



**Teton
Conservation
District
Est. 1946**

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Teton Conservation District (TCD) January 2023 Board Meeting
January 18, 2023 at 1:00 p.m. | Location: 420 W. Pearl Ave., Jackson

TCD Board and the public are invited to join the meeting in-person at our office at 420 W. Pearl Ave. or online.

VIDEO CONFERENCE INVITATION

If joining the meeting by computer or tablet, go to: <https://us02web.zoom.us/j/89455197286>

If joining the meeting by phone, dial one of the following phone numbers: (669) 900-6833, (253) 215-8782

If calling by phone, you will be prompted to enter this Meeting ID: 894 5519 7286

MEETING MEMBERS:

TCD Board Members: Cate Watsabaugh, Dave Adams, Roby Hurley, Nate Fuller, Bob Lucas

TCD Associate Board Members: Steve McDonald, Elizabeth Barczynski, Bob Weiss

TCD Staff: Emily Hagedorn, Robb Sgroi, Morgan Graham, Emily Smith, David Lee, Phoebe Coburn, Carlin Girard

Partners and Guests: Todd Stiles (Bridger-Teton National Forest), Jonathan Schechter (Town of Jackson Town Council), Luther Propst (Teton County Board of County Commissioners), Adam Clark (Natural Resource Conservation Service)

AGENDA:

Agency Reports, Guests, and Public Comment	40 minutes
Todd Stiles (Bridger-Teton National Forest)	
Jonathan Schechter (Town of Jackson Town Council)	
Luther Propst (Teton County Board of County Commissioners)	
Adam Clark (Natural Resources Conservation Service)	
Minutes and Treasurer's Report	10 minutes
December 14, 2022 Minutes	
December 2022 Treasurer's Report	
Board Reports	10 minutes
Staff Reports and Action Items	60 minutes
Agricultural Land Classification Memorandum	
Blue Mountain Bench Cistern Small Water Project Program Agreement	
USGS Snowpack Chemistry Funding Agreement	
Jackson Hole Public Art Native Garden Line Item Grant Application	
Draft Letters for Teton County and Town of Jackson Retreat	
Old and New Business	10 minutes
Executive Session:	10 minutes

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

**Teton Conservation District (TCD) December 2022 Board Meeting Minutes
December 14, 2022 | 420 W. Pearl Ave., Jackson, Wyoming**

Attendees:

TCD Board Supervisors: Cate Watsabaugh, Dave Adams, *Roby Hurley, Nate Fuller, and Bob Lucas (arrived at 1:11).

Associate Board Member: *Elizabeth Barczynsky

TCD Staff: Emily Hagedorn, Robb Sgroi, Morgan Graham, Emily Smith, David Lee, and *Carlin Girard

Guests: Martina Keil (Bridger-Teton National Forest), Jonathan Schechter (Jackson Town Council), Tracy (unknown), Rene Seidler (Jackson Hole Wildlife Foundation), and Adam Clark (Natural Resources Conservation Service) **Online/phone attendee*

Call to Order: Vice-Chairman Dave Adams called the meeting to order at 1:01 p.m. Board officer elections followed. **Nate moved to have the following slate: Chairman – Roby Hurley, Vice-Chair/Treasurer – Dave Adams, and Secretary – Cate Watsabaugh. The motion was seconded by Cate, and the motion passed 4-0. Bob Lucas was not present for the vote.** Following the officer election, Chairman Roby Hurley started running the meeting and welcomed Cate Watsabaugh as TCD's new Board Member. Cate replaced Steve McDonald on the Board, based upon the results of the November 8, 2022 general election for TCD Board Supervisor. TCD's mill levy funding was also on the ballot and passed. TCD will continue to receive mill levy funding for the next 4 years (fiscal year 2024 through fiscal year 2028).

Guest Reports and Public Comment:

Adam Clark, Natural Resource Conservation Service – Adam reported attending the Wyoming Natural Resources Rendezvous/Wyoming Association of Conservation Districts annual convention the previous week. He updated the group on some additional funding that the NRCS anticipates receiving, noting they would need more staff to spend/utilize the full amount of the awarded money within 4 years. The NRCS Wyoming high-tunnel account was disbanded, so that is a hit to urban agriculture. Nate asked what Urban Ag would look like without high tunnels, Adam responded that pollinator habitat and cover crops could be areas of focus. He suggested bringing up the high-tunnel importance at the next NRCS Local Work Group meeting.

Jonathan Schechter, Jackson Town Council – Jonathan wanted to convey that the Town Council is having its planning retreat in early February, where they will discuss priorities for the next two years. He emphasized that the Town Council would like to enhance its partnerships, and he would like to include input on priorities for the next two years from TCD. He invited TCD to send comments to the Town Council via a formal letter. He gave some kudos to the Mountain Neighbor Handbook and extended his congratulations on the publication. He said he would coordinate with Tanya Anderson regarding future TCD meeting attendance.

October 19, 2022 Meeting Minutes: The Board members discussed the minutes from the October 19, 2022 Board Meeting. **Dave moved to approve the October 19, 2022 Board Meeting Minutes. Nate seconded. The motion carried unanimously.**

September 2022 Treasurer's Report: Dave reviewed the October 2022 Treasurer's Report:

- Checks numbering 20,762-20,807 dated October 1-31, 2022: \$183,732.45
- Credit card charges: \$5,972.48
- Net credits for the month: \$115,624.09
- Operating Reserves Account Balance: \$500,700.18
- Committed Funds Savings Account: \$818,261.09
- Cash Reconciliation showed a reconciled Checking Account Balance of: \$206,174.14

September 2022 Treasurer's Report: Dave reviewed the November 2022 Treasurer's Report:

- Checks numbering 20,808-20,865 dated November 1-30, 2022: \$194,059.60
- Credit card charges: \$2,123.42
- Net credits for the month: \$402,984.08
- Operating Reserves Account Balance: \$500,947.10
- Committed Funds Savings Account: \$818,292.03
- Cash Reconciliation showed a reconciled Checking Account Balance of: \$418,608.28

Dave requested changes to the Committed funds table. **After a few Treasurer Report questions were addressed, Nate moved to approve the October and November 2022 Treasurer's Reports. Bob seconded, and the motion passed unanimously.**

Board Report: Dave reported that the WACD convention had a very good turnout. The State Dept of Audit has a deadline of June 30, 2024 for every Special District Staff and Board Member to have completed a mandatory training. If this is not completed, a Special District could be in danger of being dissolved. TCD was second in the awards category for both the TCD Plan of Work and TCD Annual Report publications. Bob reported that Robert Gill had sent out a bill to all of the South Park Ditch Supply Company participants for \$7, instead of the regular \$2.50, for its annual request to users. Mr. Gill was encouraged to return to TCD for additional funding for the revegetation portion of the ditch remediation project.

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, Administrative Manager: Action Items: **TCD's WACD Annual Dues:** according to the WACD schedule are currently set at \$12,500 per year. We have \$17,500 budgeted in our FY23 line item for this expense. We paid \$17,500 in FY22 to WACD. The previous fiscal year, we paid the \$12,500 plus an additional \$12,500 (\$25,000 total for Fiscal Year 2021).

Dave moved to approve paying Wyoming Association of Conservation District dues in the amount of \$17,500 for Fiscal Year 2023. Nate seconded the motion, and it passed a vote unanimously.

Robb Sgroi, Land Resources Specialist: Action Items: **Upper Gros Ventre Allotment Fence Materials Request:** Martina Keil, North Zone Range and Invasive Program Manager, Bridger-Teton National Forest, submitted a \$10,000 request (see Supplemental Materials in December Board Packet) to purchase fencing materials for cattle containment on the Upper Gros Ventre Allotment. TCD awarded \$10,743.82 to the same perimeter fence improvement project, to the Robinson Cattle Company, to support labor and equipment rental costs. The grant will fund fence top rail, to meet wildlife friendly guidelines. Robb noted that there were some errors in the grant application, and Carlin asked Martina to resubmit the application with budget table errors corrected. The Staff recommends discussion on an award amount. \$22,000 is available in the ‘Ag & Livestock Fencing Grant’ line item. Martina added that the line post installation was a majority of the labor cost, and she said that those are now in place. This project will include a top rail for the fence, making it a more livestock-friendly fence.

Dave moved to approve the Bridger-Teton National Forest’s grant application, in support of their fence improvement project from the FY2023 ‘Ag & Livestock Fencing Grant’ line item, in the amount of \$10,000. Bob seconded the motion, and it passed a vote of the Board unanimously.

Small Water Project Program (SWPP): The proponents of an awarded SWPP grant, Robert and Dawn Schramm, requested the Owl Creek Owners Association assume responsibility for SWPP grant administration and project implementation. Carlin and I worked with our legal counsel, Nicole Krieger, to develop mechanisms to terminate our agreement with the Schramms and develop an agreement with Owl Creek Owners Association (see Supplemental Materials in December Board Packet). Nicole also serves as counsel for Owl Creek Owners Association, and developed a waiver of conflict form noting her lack of conflict of interest. Robb said that the original application could be amended with a red-line correction, and it would just be recorded on our end. No formal agreement changes would take place with the Wyoming Water Development Office. Dave asked if we anticipate Owl Creek Owners Association requesting funds in the future as buildout/development of the area continues, noting that the developer should pay for this need in the future given the TCD is assisting now in a public safety capacity. ***Nate moved to authorize the Chairman to sign the document titled “Client Consent to Representation and Waiver of Conflict Owl Creek Owners Association and The Teton Conservation District,” to sign the document titled “Termination of Small Water Project Program Agreement Between Teton Conservation District and Robert and Dawn Schramm,” and also to sign the document titled “Teton Conservation District / Owl Creek Owners Association Small Water Project Program Agreement Project No. 2021-05 (Revised).” Dave seconded the motion for the three documents. The motion passed a vote unanimously.***

Morgan Graham, GIS & Wildlife Specialist: Information Items: No comments were made, but made a request for board input on a sponsorship request by JH Public Art for *WildWalls Pollinators*. Roby said he would follow up with Morgan individually on a couple things, including this.

Emily Smith, Natural Resources Technician: Information Items: Emily said that she didn’t have any action items, but invited any questions that the group may have.

David Lee, Water Resources Specialist: Information Items: Dave had a question regarding Snake River water quality monitoring. David reported that there was some limited monitoring taking

place with Grand Teton National Park monitoring within the park and the US Forest Service monitoring within the Alpine canyon. Nate asked about the removal of ammonia monitoring from the Wyoming Pollutant Discharge Elimination System (WYPDES) permit at the Town of Jackson Wastewater Treatment Plant, which was removed from monitoring as it is already being sampled for monthly at the discharge point on the Snake River. The group discussed the action and various parameters that were being sampled for.

Phoebe Coburn, Communications Specialist: Phoebe is on leave until December 19, 2022.

Carlin Girard, Executive Director: Action Items: **Flat Creek Watershed Improvement District (FCWID) Thaw Well Grant:** Carlin has reviewed and provided edits to the FCWID grant application to the Wyoming Office of Homeland Security for thaw well implementation at two sites. TCD would be the primary signatory, because the FCWID cannot be. Approving the FCWID’s submission does not require that we accept the grant, this would require a separate agreement with the grantor. Approving the following motion would allow the FCWID to submit this grant on our behalf.

Nate moved to approve the Flat Creek Watershed Improvement District’s submission of a grant request to the Wyoming Office of Homeland Security for thaw well implementation with Teton Conservation District as the grantee. Teton Conservation District does not guarantee acceptance of the grant if awarded. Dave seconded the motion, which passed a vote unanimously.

Carlin added that there was a lawsuit pertaining to the HWY 390 state-land parcel, and he asked that the Board give him some feedback on the situation, as Teton Conservation District was asked by some members of the public to engage in the topic. Dave said that TCD should direct the interested parties to the surface water inventory, and we could provide additional information, but given this situation is county vs. state, TCD wouldn’t provide a specific stance on the matter. Dave said that we can provide monitoring once the project is operational, at the request of Teton County if or when needed, and Roby supported that suggestion.

Public Comment: Roby asked if there was any public comment. No comments were heard.

Executive Session: Dave moved to enter Executive Session. Nate seconded the motion and the Board voted unanimously to enter into Executive Session

Nate moved to adjourn Executive Session and Bob seconded. The Board voted unanimously to enter back into Regular Session.

In Regular Session, **Dave moved to Accept Tom Breen’s resignation as Associate Board Member and appoint Steve McDonald as Associate Board Member. Bob seconded the motion and the Board passed the motion, voting unanimously.**

Adjournment: Dave moved to adjourn the meeting at 2:29 p.m. Nate seconded. The motion carried unanimously.

Submitted by: _____

Supervisor: _____ Date _____
Supervisor: _____ Date _____
Supervisor: _____ Date _____

DRAFT

Teton Conservation District - Monthly Treasurer's Report

December 31, 2022

Debits for the month:		
<u>Checks written between</u>		
December 1 and 31, 2022		\$185,580.09
December credit card charges of		\$6,268.65

Credits for the month:		
<u>regular income sources</u>		
Mill Levy from Teton County		\$518,390.43
General Fund Checking Interest from Wells Fargo Bank		\$66.18
Committed Funds Savings Interest - Wells Fargo Bank		\$69.50
Operating Reserve Account Income from First Interstate		\$247.04
Well Test Kit Sales (6 sales)		\$300.59
<u>other income sources</u>		
Total Credits for December		\$519,073.74

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	\$1,194.14	0.60%	\$501,194.14
total	\$500,000.00		total	\$501,194.14
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$818,292.03
Transfers in or out	Transfer Committed Funds In			\$0.00
	Transfer Committed Funds Out			\$0.00
Interest Income			0.03%	\$69.50
			total	\$818,361.53
Total Funds in Investments				\$1,319,555.67

Ending Summary and Following Month's Information to Date		as of 12/31/22
General Fund Checking Account Balance		0.01% \$808,457.58
Outstanding Checks		\$57,334.41
Reconcilled QuickBooks Balance		\$751,123.17

Addition to the Treasurer's Report:		FY23 Spent to Date & Income	12/31/2022	50% of FY
<i>Income:</i>	<i>Budgeted:</i>	<i>Income to Date:</i>	<i>Receivables:</i>	<i>Received %</i>
Regular Income:				
Mill Levy	\$1,860,000.00	\$1,167,803.64	\$692,196.36	62.8%
Interest Income	\$1,000.00	\$1,033.71	-\$33.71	103.4%
Well Test Kit Sales	\$7,800.00	\$4,256.59	\$3,543.41	54.6%
WDA Base Funding + WACD WQ	\$8,823.50	\$8,823.50	\$0.00	100.0%
Unanticipated Income/Reimb/Grants	\$7,500.00	\$675.85	\$6,824.15	9.0%
Project Grants & Pass Thrus:				
Gaging Station Reimbursements	\$55,524.00	\$18,620.00	\$36,904.00	33.5%
WYDEQ 319: Fish Creek WS Plan	\$20,000.00	\$0.00	\$20,000.00	0.0%
Good Neighbor Incoming Grants	\$20,000.00	\$10,000.00	\$10,000.00	50.0%
Trout Friendly Lawns Reimb	\$4,000.00	\$0.00	\$4,000.00	0.0%
WY Water Development SWPP	\$408,490.38	\$35,000.00	\$373,490.38	8.6%
Total	\$2,393,137.88	\$1,246,213.29	\$1,146,924.59	52.1%
Operations/Program Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
Land Ag. Assistance-Cropland	\$616,790.38	\$35,628.15	\$581,162.23	5.8%
Land Ag. Assistance-Rangeland	\$30,000.00	\$1,445.00	\$28,555.00	4.8%
MOA Partner Funding	\$44,600.00	\$39,000.00	\$5,600.00	87.4%
Vegetation Program-Native Plants	\$55,000.00	\$45.98	\$54,954.02	0.1%
JH Weed Management Area MOA	\$45,000.00	\$45,000.00	\$0.00	100.0%
TAWPC/WUI Program	\$215,400.00	\$50,323.96	\$165,076.04	23.4%
Mapping Resources & GIS-TCD Projects	\$3,000.00	\$703.70	\$2,296.30	23.5%
LiDAR & County Imagery Support	\$122,000.00	\$49,750.00	\$72,250.00	40.8%
Sustainability Projects - Air Quality	\$10,000.00	\$0.00	\$10,000.00	0.0%
Sustainability MoA Grants	\$82,000.00	\$10,000.00	\$72,000.00	12.2%
PIC Grants and Partnering Funds				
<i>*grant totals and remaining funds below</i>				
PIC Grant \$ Available in FY 2023	\$80,000.00	\$0.00	\$80,000.00	0.0%
PIC Grant Funds Committed	\$0.00	\$0.00	\$0.00	0.0%
TCD Partnering \$ Available FY23	\$101,486.78	\$77,000.00	\$24,486.78	75.9%
Water Quality Program-WQ Projects				
Flat Crk Water Improvement Dist.	\$13,844.00	\$0.00	\$13,844.00	0.0%
USGS Partnering Projects	\$107,800.00	\$4,600.00	\$103,200.00	4.3%
MOA Partner Funding	\$255,500.00	\$9,118.00	\$246,382.00	3.6%
Wildlife Projects - General Program Exp.				
MOA Partner Funding	\$45,000.00	\$0.00	\$45,000.00	0.0%
MOA Partner Funding	\$38,600.00	\$18,000.00	\$20,600.00	46.6%
Total	\$2,034,521.16	\$434,273.45	\$1,662,247.71	21.3%
TCD Partnering Funds Committed	\$77,000.00	\$62,000.00	\$15,000.00	80.5%
Project Funds Carried Over from FY22	\$247,802.33	\$2,000.00	\$245,802.33	0.8%
Administrative Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
Communications	\$102,000.00	\$54,053.83	\$47,946.17	53.0%
General Office Expense	\$177,750.00	\$31,177.31	\$146,572.69	17.5%
Professional Expenses	\$98,000.00	\$29,954.82	\$68,045.18	30.6%
Payroll Expenses	\$915,000.00	\$411,873.46	\$503,126.54	45.0%
Meeting Expenses	\$8,600.00	\$1,112.43	\$7,487.57	12.9%
Total	\$1,301,350.00	\$528,171.85	\$773,178.15	40.6%

FY 2023 Budget		Committed Funds Savings Account Items			
Grant Description		Budgeted	Paid Out	Check #	Remaining
Small Water Project Program Projects		FY Approved			
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
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>		\$35,000.00	\$0.00		\$35,000.00
Budget Line Items for FY 2022 Budget					
GTNP - Canid Disease Genetic Testing	Jan 2/23	\$6,000.00	\$0.00		\$6,000.00
Pinto/Elk Ranch - Irrigation Demo Project	Feb 2/23	\$26,960.00	\$0.00		\$26,960.00
McMorrow/Teton Pines - Pollinator Project	Feb 2/23	\$6,595.71	\$0.00		\$6,595.71
Biodiversity Institute - Loon Monitoring	PIC 2/23	\$6,300.00	\$0.00		\$6,300.00
WY Game & Fish - Moose Movements	PIC 2/23	\$5,000.00	\$0.00		\$5,000.00
Brian & Emily Hager - McCallister Pond Proj.	PIC 2/23	\$6,060.62	\$0.00		\$6,060.62
Pea Hay Rotation - Tavner Wilson/Bar W Ag	Mar 3/23	\$3,386.00	\$0.00		\$3,386.00
JH High School Native Plant Pilot Project	Mar 3/23	\$1,000.00	\$0.00		\$1,000.00
Trout Unlimited - S. Flat Creek (LockhartProj)	May 5/23	\$20,000.00	\$0.00		\$20,000.00
Hoback Clean Water Initiative (Lane Lamure)	May 5/23	\$60,000.00	\$0.00		\$60,000.00
<i>subtotal</i>		\$141,302.33	\$0.00		\$141,302.33
PIC Grants (Now/ Reimbursed)		FY22			
K.M.Johnson Found - Flat Creek Stabilization	2/23	\$28,000.00	\$0.00		\$28,000.00
JH Conservation Alliance - Wildlife Report	2/23	\$500.00	\$0.00		\$500.00
WY Game & Fish - Big Horn Sheep Campaign	2/23	\$4,000.00	\$0.00		\$4,000.00
Nature Conservancy - Fire on the Mountain	2/23	\$17,000.00	\$0.00		\$17,000.00
Friends of Pathways - BTNF Trail Use Data	2/23	\$6,500.00	\$0.00		\$6,500.00
Teton Bighorn Sheep Stewardship Campaign	3/23	\$9,000.00	\$0.00		\$9,000.00
Zack Montes - Day in the life of a Jxn Moose	6/23	\$4,000.00	\$0.00		\$4,000.00
<i>subtotal</i>		\$69,000.00	\$0.00		\$69,000.00
MoA Grant Partners		FY23			
Trout Unlimited	6/23	\$41,500.00	\$0.00		\$41,500.00
Friends of the Teton River	6/23	\$13,844.00	\$9,118.00	20795	\$4,726.00
Flat Creek Watershed Improvement Dist.	6/23	\$14,000.00	\$0.00		\$14,000.00
Mountain Roots Education	6/23	\$5,600.00	\$0.00		\$5,600.00
Grand Teton National Park Foundation	6/23	\$10,000.00	\$0.00		\$10,000.00
Jackson Hole Wildlife Foundation	6/23	\$26,600.00	\$18,000.00	20876	\$8,600.00
Integrated Solid Waste & Recycling	6/23	\$29,000.00	\$0.00		\$29,000.00
Energy Conservation Works	6/23	\$25,000.00	\$0.00		\$25,000.00
Yellowstone Teton Clean Cites	6/23	\$28,000.00	\$10,000.00	20768	\$18,000.00
Town of Jackson	6/23	\$200,000.00	\$0.00		\$200,000.00
<i>subtotal</i>		\$393,544.00	\$37,118.00		\$356,426.00

Budget Line Items for FY 2023 Budget				
Leave Liability and Deductibles for FY23	tcd	\$10,000.00	\$0.00	\$10,000.00
Hereford-Bally Ranch Stockwater Project	7/23	\$22,103.00	\$0.00	\$22,103.00
Teton Raptor Center - Sporting Lead Free	8/23	\$7,650.00	\$0.00	\$7,650.00
WY G&F South Flat Creek Restoration	10/23	\$15,000.00	\$0.00	\$15,000.00
TU GV Road Stabilization Project	8/23	\$15,000.00	\$0.00	\$15,000.00
Karl M Johnson Flat Creek Restoration (Future Grants TBD)	10/23	\$5,750.00	\$0.00	\$5,750.00
	subtotal	\$75,503.00	\$0.00	\$75,503.00
Grand Total Funds in Committed Funds				\$677,231.33
Transfers to Checking:		total amount budgeted		amount transferred
TCD FY 2023 PIC Grant Funds		\$80,000.00		\$80,000.00
Jackson Hole Wildlife Foundation - partial payment		\$26,600.00		\$18,000.00
Jackson Hole Weed Management Area		\$45,000.00		\$45,000.00
Duplicate Transfer Reconciliation				-\$2,000.00
Interest to Date (not transferred, but essential to document to balance the reconciliation)				\$130.20
			January transactions subtotal	\$141,130.20
			new committed balance from above	\$677,231.33
			Grant total in account as of 12-31-22	\$818,361.53

Teton Conservation District

1/10/2023 11:33 AM

Register: Wells Fargo Checking
 From 12/01/2022 through 12/31/2022
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
12/08/2022	FY26 AGE#23		Bank Service Charges	Direct Deposit Fees	19.00			411,522.97
12/12/2022			Well Test Kit Sales	Deposit			100.00	411,622.97
12/12/2022			Mill Levy	Deposit			518,390.43	930,013.40
12/13/2022	20866	Wyoming Retirement System	WRS Retirement Liability	61	6,443.67			923,569.73
12/13/2022	20867	MasterCard	-split-	November CC Charges	2,123.42			921,446.31
12/14/2022	20868	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Meeting Advertising	286.00			921,160.31
12/14/2022	20869	Brilliantly Done, Inc.	Cleaning Contract & Supplies	November Office Cle...	300.00			920,860.31
12/14/2022	20870	Lower Valley Energy	Vehicle Expense	CNG Fuel	21.07			920,839.24
12/14/2022	20871	Wyoming Dept. of Agricultu...	Project/Program Expenses:Well...	20 Well Test Kits	2,040.00			918,799.24
12/14/2022	20872	Wyoming Educators' Benefit ...	Payroll Expenses:Employer Me...	January 2023 Insuran...	7,746.86			911,052.38
12/14/2022	20873	WACD	Payroll Expenses:Employer Me...	Dental Insurance for ...	980.60			910,071.78
12/14/2022	20874	Teton County	Project/Program Expenses:Soft/...	Infrared Imagery Col...	49,750.00			860,321.78
12/14/2022	20875	University of Wyoming - OSP	Project/Program Expenses:Proj...	Macroinvertebrate Sa...	640.31			859,681.47
12/14/2022	20876	JH Wildlife Foundation	Project/Program Expenses:MO...	MoA grant - payment...	18,000.00			841,681.47
12/14/2022	20877	Teton County Weed & Pest	Project/Program Expenses:MO...	MoA Grant for FY23	45,000.00			796,681.47
12/14/2022	20878	Orijin	Project/Program Expenses:Engi...	Graphics work	187.50			796,493.97
12/14/2022	20879	Joanne Shiebler	Project/Program Expenses:Proj...	Conservation Plantin...	500.00			795,993.97
12/14/2022	20885	Void Check for Records	Uncashed Aged or Voided Che...	VOID:		X		795,993.97
12/15/2022	20855	Carlin E Girard	-split-		3,719.25			792,274.72
12/15/2022	20856	David Lee	-split-		2,572.28			789,702.44
12/15/2022	20857	Emily E Hagedorn	-split-		2,812.98			786,889.46
12/15/2022	20858	Emily P Smith	-split-		2,283.45			784,606.01
12/15/2022	20859	Morgan W Graham	-split-		2,311.77			782,294.24
12/15/2022	20860	Phoebe T Coburn	-split-		631.92			781,662.32
12/15/2022	20861	Robert M Sgroi	-split-		2,921.51			778,740.81
12/15/2022	20863	Electronic Federal Tax Paym...	-split-	83-0247879	5,916.31			772,824.50
12/15/2022	20864	Empower Retirement 457(b)	-split-		1,150.00			771,674.50
12/15/2022	FY24 AGE#23		Payroll Expenses:HSA Employ...		231.25			771,443.25

Teton Conservation District

1/10/2023 11:33 AM

Register: Wells Fargo Checking
 From 12/01/2022 through 12/31/2022
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/15/2022			Well Test Kit Sales	Deposit		150.59	771,593.84
12/21/2022			Well Test Kit Sales	Deposit		50.00	771,643.84
12/30/2022	FY25 AGE#23		Payroll Expenses:HSA Employ...		231.25		771,412.59
12/30/2022	20880	Carlin E Girard	-split-		3,719.25		767,693.34
12/30/2022	20881	David Lee	-split-		2,572.28		765,121.06
12/30/2022	20882	Emily E Hagedorn	-split-		2,812.98		762,308.08
12/30/2022	20883	Emily P Smith	-split-		2,283.45		760,024.63
12/30/2022	20884	Morgan W Graham	-split-		2,311.77		757,712.86
12/30/2022	20889	Phoebe T Coburn	-split-		2,473.26		755,239.60
12/30/2022	20886	Robert M Sgroi	-split-		2,921.51		752,318.09
12/30/2022	20887	Electronic Federal Tax Paym...	-split-	83-0247879	6,516.00		745,802.09
12/30/2022	20888	Empower Retirement 457(b)	-split-		1,150.00		744,652.09
12/30/2022			Interest Income	Deposit		66.18	744,718.27

\$185,580.09

11:34 AM

01/10/23

Teton Conservation District
Deposit Detail
 December 2022

Type	Num	Date	Name	Account	Amount
Deposit		12/12/2022		Wells Fargo Ch...	100.00
			Well Test Kit Pa...	Well Test Kit Sa...	-100.00
TOTAL					-100.00
Deposit		12/12/2022		Wells Fargo Ch...	518,390.43
			Teton County	Mill Levy	-518,390.43
TOTAL					-518,390.43
Deposit		12/15/2022		Wells Fargo Ch...	150.59
			Well Test Kit Pa...	Well Test Kit Sa...	-150.59
TOTAL					-150.59
Deposit		12/21/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		12/30/2022		First Interstate ...	247.04
			First Interstate ...	Interest Income	-247.04
TOTAL					-247.04
Deposit		12/30/2022		Wells Fargo Ch...	66.18
			Wells Fargo Bank	Interest Income	-66.18
TOTAL					-66.18
Deposit		12/30/2022		Wells Fargo Sa...	69.50
			Wells Fargo Bank	Interest Income	-69.50
TOTAL					-69.50

Credit Card Record Sheet for the month of December 2022

pg 1

	date	item	vendor	project	ref#	\$	
CG	11.21	auction items	Togwotee	WACD Conv.	4476	1179.76	
	12.16	fuel	Marvick	vehicle	4458	68.17	
	12.16	oil change	JH Express	vehicle	0192	84.23	
EH	12.21	software	Adobe	computer sys.	3643	165.23	
	11.21	landline	Silver Star	office phone	5261	272.70	
	11.21	electricity	LV Energy	office elec.	0842	67.41	
	11.22	registrations	WY Stockgrowers	WACD Conv.	0212	1160-17.93 1142.07	
	12.01	garbage	West Bend San	office clean.	3618	43.95	
	12.08	monthly IT	Factory IT	Computer sys	0592	1506.00	
	12.20	landline	Silver Star	office phone	9498	272.70	
	12.20	electricity	LV Energy	office elec.	3273	111.71	
	RS	12.5	food	Exxon Mobil	WACD Conv.	1842	26.19
		12.5	lodging	Rambota	WACD Conv.	5129	267.17
12.5		lodging	Rambota	WACD Conv.	5137	240.00	
12.5		lodging	Rambota	WACD Conv.	5145	320.00	
12.5		lodging	Rambota	WACD Conv.	5152	240.00	
12.7		food	Admiral Bev.	WACD Conv.	2988	1.35	
12.8		food	Crowhead Store	WACD Conv.	4322	11.75	
12.8		food	Taylor's Store	WACD Conv.	4704	21.50	

BANK RECONCILIATION

Name of Client: Teton Conservation District	Statement Date: 12.31.22	EH
Bank: Wells Fargo Bank	Account No: 000-0337175	12.31.22

Prior Month Reconciled Balance	\$	459,354.62	Bank Statement Balance As of	12.31.22	\$ 808,457.58
Add Debits:		518,757.20	Add Deposits in Transit:		\$ -
Total Debits	\$	518,757.20	Total Deposits	\$	-
Sub-Total	\$	978,111.82	Sub-Total	\$	808,457.58
Less Credits:		169,654.24	Less Checks Outstanding:		
			(See List Below)	\$	57,334.41
Total Credits	\$	169,654.24	Bank Balance - Per Reconciliation	\$	751,123.17
Bank Balance - Per General Ledger	\$	808,457.58			

Checks Outstanding		
Number	Amount	Name
20838	\$2,950.00	Larry Birenbaum
20868	\$286.00	Teton Media
20871	\$2,040.00	WY Dept of Ag - Lab
20873	\$980.60	WACD
20874	\$49,750.00	Teton County
20875	\$640.31	University of Wyoming - OSP
20878	\$187.50	Orjin
20879	\$500.00	Joanne Schiebler

QuickBooks Reconciliation	
\$ 744,718.27	Month End QB Register Balance
Adjustments to be posted in QuickBooks:	
\$ 751,123.17	Adjusted QB Register Balance
\$ 751,123.17	Reconciled Balance
\$ -	Difference

page 2 total
page 3 total

	\$ 57,334.41
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Emily Hagedorn-Wegher, Administrative Manager

Action Items: None

Information Items:

Operations Area: Administration

- **2023 Reorganization Form:** I have provided a copy of our 2023 Reorganization form in Supplemental Materials. This information goes to the Wyoming Association of Conservation Districts and Wyoming Department of Agriculture.
- **End of Year Reporting Requirements:** With the coming of the new year, I am producing W2 forms for employees, W3 forms for the Social Security Administration, and 1099 forms for contractors. Blue Cross Blue Shield / Wyoming Educators Benefit Trust will be reporting TCD's health insurance coverage on the 1095-C Health Care Reporting Forms. I'm looking forward to completing the IRS 4th Quarter Reporting as well as the Worker's Compensation and Unemployment Insurance Quarterly Reports by the January 31, 2023 deadline.
- **Base Funding Requirement:** TCD's Base Funding Requirements from the Wyoming Department of Agriculture and Wyoming Association of Conservation Districts were met before the December 30, 2022 deadline.
- **Department of Audit Requirements:** TCD submitted its Final Financial Statements for the Fiscal Year ending June 30, 2022. TCD is in compliance as of the end of 2022.

Upcoming 2022 TCD Calendar of Events:

Jan.16	TCD Office Closed for Martin Luther King Day Holiday	
Jan. 18	TCD Regular Board Meeting at TCD Office	1pm – Office/via Zoom
Feb. TBD	Partners in Conservation Grant Presentations	TBD— Office/via Zoom
Feb.15	TCD Regular Board Meeting at TCD Office	1pm – Office/via Zoom
Feb. 20	TCD Office Closed for President's Day Holiday	
Mar. 15	Quarterly Joint TCD/FCWID, followed by TCD	12pm – Office/via Zoom

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Land

Agricultural Land Classification, Teton County Assessor: TCD and our constituents may benefit from understanding mechanisms available to the Teton County Assessor to classify lands as agricultural. Background information and discussions (see Supplemental Materials) can provide a basis for staff and Supervisor discussion to identify benefits and pitfalls of TCD staff further communicating to understand land classification.

Suggested Motion: *Move to authorize TCD staff to engage with the Teton County Assessor, as guided in the memorandum, to clarify mechanisms of agricultural land classification.*

Small Water Project Program (SWPP): An agreement between TCD and Wyoming Water Development Commission (WWDC) was executed for the project titled 'Blue Mountain Bench Fire Suppression Water Cistern'. The next step is for a separate agreement to (see Supplemental Materials) be executed between TCD and the project's proponent, Blue Mountain Bench LLC.

Suggested Motion: *Move to authorize the Chairman to sign the agreement titled 'Teton Conservation District / Blue Mountain Bench Small Water Project Program Agreement Project No. 2022-02'.*

Program Area: Sustainability / Air Quality

USGS Snowpack Chemistry: The U.S. Geological Survey provided a Joint Funding Agreement (see Supplemental Materials), Statement of Work letter, and cover letter, for annual snowpack chemistry monitoring in Teton County, WY. The agreement requests financial support for five sites and staff support for two sites. Of note is that reduced funding for this program is anticipated to reduce data collection to 60% of sites.

Recommended Motion: *Move to authorize the Chairman to sign the Joint Funding Agreement, Agreement Number 23REJFACO041, between Teton Conservation District and the U.S. Geological Survey, committing \$4,600.00 for snowpack chemistry sampling and analysis.*

Information Items:

Program Area: Land

- **Agricultural Support:** 1) TCD, three other Conservation Districts, and the BTNF are cooperating to improve range management. An Ecological Site Description (ESD) development handbook for the BTNF was completed. The handbook provides a protocol for sampling, and the data will be used to develop ESDs for vegetation communities. ESDs will support Forest Plan revision and grazing decisions. 2) David Lee and I met with a salesperson from AssetGuard, who presented on a lining product that can be used for ditches, lagoons, reclamation areas, etc. The product could have local applications and was added to our list of ditch lining resources that TCD shares upon request with those looking for liner type products.
- **Small Water Project Program:** Further discussion is requested on the extent of grants TCD will support for water supply and storage in subdivisions. Staff did not provide adequate background prior to discussion on this topic at the December 2022 meeting. Two subdivisions were awarded SWPP grants for a single facility (e.g. cistern, fire well). Following our advice, those entities developed a subdivision scale water storage and

supply plan. The plans mirror building code for new subdivisions, and/or support better insurance ratings. TCD staff recommends limiting support to a single SWPP grant for an initial facility and providing advice on subdivision scale planning. Subdivisions are inquiring as to SWPP support for additional facilities that meet their plans. Staff does not support SWPP grants for full build out of subdivision needs. Wyoming Water Development Office has not weighed in on this.

Program Area: Vegetation

- **TCD Wildfire Risk Reduction Program (WRRP):** 1) Supervisors requested clarification on how staff will use budgeted funds to pay for completion of third-party Wildfire Risk Overviews. Comment is welcomed on suggested guidelines (Supplemental Materials). 2) Program results from the 2022 calendar year are found Emily Smith's staff report. A new section was added, describing results from the neighborhood road corridor branch of the WRRP. TCD staff time/emphasis on that branch reflects the importance Jackson Hole Fire/EMS places on safe evacuation via private roads.
- **Teton Area Wildfire Protection Coalition (TAWPC):** Portland State University developed a report on managing wildfire risk in northwest Wyoming, with TAWPC support. The focus was on human networks. The report mapped relationships among the entities and agencies working on wildfire risk. The Forest Service, fire districts, and Emergency Management tend to serve as the network hub.

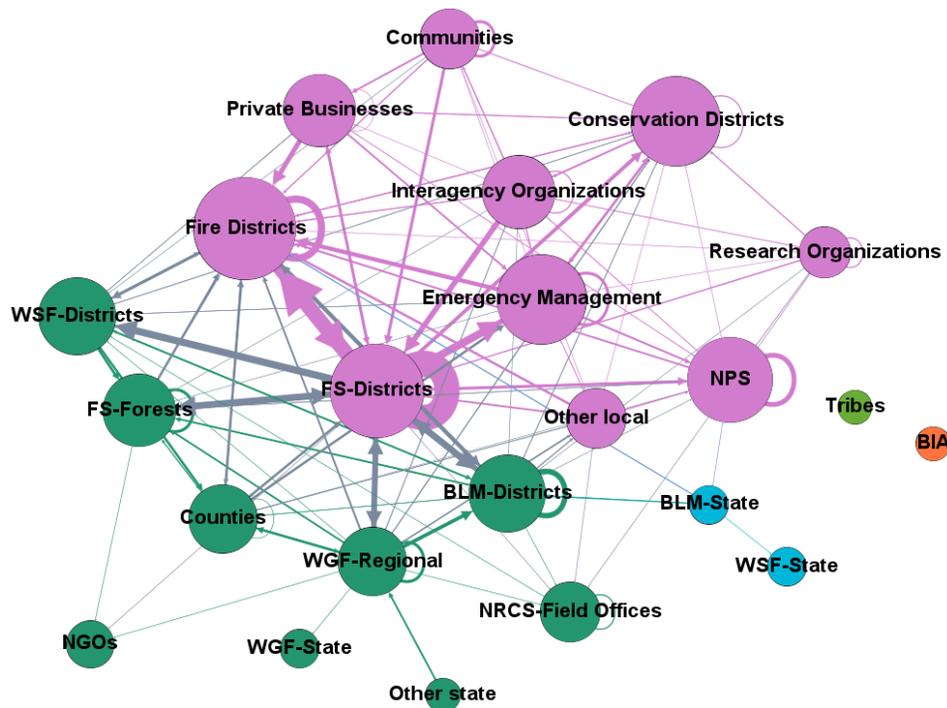


Figure 1. Network map of entities in NW Wyoming involved in managing wildfire risk.

Program Area: Administration

- **WY Association of Conservation Districts:** The USFS and Public Lands Council signed a MOU to enhance cooperative monitoring on grazing allotments. The intent is to better understand and improve resource conditions. Data collected by permittees using agreed upon methods will become part of the USFS file.



**Teton
Conservation
District
Est. 1946**

MEMORANDUM

TO: TCD Board of Supervisors
FROM: Robert Sgroi
DATE: December 30, 2022
SUBJECT: Agricultural Land Classification

Request for guidance from TCD Board of Supervisors regarding staff's role in understanding tools available to Teton County Assessor in private land agricultural land classification

Background:

- TCD staff has been approached by several landowners, over the past ~2 years, on the subject of classification of private lands by the Teton County Assessor.
- Media coverage noted a shift of classification by Assessor, from agricultural to residential.
- TCD observed language in the *Affidavit for Agricultural Land Classification* (see attachment) referring to 'bona fide conservation program', then communicated with the Teton County Assessor for clarification (Assessor's response attached)
- A landowner requested TCD write a letter to the Assessor describing the landowner's conservation program (email request attached).

Questions to the TCD Board of Supervisors:

Is there interest in TCD staff communicating with the Teton County Assessor to understand:

1. Do TCD's programs, grants, or services qualify as 'bona fide conservation programs' as referenced in the *Affidavit for Agricultural Land Classification*?
An example of a TCD program is the Agricultural Conservation Planting Program.
2. Can the Teton County Assessor, Wyoming Department of Revenue, or other entity provide conceptual examples of 'bona fide conservation programs', and/or actual examples of the same?
3. Is there an intended temporal duration of agricultural land classification provided to landowners by participating in a bona fide conservation program? For example, is this intended as a single year benefit, or until a goal is achieved?

Attachments:

1. Teton County Assessor's *Affidavit for Agricultural Land Classification*
2. email correspondence, Teton County Assessor, WY Department of Revenue's definition of 'bona fide conservation program' and Teton County Assessor's interpretation of the definition
3. email request, Teton County landowner Brian Hager to TCD

PARCEL (STATE) I.D. # _____ LOCAL I.D. # _____
R# _____ DISTRICT _____ Assessment Year _____ Int. _____

AFFIDAVIT FOR AGRICULTURAL LAND CLASSIFICATION

Owner Name(s): _____ Mailing Address: _____

Legal Description of Property (if lengthy, please attach): _____

Wyoming statute provides that contiguous or noncontiguous parcels of land under one (1) operation owned or leased shall qualify for classification as agricultural land if the land meets each of the following four qualifications (initial all that apply):

1. The land is presently being used and employed for an agricultural purpose. Initial the applicable classification:

- _____ Cultivation of the soil for production of crops
- _____ Production of timber products or grasses for grazing
- _____ Grazing of livestock

2. _____ The land is not part of a platted subdivision. Pursuant to §39-13-103(b) (x) (B) (II) individual subdivision parcels of thirty-five (35) acres or more “which otherwise qualifies as agricultural land” may be considered for agricultural classification.

3. Initial the applicable statement:

- _____ The land is not leased land and the owner has derived annual gross revenues of not less than five hundred dollars (\$500.00) from the marketing of agricultural products from the subject land.
- _____ The land is leased and the lessee has derived annual gross revenues of not less than one thousand dollars (\$1,000.00) from the marketing of agricultural products. The applicant must provide name and address of lessee.

Lessee Name: _____

Mailing Address: _____

4. _____ The land has been used consistent with the land’s size, location and capability to produce as an agricultural operation.

If the land has not met the requirements of 3 and 4 above, I state that at least one of the following occurred (initial all that apply). Attach explanation.

- _____ The land has experienced an intervening cause of production failure beyond my control.
- _____ I have caused a marketing delay for economic advantage.
- _____ The land participates in a bona fide conservation program in which case proof by an affidavit showing qualifications in a previous year shall suffice.
- _____ A crop has been planted that will not yield an income in the taxable year.

I _____, the owner(s) of the land described above, do solemnly swear (or affirm) that land contained in the legal description noted above has met the requirements of §39-13-103(b) (x) (B) which are outlined in this form.

Signature(s): _____ Date: _____

Printed Name(s): _____ Phone: _____

State of _____)
County of _____)ss

Subscribed and sworn before me this _____ day of _____, 20____ by

Notary Public _____
My Commission Expires: _____ (Seal)

Pursuant to §39-1-103(b) (x) (C)... “When deemed necessary, the county assessor may require further supporting documentation.”

Robb Sgroi

From: Melissa Shinkle <mshinkle@tetoncountywy.gov>
Sent: Tuesday, April 26, 2022 5:59 PM
To: Robb Sgroi; Carlin Girard
Subject: RE: Agricultural Land Classification - Question

Good evening Rob and Carlin,
 Here is the Department of Revenue's definition of a "Bona fide conservation plan:"

(bb) "Bona fide conservation plan" means governmentally approved programs or written recommendations or plans implemented for the conservation of agricultural land or soil. This includes lands enrolled in the CRP. The land must have been classified as agricultural land prior to entering any program. Conservation programs that are designed to conserve and protect wetlands and wildlife habitat are not for the purpose of conserving agricultural land and soil. As such, conservation programs that are designed to conserve and protect wetlands and wildlife habitat do not qualify or disqualify the land from the agricultural classification; all other factors must be considered pursuant to these rules.

This may prompt more questions – please let me know! It has been explained to me that essentially, the government pays you to not farm your land –however, I will need to follow up on that.

Best,
 Melissa

From: Robb Sgroi <robb@tetonconservation.org>
Sent: Tuesday, April 26, 2022 2:04 PM
To: Melissa Shinkle <mshinkle@tetoncountywy.gov>; carlin@tetonconservation.org
Subject: Agricultural Land Classification - Question

[NOTICE: This message originated outside of the Teton County's mail system -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Good afternoon Melissa. I hope you and your staff members are well.

Carlin (copied) and I respectfully request your advice on the subject of agricultural land classification. The attached affidavit states "The land participates in a bona fide conservation program in which case proof by an affidavit showing qualifications in a previous year shall suffice". We are interested in what may qualify as a conservation program, and who may qualify to deliver those programs.

Teton Conservation District has agricultural programs that improve natural resources, support agriculture, and provide public benefit. TCD is also a granting entity that supports proponent driven and designed projects, that meet these same goals.

We are happy to meet in person, at your request, if providing more information would be helpful.

Thank you Melissa.

Robb Sgroi

From: Brian Hager <bhager@tcsd.org>
Sent: Thursday, December 01, 2022 2:04 PM
To: Robb Sgroi
Subject: Ag designation/conservation

Hi Robb,

I'm reaching out to you all at the TCD to see if you might be able to help and shed some light on a unique problem that I've been having with the local assessor.

Upon our purchase of the 1200 Munger Mountain rd. property, my family quickly brought our agricultural designs to life. We built a large outdoor garden, hoophouse, built orchards, and began raising poultry, goats, and pork. I applied for the Agricultural property tax designation through our County assessor, and because of the sale of our pigs to friends and neighbors we were able to get it. After doing the pork and goats for a year, I realized that the soil and forage base of this land is too fragile for hooved animals even with frequent movement and rotation.

We now raise pastured poultry, and I'm working to develop a strong forage base and soil lens before we reintroduce hooved animals in the future. Unfortunately, Wyoming does not recognize poultry as livestock, and as a result we lost our Agricultural designation. Nobody seems to know how to "account" for pastured poultry, since there isn't a convenient A.U.M. (animal use month) for them like there is for all 4 legged animals.

While we understand the rationale for the county and state cracking down on some landowners who take advantage of this loophole to save money on their second/third homes, it also seems that the only style of agriculture that Wyoming will recognize is that of industrial scale agriculture or traditional ranching practices that are at odds with almost every measure of soil conservation/regeneration and water issues.

There is however a line in the assessors playlist that states that a landowner who is participating in a "bonafide conservation program" can receive the Ag exemption even though they are not meeting the minimum revenue numbers from the sale of State approved agricultural products. I really think that this could be the pathway to allow small producers like ourselves a way to employ regenerative Ag practices without the monetary penalization that exists under the current system. We are proud recipients of the PIC grant from last year to assist us in doing just that.....and are wondering if the TCD would be able to help us by writing a letter to the County Assessor and perhaps even the folks in Cheyenne, that describes the nature of this conservation program and the ways that it fits in with our community values of soil and water health, as well as local agricultural production.

While it seems a bit like running head first into a brick wall of Wyoming bureaucracy, I do have hope that this particular situation could create a small enough crack in the wall to create a pathway for regenerative practices to be honored for the positive and lasting impact they have on our resource base.

Thanks for your time and for all that you do,

Brian Hager

**TETON CONSERVATION DISTRICT / BLUE MOUNTAIN BENCH
SMALL WATER PROJECT PROGRAM AGREEMENT
PROJECT NO. 2022-02**

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 Blue Mountain Bench LLC, (the “Landowner”) West Blue Mountain Road, Wilson, Wyoming. The purpose of this Agreement is to set forth the District’s and the Landowner’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 Landowner 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 Landowner has applied to the District for funding for a Small Water Project Program project (the “Project”) on land located at Lot 13, Blue Mountain Bench Master Plat, PIDN 22-41-17-15-3-03-006, Teton County, Wyoming; and

WHEREAS the infrastructure that is the subject of the Project is owned by __Blue Mountain Bench LLC__ (the “Infrastructure Owner,” as further defined in Paragraph 3 (f) below), and the Infrastructure Owner has granted permission for the Landowner to undertake and complete the Project; and

WHEREAS the title of the Project is Blue Mountain Bench Fire Suppression Water Cistern Project, Project Number: __2022-02__; 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 September 21, 2022 through October 01, 2024 (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 Landowner a maximum of \$35,000, 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 Landowner with District funding of \$5,000.00, or 10% of actual costs, whichever is less.
- c. Payment of funds from the District to the Landowner 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 Landowner 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 Landowner 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, Landowner shall provide the District with the following items:
 - i. A final inspection and certification of completion by Landowner'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 Landowner. Landowner agrees to:
- a. Use grant funds only for the activities specified in this Agreement. No other use is authorized.
 - b. If applicable, provide a copy of the agreement between the Infrastructure Owner and the Landowner demonstrating that 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 Landowner shall not initiate implementation of or commence construction on the Project prior to receipt of the written approval of the District.
 - f. The Landowner shall complete the Project no later than __October 01, 2024__ and shall have submitted its request for all funds for which it is requesting reimbursement by this date. No funds will be paid by the District for expenditures made after the end-date specified, and the Landowner shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
 - g. The Landowner 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.
 - h. The Landowner shall maintain adequate accounting records that properly disclose the source and application of grant funds for the Project. The District and its representatives shall have access to any books, documents, papers, and records of the Landowner related to this Agreement or the Project for the term of this Agreement. The Landowner shall retain said records for a period of five (5) years from the termination date of this Agreement.
 - i. In the event of any dispute between the District and the Commission, the Landowner 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 Landowner per the terms of this Agreement and the Commission Agreement; and
 - c. Review materials, permits, documents, and other materials submitted to it by the Landowner in a timely manner.
5. Refund of Funds. Any unused portion of funds will be returned from the Landowner to the District no later than ninety (90) days after this Agreement expires or the project is complete, whichever is earlier. In addition, the Landowner specifically agrees that in the event it fails to complete the Project under the terms of this Agreement, the Landowner 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 Landowner 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 Landowner shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Landowner's failure to comply with state, local or federal requirements. The District shall notify the Landowner of any state, local, or federal determination of noncompliance.
- f. 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 Landowner 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.
- g. 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 Landowner, 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.
- h. 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.

- i. Indemnification. The Landowner 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 Landowner's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of the Landowner's duties or obligations.
- j. Independent Contractor. The Landowner 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 Landowner 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.
- k. 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

Landowner
Blue Mountain Bench LLC
PO Box 517

Wilson, WY 83014

- l. 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.
- m. 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.
- n. Termination of Agreement. In the event the Landowner 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 the Landowner with thirty (30) days written notice of its intent to terminate and provide the Landowner with the opportunity to cure its deficient performance during this time period. Whether the Landowner successfully cures its failure to perform within this thirty (30) day period shall be at the sole discretion of the District. Should the Landowner 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 Landowner 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.
- o. 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.

- p. 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 Landowner.
- q. Entirety of Agreement. This Agreement, consisting of nine (9) pages, and Exhibit A, Commission Agreement, consisting of seven (7) pages, and Exhibit B, Project Application, consisting of eight (8) 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.
- r. 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

 Roby Hurley
 Chair, Board of Supervisors
 Teton Conservation District

Date: _____

LANDOWNER

 Kendyee Morgan
 for Blue Mountain Bench LLC
 (I am coowner with my 4 sisters)
 Date: 12/12/2022
 Agreement between Teton Conservation District and Blue Mountain Bench LLC
 Implementing a Wyoming Small Water Project Program Project
 Project No. 2022-02
 Page 9 of 9

Form 9-1366
(May 2018)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

**Customer No: 600000863
Agreement No: 23REJFACO 041
Project No: RE009Y6
TIN #: 830247879**

Fixed Cost
Agreement

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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THIS AGREEMENT is entered into as of the **1st of January, 2023** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **Teton Conservation District**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations, **annual snow chemistry monitoring**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of **\$0.00**.
 - (a) **\$4,600** by the party of the first part during the period **January 1, 2023 to December 31, 2023**
 - (b) **\$4,600** by the party of the second part during the period **January 1, 2023 to December 31, 2023**
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

\$0 Description of USGS regional/national program: **NA**
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).
9. Billing for this agreement will be rendered **annually in September 2023**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

Form 9-1366
(May 2018)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

**Customer No: 600000863
Agreement No: 23REJFACO 041
Project No: RE009Y6
TIN #: 830247879**
Fixed Cost Agreement Yes No

USGS Technical Point of Contact
Name: Colin Penn
Title: Hydrologist
Address: Denver Federal Center, PO Box 25046, MS415
City/State/Zip: Denver, CO 80225
Telephone: 303-236-6952
Fax: 303-236-4912
Email: cpenn@usgs.gov

Customer Technical Point of Contact
Name: Robb Sgroi
Title: Teton Conservation District
Address: PO Box 1070
City/State/Zip: Jackson, WY 83001
Telephone: 307-733-2110
Fax:
Email: robb@tetonconservation.org

USGS Billing Point of Contact
Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, PO Box 25046, MS415
City/State/Zip: Denver, CO 80225
Telephone: 303-236-1450
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact
Name: Emily Hagedorn-Wegher
Title: Teton Conservation District
Address: PO Box 1070
City/State/Zip: Jackson, WY 83001
Telephone: 307-733-2110
Fax:
Email: info@tetonconservation.org

U.S. Geological Survey
United States
Department of Interior

Teton Conservation District

SIGNATURE

SIGNATURES

By: _____ Date: _____
Name: Ken Leib
Title: Associate Director for Hydrologic Studies, CWSC/USGS

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:



MEMORANDUM

TO: Board of Supervisors, Carlin Girard, File
FROM: Robert Sgroi
DATE: January 06, 2023
SUBJECT: Wildfire Risk Reduction Program, Guidelines to externally produce and compensate for Wildfire Risk Overviews (WRO)

Intent:

Develop guidelines for TCD staff to request a qualified service provider to produce Wildfire Risk Overviews, and for the service provider to be compensated for that work.

Background:

TCD awarded contracts in 2017, 2018, 2019, 2020 to service providers to expand our capacity in producing WROs. The contracts moderately increased capacity to produce WROs, while also creating an administrative workload. These guidelines present a different approach to further expand capacity while reducing administrative workload.

Budget:

The source of funds to pay a service provider to produce a WRO is the Fiscal Year 2023 budget line item 'Contracted Wildfire Risk Overviews', that has a description in the notes column reading "Reimbursement for 25 overviews @ \$300 each".

Process:

1. Landowner submits a request for a Wildfire Risk Overview (WRO) to TCD
2. TCD communicates to the landowner that a service provider will conduct the WRO
3. TCD solicits voluntary completion of the WRO from a service provider. Service provider information will be maintained on a list, and solicitation will move alphabetically through the list.
4. Service provider completes the WRO to the Work Product Standards (below) and submits the written WRO and an invoice to TCD
5. TCD reviews the written WRO and upon acceptance, payment is made to service provider. Payment matches direct costs, and is not to exceed \$300 per WRO.
6. TCD provides the written WRO to the landowner

Service Provider Required Qualifications:

- Service provider must have completed the National Fire Protection Association's course titled 'Assessing Structure Ignition Potential from Wildfire', or 'Assessing Wildfire Hazards in the Home Ignition Zone', or comparable course approved by TCD
- Additionally, service provider must meet one of the following: 1) degree in forestry, fire science, or similar disciplinary area, 2) be a current paid or volunteer professional firefighter, or 3) be a Certified Wildfire Mitigation Specialist through the National Fire Protection Association
- Service provider's qualifications must be preapproved in writing, by TCD, ahead of engaging in a project

Work Product Standards:

Work products produced by service providers must be developed using the current version of the digital form utilized by TCD staff to produce WROs.

TCD currently uses a digital form and printable reports through AgTerra software. Other software, such as ESRI, can use the same form to produce a comparable report, and is acceptable. The final product shall be a pdf document.

Outreach:

TCD will inform candidate service providers of this opportunity utilizing two methods: 1) TCD will place a notice on our website, in the 'Employment & Bid Opportunities' section, and 2) TCD will conduct direct outreach to previous service providers and known qualified entities and people.

Morgan Graham, GIS & Wildlife Specialist

Action Items: None

Program Area: Vegetation

Jackson Hole Public Art: Carrie Geraci, Director of Jackson Hole Public Art (JHPA) has submitted a line-item request for a Community Native Plant and Pollinator Garden. JHPA wants to create a public-facing garden that emphasizes the use of native plants and pollinator habitat as a means of reducing water consumption and other natural resource impacts. They have received support from Teton County Weed and Pest (see Supplemental Materials).

Suggested Motion: *Move to award \$10,000 from the Fiscal Year 2023 Vegetation Program, Native Plant Cost-Share line item to Jackson Hole Public Art in support of a Community Native Plant and Pollinator Garden.*

Information Items:

Program Area: Administration

- **Leave:** I was out of the office from 12/22/22 – 1/2/22.

Program Area: Vegetation

- **Native Plant Pocket Guide:** Hard copies of the revision were delivered in late December.
- **Wyoming Game and Fish:** I assisted Wyoming Game and Fish Department with plant inventory and recommendations at their North Cache Street Office. They are working with Town of Jackson to establish a visual screen of new construction south of their existing shop space.
- **Terrestrial Invasives:** I'm working with members of Bridger-Teton National Forest and Teton County Weed and Pest to plan an Interagency Invasives Summit in March 2023.

Program Area: Geographic Information Systems/Information Technology

- **Winter Wildlife Closures:** The [Winter Wildlife Closures](#) page of the TCD website has received significant interest over the past month. This spike followed mentions across various media outlets. Jackson Hole Conservation Alliance and Jackson Hole Wildlife Foundation each highlighted our Interagency Wildlife Closure Map at respective events. I assisted the Teton Bighorn Sheep Working Group by converting voluntary closures into a format compatible with mobile devices. OnX Maps expressed renewed interest in including the TCD data across their mobile app platforms.

Program Area: Wildlife

- **United States Geological Survey:** I received authorship for contributions to [Ungulate Migrations of the Western United States, Volume 3](#), published by the United States Geological Survey on 12/15/22.
- **Wildlife Levee Ramps:** I delivered relevant spatial data and maps to help obtain quotes for permitting additional Snake River Levee Wildlife Ramps.
- **Adopt-a-Trout:** I co-led a “Map Your Trout” lesson with Leslie Steen of Jackson Hole Trout Unlimited for 10 classes of 7th-graders at Jackson Hole Middle School. The lesson introduced the concept of map projections and guided students through the skill of plotting coordinates on a measured grid.



**Teton
Conservation
District
Est. 1946**

Teton Conservation District Grant Application 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.*

June 1, 2023

February 1, 2024

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. Please summarize your project in one to two sentences.

2. Provide a project overview and describe the overarching goals of your project.

3. Please list (in numbered form) and describe the project deliverables that will be accomplished within the proposed grant time frame. 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.

4. 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.

5. Please consider or describe any opportunities for energy conservation while implementing this project.

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

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

8. Additional information (Optional, 100 words max). 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 and signing below, I certify the following:

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.

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.

I understand that if grant funds are awarded, 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 understand that if grant funds are awarded, further stipulations may be identified in the TCD Award Letter and must be adhered to in order to receive funding.

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

1. **Grant Application Cover Page & Narrative:** *Required.*
2. **Application Budget:** *Required.*
3. **Landowner Letter of Authorization:** *Required only if your project is taking place on private land and the landowner is not the applicant. If this applies to your project, 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.

Signature:

Date:

Teton Conservation District (TCD) Grant Application Budget

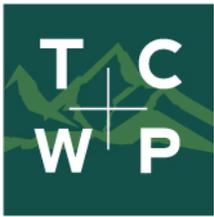
Applicant Entity: **Jackson Hole Public Art**

Date: **6-Jan-23**

Project Name: **Community Native Plant & Pollinator Garden**

Application ID: **FY23_VEG_001**

Project Deliverables	Requested TCD Grant Funds (\$)	JHPA Match + Conservation Partners	Business Sponsors (Northworks Arch.)	Total
Garden Materials (build, plants, seeds, seating, signs)	\$ 10,000.00	\$ 11,000.00		\$ 21,000.00
Installation (earth moving, water supply)			\$ 3,000.00	\$ 3,000.00
Marketing/Outreach: newspaper ads, social media promotion, photography, video		\$ 5,000.00		\$ 5,000.00
JHPA Staff Time	\$ -	\$ 5,000.00		\$ 5,000.00
TOTAL	\$ 10,000.00	\$ 21,000.00	\$ 3,000.00	\$ 34,000.00



TETON COUNTY WEED & PEST CONTROL DISTRICT

7575 SOUTH HIGHWAY 89 JACKSON, WY 83001

☎ 307.733.8419

FAX 307.733.0983

www.TCWEED.ORG

January 6, 2023

Teton Conservation District
Staff and Board
420 West Pearl Street
Jackson, WY 83001

Dear Teton Conservation District,

I write in support of the JH Public Art native plant and pollinator garden they have proposed to you for funding. We have partnered with TCD for many years on native and invasive plant projects and this is a great project to compliment the work we have been doing. Native gardens boost the work we do, as native plants provide a control barrier to pests and use fewer resources to cultivate.

The project will involve the community in conceptualizing, building, and cultivating the native plant garden, and will bring educational moments to garden visitors as well as our local youth. Native plants, as you know, will require less herbicide and water use compared to lawns. By offering the garden as an interactive space, residents will be able to visualize native plants in their yards as well. We hope this carries over and they in turn will look to TCD and TCWP for more information on implementing their own projects.

We are partnering with JH Public Art on the community garden, providing input and financial support in the amount of \$5,000 and encourage you to consider their request. We are happy to work with you on all aspects of the project.

Kind regards,

A handwritten signature in blue ink that reads "Erika Edmiston". The signature is written in a cursive, flowing style.

Erika Edmiston

Emily Smith, Natural Resources Technician

Action Items: None

Information Items:

Program Area: Water Resources

- **Flat Creek Sampling Data:** I completed entering and scanning the data collected in Flat Creek during 2022. Once David and I conducted quality assurance/quality control on the data, it was appended to a database that contains the historical Flat Creek data. The 2021 data was also appended to the database following QA/QC.

Program Area: Vegetation

- **Neighborhood Road Corridor and Common Space Program:** The ArcGIS shapefile and GoogleEarth kmz file which illustrate the road corridors that have undergone wildfire risk reduction treatments through the Neighborhood Road Corridor and Common Space Program have been updated to include the completed 2022 projects.
- **Wildfire Risk Reduction Program (WRRP):** I worked with Robb to update the spreadsheet that tracks all properties participating in the WRRP. The spreadsheet includes project, financial and location data and illustrates the number of fully and partially completed projects and overviews each year from 2013 through to 2022. Financial information as well as contractor and landowner hours were also summarized. We created a spreadsheet to track the projects in the Neighborhood Road Corridor and Common Space Program. The spreadsheet summarizes the number of overviews and projects completed each year since 2018 and reimbursement information. The data was compiled into a yearend report (Supplemental Materials).



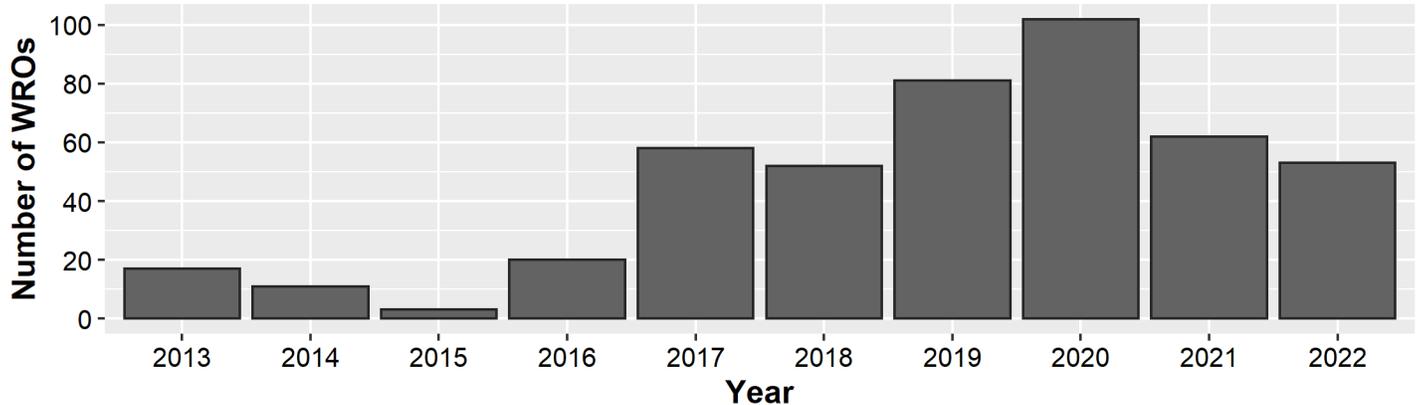
Wildfire Risk Reduction Program (WRRP)

This data summarizes WRRP results over ten years. Data types include landowner accomplishments, TCD staff and contractor workload, and financial inputs related to wildfire risk reduction tasks.

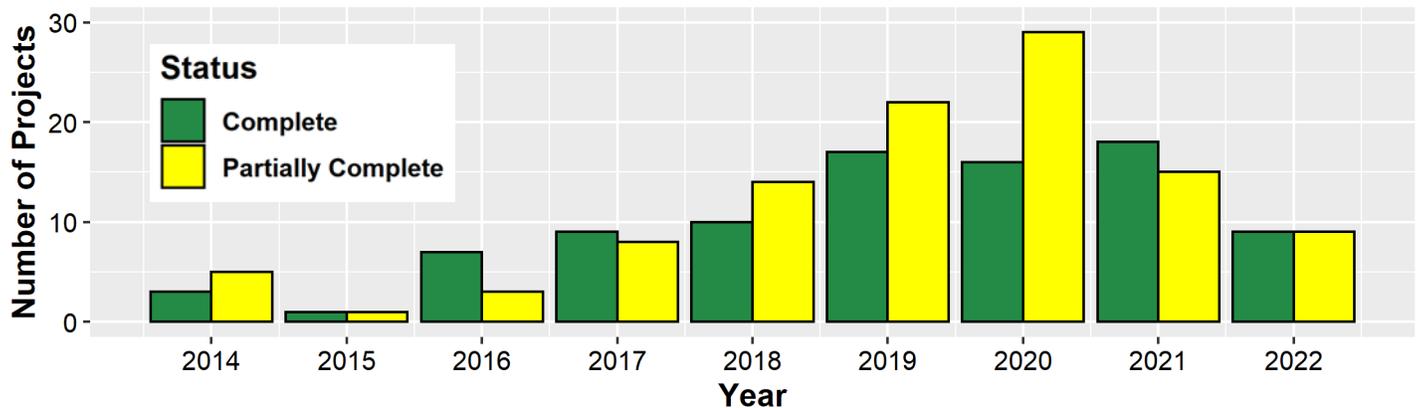
Note that landowners and industry are accomplishing additional similar work outside the scope of this program and its reporting. BTNF and GTNP are also accomplishing similar work at a larger scale.

The completion of the Wildfire Research (WiRe) project is helping sustain interest in this program.

Wildfire Risk Overviews (WRO) Completed Annually



Wildfire Risk Reduction Projects Completed

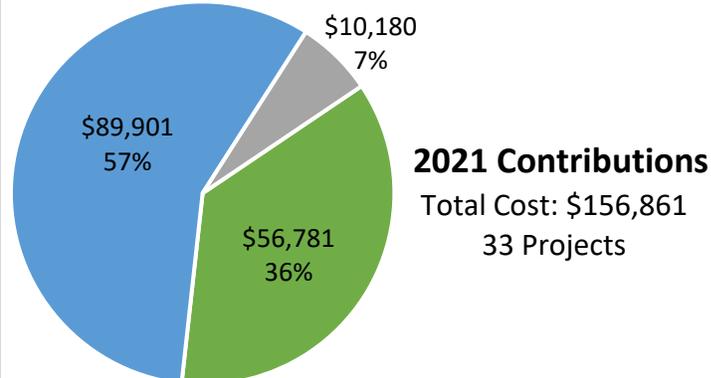
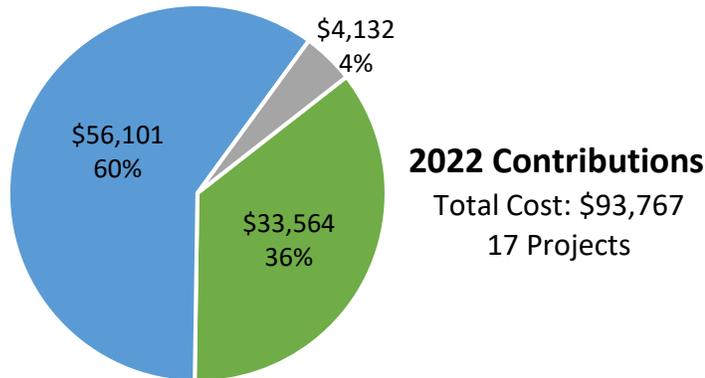
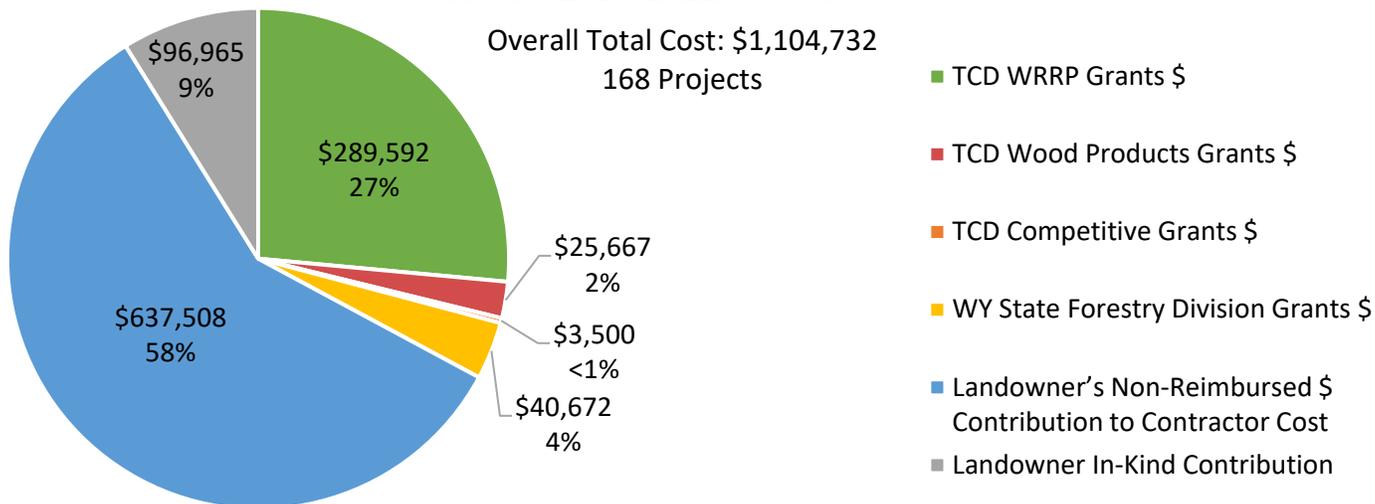


Year	WROs Completed	Wildfire Risk Reduction Projects Partially Completed	Wildfire Risk Reduction Projects Completed
2013	16	0	0
2014	10	5	3
2015	2	1	1
2016	19	3	7
2017	57	8	9
2018	51	14	10
2019	80	22	17
2020	101	29	16
2021	61	15	18
2022	52	9	9
Total	449	106	90



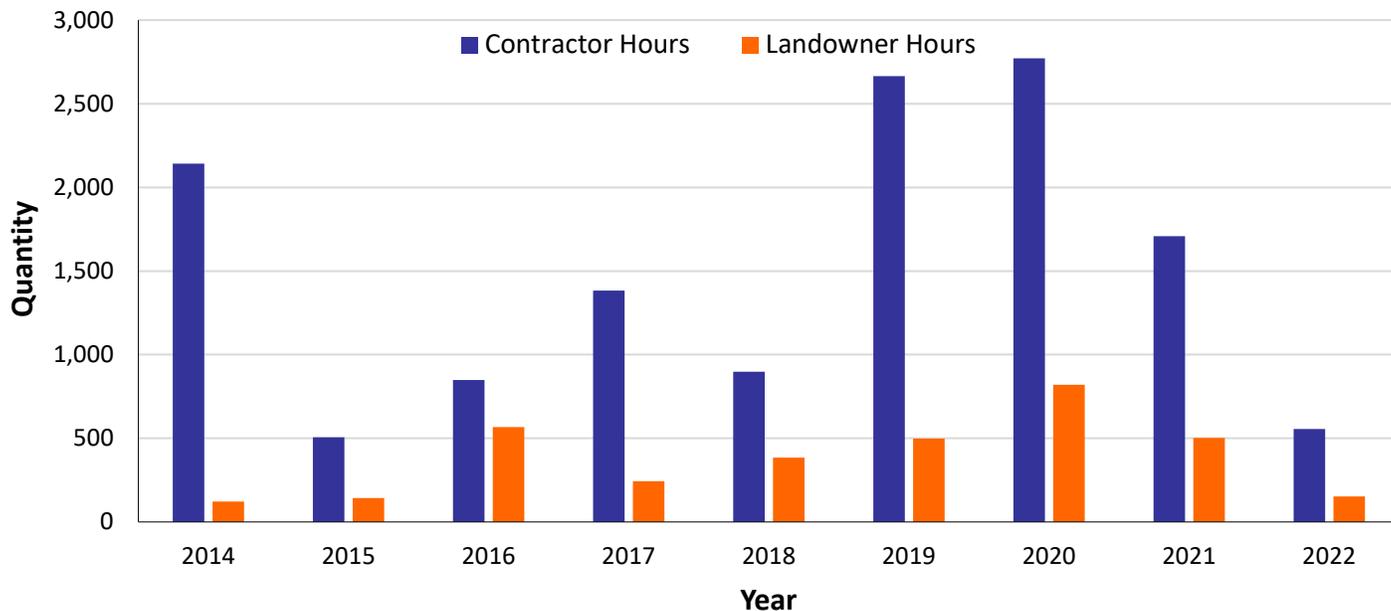
WRRP: 2014-2022 Contributions

Overall Total Cost: \$1,104,732
168 Projects



WRRP: 2014-2022 Project Hours

Overall Contractor Hours: 13,482 Overall Landowner Hours: 3,434
168 Projects

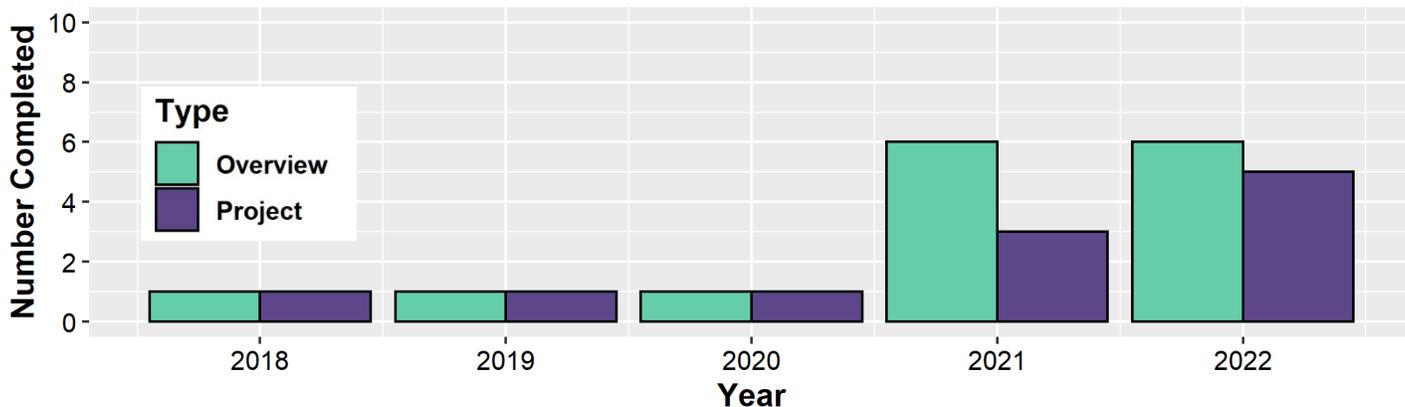




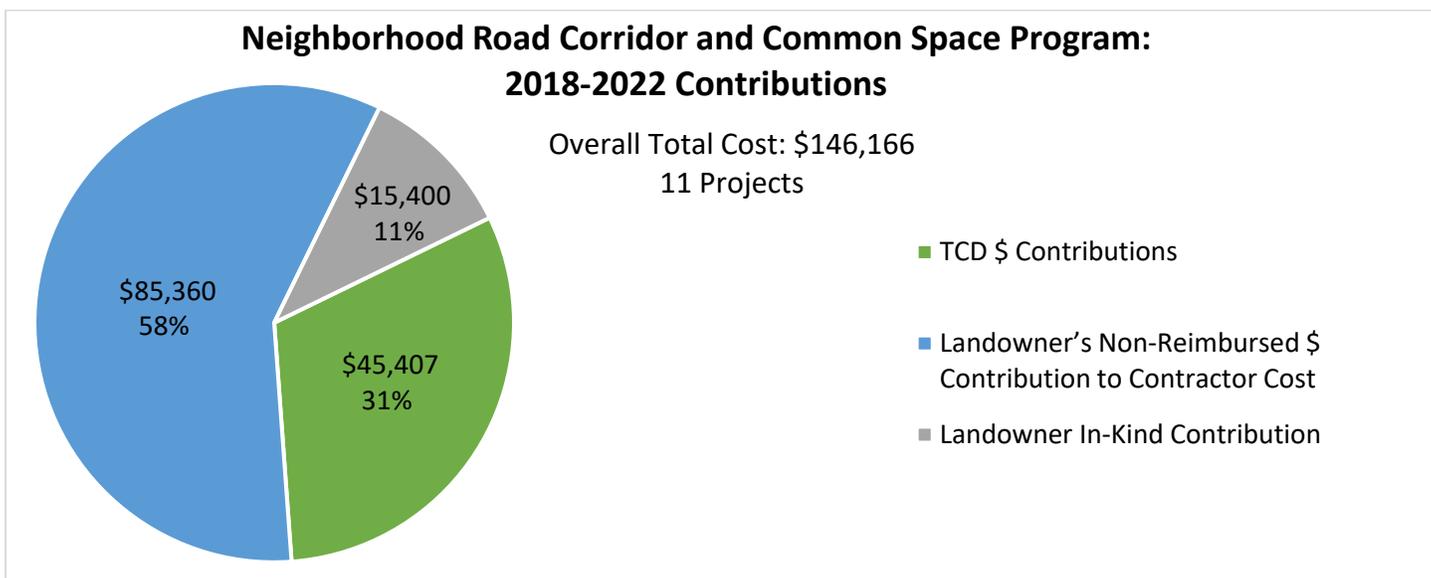
Neighborhood Road Corridor and Common Space Program

This grant program is a branch of the Wildfire Risk Reduction Program. It provides voluntary recommendations and cost share funds to projects that strategically reduce fuels in private road corridors and in common spaces. This work addresses a priority of improving the safety of evacuation routes. Teton County has many residential areas with limited redundancy of access, and higher risk conditions.

Overviews and Projects Completed Annually



Year	Neighborhood Overviews Completed	Neighborhood Wildfire Risk Reduction Projects Completed
2018	1	1
2019	1	1
2020	1	1
2021	6	3
2022	6	5
Total	15	11



David Lee, Water Resources Specialist

Action Items: None

Information Items:

Program Area: Water

- **Fish Creek Watershed Management Plan:** The deadline for the Fish Creek Watershed Plan Proposal submission was January 11th at 5:00pm. I will provide the number of proposals from consultants for this objective during this board meeting. TCD staff will perform an extensive review of each submission, work to develop a contract with a selected consultant, and bring that contract before the TCD board for review at the February board meeting.
- **Teton County Water Quality Master Plan:** Trihydro, the consultant responsible for the majority of the work to develop the Teton County Water Quality Master Plan, released a draft of their Vulnerability Analysis report to the project team. This report overviews the sensitivity of the aquifer to contamination, primarily from wastewater, based on hydrogeological characteristics and current human infrastructure. I provided review and submitted comments to Trihydro.
- **Water Quality Data entered in TCD database:** Emily and I performed quality assurance/quality control (QA/QC) on Flat Creek chemical data, suspended sediment and turbidity data, and well test kit data. These data have been approved and appended to the TCD water quality database.
- **USGS Proposed Scope of Work:** I attended a meeting with representatives from USGS to discuss potential additions to our current five-year streamgage agreement, as a result of discussions we have had with the new Snake River Headwaters group. The additions include continuous six-month water quality monitoring at the Snake River at Swinging Bridge, year-round monthly chemical grab sampling at the same location, and continuous turbidity on Flat Creek at High School Road. USGS will be able to provide monitoring services this fiscal year without providing matching funds, and next year with matching funds.
- **Septic Effluent Monitoring Project:** I have fielded numerous questions for further discussion on the results of the recently released Teton County Septic Effluent Monitoring Project from county staff and local engineering firms.
- ***E. coli* Monitoring in Flat Creek and Fish Creek:** I have met with partners to discuss the possibility of monitoring Flat Creek and Fish Creek for *E. coli* during the 2023 field season, including staff from Popo Agie Conservation District and Protect Our Water Jackson Hole.
- **Cache Creek redesign meeting, BTNF:** I attended a meeting with Bridger-Teton National Forest to discuss a preliminary re-design of the Cache Creek trailhead. I provided comments on restoring riparian vegetation to the streambank, utilizing and expanding existing areas for snow storage, and maximizing parking within the relatively small area.
- **Grand Teton National Park Five-Year Agreement:** Grand Teton National Park has submitted the five-year agreement to their administrative staff. Once it is approved by their staff, it will be ready for signature by the TCD Board Chair.

Phoebe Coburn, Communications Specialist

Action Items: None

Information Items:

Operations Area: Administration

- **Board Meetings Ads:** Our 2023 display ad of all meeting dates for the year was published in the JH News & Guide on January 4, 2023. Legal ads run the week before each meeting.
- **Board Packets:** Please advise me about your preferred route of packet delivery, digital or hardcopy; we can deliver hardcopies. Also, do you want hard copies of Partners in Conservation Grant Requests.

Operations Area: Grants

- **Partners in Conservation (PIC) Grants:** PIC grants are just around the corner! We will finalize the PIC presentation day at this board meeting (see proposed dates below in yellow). We've been advertising the grant cycle since mid-December in the JH News & Guide and on our website, newsletter, and social media. We also have 12 PIC grants from 2021-2022 with final reports expected by February 1, 2023.

2023 PIC Timeline

Wednesday, February 1, 2023	PIC grant applications are due by 5:00 p.m.
Friday, February 3, 2023	Staff PIC application reviews due to Carlin by 5:00 p.m.
Monday, February 6, 2023	Staff PIC application reviews finalized by Carlin by 5:00 p.m.
Tuesday, February 7, 2023	PIC application packet compiled and delivered to Board by 5:00 p.m.
Wednesday, February 8, 2023	February Board Packet delivered
Thursday, February 9, 2023 OR Friday, February 10, 2023	PIC Presentation Day
Wednesday, February 15, 2023	February Board Meeting - Final PIC Decisions

Operations Area: Communications

- **Mountain Neighbor Handbook (MNH):** We are nearly out of MNH copies. We are submitting an order to the printer for another 1000 copies. The majority of those will be paid for with TCD's remaining MNH budget but I am pursuing sponsors as well. I've also been working on an informal marketing plan for the MNH for the remainder of winter and spring 2023.
- **Social Media/Blog:** Recent posts have included the septic system effluent study completion (special thanks to David), a New Year's/Year in Review post, a clip of an old Morgan's Nature Notebook video (I only mention this because it had more than 3,000 views on Instagram, a record for us!), PIC grant promotion, and more.
- **Newsletter:** Our winter newsletter went out on January 11, 2023. Please subscribe and ask your friends to subscribe at www.tetonconservation.org/conservationcurrents

- **Wildlife Feeding Campaign:** Teton County recently completed the video for this project (funded in part by a PIC grant). Watch it on Teton County's YouTube channel: <https://www.youtube.com/watch?v=ISGYGs1TvoQ>. I have met twice with the group recently to discuss rollout strategy, which will begin next week. The video includes a link to the MNH at the end.
- **Teton Conservation Visionary Award:** Last year, the board awarded the Teton Conservation Visionary Award to Rob Dearing. If the board would like to continue the award program this year, here is the proposed structure:
 - **Nomination Process:** Candidate(s) are nominated internally by TCD board and staff. Submit candidate(s) to Carlin by March 1, 2023 with a short description of why you believe the candidate(s) should be considered, according to the criteria below. Award recipient(s) will be selected by the board at the March 15, 2023 board meeting. The board may select one or multiple recipients.
 - **Award Criteria:** This award is centered on TCD's Vision Statement: *Teton Conservation District envisions a forward-looking community practicing natural resource stewardship*. Who in our community is making that vision a reality? Who is changing the trajectory of conservation in the district? The board will select award recipient(s) based on these four criteria:
 1. Which TCD program area(s) is this applicant working to support?
 2. Is their work community-oriented?
 3. Is their work forward-looking? Are they a visionary?
 4. What is the magnitude of their impact?

Carlin Girard, Executive Director

Action Items:

Operations Area: Administration

Letters to Teton County and Town of Jackson: I have prepared one letter to Town of Jackson and one to Teton County in advance of their planning retreats. Both letters speak to existing and future natural resource partnerships and priorities and seek organizational alignment. The letters are correspondence from the TCD Board of Supervisors to the Town and County's respective Boards.

Suggested Motion: *Move to authorize the Board Chairman to sign the letters to Town of Jackson and Teton County pertaining to shared natural resource program priorities for 2023, contingent upon Supervisor input, and final review by the Board Chairman.*

Information Items:

Operations Area: Administration

- **Conservation District Supervisor Training:** The Wyoming Association of Conservation Districts has announced that February 21-23, 2023 will be the dates for the District Supervisor Training. In-person and remote options are available, and we will host the meeting at our office. I need to confirm that this training meets the new standards for Special District Board Members, now required by the State of Wyoming.
- **Memorandum of Agreement (MOA) Funding:** I am wondering if our current lack of reserve funds justifies an intentional cap or moderation of MOA funding.
- **Teton County Quarterly Meeting:** TCD staff meets quarterly with Teton County Public Works Department. David and I met with their staff in early January to discuss areas of overlap.

Operations Area: Communications

- **Grants:** I review each of the final reports from previous grant awards, which are now coming in prior to the February 1, 2023 final report deadline.

Program Area: Water

- **Flat Creek Watershed Improvement District (FCWID) Thaw Well Grant:** The last piece of the FCWID's grant application that needs to be completed is the Cost-Benefit Analysis. Because this is hypothetical, it will require a professional engineer and hydrologist to perform a flood analysis to show the potential financial impact if winter flooding was left unmitigated.
- **Water Quality Master Plan:** I reviewed the document summarizing the consultant's data gathering task and the associated annotated bibliography of existing, local water resources studies.



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Teton County Board of County Commissioners
PO Box 3594
Jackson, WY 83001

January 20, 2023

Dear Teton County Board of County Commissioners,

Happy New Year! In advance of your 2023 retreat, we prepared this letter with the hope of Teton Conservation District (TCD) and Teton County working to align our natural resource priorities. We also want to recognize increased implementation of your water and wildlife projects.

The Teton County Commissioners and staff have kept natural resources priorities at the forefront despite the grueling pace of the last few years. In code, board action, and public education, the County has focused their efforts on natural resources stewardship. The added resources that Chris Colligan brings to Water Quality Master Planning and Wildlife Crossings has been essential to carry these new programs forward. TCD's partnership with Teton County has been important to us due to the strong overlap in priorities like water, wastewater, and wildlife conflict. The ball is rolling on many of the County's natural resources efforts. TCD plans to continue to support these ongoing projects.

Water

In the years immediately in front of us, TCD encourages Teton County to continue to address wastewater contamination in groundwater through improvement of septic system function, expansion of sewer, and increasing levels of treatment at wastewater facilities. Due to the presence of human health concerns, TCD believes that funneling resources to southern Teton County and Hoback Junction remains of the highest importance. Whether that is supporting Special District administration or helping expand water and wastewater infrastructure on the ground, it is clear that the magnitude of this problem is too large for the citizens of Hoback to solve on their own.

Lastly, a formal process between the County, the Town, and other Sewer Districts is needed that identifies mutually agreed upon priority areas for sewer hookups. The sewer hookup process can and should be streamlined.

Vegetation

There are two vegetation-oriented projects that TCD is working towards that we want to highlight in this correspondence.

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

<i>420 W. Pearl Ave.</i>	<i>307/733-2110 P</i>
<i>P.O. Box 1070</i>	<i>307/733-8179 F</i>
<i>Jackson, Wyoming 83001</i>	<i>robby@tetonconservation.org</i>



The first is that TCD is ramping up community outreach regarding the use of native vegetation on private lands in Teton County. It is a goal of TCD to use native plant reclamation projects on private lands as a tool to offset loss of native vegetation and wildlife habitat due to development. TCD would be happy to partner with Teton County to further expand this priority wherever possible.

Second, TCD leveraged the County's 2022 aerial imagery collection to include acquisition of infrared imagery. This was specifically intended to capture an aerial imagery dataset capable of updating the Cogan Vegetation Classification map that is currently housed on the Teton County Mapserver and is now 10 years old. It is our hope that TCD can do the heavy lifting on this map update and provide a valuable product to the County. This, however, will require a small amount of staff time from the Planning Department to ensure the product meets the county needs.

TCD and Teton County have built a strong partnership and our familiarity and trust is being leveraged to benefit natural resources throughout the region. We look forward to building upon this bond in the coming years.

Please keep in touch.

Sincerely,

Roby Hurley
Board Chairman
Teton Conservation District

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

420 W. Pearl Ave.	307/733-2110 P
P.O. Box 1070	307/733-8179 F
Jackson, Wyoming 83001	robby@tetonconservation.org



Town of Jackson Mayor and Town Council
 PO Box 1687
 Jackson, WY 83001

January 20, 2023

Dear Town of Jackson Mayor and Town Council,

Happy New Year! We are writing this letter in advance of your 2023 retreat, with the hope of aligning natural resource priorities of Teton Conservation District (TCD) and Town of Jackson. We realize that natural resource stewardship is a task that takes work to accomplish, and our continued partnership elevates our shared capacity to accomplish our community vision.

Before we look forward, we congratulate you for hiring Tanya Anderson, and for the thoughtful role she is now playing throughout our community. Also, the Town's commitment to water resources stewardship has been evident in its recent actions on winter flooding, stormwater, wastewater, and drinking water. The update to the trashcan and wildlife feeding regulations are further examples of the Town's increasing engagement on important natural resource issues. We believe that prioritizing natural resource conservation accurately reflects the will of your constituents.

Town Sewer Connections

TCD supports the current trajectory that the Town is taking on water resource conservation. We also encourage the Town to be open to further streamlining hookup to the Town's sewer outside of the Town's boundary. This supports TCD and Teton County as we continue to address groundwater contamination from septic systems in the county.

Development Along Flat Creek

We hope we can continue to work closely with Town staff on management of development adjacent to Flat Creek, especially with regard to historical degradation. Many opportunities exist to reduce hardened and developed areas near streams and move snow and trash storage away from surface waters. We are here to help.

Karns Meadow

The future of Karns Meadow is perhaps the most significant unknown and potential opportunity to protect riparian habitat in town, especially given its wildlife value. TCD appreciates the importance of governmental follow-through in public-private partnership and how this relates to Karns Meadow and the family it is named after. Being mindful of both prior commitments and the area's critical habitat value is essential. But the plan for Karns Meadow also needs to

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consider the surrounding properties, streets, bridges and pathways, to assure human and wildlife uses remain compatible.

The long-term vision for Karns Meadow has been disjointed, with many different interests pushing and pulling the future of this open space towards their desired use. But in the interim, Karns Meadow has prospered without developed use, and is perhaps in the best ecological condition it has been for 100 years. Ask this simple question as you proceed with Karns Meadow Planning and development of adjacent land: Does the plan/action retain a trajectory where ecological function of Karns Meadow can continue to increase? If it doesn't, please adjust the plan so that it can. This does not preclude human use.

Cache Creek

And, let us not forget about Cache Creek. While opportunities to bring Cache Creek back to the surface along its historical flow route are non-existent, Cache Creek can see daylight again. TCD has been evaluating an alternative flow route through May Park that has great potential. It won't be soon, and it won't be easy, but it can be done.

The Town of Jackson, its staff, its elected officials, and its residents continue to work towards a common goal of natural resource stewardship.

Please keep in touch.

Sincerely,

Roby Hurley
Board Chairman
Teton Conservation District

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