - Soil Regeneration	FY20	\$4,622.00	\$0.00		\$4,622.00
Slow Food in the Tetons - Farmer's Market	FY20	\$8,000.00	\$8,000.00	19752	\$0.00
Jim Wilson - Gated Pipe Irrigation Project	FY20	\$19,030.00	\$19,030.00	19555	\$0.00
Elk Ranch - Headgate Project	FY20	\$9,469.07	\$0.00		\$9,469.07
Slow Food in the Tetons-Community Garden	FY20	\$0.00	\$0.00	cancelled	\$0.00
River Meadows Subdivision - Fire Mitigation	FY20	\$924.00	\$924.00	19919	\$0.00
	<i>Reallocated Funds for Projects</i>	\$8,395.50	\$0.00		\$8,395.50
	<i>subtotal</i>	\$50,440.57	\$27,954.00		\$22,486.57

Budget Line Items for FY 2021 Budget					
Leave Liability and Deductibles for FY21	FY21	\$10,000.00	\$0.00		\$10,000.00
Futher Claims and Fees Remaining	FY21	\$467.92	\$467.92	19771	\$0.00
Energy Conservation Works	FY21	\$17,500.00	\$0.00		\$17,500.00
Yellowstone-Teton Clean Cities	FY21	\$15,584.00	\$0.00		\$15,584.00
JHWMA Request + \$20K from FY20 MOA	FY21	\$50,000.00	\$50,000.00	19784	\$0.00
Jackson Hole Wildlife Foundation	FY21	\$25,000.00	\$4,620.32	19782	\$20,379.68
Town of Jackson	FY21	\$89,250.00	\$0.00		\$89,250.00
Integrated Solid Waste & Recycling	FY21	\$23,000.00	\$23,000.00	19748	\$0.00
Flat Creek Watershed Improvement District	FY21	\$19,000.00	\$19,000.00	199852	\$0.00
Trout Unlimited	FY21	\$52,250.00	\$0.00		\$52,250.00
Friends of the Teton River	FY21	\$32,831.00	\$27,750.50	19719	\$5,080.50
Grand Teton National Park Foundation	FY21	\$10,000.00	\$0.00		\$10,000.00
<i>Reallocated Funds for Projects</i>		\$25,000.00	\$0.00		\$25,000.00
	<i>subtotal</i>	\$369,882.92	\$124,838.74		\$245,044.18
Partnering Funds Grants	FY21	Beginning Bal.	Committed	Reallocated	Remaining
List to Date		\$81,641.51	\$69,573.67	\$92,399.50	\$104,467.34
WACD Additional Dues	July	\$12,500.00	\$12,500.00	19551	\$0.00
Fish Creek Gaging Station	July	\$1,680.00	\$0.00		\$1,680.00
Airport Drinking Water Project Grant	Aug.	\$30,000.00	\$0.00		\$30,000.00
Wildfire Risk Reduction Program	Oct.	\$10,393.67	\$0.00		\$10,393.67
Septic Effluent Contract Addn'l Monitoring	Jan.	\$15,000.00	\$0.00		\$15,000.00
	<i>subtotal</i>	\$69,573.67	\$12,500.00		\$57,073.67
Line Item & PIC Grants (Now/ Reimbursed)	FY21				
<i>FY2021 Line Items</i>					
Slow Food in the Tetons Kid's Camps	July	\$6,000.00	\$6,000.00	19915	\$0.00
Slow Food Sweet Hollow High Tunnel	Sept.	\$6,100.00	\$6,100.00	19753	\$0.00
UW Red Fox Research in GTNP	Oct.	\$10,000.00	\$0.00		\$10,000.00
Mill Creek Pipeline Irrigation Project	Dec.	\$1,954.00	\$0.00		\$1,954.00
Buffalo Bill Center of the West - WL Project	Dec.	\$10,000.00	\$0.00		\$10,000.00
Robinson Wildlife Friendly Fencing Project	Jan.	\$10,743.82	\$0.00		\$10,743.82
BTNF Black Rock - Invasive Species Mgmt.	Feb.	\$9,277.00	pending	advance	pending
WY Nature Conservancy-Wildfire Resilliance	Feb.	\$19,500.00	\$0.00		\$19,500.00
Slow Food in the Tetons May Park Fencing	Mar	\$7,000.00	pending	new	pending
Snake River Associates - Perimeter Fencing	Mar	\$7,150.00	pending	new	pending
<i>FY 2021 PIC Grants</i>					
Grand Teton National Park Big Horn Sheep	FY21	\$5,000.00	pending	advance	pending
Vet Initiative for Endangered Wildlife-Moose	FY21	\$5,000.00	\$0.00		\$5,000.00
JH Land Trust - Greenspace: Cache Creek	FY21	\$25,000.00	\$0.00		\$25,000.00
UW/Kelsey Ruehling - Microbial Pollution	FY21	\$3,780.00	\$0.00		\$3,780.00
Teton County - Don't Feed the Wildlife Prog.	FY21	\$5,000.00	pending	advance	pending
Wyoming Stargazing - Lights Out Program	FY21	\$5,064.56	pending	advance	pending
Jackson Hole Public Arts - Wild Walls Mural	FY21	\$3,000.00	pending	advance	pending
<i>Reallocated Funds for Projects</i>		\$48,220.00	pending		pending
	<i>subtotal</i>	\$187,789.38	\$12,100.00		\$32,697.82

Account Reconciliation		
		\$481,018.38
<i>Transferred budgeted committed funds in</i>	Transfer from checking - in	\$79,023.82
<i>Transferred accumulated interest or funds out</i>	Transfer to checking - out	\$47,153.67
		\$0.00
		\$512,888.53
	Previous Interest Accumulated	\$28.45
	New Interest from this month	\$4.21
Reconciled Monthly Balance	Actual Balance 03-31-21	\$512,892.74

9:02 AM

04/13/21

Teton Conservation District
Deposit Detail
March 2021

Type	Num	Date	Name	Account	Amount
Deposit		03/08/2021		Wells Fargo Ch...	24,306.19
			Teton County	Mill Levy	-24,306.19
TOTAL					-24,306.19
Deposit		03/15/2021		Wells Fargo Ch...	150.59
			Well Test Kit Pa...	Well Test Kit Sa...	-150.59
TOTAL					-150.59
Deposit		03/16/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		03/17/2021		Wells Fargo Ch...	2,074.73
			Flat Creek Wate...	Unanticipated/S...	-1,713.00
			Full Circle Educ...	Unanticipated/S...	-70.77
			Full Circle Educ...	Unanticipated/S...	-205.00
			Wyoming Game...	Unanticipated/S...	-85.96
TOTAL					-2,074.73
Deposit		03/17/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		03/22/2021		Wells Fargo Ch...	100.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-100.00
Deposit		03/30/2021		Wells Fargo Ch...	50.00
			Wells Fargo Bank	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		03/31/2021		Wells Fargo Sa...	4.21
			Wells Fargo Bank	Interest Income	-4.21
TOTAL					-4.21
Deposit		03/31/2021		Wells Fargo Ch...	7.64
			Wells Fargo Bank	Interest Income	-7.64
TOTAL					-7.64

9:02 AM

04/13/21

Teton Conservation District
Deposit Detail
March 2021

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
Deposit		03/31/2021		First Interstate ...	4.53
			First Interstate ...	Interest Income	-4.53
TOTAL					-4.53

Teton Conservation District

4/13/2021 9:03 AM

Register: Wells Fargo Checking

From 03/01/2021 through 03/31/2021

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
03/01/2021	19903	Empower Retirement 457(b)	-split-		890.00 X		937,114.98
03/01/2021	19930	Empower Retirement 457(b)	-split-		890.00 X		936,224.98
03/03/2021	19904	Wyoming Retirement System	WRS Retirement Liability	61	6,349.92 X		929,875.06
03/03/2021	19905	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Februy Advertising	152.40 X		929,722.66
03/03/2021	19906	Jackson Curbside Inc.	Cleaning Contract & Supplies	March/Apr/May Rec...	165.00 X		929,557.66
03/03/2021	19907	Toran Accounting, LLC	Legal & Accounting Services	January Cash Rec	162.50 X		929,395.16
03/03/2021	19908	Brilliantly Done, Inc.	Cleaning Contract & Supplies	January Office Clean...	312.50 X		929,082.66
03/03/2021	19909	Valley Office Systems	Legal & Accounting Services	Copier Staples	76.52 X		929,006.14
03/03/2021	19910	WACD	Payroll Expenses:Employer Me...	March/April Dental I...	664.10 X		928,342.04
03/03/2021	19911	MasterCard	-split-	February credit card ...	7,793.93 X		920,548.11
03/03/2021	19912	Rotary Club of Jackson Hole	Dues & Subscriptions	Quarterly Rotary Dues	275.00 X		920,273.11
03/03/2021	19913	United States Geological Sur...	Project/Program Expenses:Con...	Bill #90877354 Sedi...	6,500.00 X		913,773.11
03/03/2021	19914	Nelson Engineering	Project/Program Expenses:Con...	Septic System Monit...	9,548.12 X		904,224.99
03/03/2021	19915	Slow Food in the Teton	-split-	SFT Kid's Camp 202...	6,000.00 X		898,224.99
03/03/2021	19916	Orijin	Project/Program Expenses:PIC ...	Denizens Video Grant	10,000.00 X		888,224.99
03/03/2021	19917	Yellowstone-Teton Clean En...	Project/Program Expenses:MO...	YTCC Partial FY20 ...	1,479.67		886,745.32
03/03/2021	19918	Veterinary Initiative for Enda...	Project/Program Expenses:Proj...	VIEWW Moose Herd P...	5,000.00 X		881,745.32
03/03/2021	19919	River Meadows Subdivision	Project/Program Expenses:Proj...	Vegetation Managem...	924.00		880,821.32
03/03/2021	19920	Wyoming Stargazing	Project/Program Expenses:PIC ...	PIC Lights Out Chall...	5,064.56 X		875,756.76
03/03/2021	19921	Paul Cluskey	Rent	Office Rent - April/...	14,514.33 X		861,242.43
03/08/2021			Mill Levy	Deposit		24,306.19	885,548.62
03/08/2021	AJE#38 FY21		Bank Service Charges		20.00 X		885,528.62
03/15/2021	19922	Carlin E Girard	-split-		2,918.07 X		882,610.55
03/15/2021	19923	Emily E Hagedorn	-split-		2,509.83 X		880,100.72
03/15/2021	19924	Emily P Smith	-split-		1,985.75 X		878,114.97
03/15/2021	19925	Morgan W Graham	-split-		1,976.68 X		876,138.29
03/15/2021	19926	Phoebe T Coburn	-split-		2,348.93 X		873,789.36
03/15/2021	19927	Robert M Sgroi	-split-		2,532.56 X		871,256.80

Teton Conservation District

4/13/2021 9:03 AM

Register: Wells Fargo Checking
 From 03/01/2021 through 03/31/2021
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
03/15/2021	19928	Tom Segerstrom	-split-		3,133.07	X	868,123.73
03/15/2021	19929	Electronic Federal Tax Paym...	-split-	83-0247879	5,524.48	X	862,599.25
03/15/2021	AJE#35 FY21		Payroll Expenses:HSA Employ...		654.17	X	861,945.08
03/15/2021	AJE#36 FY21		Payroll Expenses:HSA Employ...		654.17	X	861,290.91
03/15/2021			Well Test Kit Sales	Deposit		X	861,441.50
03/16/2021			Well Test Kit Sales	Deposit		X	861,491.50
03/17/2021			-split-	Deposit		X	863,566.23
03/17/2021	AJE#37 FY21		Wells Fargo Savings [split]			X	880,795.90
03/17/2021	AJE#37 FY21		Wells Fargo Savings [split]			X	910,719.90
03/17/2021	AJE#37 FY21		Wells Fargo Savings [split]	Additional Septic Pr...	25,743.82	X	884,976.08
03/17/2021	AJE#37 FY21		Wells Fargo Savings [split]	WY Nature Cons/\$1...	53,280.00	X	831,696.08
03/17/2021			Well Test Kit Sales	Deposit		X	831,746.08
03/19/2021	19931	VSP of Wyoming	Payroll Expenses:Employer Me...	April Vision Insurance	51.32	X	831,694.76
03/19/2021	19932	Blue Cross Blue Shield of W...	Payroll Expenses:Employer Me...	April Health Insurance	5,768.00	X	825,926.76
03/22/2021			-split-	Deposit		X	826,026.76
03/30/2021			Well Test Kit Sales	Deposit		X	826,076.76
03/31/2021			Interest Income	Deposit		X	826,084.40
03/31/2021	19933	Carlin E Girard	-split-		2,918.07	X	823,166.33
03/31/2021	19934	Emily E Hagedorn	-split-		2,509.83	X	820,656.50
03/31/2021	19935	Emily P Smith	-split-		1,985.75	X	818,670.75
03/31/2021	19936	Morgan W Graham	-split-		1,976.68	X	816,694.07
03/31/2021	19937	Phoebe T Coburn	-split-		2,348.93	X	814,345.14
03/31/2021	19938	Robert M Sgroi	-split-		2,532.56	X	811,812.58
03/31/2021	19939	Tom Segerstrom	-split-		3,133.07	X	808,679.51
03/31/2021	19940	Electronic Federal Tax Paym...	-split-	83-0247879	5,524.48	X	803,155.03
03/31/2021	19941	Empower Retirement 457(b)	-split-		890.00		802,265.03

19
 \$ 124,839.63

Credit Card Record Sheet for the month of March 2021

	date	item	vendor	project	ref#	\$
TS	3.17	meeting food	Albertsons	Reg TCO RM	7559	21.57
	3.17	meeting food	Bubba's BBQ	Reg TCO RM	1820	33.86
EH	2.22	phone + internet	Silver Star	Landline and internet	0766	222.95
	2.25	ink & chair cover	Amazon	office supplies	9836	100.24
	3.01	sanitation	West Bank	garbage exp.	5294	35.39
	3.03	chair arm parts	Amazon	office supplies	9880	26.49
	3.03	security pens	Intuit QB	accounting	4522	10.99
	3.04	self seal envelopes	Intuit QB	accounting	6418	30.99
	3.03	paper clips / etc.	Staples	office supplies	8220	29.57
	3.05	trash bag / cleaning	Staples	office cleaning	3210	63.43
	3.05	certification training	WACD	training	1004	30.00
	3.10	checks for QB	Intuit QB	accounting	1504	426.64
	3.11	IT services	Factory IT	computer sys	9597	1119.75
	3.16	bond	Surety Bond	legal exp.	9747	350.00
PC	3.18	electricity	Lower Valley E	electricity	1697	81.88
	2.21	software	Adobe	computer sys	4165	56.17
	3.16	software	Zoom	computer sys	2858	15.89
	3.21	software	Adobe	computer sys	8266	56.17
MG	3.01	USB-C to USB-A cord	Staples	office supplies	2749	37.09
	3.03	emagery hosting	Amazon	GIS project	8619	1.57
	3.11	software	adobe	computer sys	2714	56.17
	3.12	microphone adapter	Knobles	office supplies	9807	13.77
RS	3.10	shipping	URS Store	snow chem	9630	413.58

 \$ 3236.16

BANK RECONCILIATION

Name of Client: Teton Conservation District Statement Date: 3/31/2021 DA
 Bank: Wells Fargo Bank Account No: 000-0337175 4/9/2021

Prior Month Reconciled Balance \$ 938,004.98 Bank Statement Balance As of 3/31/2021 \$ 805,758.70

Add Debits:	24,306.19
	2,325.32
	17,229.67
	29,924.00
	157.64
Total Debits	\$ 73,942.82
Sub-Total	\$ 1,011,947.80

Add Deposits in Transit:	
Total Deposits	\$ -
Sub-Total	\$ 805,758.70

Less Credits:	225,411.88
Total Credits	\$ 225,411.88
Bank Balance - Per General Ledger	\$ 786,535.92

Less Checks Outstanding:	
(See List Below)	\$ 3,493.67
Bank Balance - Per Reconciliation	\$ 802,265.03

Checks Outstanding		
Number	Amount	Name
19677	200.00	
19917	1,479.67	
19919	924.00	
19941	890.00	
page 2 total	-	
page 3 total	-	
	\$ 3,493.67	

QuickBooks Reconciliation	
\$ 802,265.03	Month End QB Register Balance
Adjustments to be posted in QuickBooks:	
\$ 802,265.03	Adjusted QB Register Balance
\$ 802,265.03	Reconciled Balance
\$ -	Difference

Emily Hagedorn-Wegher, Administrative Manager

Information Items:

Operations Area: Administration

- **Accounting:** I will be reporting the 1st quarter 2021 payroll to the IRS, and using those calculations to report to the Wyoming Department of Employment in order to calculate our Worker's Compensation for the quarter. As a reminder, we are set up to pay Unemployment Insurance only if there is a claim that has been made. These reports are due by April 30, 2022.
- **Draft Fiscal Year 2022 Budget:** I've been working on refining budget estimates for the carryover amounts in the checking account, and funds that will be carried over for grants with deadlines in 2022. I have received an estimate for the FY22 mill levy projection, but I believe the projections to be very conservative, with the actual amount received anticipated to be quite a bit more. I incorporated a header summary for the Draft Budget that matches the format of the required Budget Hearing Notice that will be placed in the Jackson Hole News & Guide newspaper that will be included in the next budget draft.
- **Wyoming Conservation District Employees Association Training (WCDEA):** The WCDEA will be providing a training April 13-16, 2022 with both in-person and virtual options for attendance. This is one of the benefits of our membership paid by TCD. There is a two-day Rangeland Management training, as well as a dozen sessions on different conservation-related subjects. I'm attending virtually, and I'm particularly interested in the Google product information.

Upcoming 2021 TCD Calendar of Events:

April 21	Regular TCD Board Meeting	1pm Zoom/Office?
May 19	Regular TCD Board Meeting	1pm Office
June 16	The June Board Meeting will be a Triple-Header: Quarterly Joint TCD/FCWID Meeting	12pm via Zoom/Office?
	Regular TCD Board Meeting	1pm
	Budget Hearing Segment (15 minutes)	1:30pm
August 30, 31	Host NACD Regional Meeting	Both Days
September 2	Area V Meeting, Star Valley CD	One Day
November 29	WACD Convention in Cody	3 Days

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Land

- **Irrigation Infrastructure** Biota Consulting and Research submitted a grant request on behalf of their clients Jerome and Christine Young, to improve the Gaffney Ditch, off the Buffalo Fork River (see Supplemental Materials). The Buffalo Fork's channel has migrated towards the ditch and could potentially migrate directly into the ditch's current alignment. The project proposes to realign the ditch away from the river as a short-term solution, while an instream bioengineering project is concurrently planned to address channel migration. The request is for \$9,000.00, representing half of the total costs.
Recommended Motion: *Move to approve the request titled 'Gaffney Ditch Realignment and Improvement Project', in the amount of \$9,000, from the FY 2021 line-item 'Irrigation Infrastructure'.*
- **Wyoming Water Development, Small Water Project Programs (SWPP):** TCD serves as the sponsor for the SWPP, within our district. An agreement for the South Park Wildlife Habitat Management Area Wetland Enhancement Project was drafted. The agreement is between Ducks Unlimited, Inc. as Project Coordinator and proponent, and TCD (see Supplemental Materials for the agreement; electronic links to Exhibit A, Wyoming Water Development Commission – TCD agreement and Exhibit B, SWPP application, are hyperlinked [here](#) and [here](#)). TCD's counsel, Nicole Krieger, reviewed the agreement. Several changes were made to the SWPP agreement template and were applied to this agreement's language. Note: for Supervisors receiving a hard copy packet, the Exhibits will be included at the end of your packet and will not be in the table of contents.
Recommended Motion: *Move to authorize the Chairman to sign the agreement titled 'Teton Conservation District/ Ducks Unlimited, Inc. Small Water Project Program Agreement Project No. 2021-04'.*

Information Items:

Program Area: Land

- **Small Water Project Programs (SWPP):** The Wyoming Water Development Commission and Office (WWDC, WWDO) met in March 2021 to discuss SWPP and other business. Relevant decisions were 1) TCD's four SWPP grant applications were approved, 2) the request for a one-year extension to the agreement titled 'Project Agreement MSC No. 05SC0297960 South Flat Creek Fish Passage & Channel Restoration Project Between Wyoming Water Development Commission and Teton Conservation District' for the SWPP project titled 'South Flat Creek Fish Passage and Channel Restoration' was approved, and 3) funding was approved for a Level I Watershed Study of the Hoback Area. Another topic of note is the annual timeline for sponsors to submit grant applications has changed from January 01 to November 15. TCD will message this change. A Commissioner's comment that stood out to me was interest in seeing more even distribution of projects across the state. Sweetwater County has been a disproportionate beneficiary of SWPP. Finally, seeing the Commission's 680-

page board packet, I plan to reduce workload from TCD to WWDO to the greatest extent possible.

- **Ag Rangeland Projects:** TCD's project with the Bridger-Teton National Forest (BTNF), to migrate range data into Vegetation GIS (VGS) software paved the way for the four-conservation district Ecological Site Description project to recently decide to utilize VGS for data management.

TCD and stakeholders are moving through the Scope of Work for migrating range data. VGS programmers have taken many steps to set up accounts for stakeholders, and to provide access to the BTNF database. A small VGS pilot project is currently moving along for the Big Cow Allotment. We are encouraged by progress to develop a batch import process for the Rooted Nested Frequency data already on excel spreadsheets, as an alternative to manually reentering those datasets.

Range monitoring data and information collected and developed in 2019 and 2020, under the contract with Y2 Consultants, was delivered to the BTNF.

A topic of discussion at the March 2021 regular meeting was concern of the potential scope of fence improvement requests for agricultural landowners with frontage along roads maintained by Teton County. I spoke with Dave Gustafson, Teton County Road & Levee, who stated Teton County does not build or maintain fence to exclude livestock, along the roads it maintains. To inform this discussion, this table was developed:

Table 1. Figures related to agricultural parcels proximate to roads maintained by Teton County

Criteria	Quantity
Total quantity of parcels in Teton County, WY, classified as 'Agricultural' by Teton County Assessor	460 parcels -452 parcels are privately owned -8 parcels owned by Wyoming Game and Fish Commission.
Quantity of Agricultural parcels proximate to Teton County roads	-111 private land parcels have frontage on roads maintained by Teton County Road & Levee (Less than 25m from the road). -16 parcels intersect roads maintained by Teton County Road & Levee but have no frontage where a fence could be installed along the agricultural parcel and in the county-maintained road corridor (Example- a county-maintained road terminates at an agricultural parcel. No fence is needed at the point of road termination at the parcel).
Total length (frontage) of Agricultural parcels along roads maintained by Teton County Road & Levee	Approximately 46.1 miles. If a parcel spanned a road or if there were separately owned parcels (both of Agricultural classification) on either side of the road, the length of road was measured twice to reflect this.
Quantity of roads maintained by Teton County Road & Levee	43 roads (combination of paved and gravel surfaces)

Total length of roads maintained by Teton County Road & Levee	81.66 miles
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- **Small Agriculture:** University of Wyoming Haub School is conducting a second phase of its Environmental Solutions Course, in cooperation with TCD. Identifying stakeholders to interview, and connecting students with those people, as well as reviewing content of end products, have been recent steps. I continue to advise students on the project with periodic meetings and communications. I submitted a letter of recommendation, with Tom's approval, for Nona Yehia, Co-Founder & CEO of Vertical Harvest, to serve on the USDA's new advisory committee on urban agriculture. Nona's expertise as an agricultural producer using innovative technology, supply chain experience, and in using emerging agricultural production practices arguably make her an excellent fit for the committee's needs.

Program Area: Planning and Development

- **Development Reviews:** TCD received one request for review of development from Teton County Planning. The request was an amendment to Jackson Hole Mountain Resort Corporation's (JHMR) Conservation Easement Review (EAS) application. JHMR requested minor changes to the configuration of the open space easement. TCD's comments noted no new comment but referred to TCD's first letter in response to the original application.
Teton County Long Range Planning is developing a draft amendment to the wildlife friendly fencing requirements of the Land Development Regulations. Supervisor Hurley's long-term conversations with stakeholders, and efforts to draft the amendment, are notable. Staff and Supervisors made a large effort to make recommendations on this document, including Bob Lucas, Nate Fuller, Dave Adams, Tom Segerstrom, Morgan Graham, and myself. Written recommendations were provided.

Program Area: Vegetation

- **TCD Wildfire Risk Reduction Program (WRRP):** Requests for Wildfire Risk Overviews (WRO), and general advice, have been trickling in. I will resume conducting WROs by the first week of May 2021. Twenty-nine requests have accumulated during winter season. I will limit promotion of the program to priorities identified during monthly wildfire stakeholder site visits, and areas of highest risk.
Steve Markason, retired Fire Management Officer with the Bridger-Teton National Forest, and I, delivered a presentation to approximately 30 wildfire ambassadors and colleagues on the topic of wildfire risk reduction. We focused on structure hardening, managing vegetation in the Home Ignition Zone, wildfire problems, and resources to support mitigating risk. Steve recently became the second local Certified Wildfire Mitigation Specialist, through the National Fire Protection Association.



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application Cover Page & Narrative

APPLICANT INFORMATION (Section 1 of 4)			
1. Applicant Representative: <i>The name of the person responsible for the grant application, and final reporting if successfully awarded funds.</i>			
Jerome and Christine Young			
2. Applicant Entity: <i>The name of the nonprofit, business, individual/landowner, government agency, university/school, or other entity on behalf of which the Applicant Representative is applying for the grant. The Applicant Entity may be the same as the Applicant Representative.</i>			
Jerome and Christine Young			
3. Type of Applicant: <i>Please select one or specify.</i>			
<input checked="" type="radio"/> Individual/Landowner	<input type="radio"/> Government Agency	<input type="radio"/> Nonprofit	
<input type="radio"/> Business	<input type="radio"/> University/School	<input type="radio"/> Other (specify):	
4. Phone Number:	307-543-2810		
5. Email:	jhjohnyoung@gmail.com		
PROJECT INFORMATION (Section 2 of 4)			
6. Project Title: <i>Please enter a brief project title.</i>			
Gaffney Ditch Realignment and Improvement Project			
7. Total Project Budget (\$):	\$ 18,000.00		
8. Grant Funding Requested from TCD (\$):	\$ 9,000.00		
9. Anticipated Project Start Date:	05/01/2021	10. Anticipated Project End Date:	05/15/2021
11. Requested Funding Schedule: <i>If your grant application is approved, grant funding can be distributed as a reimbursement after project completion (TCD's preference) or in-advance of your project start date. Please circle your preferred funding schedule.</i>			
<input checked="" type="radio"/> Reimbursement		<input type="radio"/> In Advance	
12. Requested Final Report Deadline: <i>If your grant application is approved, please select an appropriate deadline for grant completion and final reporting. You may only be given one option below. Your Final Report deadline will be confirmed in your grant award letter.</i>			
<input checked="" type="radio"/> February 1, 2022			
13. Grant Category: <i>Which Teton Conservation District grant category does your proposed project primarily support? Click here to read about the grant categories. Please select one.</i>			
<input type="radio"/> Water	<input checked="" type="radio"/> Land	<input type="radio"/> Education	
<input type="radio"/> Wildlife	<input type="radio"/> Sustainability	<input type="radio"/> Geographic Information Systems (GIS)	
<input type="radio"/> Vegetation			

NARRATIVE (Section 3 of 4)**1. Provide a project overview and outline the overarching goals of your project.**

The current project is part of a phased effort to protect and improve the Gaffney Ditch irrigation water delivery network. The current project would realign approximately 760 ft of the Gaffney Ditch on USFS lands to move it away from the actively eroding and migrating Buffalo Fork River.

The ditch system serves multiple water users, provides irrigation to hundreds of acres of land, and maintains wetlands and diverse habitat across countless additional acres. Recent and continued channel migration and bank erosion in the subject reach of the Buffalo Fork pose a direct threat to the Gaffney Ditch. In early 2020, there was only 30 ft of land between the eroding Buffalo Fork River and the Gaffney Ditch. At present, there is only about 15 ft of land separating the ditch from the river. If ongoing erosion is not halted the river will capture and destroy the ditch, which will render the entire irrigation water delivery system inoperable.

The goal of the current project is to protect and improve the Gaffney Ditch from ongoing lateral channel migration in the Buffalo Fork River by moving the ditch away from the river. If this goal is achieved, it will secure time for the water users and project proponents to pursue a long-term project to apply stream bank bioengineering techniques to provide a reach-scale solution to the severe bank erosion that threatens the Gaffney Ditch.

2. Please list (in numbered form) and describe the project deliverables that will be accomplished within the timeframe. Please describe the project deliverables in measurable terms that directly correspond to the project deliverables listed in the Project Budget. Note that when submitting a Final Grant Report, grantees will need to speak to the degree each project deliverable was completed and report on funds expended for each deliverable.

1. Mobilize (and demobilize) tracked excavator and tracked haul truck to project site.
2. Install construction stakes to identify design (new) Gaffney Ditch alignment and construction elevations.
3. Utilize tracked excavator and tracked haul truck to excavate a new alignment for the Gaffney Ditch that is 760 ft long and approximately 115 ft away from the eroding Buffalo Fork River.
4. Utilize tracked excavator and tracked haul truck to place excavated material into abandoned Gaffney Ditch segment, and reclaim that area to native grade.

3. How does your project support Teton Conservation District's mission and [2020-2025 Strategic & Long-Range Plans](#)? Provide specific references to the section(s) of the plan(s) that your project supports.

The Gaffney Ditch Realignment and Improvement Project supports the TCD's strategic and long range plans by pursuing a collaborative approach to improving a large irrigation water delivery network in the Buffalo Fork River basin that supports agricultural, wetland, and wildlife habitat on public and private lands.

TCD's Long Range Plan for 'Land' includes 'Agriculture' activities, and specifically plans to ensure that, "Irrigation infrastructure improvement and maintenance needs are met." The protection and improvement of the Gaffney Ditch irrigation water delivery network falls within this type of irrigation infrastructure improvement and maintenance needs.

The TCD Long Range Plan identifies that supporting 'Actions' include, "Assist in meeting larger agricultural infrastructure needs, including irrigation, fencing and water developments, while including ecological considerations (e.g. wildlife connectivity, chemical inputs, soil erosion, and labor and management costs)." The Gaffney Ditch Realignment and Improvement Project represents the improvement and maintenance needs of some of the larger agricultural infrastructure located in the Buffalo Fork River basin. The maintenance and preservation of the Gaffney Ditch system supports extensive agricultural activities, in addition to diverse wetland and wildlife habitat.

4. How will you evaluate if your project reached its goals and accomplished its deliverables?

If construction of the new Gaffney Ditch alignment is completed, the irrigation water conveyance system will remain functional in delivering appropriated water to agricultural operations and wetland/wildlife habitat complexes located in the basin. The continued functionality of the irrigation conveyance system will be a clear indicator of project success.

The realignment of the Gaffney Ditch will protect it from destruction from ongoing erosion of the Buffalo Fork River for years to come, as the new ditch will be located approximately 115 ft from the current bank alignment. This buffer will provide time for project proponents to pursue a comprehensive bioengineered river bank stabilization project in the Buffalo Fork River that will benefit the river and the irrigation infrastructure.

5. Please list your partners and briefly describe the role they play in your project.

Blackrock Ranger District of the Bridger Teton National Forest. Landowner, and NEPA regulating entity that has approved the proposed project actions.

Natural Resources Conservation Service. The Youngs have been engaged with NRCS and are exploring NRCS options for funding a large bioengineering project along the Buffalo Fork River in the near future.

Trout Unlimited, Wyoming Game and Fish Department, and Teton Conservation District have been involved in collaborative project discussions. On June 25th, 2020, these groups met with project proponents and discussed project alternatives that included (1) no action, (2) relocation of the point of diversion, (3) realignment of the ditch segment, and (4) a large scale bioengineering project in the Buffalo Fork. The group agreed that realignment of the ditch segment was the preferred alternative at this time, and that a bioengineering project could follow.

6. Additional information (Optional). Note that you may also attach supplemental materials (technical information, photos, maps, diagrams, letters of support, etc.).

Please find attached a Project Memo (dated Sept 25, 2020), a Gaffney Ditch Irrigated Lands map (dated April 7, 2021), a Gaffney Ditch Realignment Site Plan design plan sheet (dated Sept 25, 2020), and a Decision Memo concluding that the project is authorized through the NEPA process via a Categorical Exclusion issued by the Blackrock Ranger District on March 1, 2021.

Please also find attached a Grant Application Budget form.

CERTIFICATION AND SIGNATURE (Section 4 of 4)**By checking the boxes below, I certify the following:**

- I understand that, if awarded funding, will be responsible for submitting a Final Report by the deadline determined in my Award Letter.
- I understand that, if awarded funding, grant award amounts, funding schedule (reimbursement or in-advance), and any other grant stipulations directed by the Teton Conservation District Board will be determined in my Award Letter
- I understand that information submitted as part of this Grant Application is public information subject to public requests for information; it is my responsibility to ensure compliance with the Wyoming Public Records Act, including retention of records and invoices.
- I understand that it is my responsibility to identify any permits that are needed to complete this project and I commit to obtaining all necessary permits prior to project implementation.
- I will submit an electronic copy of my Grant Application by email to Phoebe Coburn, Communications Specialist, phoebe@tetonconservation.org. I will submit all of the following required materials and optional materials as necessary. I will save a copy of all of these materials for my own records.
1. **Grant Application Cover Page & Narrative** (required)
 2. **Application Budget** (required)
 3. **Landowner Letter of Authorization** (required *if* your project is taking place on private land): If your project is taking place on private land, you must include a signed letter from the landowner(s) authorizing the Applicant Representative to apply for a grant for work to be conducted on their land.
 4. **Supplemental Materials** (optional): You may attach supplemental materials such as additional technical or scientific information, photos, maps, diagrams, letters of support, or anything else that supports your application. Please compile your supplemental materials into *one* document if possible. Note that your supplemental materials will be printed multiple times; please consider the number of pages you attach.
- For Partners in Conservation (PIC) grant applicants ONLY:* I will submit an electronic copy of my Grant Application (as described above) AND I will mail (postmark) or hand-deliver SIX (6) stapled or paperclipped hard copies of my Grant Application (including all materials as described above) by **5:00 p.m. (MT) on January 29, 2021**. Please ensure all columns of the Application Budget fit on one page.

If mailing by USPS:

Phoebe Coburn
Teton Conservation District
PO Box 1070
Jackson, WY 83001

If mailing by UPS or FedEx:

Phoebe Coburn
Teton Conservation District
420 W. Pearl Ave.
Jackson, WY 83001

By signing below, I agree that I am authorized Applicant Representative of the Applicant Entity applying for this grant and that the information contained in this application is true to the best of my knowledge.

Signature:



Date: 04/06/2021

MEMO FROM

P. O. Box 8578, 140 E. Broadway, Suite 23, Jackson, Wyoming 83002; voice: (307) 733-4216

To: Todd Stiles, Bridger-Teton National Forest, Blackrock Ranger District

Date: September 25, 2020

Subject: Gaffney Ditch Realignment

Biota Research and Consulting, Inc. (Biota) has been retained by Jerome and Christine Young (PO Box 303, Moran, WY 83013) to develop a bank stabilization project along the Buffalo Fork River near Moran, Wyoming. The intent of the project is to protect irrigation water delivery infrastructure associated with the Gaffney Ditch, and to preserve natural channel function and process in the Buffalo Fork. The project area is located on U.S. Forest Service (USFS) property north of U.S. Highway 26 approximately 6.5 miles east of Moran (T45N, R113W, Section 25). This project is being advancement in the following 3 phases:

Phase 1. (Completed late winter of 2020) Remove remnant boulders from the damaged barbs that were directing flows toward the river bank and promoting localized severe erosion.

Phase 2. (Current phase May, 2021) Realign Gaffney ditch away from the actively eroding river bank to limit the potential for damage to irrigation infrastructure and maintain water delivery systems.

Phase 3. (Future phase, 2021-2022) Develop a long-term project to implement bioengineered river bank stabilization treatments to reduce severe erosion and lateral channel migration in order to protect the Gaffney Ditch irrigation water delivery system while improving fluvial conditions and processes.

The intent of this Memo is to provide additional details pertaining to Phase 2, and to request authorization of the USFS to commence with Phase 2 actions. Specifically, Biota requests authorization to realign a segment of Gaffney Ditch to prevent erosion damage. The content of this memo describes the details of these Phase 2 project activities.

Current and historic aerial imagery reveal the highly dynamic nature of the subject reach of the Buffalo Fork. Historic imagery shows more than 300 feet (ft) of land has been eroded by lateral channel migration in recent decades. Recent shifts in the Buffalo Fork have resulted in more than 70 ft of lateral bank erosion in the project area since 2006.

Continued channel migration and bank erosion in the subject reach of the Buffalo Fork pose a direct threat to an irrigation water delivery system (e.g. the Gaffney Ditch). At present, there is approximately only 30 ft of land between the actively eroding bank of the Buffalo Fork and the Gaffney Ditch. If ongoing erosion is not halted, the river has the potential to capture the ditch and render that irrigation water delivery system inoperable. The Gaffney Ditch serves multiple water users and provides irrigation to hundreds of acres of land, and maintains wetlands and diverse habitat across countless additional acres.

Previous actions have been completed (during Phase 1) to reduce the risk of future bank erosion by removing remnant boulders from the damaged barbs that were directing flows toward the river bank. The removed boulders were staged in the upland storage areas adjacent to the river. The boulders will be utilized during (Phase 3) long-term bank stabilization project implementation.

The proposed Gaffney Ditch realignment is approximately 760 ft in length. The proposed ditch alignment is approximately 115 ft to the west of the existing ditch parallel to Highway 287 (Attachment A). The proposed ditch would be constructed with a geometry (width, depth, and gradient) similar the existing ditch to maintain conveyance capacity.

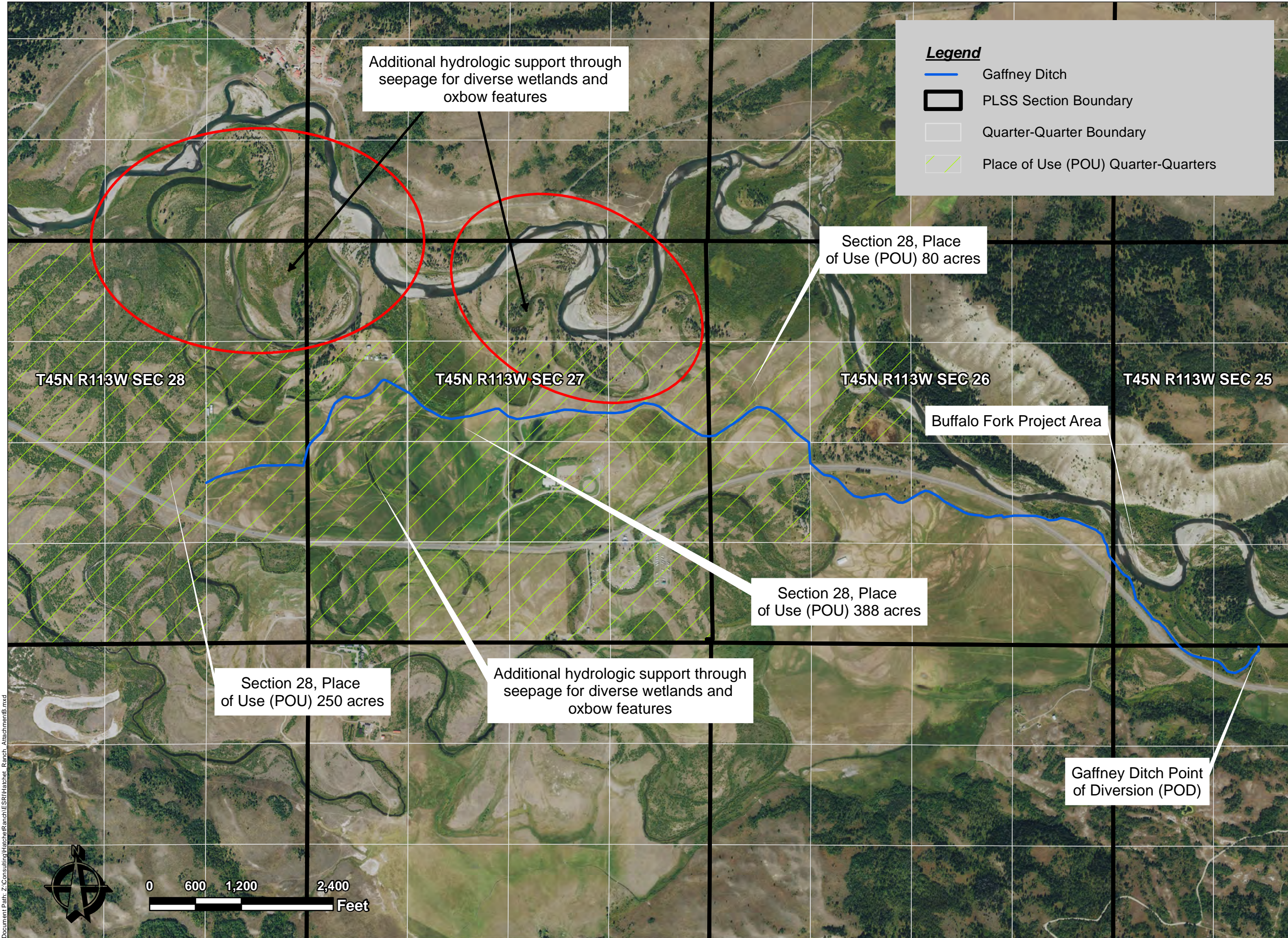
The abandoned Gaffney Ditch would be fully rehabilitated including regrading the area to mimic natural historic floodplain topography and replanting all disturbed areas with native vegetation. Material generated during excavation of the new ditch alignment would be placed within the existing ditch to fill the ditch and restore natural floodplain topography in the area. Excavated material would not be sidecast or spoiled on the floodplain of the Buffalo Fork River. The filled ditch would be reclaimed and graded to match existing elevations, and would be broadcast seeded with a native seed mix. The proposed alignment would be field verified to limit the removal of existing vegetation, to the greatest extent practicable.

Project activities would be performed by an experienced operator under the supervision and direction of the design consultant. Construction activities would follow all applicable industry standard Best Management Practices (BMP). Access to the project area would be gained through the existing USFS gate located less than 0.5 miles southeast of the project area. Equipment would cross the Gaffney Ditch at an existing crossing structure and follow the established access route northwest along the Gaffney Ditch to the project area (Attachment A). Any temporary site disturbance associated with equipment access would be fully reclaimed upon completion of Phase 2.

All construction equipment and vehicles would be washed and cleaned prior to mobilizing to the project site to prevent the spread of noxious weeds. The contractor would inspect equipment for the presence of weed fragments or seeds, and remove such material, prior to bringing the equipment on site.

On behalf of project proponents, Biota requests written authorization from the USFS for proposed Phase 2 activities to commence as described above and amending the existing special use permit for the ditch. Any questions or requests for additional information can be directed to Biota Research and Consulting, Inc., attention Ryan Colyer.





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Legend

- Gaffney Ditch
- PLSS Section Boundary
- Quarter-Quarter Boundary
- Place of Use (POU) Quarter-Quarters

**GAFFNEY DITCH
IRRIGATED LANDS**

BUFFALO FORK PROJECT

TETON COUNTY, WYOMING

REV.	DATE	BY	DESC
0	4-7-2021	JCP	IRRIGATED AREA

SCALE: 1 INCH = 1,200 FT

UNITS: US FOOT

BASEMAP SOURCE: NAIP 2019 IMAGERY

ATTACHMENT B

Additional hydrologic support through seepage for diverse wetlands and oxbow features

Section 28, Place of Use (POU) 80 acres

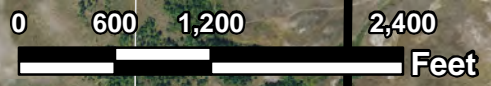
Buffalo Fork Project Area

Section 28, Place of Use (POU) 388 acres

Section 28, Place of Use (POU) 250 acres

Additional hydrologic support through seepage for diverse wetlands and oxbow features

Gaffney Ditch Point of Diversion (POD)





PO Box 8578, 140 E. Broadway, Suite 23 Jackson, WY 83002

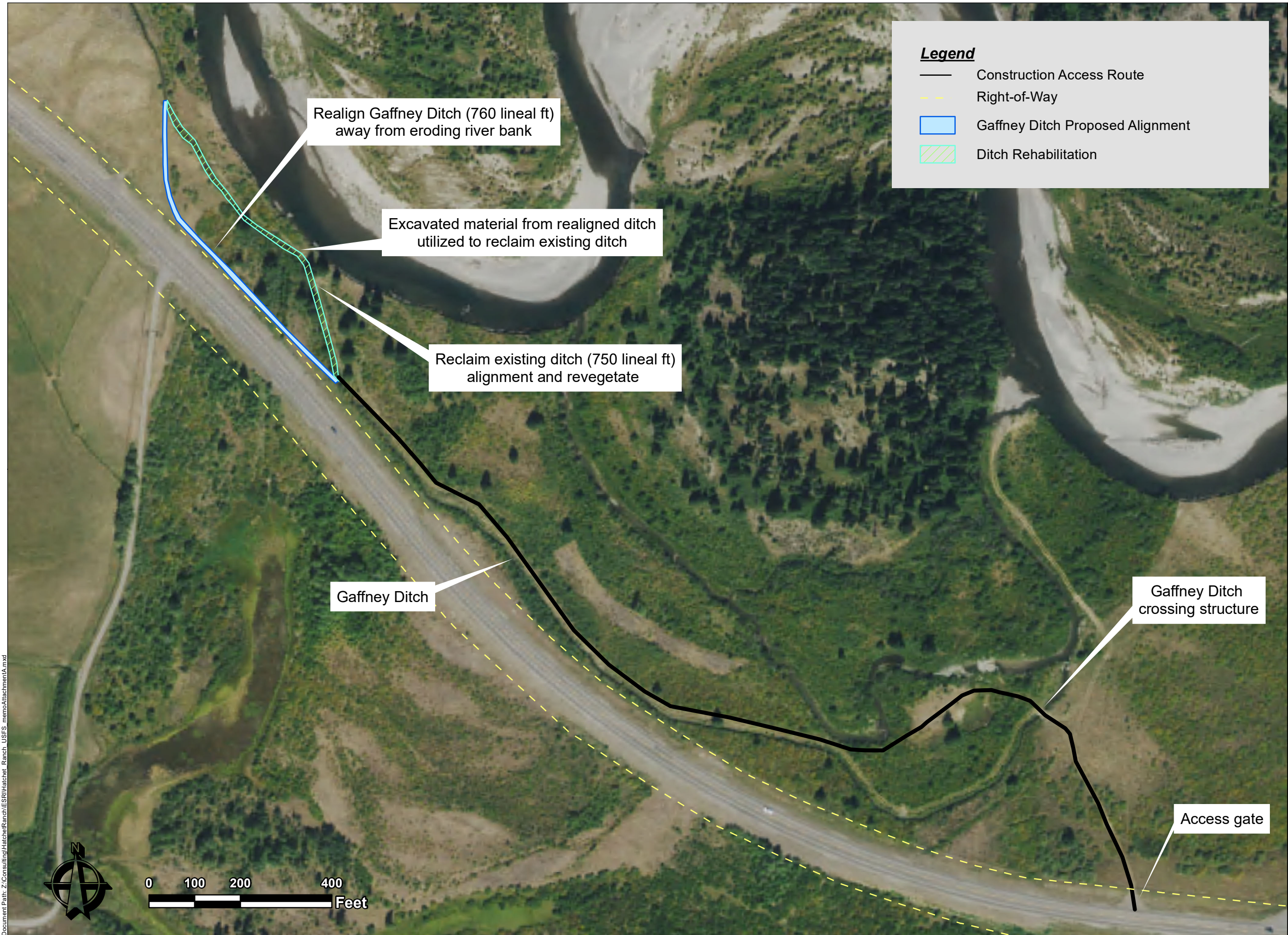
GAFFNEY DITCH REALIGNMENT SITE PLAN

BUFFALO FORK PROJECT
TETON COUNTY, WYOMING

REV.	DATE	BY	DESC
0	9-25-2020	JCP	Realignment Plan

SCALE: 1 INCH = 200 FT
UNITS: US FOOT
BASEMAP SOURCE: NAIP 2019 IMAGERY

ATTACHMENT A



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DECISION MEMO
GAFFNEY DITCH REALIGNMENT
U.S. FOREST SERVICE
BLACKROCK RANGER DISTRICT
TETON COUNTY, WYOMING

BACKGROUND

This project will realign the Gaffney ditch away from the actively eroding Buffalo Fork riverbank as a short term treatment to limit the potential for damage to irrigation infrastructure and maintain water delivery systems.

DECISION

I have decided to approve activities to protect the function of the irrigation structures. This action is categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA). The applicable category of actions is identified in agency procedures as CFR 220.6(e)(3). This category of action is applicable because it allows for approval, modification, or continuation of minor special uses of NFS lands that require less than five contiguous acres of land.

I find that there are no extraordinary circumstances that would warrant further analysis and documentation in an EA or EIS. Interdisciplinary specialist input included the following design features to protect against negative impacts:

- Project shall occur either before or after the sensitive period for migratory birds (May 15- July 15).
- Permittee is responsible for treatment of infestations prior to, during and after project implementation for the life of the permit. This includes maintaining treatment of infestations associated with old ditch area.
- To the extent possible, maintain native vegetation and reduce disturbance.
- All equipment, vehicles and tools will be free of dirt, mud and debris before mobilizing on USFS lands. Inspections required at Blackrock Ranger Station. They should be arranged at least one day prior to arriving at site.
- Topsoil should be salvaged at the beginning of all ground disturbance activities by scraping the topsoil to the side prior to deeper digging. Store salvaged topsoil separately from other materials. Limit the height of topsoil stockpiles to 36 inches. Do not stockpile topsoil or subsoil within drip line of any remaining trees.
- Replace topsoil and other excavated soils and rock in the proper order, cobble lowest, and then subsoil, then topsoil. Use a trench box if one is needed to reduce disturbance. Spread topsoil as near to the original location as possible.

I took into account resource conditions identified in agency procedures that should be considered in determining whether extraordinary circumstances might exist:

- Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service sensitive species – no effect is anticipated.
- Flood plains, wetlands, or municipal watersheds – no effect is anticipated.
- Congressionally designated areas such as wilderness, wilderness study areas, or national recreation areas – the project is designed to meet the Snake Headwaters Wild and Scenic Rivers designation requirements.
- Inventoried roadless areas or potential wilderness areas – None are present.
- Research natural areas – None are present.
- American Indians and Alaska Native religious or cultural sites – No new or previously identified areas of methods of tribal concern, as they relate to cultural resources, are proposed.
- Archaeological sites, or historic properties or areas – The entirety of the project's APE falls within previous Class III cultural resource survey. No existing sites have been recorded in the proposed area.

PUBLIC INVOLVEMENT

This proposal was developed in conjunction with Teton Conservation District and local irrigators. This action was scoped as Under Analysis from November 11th through December 7th on the Bridger-Teton National Forest Schedule of Proposed Actions (SOPA). A press release was also provided to the Forest's extensive media list.

No concerns were raised.

FINDINGS REQUIRED BY OTHER LAWS AND REGULATIONS

This decision is consistent with the Bridger-Teton National Forest Land Management Plan. The project was designed in conformance with Snake Headwaters Comprehensive River Management Plan (CRMP).

An interdisciplinary team of specialized also reviewed the design for compliance with the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, and the Wild and Scenic Rivers Act.

ADMINISTRATIVE REVIEW (APPEAL) OPPORTUNITIES

This decision is not subject to administrative review options.

IMPLEMENTATION DATE

The project may be implemented immediately following the signature date below.

CONTACT

For additional information concerning this decision, contact: Kelly Owens, Forest Hydrologist, Kelly.Owens@usda.gov, or 307-739-5598.

Todd Stiles

Date

District Ranger

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Teton Conservation District (TCD) Grant Application Budget

Applicant Entity: **Jerome and Christine Young**

Date: **4/6/2021**

Project Name: **Gaffney Ditch Realignment and Improvement Project**

Application ID: **[Leave Blank]**

Project Deliverables	Requested TCD Grant Funds (\$)	Applicant (\$)	Applicant (In-Kind)	[Partner 1] Match (\$ or In-Kind)	Total
1. Mobilize and Demobilize Equipment	\$ 1,200.00	\$ 1,200.00			\$ 2,400.00
2. Construction Staking	\$ 675.00	\$ 675.00			\$ 1,350.00
3. Construct New Ditch Alignment (760 ft)	\$ 3,875.00	\$ 3,875.00			\$ 7,750.00
4. Reclaim Abandoned Ditch Segment	\$ 3,250.00	\$ 3,250.00			\$ 6,500.00
					\$ -
TOTAL	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 18,000.00

TETON CONSERVATION DISTRICT / DUCKS UNLIMITED, INC.
SMALL WATER PROJECT PROGRAM AGREEMENT
PROJECT NO. 2021-04*

THIS AGREEMENT REGARDING THE SMALL WATER PROJECT PROGRAM (the “Agreement”) is made and entered into between the Teton Conservation District, a duly organized Wyoming Conservation District (the “District”), located at 420 W. Pearl Avenue, P.O. Box 1070, Jackson, WY 83001, and Ducks Unlimited Inc., a nonprofit corporation of the District of Columbia (the “Project Coordinator”), located at 2525 River Road, Bismarck, ND 58503. The purpose of this Agreement is to set forth the District’s and the Project Coordinator’s respective obligations and responsibilities for a water development project partially funded by the Wyoming Water Development Commission (the “Commission”) and sponsored by the District. The District and the Project Coordinator may be collectively referred to as the “Parties.”

WHEREAS the District has been selected and approved by the Commission as a Sponsor for eligible Small Water Project Program projects, and has entered into a separate agreement with the Commission delineating its responsibilities and obligations as a Sponsor, a copy of which is attached hereto as Exhibit A (the “Commission Agreement”); and

WHEREAS the Project Coordinator has applied to the District for funding for a Small Water Project Program project (the “Project”) on land located at South Park Wildlife Habitat Management Area, PIDN 22-40-16-27-3-00-003, Teton County, Wyoming; and

WHEREAS the land on which the Project will take place is owned by Wyoming Game and Fish Commission (the “Landowner”), and the Project Coordinator has obtained Landowner’s approval to undertake and complete the Project on Landowner’s land, pursuant to the terms of a separate agreement; and

WHEREAS the infrastructure that is the subject of the Project is owned by Wyoming Game and Fish Commission (the “Infrastructure Owner” as further defined in Paragraph 3 (f) below), and the Infrastructure Owner has likewise granted permission for the Project Coordinator to undertake and complete the Project; and

WHEREAS the title of the Project is South Park Wildlife Habitat Management Area Wetland Enhancement Project, Project Number: 2021-04; the details of which are attached as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Term of Agreement and Required Approvals. This Agreement becomes effective upon execution by the Parties. The term of this Agreement is from April 17, 2021 through October 1, 2022 (the “Term”). All construction and reporting required by this Agreement, and by the terms of the Commission Agreement, shall be completed during the Term.

2. Payment.

- a. Per the terms of the Commission Agreement, the District will receive payment for the Project in its capacity as Sponsor. Upon receipt of funds from the Commission, the District shall reimburse the Project Coordinator a maximum of \$35,000.00, or 50% of the total actual Project budget, whichever is less.
- b. In addition to the funds received from the Commission, the District shall reimburse the Project Coordinator with District funding of \$5,000.00, or 10% of actual costs, whichever is less.
- c. Payment of funds from the District to the Project Coordinator shall be made following receipt by the District of proper documentation of expenditures, and within thirty (30) days of the District’s receipt of funds from the Commission, as more particularly set forth in Paragraph 2.f below.
- d. Nothing in this Agreement obligates the District to make payments to the Project Coordinator if the District does not receive allocated funds from the Commission.
- e. No payment shall be made for work performed or materials purchased before both:
 - (i) The District provides the Project Coordinator with a copy of the “Notice to Proceed” letter from the Wyoming Water Development Office; and
 - (ii) The date upon which the last required signature is affixed to this Agreement, unless written approval for such expenditures was issued in advance.

- f. Prior to final payment by the District, Project Coordinator shall provide the District with the following items:
 - i. A final inspection and certification of completion by Project Coordinator'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.
3. Responsibilities of Project Coordinator. Project Coordinator agrees to:
- a. Use grant funds only for the activities specified in this Agreement. No other use is authorized.
 - b. Provide a copy of the agreement between the Landowner and/or the Infrastructure Owner and the Project Coordinator demonstrating that the Landowner and/or the Infrastructure Owner has approved the Project.
 - c. Acquire and submit to the District for approval all public access agreements, permits, plans and specifications, funding participation agreements, and construction budgets requested by the District.
 - d. 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 District, 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 District.
 - x. Incidental work required to prepare the Project for construction.
 - xi. Approval by the District of final plans specifications and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (i) through (x) above.
- e. The Project Coordinator shall not initiate implementation of or commence construction on the Project prior to receipt of the written approval of the District.
 - f. If applicable, the Project Coordinator shall, with assistance from the District if requested, secure permission from the Landowner allowing the District and the District's representatives, as well as the Commission and the Commission's representatives, access onto Project site to inspect the Project site and to collect necessary resource data, defined by Wyo. Stat. §6-3-414. The Project Coordinator shall assist in any logistics/planning necessary to ensure the above access is available.
 - g. The Project Coordinator shall complete the Project no later than October 1, 2022, and shall have submitted for all reimbursement funds by said date. No funds will be paid by the District for expenditures made after the end-date specified, and the Project Coordinator shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
 - h. The Project Coordinator 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.

- i. The Project Coordinator shall maintain adequate accounting records that properly disclose the source and application of grant funds, and shall make records available for audit by the District upon request. The Project Coordinator shall retain said records for a period of five (5) years.
 - j. In the event of any dispute between the District and the Commission, the Project Coordinator shall provide all information requested by the District as it may pertain to the dispute.
4. Responsibilities of the District. The District shall:
- a. Abide by the terms of the Commission Agreement;
 - b. Promptly remit payments it receives from the Commission to the Project Coordinator per the terms of this Agreement and the Commission Agreement; and
 - c. Review materials, permits, documents, and other materials submitted to it by the Project Coordinator in a timely manner.
 - d. Upon request, assist the Project Coordinator in obtaining permission from Landowner allowing access to the Project by the District and the Commission.
5. Refund of Funds. Any unused portion of funds will be returned from the Project Coordinator to the District no later than ninety (90) days after this Agreement expires or the project is complete, whichever is earlier. In addition, the Project Coordinator specifically agrees that in the event it fails to complete the Project under the terms of this Agreement, the Project Coordinator will refund all monies received for the Project from the District. All refunded monies received by the District that were obtained from the Commission will be returned to the Commission.
6. General Provisions.
- a. Amendments. Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon by the Parties and made in writing. No oral amendments are allowed.
 - b. Compliance with Laws. The parties will comply with all applicable federal, state and local laws in the performance of this Agreement.

- c. Applicable Law/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, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
- d. Non-Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Project Coordinator shall not use this Agreement, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the District.
- e. Assumption of Risk. The Project Coordinator shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Project Coordinator’s failure to comply with state, local or federal requirements. The District shall notify the Project Coordinator of any state, local, or federal determination of noncompliance.
- f. Audit/Access to Records. The District and any of its representatives shall have access to any books, documents, papers, and records of the Project Coordinator related to this Agreement or the Project for the term of the Agreement, and the same may be copied by the District upon request. Thereafter, the Project Coordinator shall comply with any request for records related to the Project for a five (5) year period from the termination date of this Agreement.
- g. Availability of Funds. Each payment obligation of the District 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 District at the end of the period for which the funds are available. The District shall notify the Project Coordinator 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 District in the event this provision is exercised, and the

District 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 District to terminate this Agreement in order to provide similar services to another party or landowner.

- h. Extensions. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement must be agreed to by the District and the Project Coordinator, and shall be effective only after it is reduced to writing and executed by all Parties. Any agreement to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, and a detailed description of those duties.
- i. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control, and without the fault or negligence, of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform notifies the other party of the extent and nature of the problem as soon as is reasonably practical, limits any delay in performance to the delay required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- j. Indemnification. The Project Coordinator shall indemnify, defend, and hold harmless the District and its officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of the Project Coordinator's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of the Project Coordinator's duties or obligations.

- k. Independent Contractor. The Project Coordinator shall assume sole responsibility for any debts or liabilities that may be incurred in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Project Coordinator or its agents and/or employees to act as an agent or representative for or on behalf of the District, or to incur any obligation of any kind on the behalf of the District.
- l. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person at the following addresses:
- Teton Conservation District
Teton Conservation District
P.O. Box 1070
420 W. Pearl
Jackson, WY 83001
- Project Coordinator
Ducks Unlimited, Inc.
2525 River Road
Bismarck, ND 58503
- m. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement must, at all times, be made available to the District and a copy may be maintained by the District at the District's discretion.
- n. Governmental Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the District expressly reserves governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental 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 governmental immunity shall be construed in favor of governmental immunity.

- o. Termination of Agreement. In the event Project Coordinator fails to perform in accordance with the terms and conditions of this Agreement, the District may terminate this Agreement for cause. In such an instance, the District shall provide Project Coordinator thirty (30) days written notice of its intent to terminate and provide Project Coordinator the opportunity to cure its deficient performance during this time period. Whether Project Coordinator successfully cures its failure to perform within this thirty (30) day period shall be at the sole discretion of the District. Should the Project Coordinator fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Project Coordinator performs its duties and responsibilities. In addition, the Agreement may be terminated as described in paragraph 6.g if the Commission fails to provide funding to the District.
- p. Third Party Beneficiary Rights. The rights, duties and obligations contained in this Agreement shall operate only between the Parties, and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties' to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- q. 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 Project Coordinator.
- r. Entirety of Agreement. This Agreement, consisting of ten (10) pages, and Exhibit A, Commission Agreement, consisting of eight (8) pages, and Exhibit B, Project Application, consisting of seven (7) 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.

- s. Signatures. In witness thereof, the Parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

TETON CONSERVATION DISTRICT

 Steve McDonald
 Chair, Board of Supervisors
 Teton Conservation District

Date

PROJECT COORDINATOR.

 Johann Walker
 Director of Operations

Date

ORGANIZATION
By: Ducks Unlimited, Inc.

Morgan Graham, GIS Wildlife Specialist

Action Items:

Program Area: Wildlife

- **Greater Sage-grouse:** Teton Raptor Center in partnership with Wyoming Game and Fish Department (WGFD), Grand Teton National Park, and the U.S. Geological Survey (USGS) have submitted a TCD grant request to assess the genetic health of the Jackson Hole greater sage-grouse population (*see Supplemental Materials*). The results of this work are relevant to WGFD's ongoing consideration of translocating grouse into Jackson. The applicant was recently awarded Wyoming Sage-grouse Conservation Funds (WSCF) from the Upper Snake River Basin Sage-grouse Local Working Group. TCD support would enable analysis of more non-invasive samples, collected more recently, across a broader geographic footprint of the Jackson Core Area. Teton Raptor Center has an existing exemption from indirect costs with USGS and is handling transfer of the WSCF award. Advanced funding is required to cover USGS lab supply costs.

Recommended Motion: *Move to approve Teton Raptor Center's line-item funding request 'Assessing current genetic health of declining sage-grouse in Teton County', in the amount of \$7,300, from the FY 2021 line-item 'Sage-Grouse Local Working Group'.*

Information Items:

Operations Area: Grants

- **Partners in Conservation (PIC):** Closeout of two FY20 PIC grants.
- **Memorandums of Agreement (MOA):** Follow up with three partners regarding FY22 requests.

Operations Area: Communications

- **Social Media:** Completed Morgan's Nature Notebook: Episode 7 - Winter Wildlife Closures. Assisted Phoebe with "Plant a Flower Day" and "Salmonella Bird-Feeder" posts.

Program Area: Geographic Information Systems

- **Lidar:** Follow-up regarding QL1 acquisition. Grand Teton National Park (GTNP) and Teton Interagency Fire may pursue QL1 buy-up within the GTNP boundary. Woolpert has indicated they can delay invoicing until July 1st, 2021. Draft contract under review by Nicole Kreiger. See Supplemental Materials for final quote and draft professional service agreement.
- **Winter Wildlife Closures:** Jackson Hole Wildlife Foundation and OnX have reached out to discuss incorporating the TCD consolidated winter closures layer into their popular mobile app.
- **Wildlife-Recreation:** Finalized acquisition of StravaMetro data, which tracks human activity by cell phone locations, and delivered it to project partners; The Nature Conservancy, Mountain Bike the Tetons, and Outdoor Alliance. Developed consolidated agency road/trail reference to join to StravaMetro usage counts.

Program Area: Wildlife

- **Moose Day:** Participated in the 13th annual volunteer count of moose across the valley. 106 moose were observed by 109 volunteers. Total search effort has increased over the

span of the project, but the minimum and maximum moose observed were 67 (2013) and 172 (2017) respectively.

- **Sage-Grouse:** Upper Snake River Basin Sage-grouse Local Working Group voted to support funding proposals to spot-treat cheatgrass, inventory problematic fences and assess the genetic health of the Jackson Hole sage-grouse population, during their spring 2021 meeting.

Program Area: Vegetation

- **Native Plant Society - Native Plant List Revision:** Formatting of master list (1,300 species) into working list of ~350 species.
- **Aspen Days:** Local planning support of 10th annual event consisting of presentations and field tours highlighting latest science in aspen ecology and management on August 17-19, 2021.
- **Jackson Hole Land Trust:** Responded to a request assessing the suitability of a proposed restoration seed mix. Although commonly sown due to its cold hardiness, tall fescue (*Lolium arundinaceum*) should be avoided due to weediness, poor-palatability, and potential toxicity.
- **Wildlife Expo:** Planning of native grass activity for Teton County 4th graders with Phoebe.



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application Cover Page & Narrative

APPLICANT INFORMATION (Section 1 of 4)

1. Applicant Representative: *The name of the person responsible for the grant application, and final reporting if successfully awarded funds.*

2. Applicant Entity: *The name of the nonprofit, business, individual/landowner, government agency, university/school, or other entity on behalf of which the Applicant Representative is applying for the grant. The Applicant Entity may be the same as the Applicant Representative.*

3. Type of Applicant: *Please select one or specify.*

Individual/Landowner

Government Agency

Nonprofit

Business

University/School

Other (specify):

4. Phone Number:

5. Email:

PROJECT INFORMATION (Section 2 of 4)

6. Project Title: *Please enter a brief project title.*

7. Total Project Budget (\$):

8. Grant Funding Requested from TCD (\$):

9. Anticipated Project Start Date:

10. Anticipated Project End Date:

11. Requested Funding Schedule: *If your grant application is approved, grant funding can be distributed as a reimbursement after project completion (TCD's preference) or in-advance of your project start date. Please circle your preferred funding schedule.*

Reimbursement

In Advance

12. Requested Final Report Deadline: *If your grant application is approved, please select an appropriate deadline for grant completion and final reporting. You may only be given one option below. Your Final Report deadline will be confirmed in your grant award letter.*

February 1, 2022

13. Grant Category: *Which Teton Conservation District grant category does your proposed project primarily support? [Click here to read about the grant categories.](#) Please select one.*

Water

Land

Education

Wildlife

Sustainability

Geographic Information Systems (GIS)

Vegetation

NARRATIVE (Section 3 of 4)

1. Provide a project overview and outline the overarching goals of your project.

2. Please list (in numbered form) and describe the project deliverables that will be accomplished within the timeframe. Please describe the project deliverables in measurable terms that directly correspond to the project deliverables listed in the Project Budget. Note that when submitting a Final Grant Report, grantees will need to speak to the degree each project deliverable was completed and report on funds expended for each deliverable.

3. How does your project support Teton Conservation District's mission and [2020-2025 Strategic & Long-Range Plans](#)? Provide specific references to the section(s) of the plan(s) that your project supports.

4. How will you evaluate if your project reached its goals and accomplished its deliverables?

5. Please list your partners and briefly describe the role they play in your project.

6. Additional information (Optional). Note that you may also attach supplemental materials (technical information, photos, maps, diagrams, letters of support, etc.).

CERTIFICATION AND SIGNATURE (Section 4 of 4)**By checking the boxes below, I certify the following:**

I understand that, if awarded funding, will be responsible for submitting a Final Report by the deadline determined in my Award Letter.

I understand that, if awarded funding, grant award amounts, funding schedule (reimbursement or in-advance), and any other grant stipulations directed by the Teton Conservation District Board will be determined in my Award Letter

I understand that information submitted as part of this Grant Application is public information subject to public requests for information; it is my responsibility to ensure compliance with the Wyoming Public Records Act, including retention of records and invoices.

I understand that it is my responsibility to identify any permits that are needed to complete this project and I commit to obtaining all necessary permits prior to project implementation.

I will submit an electronic copy of my Grant Application by email to Phoebe Coburn, Communications Specialist, phoebe@tetonconservation.org. I will submit all of the following required materials and optional materials as necessary. I will save a copy of all of these materials for my own records.

1. **Grant Application Cover Page & Narrative** (required)
2. **Application Budget** (required)
3. **Landowner Letter of Authorization** (required *if* your project is taking place on private land): If your project is taking place on private land, you must include a signed letter from the landowner(s) authorizing the Applicant Representative to apply for a grant for work to be conducted on their land.
4. **Supplemental Materials** (optional): You may attach supplemental materials such as additional technical or scientific information, photos, maps, diagrams, letters of support, or anything else that supports your application. Please compile your supplemental materials into *one* document if possible. Note that your supplemental materials will be printed multiple times; please consider the number of pages you attach.

For Partners in Conservation (PIC) grant applicants ONLY: I will submit an electronic copy of my Grant Application (as described above) **AND** I will mail (postmark) or hand-deliver **SIX (6)** stapled or paperclipped hard copies of my Grant Application (including all materials as described above) by **5:00 p.m. (MT) on January 29, 2021**. Please ensure all columns of the Application Budget fit on one page.

If mailing by USPS:

Phoebe Coburn
Teton Conservation District
PO Box 1070
Jackson, WY 83001

If mailing by UPS or FedEx:

Phoebe Coburn
Teton Conservation District
420 W. Pearl Ave.
Jackson, WY 83001

By signing below, I agree that I am authorized Applicant Representative of the Applicant Entity applying for this grant and that the information contained in this application is true to the best of my knowledge.

Signature:

Date:

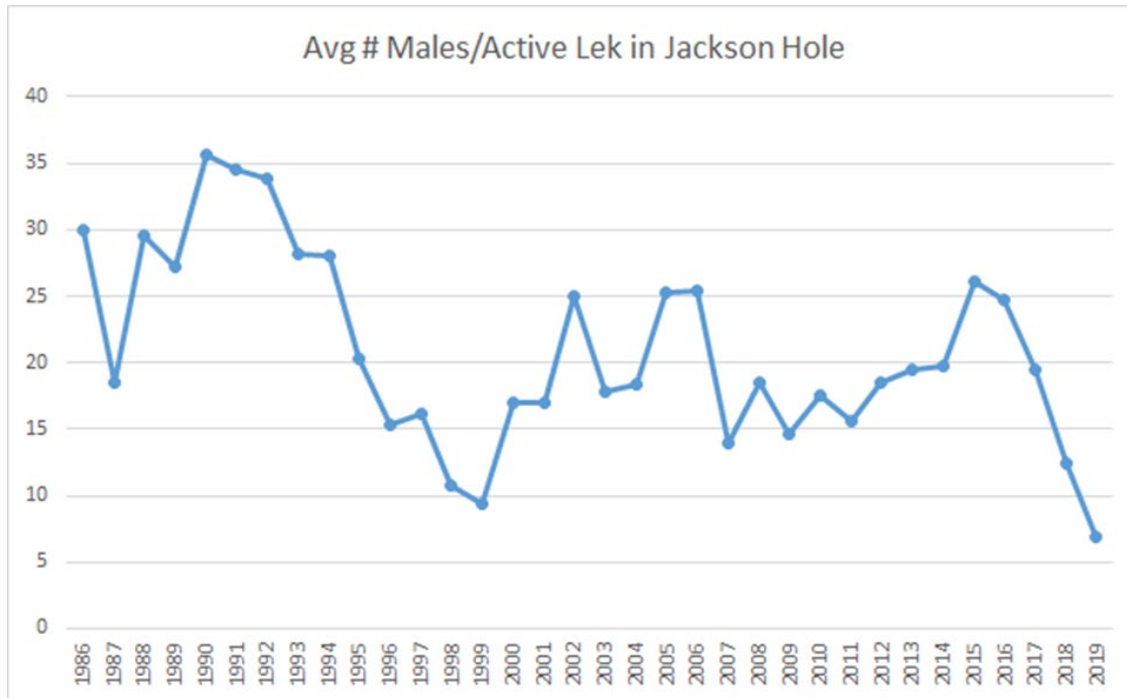


Figure 1. Average number of males per active lek in the Jackson Hole portion of the core area (excluding the Gros Ventre drainage).

Teton Conservation District (TCD) Grant Application Budget

Applicant Entity: **Teton Raptor Center**Date: **4.9.21**Project Name: **Assessing current genetic health of declining sage-grouse in Teton County**Application ID: **[Leave Blank]**

Project Deliverables	Requested TCD Grant Funds (\$)	Applicant (\$) (WGFD Granted)	Applicant (In-Kind)	NPS Match (In-Kind)	WGFD Match (In-Kind)	Total
DNA Sample Collection (Spring 2021)			\$ 490.00	\$ 520.00	\$ 520.00	\$ 1,530.00
Project Coordination			\$ 980.00			\$ 980.00
DNA Isolation (\$100/sample) - USGS Lab Contract	\$ 7,200.00	\$ 5,300.00				\$ 12,500.00
						\$ -
						\$ -
TOTAL	\$ 7,200.00	\$ 5,300.00	\$ 1,470.00	\$ 520.00	\$ 520.00	\$ 15,010.00



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006
Phone: (307) 777-4600 Fax: (307) 777-4699
wgfd: wyo.gov

GOVERNOR 59
MARK GORDON

DIRECTOR
BRIAN R. NESVIK

COMMISSIONERS
PETER J. DUBE - President
RALPH BROKAW
GAY LYNN BYRD
MARK JOLOVICH
RICHARD LADWIG
ASHLEE LUNDVALL
KENNETH D. ROBERTS

April 9, 2021

Teton Conservation District Board
420 West Pearl Avenue
Jackson, Wyoming 83001

Dear Teton Conservation District Board,

I am writing to express my support for Teton Raptor Center's funding proposal to investigate the current genetic health of sage-grouse in Jackson Hole. This funding proposal is supported by the Upper Snake River Basin Sage-Grouse Local Working Group, of which the Wyoming Game and Fish Department (WGFD) is a member. The WGFD is also contributing \$5,300 to support this project.

As one of Wyoming's iconic wildlife species, sage-grouse have been experiencing significant decline across Teton County in recent years. Using this non-invasive genetic technique to assess the current health and genetic limitations to recovery will help us make scientifically sound management decisions for future conservation of the species in Teton County.

Thank you for considering this proposal and if you have any questions please contact me at 307-733-2321.

Sincerely,

Alyson Courtemanch, North Jackson Wildlife Biologist

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on day of , 2021, between Woolpert, Inc., 116 Inverness Dr E Ste 107, Englewood, CO 80112 ("Woolpert") and Teton Conservation District ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Teton Conservation District QL1 Project ("Project"), all as described below (This agreement for services is to be performed in conjunction with the U.S. Geological Survey (USGS) 3D Elevation Program (3DEP) Geospatial Products and Services Contract (G16PC00022):

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described in Attachment C within Client's request and/or solicitation for services detailed in Attachment A. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Budget: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services deliverables as described in Attachment A. Client understands that a planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month.

5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written document, and if permitted by applicable law and/or

industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

6. Communication: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. Coordination: Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

8. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

9. Documentation: Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. Issues: Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. Integration: This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.



IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

Teton Conservation District

Signed: _____

Name: _____

Title: _____

Woolpert, Inc.:

Signed: _____

Name: Jeff Lovin, CP, PS

Title: Senior Vice President, Market Director

- Attachments A, B, C, D and Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.
- This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

Approved as to form:

Teton County Prosecuting Attorney's Office

Commented [A1]: Is this who I list here?

Commented [A2R1]: Hi Nicole. Maybe this would be you as TCD's legal counsel? The perpetual struggle to inform the general public that we are separate from Teton County Government.

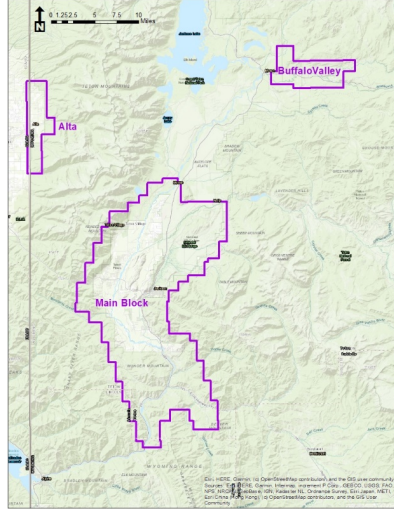


Client's Representative

- Name: Morgan Graham
- Address: 420 W. Pearl Ave, PO Box 1070, Jackson, WY 83001
- Phone Number: 307.413.5635
- Email address: morgan@tetonconservation.org

Woolpert's Contacts

- Name: Shelly Carroll, Program Director
- Address: 116 Inverness Dr E Ste 107, Englewood, CO 80112
- Phone Number: 218.290.9056
- Email address: shelly.carroll@woolpert.com
- Name: Megan Blaskovich, Project Manager
- Address: 116 Inverness Dr E Ste 107, Englewood, CO 80112
- Phone Number: 937.531.1235
- Email address: megan.blaskovich@woolpert.com



Attachment A: Scope of Services

3DEP QL1 Lidar Upgrade. This project is a buy-up from the 2021 USGS 3DEP Quality Level 2 (QL2) acquisition planned for 2021 to Quality Level 1 (QL1) for three Areas of Interest (AOIs) within the Teton Conservation District.

Project Boundary/Limits. The project boundary includes three Areas of Interest (AOIs) defined by the Teton Conservation District and located within Teton County, Wyoming: Alta (23 square miles), Buffalo Valley (29 square miles), and Main Block (299 square miles).

Aerial Lidar Acquisition and Processing. Woolpert will acquire new aerial lidar data covering the AOIs with a nominal point spacing of 0.35-meters and nominal point density of at least 8 points per square meter. Vertical accuracy of the lidar data will conform to the USGS QL1 standard (10.0-cm RMSE) and be assessed and reported in accordance with the guidelines developed by the National Digital Elevation Program (NDEP) and subsequently adopted by the American Society for Photogrammetry and Remote Sensing (ASPRS). This implies control data of a higher accuracy and independent of the lidar processing will be used to assess the NVA (Non-vegetated Vertical Accuracy) of the Bare Earth terrain as well as the VVA (Vegetated Vertical Accuracy) in predetermined land-cover types (i.e. brush lands, forested canopy, tall weeds). The lidar data will be "hydro-flattened" per the USGS specification. At a minimum, the final products will consist of LAS1.4 unclassified swath data, a LAS1.4 classified point cloud, hydrologically flattened breaklines, a 0.5-meter hydro-flattened Digital Elevation Model (DEM), survey control data, a project boundary, a tile index, per product FGDC metadata, and a project report detailing acquisition, survey, and processing.

Note: Woolpert acknowledges the District's preference for leaf-off conditions for a spring 2021 acquisition, and accommodate this request as possible given prior commitments to other USGS lidar acquisitions in the state in 2021. Woolpert will collectively optimize all conditions for project acquisition including seasonality, atmospheric conditions, wind, and weather.

Horizontal-Vertical Datums/Coordinate System/Geoid/Mapping Units.

- Horizontal Datum: NAD83 (2011)
- Vertical Datum: NAVD88
- Coordinate System: UTM Zone 12N
- Geoid Model: Geoid18
- Mapping Units: Meters

Tiling Scheme. The District will define a tiling scheme at project kick-off.

Commented [A3]: Morgan to define

Commented [A4]: For Morgan to define

Attachment B: Compensation

3DEP QL1 Lidar.....	\$211,648.56.00
Total Lump Sum Fee.....	\$211,648.56.00

Woolpert will invoice the District according to percentage complete, beginning in July 2021. Each invoice is to be paid within 30-days. The projected payment schedule is as follows:

Milestone	Lump sum amount	Payment amount	Estimated payment date
Acquisition complete	30%	\$63,494.57	07/30/21
Ground control survey complete	30%	\$63,494.57	08/30/21
Processing	15%	\$31,747.28	10/30/21
Lidar data delivery	15%	\$31,747.28	11/30/21
Final acceptance of lidar data products	10%	\$21,164.86	01/30/22
Totals	100%	\$211,648.56	

Commented [A5]: Morgan and Shelly to negotiate if payment schedule needs to be adjusted

Attachment C: Schedule

- Acquisition is expected May-June of 2021. A preliminary lidar dataset will be provided to the District on or before October, 2021, with final acceptance by the USGS, projected for early 2022. The District may request to receive data before final USGS acceptance.

Commented [A6]: Shelly ask John and McPartland

Attachment D: Deliverables

All lidar data will be processed and delivered (external hard drive) in accordance with Quality Level 1 (QL1) of the USGS 3DEP Program. The USGS will perform quality control on the data prior to acceptance as a Contributed Dataset and USGS conflation into the 3DEP Program through the National Map.

Woolpert will produce and deliver the following:

- Lot One (1) Kick-off Meeting:** A kick-off meeting with the District, its stakeholders, and Woolpert will be held to confirm project specifications and communication procedures. The kick-off meeting will be held prior to data acquisition.
- Lot Two (2) Lidar Data Acquisition Updates:** Weekly lidar data acquisition updates that represent the acquired geographic extent and status of acquired data. Lidar data acquisition updates will commence upon the start of the lidar data acquisition and conclude upon lidar data acquisition completion.
- Lot Three (3): Lidar Data Acquisition:** Lidar data acquisition shall be completed by June 30, 2021, weather and ground conditions permitting.
- Lot Four (4):** Ground Control Surveys will be completed by July 15, 2021, weather and ground conditions permitting.
- Lot Five (5): 3DEP-standard data products including:**
 - A fully classified lidar point cloud in LAS v 1.4 6-10 format
 - A hydro-flattened bare earth DEM with cell size no greater than 0.5-meters, and no less than the designed Aggregate Nominal Pulse Spacing (ANPS) for QL1 in 32-bit floating point GeoTIFF format
 - Breaklines for all hydro-flattened areas in Esri GDB format
 - Intensity imagery with cell size no greater than 0.5 meters, in 8-bit, 256 color gray scale GeoTIFF format
 - Survey data (control points and checkpoints) in Esri SHP and/or Microsoft XLS format, and Ground Survey Report in PDF format
 - Metadata including FGDC compliant xml format, Height Separation Rasters in GeoTIFF format, project boundary in Esri GDB format, a flight index in Esri GDB format, and a Lidar Mapping Report in PDF format.
- Lot Six (6) AOI Delivery:** One (1) Delivery Block consisting of all required deliverables (including metadata), no later than October 30, 2021, delivered to the District and USGS as defined in the project kick-off meeting.
- Lot Seven (7) Final Accepted Delivery:** One (1) copy of the final accepted lidar data products and documentation delivered no later than 30 days after USGS acceptance of the data.



Delivery Acceptance

The client and the USGS will have sixty (60) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within 60 business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Commented [A7]: How to ensure USGS has time to review and accept as a contributed dataset?

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement.

Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and

modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United States, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.

Emily Smith, Natural Resources Technician

Information Items:

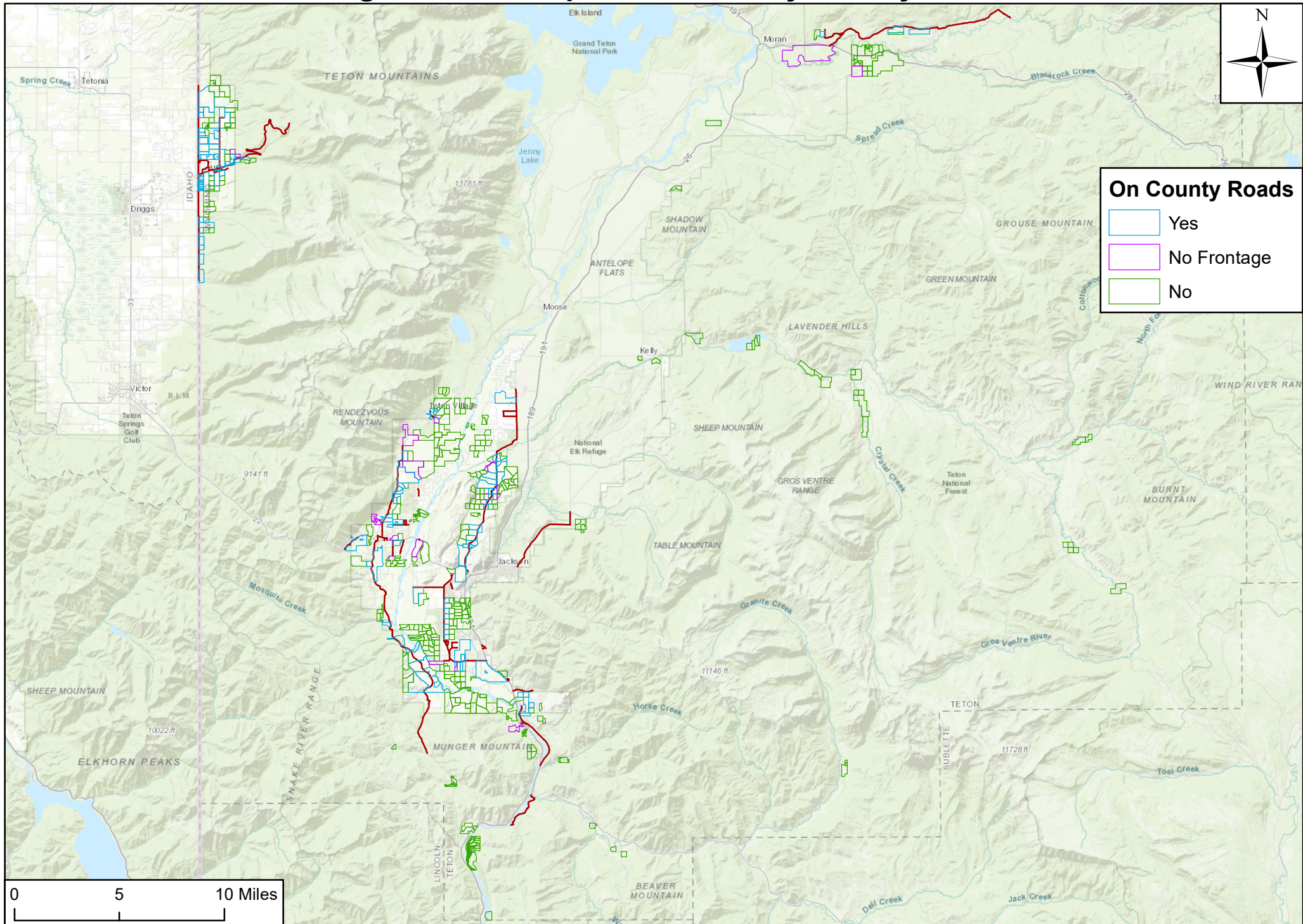
Program Area: Water Resources

- **Wyoming Department of Environmental Quality (WDEQ) Hoback Investigation:** Assisted in WDEQ's Investigation of the Hoback Junction region through counting the number of horses in the project area using aerial imagery from 2011, 2015, 2017 & 2019. A map handout was created to illustrate the average number of horses over the 4 years in each of the corrals as well as the range for total number of horses in the study areas, which ranged from 17 horses in 2011 to 25 horses in 2019.
- **Environmental Protection Agency (EPA) Freedom of Information Act (FOIA) Request:** In conjunction with the WYDEQ Hoback Investigation, I submitted a FOIA request to the EPA on behalf of Carlin and TCD for all Public Water System drinking water quality data for Teton County. This data will assist in the Hoback investigation as well as be used for future water quality studies and projects.
- **Flat Creek Monitoring:** I conducted quality control for the 2019 Flat Creek monitoring data, going through and double checking that all of the data was entered correctly into the excel spreadsheets before we entered the data into the SQL Server database with all other historical data. I entered and conducted the quality control for the 2020 data as well. All of the 2019 and 2020 water chemistry data and macroinvertebrate data were then entered into the SQL Server database while the additional information and data collected were entered into excel spreadsheets for ease of use and reference in the future. As a result, the TCD Flat Creek databases are all up to date.

Program Area: Rangeland Management

- **Agricultural Properties on County Roads:** I assisted Robb through analyzing the ownership parcels designated as agricultural use in Teton County, determining which of the 452 private agricultural properties had frontage along county roads, which abutted county roads but had no frontage and which were distal from county-maintained roads. I created a map to help illustrate where the agricultural properties that had frontage were located (see Supplemental Materials). Additionally, I created Google Earth kmz files for the two shapefiles that are a part of this project. One shows the private agricultural parcels for the county with their designation relative to county-maintained roads while the other is an updated roads shapefile that only includes county roads.

Agricultural Properties Adjacent to County Roads: All Agricultural Properties and Only County Roads



Carlin Girard, Water Resource Specialist and Associate Director

Action Items: None

Information Items:

Program Area: Water

- **Septic Effluent Monitoring Study:** 1) Sixth months of septic system effluent monitoring data has been collected. I have submitted invoices to both Teton County and Protect Our Water JH, which should be accessible based on TCD expenditures and criteria established in our cost-share agreements. 2) TCD was contacted to request the data from the Septic System Effluent Monitoring Study. This request was denied due to the fact that data has not been checked.
- **Wyoming Department of Environmental Quality Hoback Nitrate (WDEQ):** I have been working with Emily Smith and partners at WDEQ and Teton County to develop wastewater, drinking water, geology, agriculture, and landscaping datasets. These datasets will be used to assess potential sources of nitrate contamination in Hoback Junction.
- **Teton County Aquatic Crossings:** Teton County convened their Aquatic Crossings Working Group, which is tasked with guiding the expenditure of \$500,000's of Special Purpose Excise Tax (SPET) funding that is earmarked for aquatic crossings. Fish passage surveys were completed last summer on many aquatic crossings, and a presentation was provided on the findings. We will meet again shortly to decide on priority locations.
- **RiverNet:** I attended a presentation about a cooperative water quality and quantity monitoring project in the Yellowstone River drainage. There is interest in expanding the monitoring and data sharing platform to the Upper Snake River.

Program Area: Communications

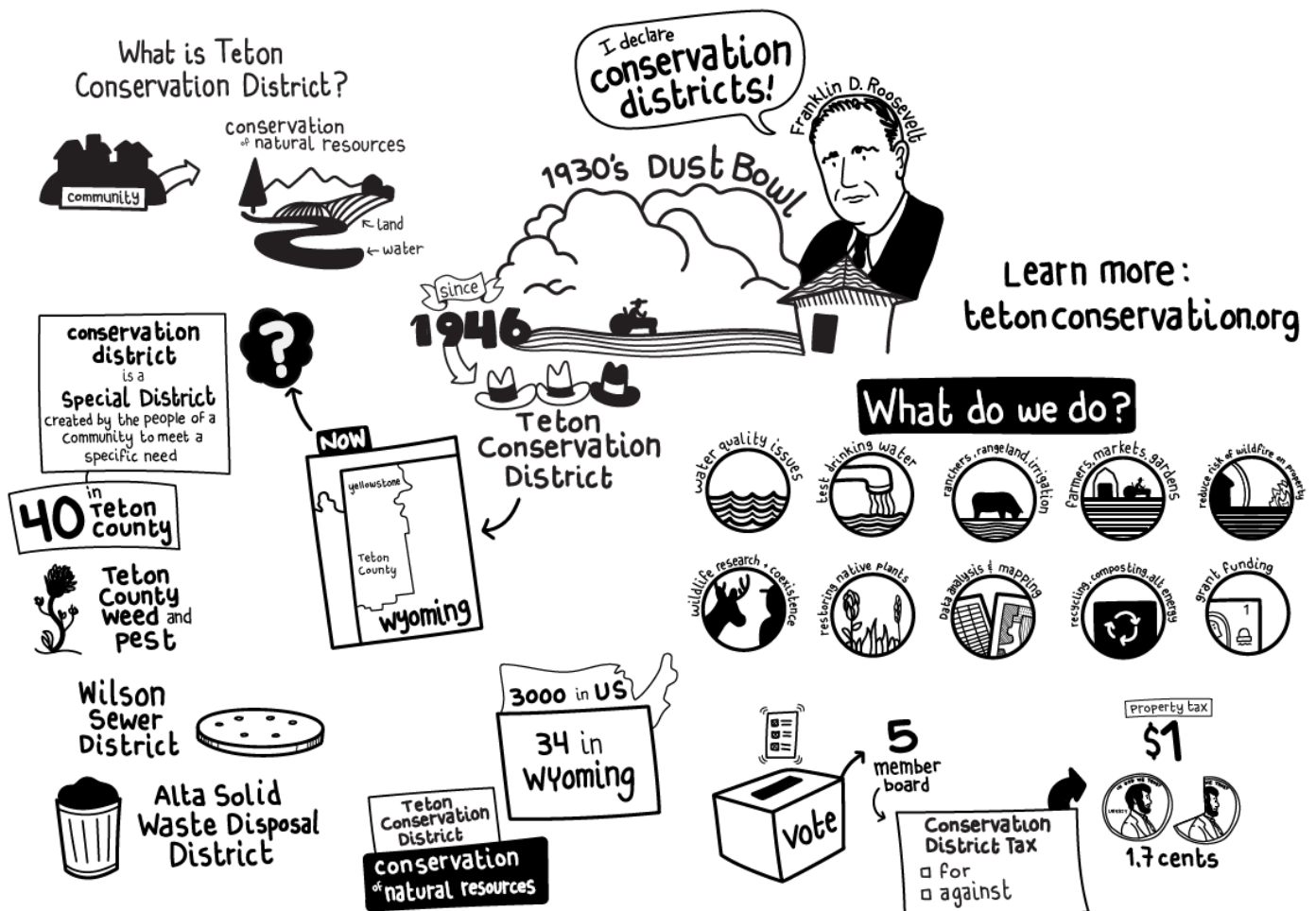
- **JH Clean Water Coalition:** 1) Phoebe and I have been working together on a few aspects of Trout Friendly Lawns Program, in particular the Business Partner Certification. 2) TCD and the Jackson Hole Land Trust worked through the JH Clean Water Coalition to complete a snow storage removal pilot project on Edmiston Spring in downtown Wilson. TCD provided \$1,000 from the Water Resources Best Management Practice (BMP) Line Item and the JH Land Trust contributed \$500 and staff time in order to remove four dump truck loads of contaminated snow from Hungry Jacks and the Basecamp gas station. I have retained a portion of the BMP line-item for snow removal projects for three years, and thanks to Derek Ellis at the Land Trust, we were able to make it happen. The snow removal project was coupled to an 8th grade science lesson that measured sediment loads within the snow and estimated that over 1,000 lbs of sediment was removed, let alone other contaminants. 3) Phoebe and I have been working on developing dog waste signage that will be placed in Rafter J.
- **Karns Meadow Wetland Sign:** I have assisted Phoebe and Floren Poliseo from the Town of Jackson on the development of an informational sign for the Karns Meadow Stormwater Wetland. I have been very pleased with the process so far.

Phoebe Coburn, Communications Specialist

Information Items:

Operations Area: Communications

- **Morgan’s Nature Notebook:** Morgan and I created an episode on Winter Wildlife Closures, you can find it at: www.tetonconservation.org/fieldnotes
- **Wyoming Conservation Districts Employee Association Training:** I was asked to lead a workshop with Diana Olson of Popo Agie Conservation District on communications and video production on April 12, 2021.
- **What Is TCD Whiteboard Video:** This project continues to develop. The script and storyboard stages are complete. Next, we’re moving on to final illustrations and voiceover production. Below is a clipping of the draft storyboard *before* TCD staff input was provided, so some sections have changed, but this will give you a general sense of the direction we’re heading.



Program Area: Water

- **Jackson Hole Clean Water Coalition (JHCWC):** 1) We've been planning and promoting the 2021 Trout Friendly Lawns – Landscaper & Business Certification event, scheduled for 9 a.m. – 12 p.m. on April 20, 2021. The event will be online. If you would like to attend, please register at: www.jhcleanwater.org/initiatives/trout-friendly-partners. 2) The Rafter J HOA Board official approved the dog waste signage project (*Think picking up your dog poop is gross? Try drinking it.*). We moved forward with a Scope of Work with TMBR Digital Marketing Agency for graphic design of the sign. Final written content has been delivered to TMBR. The signs will be hosted in Rafer J for one or two years—then we will have the opportunity to move them to another location. I expect fabrication and installation to be completed by June 2021. 3) I continued to offer some advice on the development of a Trout Friendly Lawns program in Park City, Utah.
- **Edmiston Spring Snow Storage:** TCD and the Jackson Hole Land Trust (JHLT) put out a joint press release and social media posts regarding the snow storage removal adjacent to Edmiston Spring in Wilson. TCD contributed funds, as well as JHLT. You can find links to the Jackson Hole News & Guide and Buckrail articles here: www.tetonconservation.org/news

Program Area: Land

- **Bridger-Teton National Forest (BTNF) Range Monitoring Press Release:** I worked with Robb and BTNF staff to put together a press release on grazing allotment monitoring.

Program Area: Vegetation

- **Wildlife Expo/Native Grass Lesson:** Morgan and I have had conversations with Kari Ciewiski at the National Elk Refuge about partnering on both short and long-term native plant education opportunities. This concept is still developing, but in the meantime, Morgan and I have started planning a “Plant Your Own Native Grass” video lesson and activity for the 2021 Wildlife Expo, an annual event in late May for all Teton County fourth graders organized by the Jackson Hole Weed Management Association.
- **Teton Area Wildfire Protection Coalition (TAWPC):** I assisted Robb with some social media outreach associated with the Wildfire Research (WiRē) Center wildfire risk survey that was sent to landowners in the Wildland Urban Interface.

Program Area: Wildlife

- **Field Day with Kristin Barker:** I spent a day in the field with Kristin Barker, a PhD candidate at UC Berkeley studying wolf and prey dynamics around Jackson. TCD has awarded two grants for her research over the past two years. Blog post to come.

Operations Area: Administration

- **Personal Leave:** I took Annual Leave April 2-11, 2021 to visit the Redwoods with my family.

Tom Segerstrom, Executive Director

Information Items:

Operations Area: Administration

- **FY 2022 3rd Draft Budget:** The Third Draft of the TCD Budget will be distributed following Board input on the Initial Draft that was distributed in February 2021.
- **Personnel, Town and County Affordable Housing Department, Water Resource Specialist - Critical Service Provider:** TCD provided an application for the Water Resource Specialist position to be qualified as a Critical Service Provider by the Jackson/Teton County Affordable Housing Department. This designation is appropriate given the District's role during flood conditions in the County as documented in our enabling statutes and is underscored as a cosigner of the current Teton County Multi-Hazard Emergency Plan. The application was accepted and the TCD Water Resource Specialist is now eligible for homes in Teton County Affordable Housing Department lotteries with preference.
- **Personnel, Community Housing Trust, Government Employee Exemptions:** I have requested that TCD employees be qualified by the Community Housing Trust as local government employees such that they would be exempt from the Annual Income and Net Asset limits required to qualify for affordable housing consideration in Teton County. The request is under consideration.
- **Wyoming Association of Conservation Districts (WACD) Convention:** The convention this year will be in Cody, WY on November 29 – December 1, 2021.

Program Area: Water

- **Flat Creek Watershed Improvement District (FCWID):** I attended the April 8, 2021 board meeting but a quorum was not present to appoint a LizAnn Eisen as a new board member. LizAnn is a resident of 810 West. Bill Wotkyns is now acting as Treasurer. FCWID is working with the Town to coordinate Thaw Well design funding requests from TCD. They are also seeking separate Natural Resource Conservation Service and Federal Emergency Management Agency grants for the future installation of said wells. In the weeks ahead they will be sending the FCWID members (taxpayers) postcards reminding them of their membership, upcoming elections, the FCWID name clarification, spring clean-up, and requests for email addresses for those who want to stay informed.

Program Area: Planning and Development

- **Town and County Environmental Staffing:** Please see Supplemental Materials for draft communications with the Town of Jackson and Teton County regarding environmentally focused staffing.
- **Greater Yellowstone Coordinating Committee (GYCC):** I attended the annual meeting to hear updates from the federal agencies and state wildlife management agencies. The local Wildlife and Recreation Initiative for Jackson Hole was presented by Linda Merigliano, Courtney Larson, and Abby Sisinero-Kidd. Morgan Graham was thanked several times for his significant data mining and management contributions. The effort was applauded by each agency and there was interest in creating a recreation subcommittee to help move messaging, monitoring and use threshold standardization forward through the Greater Yellowstone Area.

Program Area: Sustainability

- **Integrated Solid Waste and Recycling (ISWR):** Eric Kimball, who is the manager of Signal Mountain Lodge and engaged in waste management there, became a new board member appointed by the County Commissioners. New signage at the recycling center and community roll-off collection sites. The collection sites will be closed April 22-26, 2021 to address storage and fire protection issues at the recycling center. ISWR will conduct a waste characterization study this summer and again next winter to better understand sources and strategies. Separated (frosted like milk jugs) #2 plastic alone is bringing \$1000/ton but when not sorted from opaque #2 plastics (mixed) as here in Jackson it is bringing only \$200/ton. It is speculated that the difference is happening due to the increase in lumber costs and the demand for composite, alternatives building materials such as “Trex” decking boards. There was a presentation and interest in a new type of bear-resistant composter for residential use. Board and staff discussed having a display and contact information of the product at the recycling center.



April 21, 2021

Teton County Board of County Commissioners
P.O. Box 3594
Jackson, WY 83001

Dear Teton County Board of County Commissioners,

Teton Conservation District (TCD) encourages Teton County to add staffing dedicated to the Town and County Comprehensive Plan's Common Value for environmental stewardship. Communications indicate that Teton County staff would like to address environmental issues more directly but are limited by capacity.

The elected TCD Supervisors support increasing County staffing resources to advance the community's pressing short-term water quality remediation needs, and achieving forward-looking drinking water, wastewater, and stormwater plans. It is also imperative that the County work in unison with the Town on inherently linked natural resource challenges such as wastewater disposal.

TCD remains a willing partner on many levels. That said, TCD's ability to effectively collaborate with the County on infrastructure, natural resources reviews for development proposals, hosting and participating in stakeholder group efforts, building pertinent information resources, and engaging with local departments and boards needs local government staff focused on our environment as the Comprehensive Plan directs, and the community expects.

Sincerely,

Steve McDonald
TCD Board Chair

Conserving our natural resources – air, land, water, vegetation, and wildlife

420 W. Pearl Ave.
P.O. Box 1070
Jackson, Wyoming 83001

307/733-2110, Ext 2
www.tetonconservation.org
tom@tetonconservation.org



**Teton
Conservation
District
Est. 1946**

April 21, 2021

Town of Jackson, Mayor and Council Members
P.O. Box 1687
Jackson, WY 83001

Dear Madam Mayor and Council Members,

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Sincerely,

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