



**Teton
Conservation
District
Est. 1946**

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Teton Conservation District (TCD) June 2021 Board Meeting
July 21, 2021 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/89897605539>

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: 846 1709 0292

MEETING MEMBERS:

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

TCD Associate Board Members: Tom Breen, Elizabeth Barczynski, and Bob Weiss

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

Partners and Guests: Luther Propst (Teton County Commissioner), Adam Clark (Natural Resource Conservation Service), Mary Moore & Todd Styles (Bridger-Teton National Forest)

AGENDA:

Agency Reports, Guests, and Public Comment	20 minutes
Luther Propst (Teton County Commissioner)	
Adam Clark (Natural Resource Conservation Service)	
Mary Moore (Bridger-Teton National Forest)	
Minutes and Treasurer's Report	10 minutes
Board Reports	10 minutes
Staff Reports and Action Items	60 minutes
Small Water Project Program Agreements	
USGS Flat Creek Sediment Study Funding	
Voices JH Partnership	
COVID Benefit Carry Over	
FCWID Board Appointment	
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) June 2021 Board Meeting Minutes
June 16, 2021 | 420 W. Pearl Ave., Jackson, WY

Attendees:

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

TCD Associate Board Members: Bob Weiss

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

Guests: Adam Clark* (Natural Resources Conservation Service), Luther Propst* (Teton County Board of County Commissioners), Renee Seidler* (Jackson Hole Wildlife Foundation)

**Online Participant*

Call to Order: Steve called the meeting to order at 1:07 p.m.

Guest Reports and Public Comment:

Luther Propst, Teton County Board of County Commissioners (TCBCC): 1) Luther summarized aspects of the proposed FY 2022 Teton County budget, scheduled to be approved on June 29, 2021. Items discussed included the wildfire risk reduction position and resource management, which may be partially funded by TCD, and improvements at the Wilson boat launch area. TCBCC chose not to hire a water quality expert, however they intend to hire a project manager position under the Public Works Department who can work on water quality along with other projects such as roads and pathways. 2) Wildfire season is coming up; wildfire danger is high. 3) Interagency breakfast meetings will be held in-person starting June 22, 2021. 4) Roby asked about a recent article in the Jackson Hole News & Guide regarding county spending, specifically that \$500,000 was dedicated to water quality planning in the FY 2022 draft budget. Luther offered clarification that funds did not include funding for a water quality position. Luther also offered context on POWJH's match for wastewater quality planning position. 5) There was a follow-up discussion on the letter submitted by the TCD board to TCBCC requesting that the county dedicate staff time to lidar use rules or guidelines. Luther requested that TCD request a workshop to improve TCBCC's understanding of lidar and the request.

Adam Clark, Natural Resources Conservation Service (NRCS): 1) Janessa Julson is temporarily leading the NRCS Pinedale office. 2) Adam visited some sites in the Hoback area; landowners are concerned about drought, with some water shortages on the Porcupine Plateau. Every county in Wyoming except Teton and Lincoln counties are in a designated drought. 3) Applications are being accepted for the Conservation Stewardship Program (CSP), a NRCS grant program for landowners implementing conservation projects.

Board Reports: 1) Roby suggested a Town of Jackson liaison join TCD board meetings. 2) Bob Weiss talked about his experience driving the Chevy Bolt electric car that was offered for test driving by Lower Valley Energy and Energy Conservation Works, and funded by TCD.

FY 2022 Budget Hearing: Steve called the FY 2022 Budget Hearing to order at 1:33 p.m. Roby informed the board that the Town of Jackson's ecosystem stewardship position is expected to be fully funded by the town; additional TCD funding is not needed. Emily distributed hardcopies of

the final draft budget, which included an updated estimate of Carryover Funds and Partnering Funds. Under the Water Program budget, \$190K was added to the “Town-Cnty Water Programs” line item for Town-County Waste & Stormwater Planning(\$115K) and the Berger Lane Thaw Well(\$75K). Dave clarified that TCD funding is generally dedicated to infrastructure projects, but thought a funding option for county water quality staff should be retained. Roby was not in favor of providing funding for either town or county water quality staff. There was discussion on rising property taxes and projected FY 21 mill levy amount compared to actual. Dave suggested dropping the mill levy from 0.85 to .8. Dave expressed concerns about the Operating Reserves Account balance. **Nate moved to close the Public Budget Hearing at 2:15. Dave seconded. The motion carried unanimously.**

Board Reports (cont.): 1) Roby participated in a Trout Unlimited streambank restoration project on Swift Creek in Lincoln County. 2) Dave, Tom, Roby, and Luther visited a low-nitrogen supplemental treatment septic system in Wilson. Final data on efficacy is pending. 3) Roby and Tom met with the Teton County Planning Department to review comments on the final draft of the wildlife-friendly fencing regulations. They discussed the state vs. county definition of agriculture. Roby reported this is the beginning of Natural Resource Protection Land Development Regulations updates.

May 19, 2021 Meeting Minutes: Dave moved to approve the May 19, 2021 Board Meeting Minutes. Nate seconded. The motion carried unanimously.

May 2021 Treasurer’s Report: Dave reviewed the May 2021 Treasurer’s Report.

- Checks numbering 19982-20029 dated May 1-31, 2021: \$216,302.97
- Credit card charges: \$2,463.33
- Net credits for the month: \$183,196.47
- Operating Reserves Account Balance: \$501,079.65
- Committed Funds Savings Account: \$517,988.94
- Reconciled General Fund Checking Balance: \$735,483.07

Dave asked why the disbursement for the Jensen Canyon Project was not shown in the report. Emily Hagedorn-Wegher relayed that the funds were not transferred from the Committed Funds account during the May 2021 reporting period. **Nate moved to approve the May 2021 Treasurer’s Report. Roby seconded. The motion carried unanimously.**

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

Emily Hagedorn-Wegher (Administrative Manager): Dave moved to approve the TCD FY 2022 Fiscal Year Budget with the changes discussed at the Public Hearing, including reducing the mill levy request to .8 mill request, and authorize the mill levy request letter to be sent to the Teton County Treasurer reflecting this change. Nate seconded. Roby said he was fine with the reduction in the mill levy, but indicated he still did not want to leave the funding available to the County because he didn’t feel it would be acted upon this year. Roby proposed moving the \$60,000 dedicated to Teton County to Partnering funds so it is available for other projects. The board agreed with Roby’s change. Roby proposed adding specificity to the line-item titled “Town of Jackson” under Planning & Development. The board agreed with Roby’s change. **The motion passed unanimously.**

Information Items: Roby will not be able to attend the July 2021 meeting.

Robb Sgroi (Land Resources Specialist): Information Items: 1) Robb reported that there are reports of Douglas firs with browning needles in Snake River Canyon and other locations. Robb suspects it could be foliage disease. Robb said more diagnosis work needs to be done before determining the cause. 2) Robb said above normal fire behavior is expected earlier in the season than normal. There are concerns about evacuation safety with road congestion. 3) There are many requests for wildlife risk reduction services; Robb is working with targeted areas. 4) Robb discussed the University of Wyoming Haub School students' report on local agriculture in Teton County and surrounding region. One of the students is going to continue work on exploring opportunities to modify building codes, specifically seasonal high tunnels. 5) Roby said he was available to provide a review for a Commercial Use Permit for a cidery to the county.

Morgan Graham (GIS & Wildlife Specialist): Morgan presented two action items for event sponsorships: **1) Wyoming Wildlife Society Annual meeting: Nate moved to allocate \$1,000 from the Communications Program Area, Events line-item of the FY 2022 TCD budget towards sponsorship of WY-TWS 2021 Annual Meeting. Dave second. The motion passed unanimously.** **2) Aspen Days Event: Nate moved to allocate \$500 from the Communications Program Area, Events line-item of the FY 2022 TCD budget towards sponsorship of the Wyoming Game and Fish Department's 2021 Aspen Days event. Dave seconded. The motion passed unanimously.** Morgan said a public talk in the Town of Jackson may be included as part of the Aspen's Day event.

Information Items: Morgan discussed strategies for presenting lidar information and associated request for staff time to the Teton County Board of County Commissioners at a future workshop.

Carlin Girard (Water Resources Specialist & Associate Director): Carlin introduced an action item regarding Teton County's update to their small wastewater facility regulations. Steve caught a typo; he will follow up with Carlin. Steve is not comfortable with the wording in point number three of the letter. **Roby moved to approve the Board Chair to sign the comment letter, including final edits by the Board Chair, pertaining to Teton County's draft Small Wastewater Facility regulations. Dave seconded.** Nate asked for clarification on the content of the letter regarding the existing setback. Steve recommended that language be added to the letter specifying site conditions. Carlin suggesting changing the wording to "waterbody setback" rather than "setback." The board and staff agreed. **The motion passed unanimously.**

Information Items: 1) Carlin provided updated stream gage plots to the board. Carlin expressed concern for the water year considering it is only mid-June and he suspects some tributary streams could run dry. Flagg Ranch and the Gros Ventre River are quickly approaching minimum flows ever recorded. Soil conditions are the driest they have been in 10 years. Carlin noted that a reservoir below the Wood River in Idaho is dry and water has been shut off to irrigators—months earlier than normal. Carlin reported he's gotten a lot of calls about blue-green algae concerns, though Carlin has not seen any himself. Lack of dilution contributing to algae growth was discussed. Carlin said partly due to American Falls dam construction, more water will be drawn from Jackson Lake later in the season than usual. Adam said he has received phone calls

regarding wells and springs going dry that have never gone dry before. Dave asked about opportunities to sample groundwater wells, especially in areas such as Ditch Creek, South Park, and other areas with slow recharge. Carlin said the groundwater monitoring array is mostly on the West Bank, however he has been exploring monitoring a selection of municipal and existing wells this year. Nate asked if Carlin could run an analysis to compare 2010 to current data. 2) A West Bank landowner is interested in conducting some surface water monitoring on his property in the context of application of biosolids. 3) Carlin reported that the Teton County Health Department posted *E. coli* warning signs regarding recreational full body contact exceedances.

Emily Smith (Natural Resources Technician): Information Items: 1) Emily reported on the Vegetation GIS (VGS) software training and range data entry.

Phoebe Coburn (Communications Specialist): Phoebe introduced an action item regarding a reallocation of matching grant funds. **Nate moved to approve a reallocation of matching grant funds for the FY21 PIC Grant titled “Don’t Feed the Wildlife Public Awareness Campaign” to allow for up to \$1,250 to be reallocated from brochures to advertising. Dave seconded. The motion carried unanimously.**

Information Items: 1) The board watched the new “What is Teton Conservation District?” whiteboard video, which board and staff are excited to use as an outreach tool. 2) There was brief discussion on progress of the Good Resident Handbook Project.

Tom Segerstrom (Executive Director): [An action item, Environmental Stewardship Position, was handled during the Budget hearing and reviewed above.]
The board discussed the Wyoming Association of Conservation Districts (WACD) Legal Fund. There was discussion on the communication Tom received from WACD that they would envision using the funds for legal actions associated with Waters of the United States (WOTUS) management. Dave offered support for making a contribution. There was also discussion on other reasons, such as a Public Information Request, that the fund may be accessed. **Dave moved to contribute \$5,000 to the Legal fund out of FY 22. Nate seconded. The motion passed unanimously.**

Adjournment: Dave moved to adjourn the meeting at 3:50 p.m. Roby seconded. The motion passed unanimously.

Submitted by: _____
Phoebe Coburn Date

Supervisor: _____
Date

Supervisor: _____
Date

Supervisor: _____
Date

Teton Conservation District - Monthly Treasurer's Report

June 30, 2021

Debits for the month:		Jensen Canyon Project
<u>Checks written between</u>		
June 1 and 30, 2021		\$201,014.66
June credit card charges of		\$3,964.28

Credits for the month:		
<u>regular income sources</u>		
Mill Levy from Teton County		\$253,305.01
General Fund Checking Interest from Wells Fargo Bank		\$8.87
Committed Funds Savings Interest - Wells Fargo Bank		\$2.84
Operating Reserve Account Income from First Interstate		\$4.53
Well Test Kit Sales (20 sales)		\$1,001.20
<u>other income sources</u>		
Friends of Fish Creek - Septic Effluent Proj. Reimb.		\$18,000.00
Flat Creek Watershed Improvement Dist. - MoA Reimb.		\$4,000.00
Grant Teton National Park - Gaging Station Reimb.		\$18,350.00
Total Credits for June		\$294,672.45

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	\$1,084.18	0.55%	\$501,084.18
total	\$500,000.00		total	\$501,084.18
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$517,988.94
Transfers in or out	Transfer Committed Funds In			\$0.00
	Transfer Committed Funds Out			\$517,988.94
Interest Income, prev\$+new%			0.03%	\$2.84
			total	\$2.84
Total Funds in Investments				\$501,087.02

Ending Summary and Following Month's Information to Date		as of 6/30/21
General Fund Checking Account Balance	0.01%	\$1,823,365.36
Outstanding Checks		\$150,442.04
Reconcilled QuickBooks Balance		\$1,672,923.32
Mill Levy to be collected in July		TBD
Checks written so far for the month of July		\$0.00

Addition to the Treasurer's Report:		FY21 Spent to Date & Income		6/30/2021	100% of FY
<i>Income:</i>	<i>Budgeted:</i>	<i>Income to Date:</i>	<i>Receivables:</i>	<i>Received %</i>	
Regular Income:					
Mill Levy	\$1,599,200.00	\$1,911,241.12	-\$312,041.12	119.5%	
Interest Income	\$2,500.00	\$169.89	\$2,330.11	6.8%	
Well Test Kit Sales	\$5,000.00	\$5,184.93	-\$184.93	103.7%	
WDA Base Funding + WACD WQ	\$8,823.50	\$8,823.50	\$0.00	100.0%	
Unanticipated Income	\$2,500.00	\$2,411.20	\$88.80	96.4%	
Project Grants & Pass Thrus:					
FY21 GTNP Gaging Stations	\$18,350.00	\$18,350.00	\$0.00	100.0%	
Rangeland Health Assessment	\$20,000.00	\$20,000.00	\$0.00	100.0%	
Wyoming Water Development Proj.	\$373,200.00	\$68,613.83	\$304,586.17	18.4%	
Unanticipated Grants/Reimb.	\$5,000.00	\$38,320.26	-\$33,320.26	766.4%	
Total	\$2,034,573.50	\$2,073,114.73	-\$38,541.23	101.9%	
Program Expenses:					
<u>Agriculture Assistance-Cropland</u>	\$561,000.00	\$109,438.09	\$451,561.91	19.5%	
<u>Agriculture Assistance-Rangeland</u>	\$62,310.00	\$40,091.34	\$22,218.66	64.3%	
JHWMA Cooperative Project	\$65,000.00	\$50,000.00	\$15,000.00	76.9%	
<u>Mapping Resources & GIS</u>	\$2,000.00	\$618.94	\$1,381.06	30.9%	
Sustainability Projects					
Air Quality	\$2,000.00	\$0.00	\$2,000.00	0.0%	
TAWPC/WUI Program	\$129,400.00	\$104,972.54	\$24,427.46	81.1%	
MOA Partner Funding	\$91,084.00	\$49,979.67	\$41,104.33	54.9%	
PIC Grants and Partnering Funds					
PIC Grant \$ Available in FY 2021	\$48,220.00	\$0.00	\$48,220.00	0.0%	
PIC Grant Funds Committed	\$51,780.00	\$18,064.56	\$33,715.44	0.0%	
TCD Partnering \$ Available FY21	\$81,645.51	\$69,593.67	\$12,051.84	85.2%	
TCD Partnering Funds Committed	\$69,593.67	\$51,005.00	\$18,588.67	73.3%	
Project Funds Carried Over from FY20	\$218,980.21	\$85,832.73	\$133,147.48	39.2%	
<u>Communications & Outreach</u>	\$42,500.00	\$32,499.84	\$10,000.16	76.5%	
Water Quality Program					
Water Quality Projects	\$398,250.00	\$178,378.97	\$219,871.03	44.8%	
Flat Crk Water Improvement Dist.	\$25,000.00	\$19,000.00	\$6,000.00	76.0%	
USGS Partnering Projects	\$85,960.00	\$67,258.58	\$18,701.42	78.2%	
MOA Partner Funding	\$85,111.00	\$32,881.00	\$52,230.00	38.6%	
<u>Wildlife Projects - General Program Exp.</u>	\$82,000.00	\$16,616.75	\$65,383.25	20.3%	
MOA Partner Funding	\$35,000.00	\$35,000.00	\$0.00	100.0%	
Total	\$2,067,240.72	\$961,231.68	\$1,962,647.05	46.5%	
Operation Expenses:					
<u>General Office Expense</u>	\$81,600.00	\$72,663.09	\$8,936.91	89.0%	
<u>Supplies & Equipment</u>	\$49,000.00	\$29,394.17	\$19,605.83	60.0%	
<u>Communications & Travel</u>	\$18,750.00	\$4,800.05	\$13,949.95	25.6%	
<u>Professional Expenses</u>	\$78,400.00	\$54,387.04	\$24,012.96	69.4%	
<u>Payroll Expenses</u>	\$813,650.00	\$742,220.22	\$71,429.78	91.2%	
<u>Meeting Expenses</u>	\$8,600.00	\$4,599.10	\$4,000.90	53.5%	
Total	\$1,050,000.00	\$908,063.67	\$141,936.33	86.5%	

FY 2021- Budget Line Items		Committed Funds Savings Account Items			as of 06/30/21
Grant Descripton		Budgeted Am	Paid Out	Check #	Remaining
Small Water Project Program Projects					
	FY				
Central Pipeline Irrigation	FY18	\$5,000.00	\$5,000.00	19813	\$0.00
Game Creek Irrigation System Improve.	FY19	\$5,000.00	\$3,484.76	19957	\$1,515.24
Jensen Canyon Headgate Rehabilitation	FY19	\$5,000.00	\$0.00		\$5,000.00
7 Mile Ranch Project	FY20	\$5,000.00	\$0.00		\$5,000.00
Blackrock Creek Irrigation Improvement	FY20	\$5,000.00	\$0.00		\$5,000.00
Granite Creek Supp. Ditch Headgate	FY20	\$5,000.00	\$0.00		\$5,000.00
Horse Creek Fish & Irrigation Improve.	FY20	\$5,000.00	\$0.00		\$5,000.00
Lower Snake R. Ranch Bank & Fish Imp.	FY20	\$5,000.00	\$0.00		\$5,000.00
S. Prk Wildlife Area & Wildlife Enhance.	FY20	\$5,000.00	\$0.00		\$5,000.00
Spread Creek Project	FY20	\$5,000.00	\$0.00		\$5,000.00
Mill Creek Irrigation Project - Phase II	FY21	\$5,000.00	\$0.00		\$5,000.00
Owl Creek Subdivision - Fire Water Storage	FY21	\$5,000.00	\$0.00		\$5,000.00
	subtotal	\$60,000.00	\$8,484.76		\$51,515.24
Project , MOA & PIC Carryover: FY 20 Budget					
	Due				
Backyards & Barnyards	FY20 ok	\$750.00	\$750.00	19853	\$0.00
Star Valley CD/Haderlie Farm	FY20 ok	\$0.00	\$0.00	canceled	\$0.00
Yellowstone-Teton Clean Cities - FY20 MOA	FY20 ok	\$0.00	\$0.00	(2x budget)	\$0.00
Trout Unlimited - FY20 MOA	FY20 ok	\$24,870.00	\$24,870.00	19629 & 19807	\$0.00
<i>FY 2020 PIC Grants</i>					
Huidekoper Ranch - Lockwood Ditch	FY20 ok	\$3,080.00	\$3,080.00	19543	\$0.00
Linn Ranch - Lily Lake Reservoir	FY20 2/22	\$2,500.00	\$0.00		\$2,500.00
University of WY-Great Grey Owl Population	FY20 2/22	\$7,859.99	\$0.00		\$7,859.99
Vet Initiative - Moose Herd Investigation	FY20 ok	\$5,000.00	\$5,000.00	19918	\$0.00
WY Wildlife Advocates - Watch for Wildlife	FY20 6/21	\$2,000.00	\$0.00	ext req	\$2,000.00
Huidekoper Ranch - Vegetation Production	FY20 2/22	\$1,739.00	\$0.00		\$1,739.00
UW Haub School - Bighorn Sheep Disease	FY20 2/22	\$10,000.00	\$0.00		\$10,000.00
GTNP Foundation - Kelly Hayfields Project	FY20 ok	\$10,000.00	\$10,000.00	19875	\$0.00
Origin Media-Backcountry Conservation Film	FY20 ok	\$10,000.00	\$10,000.00	19916	\$0.00
Natn'l Museum of WL Art-Native Plnt Grdn	FY20 ok	\$3,000.00	\$3,000.00	19833	\$0.00
J-W Subdivision - Nitrate Treatment Proj.	FY20 ok	\$8,618.73	\$8,618.73	19544	\$0.00
Montana State University - Butterflies	FY20 2/22	\$5,000.00	\$0.00		\$5,000.00
Teton Plants - Native Plant List	FY20 ok	\$2,870.00	\$2,560.00	19631	\$310.00
	<i>Reallocated Funds for Projects</i>	\$10,784.00	\$0.00		\$10,784.00
	subtotal	\$108,071.72	\$67,878.73		\$40,192.99
Reimbursable Grants Carried Over FY20					
Bar W Agriculture - Soil Regeneration	FY20 2/22	\$4,622.00	\$0.00		\$4,622.00
Slow Food in the Tetons - Farmer's Market	FY20 ok	\$8,000.00	\$8,000.00	19752	\$0.00
Jim Wilson - Gated Pipe Irrigation Project	FY20 ok	\$19,030.00	\$19,030.00	19555	\$0.00
GTNP Elk Ranch - Headgate Project	FY20 12/2:	\$9,469.07	\$0.00		\$9,469.07
Slow Food in the Tetons-Community Garden	FY20 ok	\$0.00	\$0.00	cancelled	\$0.00
River Meadows Subdivision - Fire Mitigation	FY20 ok	\$924.00	\$924.00	19919	\$0.00

<i>Reallocated Funds for Projects</i>		\$8,395.50	\$0.00		\$8,395.50	
subtotal		\$50,440.57	\$27,954.00		\$22,486.57	
Budget Line Items for FY 2021 Budget						
Leave Liability and Deductibles for FY21	FY21 tcd	\$10,000.00	\$0.00		\$10,000.00	
Further Claims and Fees Remaining	FY21 ok	\$467.92	\$467.92	19771	\$0.00	
Energy Conservation Works	FY21 6/21	\$17,500.00	\$0.00		\$17,500.00	
Yellowstone-Teton Clean Cities	FY21 6/21	\$15,584.00	\$0.00		\$15,584.00	
JHWMA Request + \$20K from FY20 MOA	FY21 ok	\$50,000.00	\$50,000.00	19784	\$0.00	
Jackson Hole Wildlife Foundation	FY21 6/21	\$25,000.00	\$4,620.32	19782	\$20,379.68	
Town of Jackson	FY21 6/21	\$89,250.00	\$0.00		\$89,250.00	
Integrated Solid Waste & Recycling	FY21 ok	\$23,000.00	\$23,000.00	19748	\$0.00	
Flat Creek Watershed Improvement District	FY21 ok	\$19,000.00	\$19,000.00	19852	\$0.00	
Trout Unlimited	FY21 ok	\$52,250.00	\$500.00	19956	\$51,750.00	
Friends of the Teton River	FY21 ok	\$32,831.00	\$27,750.50	19719	\$5,080.50	
Grand Teton National Park Foundation	FY21 ok	\$10,000.00	\$10,000.00	19875	\$0.00	
<i>Reallocated Funds for Projects</i>		\$25,000.00	\$0.00		\$25,000.00	
subtotal		\$369,882.92	\$135,338.74		\$234,544.18	
Partnering Funds Grants		FY21	Beginning Bal	Committed	Reallocated	Remaining
List to Date			\$81,641.51	\$69,573.67	\$44,179.50	\$56,247.34
WACD Additional Dues	July ok	\$12,500.00	\$12,500.00	19551	\$0.00	
Fish Creek Gaging Station	July tcd	\$1,680.00	\$1,680.00	19631	\$0.00	
Airport Drinking Water Project Grant	Aug. 6/21	\$30,000.00	\$0.00		\$30,000.00	
Wildfire Risk Reduction Program	Oct. tcd	\$10,393.67	\$6,367.66	various	\$4,026.01	
Septic Effluent Contract Addn'l Monitoring	Jan. tcd	\$15,000.00	\$0.00		\$15,000.00	
subtotal		\$69,573.67	\$20,547.66		\$49,026.01	
Line Item & PIC Grants (Now/ Reimbursed)		FY21				
<i>FY2021 Line Items</i>						
Slow Food in the Tetons Kid's Camps	July ok	\$6,000.00	\$6,000.00	19915	\$0.00	
Slow Food Sweet Hollow High Tunnel	Sept. ok	\$6,100.00	\$6,100.00	19753	\$0.00	
UW Red Fox Research in GTNP	Oct. 2/22	\$10,000.00	\$0.00		\$10,000.00	
Mill Creek Pipeline Irrigation Project	Dec. 2/21	\$1,954.00	\$0.00		\$1,954.00	
Buffalo Bill Center of the West - WL Project	Dec. 2/22	\$10,000.00	\$0.00		\$10,000.00	
Robinson Wildlife Friendly Fencing Project	Jan. 2/22	\$10,743.82	\$0.00		\$10,743.82	
BTNF Black Rock - Invasive Species Mgmt.	Feb. 2/22	\$9,277.00	pending	advance	pending	
WY Nature Conservancy-Wildfire Resilience	Feb. 2/22	\$19,500.00	\$0.00		\$19,500.00	
Slow Food in the Tetons May Park Fencing	Mar 2/22	\$7,000.00	\$0.00		\$7,000.00	
Snake River Associates - Perimeter Fencing	Mar 2/22	\$7,150.00	\$0.00		\$7,150.00	
Jerome Young - Gaffney Ditch Realignment	Apr. 2/22	\$9,000.00	\$0.00		\$9,000.00	
Teton Raptor Center - Sage Grouse	Apr. 2/22	\$7,300.00	\$0.00		\$7,300.00	
<i>FY 2021 PIC Grants</i>						
Grand Teton National Park Big Horn Sheep	FY21 2/22	\$5,000.00	\$5,000.00	19952	\$0.00	
Vet Initiative for Endangered Wildlife-Moose	FY21 2/22	\$5,000.00	\$0.00		\$5,000.00	
JH Land Trust - Greenspace: Cache Creek	FY21 2/22	\$25,000.00	\$0.00		\$25,000.00	
UW/Kelsey Ruehling - Microbial Pollution	FY21 2/22	\$3,780.00	\$0.00		\$3,780.00	
Teton County - Don't Feed the Wildlife Prog.	FY21 2/22	\$5,000.00	pending	advance	pending	
Wyoming Stargazing - Lights Out Program	FY21 2/22	\$5,064.56	\$5,064.56	19920	\$0.00	

Jackson Hole Public Arts - Wild Walls Mural	FY21 2/22	\$3,000.00	\$3,000.00	19953	\$0.00
<i>Reallocated Funds for Projects - \$48,220</i>					
subtotal		\$155,869.38	\$25,164.56		\$116,427.82
Account Reconciliation					
			Previous Balance		\$517,988.94
<i>Transferred budgeted committed funds in</i>			Transfer from checking - in		\$0.00
<i>Transferred accumulated interest or funds out</i>			Transfer to checking - out		\$517,988.94
					\$0.00
					\$0.00
			Previous Interest Accumulated		\$41.19
			New Interest from this month		\$2.84
Reconciled Monthly Balance			Actual Balance 06-30-21		\$2.84

4:09 PM

07/12/21

Teton Conservation District
Deposit Detail
 June 2021

Type	Num	Date	Name	Account	Amount
Deposit		06/01/2021		Wells Fargo Ch...	100.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-100.00
Deposit		06/07/2021		Wells Fargo Ch...	100.30
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
TOTAL					-100.30
Deposit		06/08/2021		Wells Fargo Ch...	18,000.00
			Friends of Fish ...	Unanticipated/S...	-18,000.00
TOTAL					-18,000.00
Deposit		06/09/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		06/14/2021		Wells Fargo Ch...	253,305.01
			Teton County	Mill Levy	-253,305.01
TOTAL					-253,305.01
Deposit		06/15/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		06/16/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		06/17/2021		Wells Fargo Ch...	100.30
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
TOTAL					-100.30
Deposit		06/17/2021		Wells Fargo Ch...	4,050.00
			Flat Creek Wate...	Unanticipated/S...	-4,000.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-4,050.00

4:09 PM

07/12/21

Teton Conservation District
Deposit Detail
 June 2021

Type	Num	Date	Name	Account	Amount
Deposit		06/17/2021		Wells Fargo Ch...	328,821.06
			Wells Fargo Bank	Wells Fargo Sa...	-41.19
			Wells Fargo Bank	Wells Fargo Sa...	-328,779.87
TOTAL					-328,821.06
Deposit		06/23/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		06/24/2021		Wells Fargo Ch...	18,350.00
			Grand Teton Na...	Cooperative Pro...	-18,350.00
TOTAL					-18,350.00
Deposit		06/25/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		06/29/2021		Wells Fargo Ch...	150.30
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
TOTAL					-150.30
Deposit		06/30/2021		Wells Fargo Ch...	250.30
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
TOTAL					-250.30
Deposit		06/30/2021		Wells Fargo Ch...	8.87
			Wells Fargo Bank	Interest Income	-8.87
TOTAL					-8.87
Deposit		06/30/2021		Wells Fargo Sa...	2.84
			Wells Fargo Bank	Interest Income	-2.84
TOTAL					-2.84
Deposit		06/30/2021		First Interstate ...	4.53
			First Interstate ...	Interest Income	-4.53
TOTAL					-4.53

Teton Conservation District

7/12/2021 4:09 PM

Register: Wells Fargo Checking

From 06/01/2021 through 06/30/2021

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/01/2021			-split-	Deposit		X	100.00	735,583.07
06/07/2021			Well Test Kit Sales	Deposit		X	100.30	735,683.37
06/08/2021	20031	Wyoming Retirement System	WRS Retirement Liability	61	6,349.92	X		729,333.45
06/08/2021	20032	MasterCard	-split-	May Credit Card Cha...	2,463.33	X		726,870.12
06/08/2021			Unanticipated/Sponsor/Regist	Deposit		X	18,000.00	744,870.12
06/08/2021	20033	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Advertising for June	533.40	X		744,336.72
06/08/2021	20034	Toran Accounting, LLC	Legal & Accounting Services	April & May cash recs	325.00	X		744,011.72
06/08/2021	20035	Wyoming Educators' Benefit ...	Payroll Expenses:Employer Me...	3rd & 4th Qtr Life In...	123.76	X		743,887.96
06/08/2021	20036	AgTerra Technologies, Inc.	Project/Program Expenses:Sup...	Administrator License	500.00	X		743,387.96
06/08/2021	20037	Nelson Engineering	Project/Program Expenses:Con...	Septic Monitoring Pr...	9,032.24	X		734,355.72
06/08/2021	20038	On Board Innovations, LLC	Project/Program Expenses:Adv...	Whiteboard Video Pr...	1,500.00	X		732,855.72
06/08/2021	20039	Wyoming Signs, LLC	Project/Program Expenses:Adv...	Dog Waste Signs for ...	517.34	X		732,338.38
06/08/2021	20040	Energy Conservation Works	-split-	MoA Funding for FY...	18,500.00			713,838.38
06/08/2021	20041	Snake River Associates, LLC	Project/Program Expenses:Proj...	Fish Creek Road Peri...	7,150.00			706,688.38
06/08/2021	20042	Nathaniel Hagood	Project/Program Expenses:Proj...	Stencil Art Work	200.00	X		706,488.38
06/08/2021	20043	TMBR Creative Agency	Project/Program Expenses:Com...	Dog Waste Signs	1,400.00	X		705,088.38
06/08/2021	20044	Penny Maldonado	Project/Program Expenses:Proj...	Wildfire Risk Reducti...	3,000.00	X		702,088.38
06/08/2021	20045	Sven Roehrig	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	1,042.50			701,045.88
06/08/2021	20046	David Burke	Project/Program Expenses:Proj...	Wildfire Risk Reduction	3,000.00			698,045.88
06/08/2021	20047	Deborah Atkinson	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,566.50	X		695,479.38
06/08/2021	20048	Jerome Young	Project/Program Expenses:Proj...	Gaffney Ditch Realign...	3,974.50	X		691,504.88
06/08/2021	20049	Teton Raptor Center	Project/Program Expenses:Mee...	Raptor	2,500.00	X		689,004.88
06/08/2021	20050	Friends of the Bridger Teton	Project/Program Expenses:Proj...	Teton Wilderness Pr...	9,277.00			679,727.88
06/08/2021	20051	Yellowstone-Teton Clean En...	Project/Program Expenses:MO...	MoA Funding for FY...	8,000.00			671,727.88
06/08/2021	20052	Teton County Wyoming	Project/Program Expenses:Proj...	Don't Feed the Wildli...	5,000.00			666,727.88
06/08/2021	20053	VSP of Wyoming	Payroll Expenses:Employer Me...	July Vision Insurance	51.32	X		666,676.56
06/08/2021	20054	Blue Cross Blue Shield of W...	Payroll Expenses:Employer Me...	July Health Insurance	5,768.00	X		660,908.56
06/08/2021	AJE#48 FY21		Bank Service Charges	direct deposit fees	20.00			660,888.56

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Teton Conservation District

7/12/2021 4:09 PM

Register: Wells Fargo Checking

From 06/01/2021 through 06/30/2021

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
06/09/2021			Well Test Kit Sales	Deposit	X	50.00	660,938.56
06/14/2021			Mill Levy	Deposit	X	253,305.01	914,243.57
06/15/2021			Well Test Kit Sales	Deposit	X	50.00	914,293.57
06/15/2021	AJE#46 FY21		Payroll Expenses:HSA Employ...		654.17		913,639.40
06/15/2021	20055	Carlin E Girard	-split-		2,918.07		910,721.33
06/15/2021	20056	Emily E Hagedorn	-split-		2,509.83		908,211.50
06/15/2021	20057	Emily P Smith	-split-		1,985.75		906,225.75
06/15/2021	20058	Morgan W Graham	-split-		1,976.68		904,249.07
06/15/2021	20059	Phoebe T Coburn	-split-		2,348.93		901,900.14
06/15/2021	20060	Robert M Sgroi	-split-		2,532.56		899,367.58
06/15/2021	20061	Tom Segerstrom	-split-		3,133.07		896,234.51
06/15/2021	20062	Electronic Federal Tax Paym...	-split-	83-0247879	5,524.48		890,710.03
06/15/2021	20090	Empower Retirement 457(b)	-split-		890.00		889,820.03
06/16/2021			Well Test Kit Sales	Deposit	X	50.00	889,870.03
06/17/2021			Well Test Kit Sales	Deposit	X	100.30	889,970.33
06/17/2021			-split-	Deposit	X	4,050.00	894,020.33
06/17/2021			-split-	Deposit		328,821.06	1,222,841.39
06/17/2021	AJE#49 FY21		Wells Fargo Savings	Deposit	X	41.19	1,222,882.58
06/17/2021	AJE#44 FY21		Wells Fargo Savings	Deposit	X	328,779.87	1,551,662.45
06/23/2021			Well Test Kit Sales	Deposit	X	50.00	1,551,712.45
06/24/2021			Cooperative Project	Deposit	X	18,350.00	1,570,062.45
06/25/2021			Well Test Kit Sales	Deposit	X	50.00	1,570,112.45
06/28/2021	AJE#45 FY21		Wells Fargo Savings	Deposit	X	189,167.88	1,759,280.33
06/29/2021			-split-	Deposit	X	150.30	1,759,430.63
06/29/2021	20064	CNA Surety	Liability Insurance & Bonds	E. Smith & R. Sgroi ...	700.00		1,758,730.63
06/29/2021	20065	Brilliantly Done, Inc.	Cleaning Contract & Supplies	May Office Cleaning	312.50		1,758,418.13
06/29/2021	20066	Teton Media Works, Inc.	Project/Program Expenses:Adv...	June Board Meeting ...	196.88		1,758,221.25
06/29/2021	20067	Exposure Signs	Project/Program Expenses:Distr...	Trout Friendly Lawn ...	2,900.35		1,755,320.90

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Teton Conservation District

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Register: Wells Fargo Checking

From 06/01/2021 through 06/30/2021

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/29/2021	20068	Robert M Sgroi	Project/Program Expenses:Travel	Employee Mileage	56.00			1,755,264.90
06/29/2021	20069	Morgan W Graham	Project/Program Expenses:Travel	Employee Mileage	67.31			1,755,197.59
06/29/2021	20070	Emily P Smith	Project/Program Expenses:Travel	Employee Mileage	20.70			1,755,176.89
06/29/2021	20071	Town of Jackson	Project/Program Expenses:Con...	Stormwater Manage...	29,844.50			1,725,332.39
06/29/2021	20072	Wyoming Dept. of Agricultu...	Project/Program Expenses:Lab ...	WQ Well Test Kits	3,060.00			1,722,272.39
06/29/2021	20073	Christine Kosydar	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	3,000.00			1,719,272.39
06/29/2021	20074	Friends of the Teton River	Project/Program Expenses:MO...	MoA Grant Funds fo...	4,630.50			1,714,641.89
06/29/2021	20075	Robert Weiss	Project/Program Expenses:Proj...	Neighborhood Road ...	1,170.00			1,713,471.89
06/29/2021	20076	Paul Vaughn	Project/Program Expenses:Wee...	Wildfire Risk Reduct...	3,000.00			1,710,471.89
06/30/2021			-split-	Deposit		X	250.30	1,710,722.19
06/30/2021	AJE#47 FY21		Payroll Expenses:HSA Employo...		654.17	X		1,710,068.02
06/30/2021	20077	Carlin E Girard	-split-		2,918.07	X		1,707,149.95
06/30/2021	20078	Emily E Hagedorn	-split-		2,509.83	X		1,704,640.12
06/30/2021	20079	Emily P Smith	-split-		1,985.75	X		1,702,654.37
06/30/2021	20080	Morgan W Graham	-split-		1,976.68	X		1,700,677.69
06/30/2021	20081	Phoebe T Coburn	-split-		2,348.93	X		1,698,328.76
06/30/2021	20082	Robert M Sgroi	-split-		2,532.56	X		1,695,796.20
06/30/2021	20083	Tom Segerstrom	-split-		3,133.07	X		1,692,663.13
06/30/2021	20084	Electronic Federal Tax Paym...	-split-	83-0247879	5,524.48	X		1,687,138.65
06/30/2021	20085	Empower Retirement 457(b)	-split-		890.00	X		1,686,248.65
06/30/2021	20086	MasterCard	-split-	Credit Card Charges ...	3,964.28			1,682,284.37
06/30/2021	20087	Void Check for Records	Uncashed Aged or Voided Che...	VOID:		X		1,682,284.37
06/30/2021	20088	Wyoming Retirement System	WRS Retirement Liability	61	6,349.92			1,675,934.45
06/30/2021			Interest Income	Deposit		X	8.87	1,675,943.32

\$ 201,014.66 18

BANK RECONCILIATION

Name of Client: Teton Conservation District Statement Date: 6/30/2021 DA
 Bank: Wells Fargo Bank Account No: 000-0337175 7/7/2021

Prior Month Reconciled Balance \$ 786,093.65 Bank Statement
 Balance As of 6/30/2021 \$ 1,494,544.30

Add Debits:

18,250.30
253,305.01
333,071.36
18,450.00
189,577.35
\$ 812,654.02

Total Debits

Sub-Total \$ 1,598,747.67

Add Deposits in Transit:

\$ 328,821.06
\$ 328,821.06

Total Deposits

Sub-Total \$ 1,823,365.36

Less Credits:

104,203.37
\$ 104,203.37

Total Credits

Bank Balance - Per General Ledger \$ 1,494,544.30

Less Checks Outstanding:
 (See List Below) \$ 150,442.04

Bank Balance - Per Reconciliation \$ 1,672,923.32

Checks Outstanding		
Number	Amount	Name
19677	200.00	
19919	924.00	
20018	38,055.60	
20040	18,500.00	
20041	7,150.00	
20045	1,042.50	
20046	3,000.00	
20050	9,277.00	
20051	8,000.00	
20052	5,000.00	
20064	700.00	
20065	312.50	
20066	196.88	
20067	2,900.35	
20068	56.00	
20069	67.31	
20070	20.70	
20071	29,844.50	
20072	3,060.00	
20073	3,000.00	
page 2 total	19,134.70	
page 3 total	-	
\$ 150,442.04		

QuickBooks Reconciliation	
\$ 1,672,923.32	Month End QB Register Balance
Adjustments to be posted in QuickBooks:	
\$ 1,672,923.32	Adjusted QB Register Balance
\$ 1,672,923.32	Reconciled Balance
\$ -	Difference

BANK RECONCILIATION

Name of Client: Teton Conservation District Statement Date: 6/30/2021 DA
 Bank: Wells Fargo Bank Account No: 000-0337175 7/7/2021

Checks Outstanding - Continued		
Number	Amount	Name
20074	4,630.50	
20075	1,170.00	
20076	3,000.00	
20086	3,964.28	
20088	6,349.92	
AJE#4	20.00	

Checks Outstanding - Continued		
Number	Amount	Name
page 2 Total: \$ <u>19,134.70</u>		

Emily Hagedorn-Wegher, Administrative Manager

Information Items:

Operations Area: Administration

- **Final Fiscal Year 2022 Budget Status:** We are finalizing the numbers from the end of Fiscal Year 2021. Once that information is complete, the FY22 Budget will be submitted prior to the July 31, 2021, deadline to the Wyoming Department of Audit, the Teton County Commissioners, Wyoming Department of Agriculture and WACD as well. A final budget copy will be posted on our TCD website. I will have a tally of the final budget spent numbers from FY21 available soon. Just to note, because of the way the TCD Budget is reported to the Wyoming Department of Audit, we have to zero out the Committed Funds account at the end of the Fiscal Year. You'll see the new Committed Funds beginning balance deposited in the first week of July 2021.
- **Annual TCD Required Audit:** Once again we will be embarking on completing our annual audit process. The firm of Jones Simkins out of Logan, UT will be guiding us through the steps, as they have done several times. We've arranged for the bulk of the audit to be performed August 2-4, 2021, and it will be a remote audit. It worked well last year, and I think it should go smoothly. I am beginning to feed them information and get things set up, including tightening up our FY21 records, and finalizing financial information in our QuickBooks program.
- **TCD Records Management:** We are now in a new fiscal year, FY22, and I have set up the new records binders for the year. I'll be updating our FY22 Insurance Binder, and other informational binders as needed. I'm starting to throw out some of TCD's out dated records and recycle some of our old information binders (credit card information binder 10 years+). I'll continue to archive old check records and other information, purging aged or duplicate information as necessary.
- **WACD/WDA Annual Requirements:** Our next Base Funding requirements deadline is August 30, 2021. I'm collecting, organizing, and getting our information ready to submit. There is another deadline with additional information due December 31, 2021.
- **Flat Creek Watershed Improvement District (FCWID):** It appears to be another election year for the FCWID. The positions currently held by Sandy Buckstaff, Johnny Ziem, Derek Ellis, and LizAnn Eisen (if she is approved as a Board member, replacing Nanette Beckley), will be on the ballot. Phoebe and I met with Sandy Buckstaff and Deb Barracato regarding election timelines and responsibilities. Deb and I will be going over the FCWID records to make sure all their requirements have been met for 2020, and are being met for 2021.

Upcoming 2021 TCD Calendar of Events:

July 21	Regular TCD Board Meeting at TCD	1pm – via Zoom/Office
Aug. 18	Regular TCD Board Meeting at TCD	1pm – via Zoom/Office
Aug. 30-31	NACD Southwest and Regional Meeting	Snow King Resort, Jackson
Sept. 2	Area V Meeting in Afton, Wyoming	Hosted by Star Valley CD
Sept. 15	Regular TCD Board Meeting at TCD	1pm – via Zoom/Office

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Land

Small Water Project Programs (SWPP): TCD serves as the sponsor for the SWPP, within our district. Agreements between TCD and Wyoming Water Development Commission (WWDC) were executed for the four grants approved in March 2021. The next step is for agreements to be executed between TCD and the proponents of each of the four projects. Two of the four projects are being managed by Wyoming Game and Fish Department, and agreements have been prepared for signature from TCD's Chairman. In addition, WWDC agreed to amend an existing agreement, to extend the term of the agreement. The two agreements, and amendment are available [here](#). An example of one of the two agreements, and the amendment, are included in Supplemental Materials.

Recommended Motion: *Move to approve the two agreements, as well as the single amendment, and have the Chairman provide countersignatures on each agreement and amendment.*

Agreements are titled 'South Flat Creek Fish Passage and Irrigation Improvement' (Grantor Project No. 2021-07), 'South Flat Creek Channel Restoration, Phase II' (Grantor Project No. 2021-06), and 'South Flat Creek Fish Passage and Channel Restoration' - Amendment One to the Agreement (Grantor Project No. 2020-02).

Information Items:

Program Area: Land

- **Small Water Project Programs (SWPP):** I would appreciate staff and board reaching out to their contacts to let them know of the opportunity to apply for SWPP grants this year. Draft applications developed by proponents are due to me by August 25, 2021. Per Wyoming Water Development Office's (WWDO) advice, TCD made a written request to amend existing SWPP agreements, to eliminate the need for making public notices of final grant payments, for projects that are not public works. The 2021 legislative session changed the state statute on this subject. WWDO is now working with sponsors to amend existing agreements to eliminate this task. This will save TCD dollars and staff time whenever amendments are requested.
- **Agricultural Cropland Projects:** Alta resident Tavner Wilson approached TCD in May 2021 with interest in acquiring a no-till drill. Thank you to Tom Breen and Bob Lucas for their ongoing advice on determining if TCD would support acquisition of this equipment. Tavner found and purchased a used drill quicker than expected. Future transportation and rebuild costs are anticipated. We expected Tavner to make a financial request to TCD at the August 2021 regular meeting.
- **Small Agriculture:** I am actively working with agriculture stakeholders, who have interests in the community gardens, to 1) discuss interests and identify commonalities and 2) be positioned to have a unified voice when discussing potential expansion of the May Garden and Blair Garden.
- **Planning and Development, Development Reviews:** TCD received no requests for review of development from Teton County Planning.

Ongoing communication has been received from Teton County Long Range Planning on the amendment to wildlife friendly fencing, to which Tom has provided email responses. I observed the Planning Commission meeting, discussing the proposed variance and Commercial Use Permit for a home business winery use (Robert McGregor, Farmstead Ciders) at South Park Ranches. The meeting included a staff presentation, proponent presentation, and extensive discussion by the commission. Traffic, as well as expectations of types of uses in a residential area, were primary concerns. TCD's earlier comment letter was referenced numerous times. The Planning Commission sided with the Staff Recommendation to deny the requests. The requests now move to the County Commissioners

Program Area: Vegetation

- **TCD Wildfire Risk Reduction Program (WRRP):** Primary efforts this month have been in conducting Wildfire Risk Overviews for residential landowners. We have had constructive discussions with ~15 landowners in the past three weeks. There has been a good intermix of Morgan and I referring landowners to each other for land restoration and wildfire risk reduction.

Jackson Hole Fire/Emergency Medical Services (JHFEMS) is partway through seven weekly (Wednesday) public information booths to discuss wildfire risk issues. The booths are well distributed across the county. I spoke with JHFEMS to request they have specific focus if and when recommending people to TCD's programs.

I reached out to ~10 landowners who received a Wildfire Risk Overview in FY2021, were interested in implementing a project, but TCD had no additional funds available. The purpose was to let them know of funds now available in FY2022.

Program Area: Administration

- A draft plan of work for FY 2022, and related graphs and tables, were developed.

Program Area: Sustainability

- I contacted a Jackson Hole News and Guide reporter by email to inform them that there is a real time air quality monitoring station on High School Road for their reference when reporting on forest fire smoke levels in Jackson Hole.

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

Grant Agreement No.: R01165
Grantor Project No.: 2021-06
Project Title: South Flat Creek Channel Restoration, Phase II
Grant Amount: \$35,000.00
Performance Period: Effective Date through October 10, 2023

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

1. **Parties.** The parties to this Grant Recipient Agreement (Agreement) are the Wyoming Game and Fish Commission, by and through the Wyoming Game and Fish Department, whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006 and the Teton Conservation District (Grantor), whose address is: Post Office Box 1070 (mailing), 420 West Pearl Avenue (physical), Jackson, Wyoming 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Grantor shall provide grant funds to the Agency to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through October 10, 2023. All services shall be completed during the Performance Period.
4. **Payment.**
 - A. In accordance with Wyo. Stat. §§ 23-1-302 (a)(x)-(a)(xi), and 23-1-501, the Grantor hereby grants an amount not to exceed thirty-five thousand dollars and zero cents (\$35,000.00) to the Agency to perform the activities directly related to the project described herein during the Performance Period of this Agreement.
 - B. Of these total funds, thirty-five thousand dollars and zero cents (\$35,000.00) originate from the Wyoming Water Development Commission (Commission) Small Water Project Program, administered by the Grantor. Distribution of these funds shall be up to thirty-five thousand dollars and zero cents (\$35,000.00), or fifty percent (50%) of total project costs, whichever is less.
 - C. Payment of funds from the Grantor to the Agency shall be made following receipt by the Grantor of proper documentation of expenditures, and within thirty (30) days

of the Grantor's receipt of funds from the Commission, as more particularly set forth in Paragraph 5.K below.

- D. Each payment obligation of the Grantor is conditioned upon the availability and payment of funds from the Commission, as appropriated or allocated for the payment of this obligation. If funds from the Commission are not allocated and available for the project, or if funds from the Commission are otherwise discontinued, the Agreement may be terminated by the Grantor at the end of the period for which the funds are available. The Grantor shall notify the Agency at the earliest possible date if funds are not going to be available, and of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Grantor in the event this provision is exercised, and the Grantor shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Grantor to terminate this Agreement in order to provide similar services to another party or landowner.
- E. No payment shall be made for work performed or materials purchased before both:
 - (i) The Grantor provides the Agency with a copy of the "Notice to Proceed" letter from the Wyoming Water Development Office; and
 - (ii) The Effective Date of this Agreement, unless approval for such expenditures was issued in advance.
- F. Any unused portion of funds will be returned from the Agency to the Grantor no later than ninety (90) days after this Agreement expires or the project is complete, whichever is earlier. In addition, the Agency specifically agrees that in the event it fails to complete the project under the terms of this Agreement, the Agency will refund all monies received for the project from the Grantor. All refunded monies received by the Grantor that were obtained from the Commission will be returned to the Commission.

5. Responsibilities of Agency. The Agency agrees to:

- A. Perform the following project activities:
 - (i) Implement South Flat Creek Channel Restoration, Phase II pursuant to guidelines described in Exhibit A, South Flat Creek Channel Restoration, Phase II Project Application, a copy of which is attached to and incorporated into this Agreement by this reference.
- B. Use grant funds only for the activities specified in this Agreement. No other use is authorized.

- C. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Grantor upon request.
- D. In instances where the land on which the project is being conducted is not owned by the Agency, provide a copy of the agreement between the landowner and the Agency demonstrating that the landowner has approved the project.
- E. Acquire and submit to the Grantor for approval all public access agreements, permits, plans and specifications, funding participation agreements, and construction budgets requested by the Grantor.
- F. Acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:
 - (i) Substantiation of the public benefit that will be derived from the project;
 - (ii) Certification by an appropriate land management or resource management entity that the project will meet expectations and that appropriate engineering standards, as approved by the Grantor, will be adhered to;
 - (iii) Right-of way, public access agreements and option agreements;
 - (iv) Easements on public lands, if required;
 - (v) Environmental assessments;
 - (vi) Section 401, Clean Water Act, Certification;
 - (vii) Section 404, Clean Water Act, Permit;
 - (viii) DEQ Permit to Construct;
 - (ix) Final Plans and Specifications approved by the Grantor;
 - (x) Incidental work required to prepare the project for construction;
 - (xi) Approval by the Grantor of final plans specifications and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (i) through (x) above.
- G. The Agency shall not initiate implementation of or commence construction on the project prior to receipt of the written approval of the Grantor.

- H. In instances where the land on which the project is being conducted is not owned by the Agency, the Agency shall, with assistance from the Grantor if requested, secure permission from the landowner allowing the Grantor and the Grantor's representatives, as well as the Commission and the Commission's representatives, access onto project site for inspection and to collect necessary resource data, defined by Wyo. Stat. § 6-3-414. The Agency shall assist in any logistics/planning necessary to ensure the above access is available.
- I. The Agency shall have settled all claims, paid all project expenses, and submitted for all reimbursement funds by October 10, 2023. No funds will be paid by the Grantor for expenditures made after the end-date specified, and the Agency shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
- J. The Agency shall ensure the continued operation and maintenance of the Project via a plan with the landowner and/or infrastructure owner or otherwise, which plan shall delineate responsibilities for all costs, including labor, for all operation, maintenance and repairs.
- K. Remit the following information prior to final reimbursement:
 - (i) Final inspection and certification of completion by Agency and Agency's Professional Engineer or Professional Geologist.
 - (ii) Before, during, and after photographs of the project.
 - (iii) A copy of an operation and maintenance plan for the project, which shall be developed in accordance with accepted engineering practices.
 - (iv) Signed contractor invoices.
 - (v) Any applicable finalized State Engineer's Office paperwork
 - (vi) As built drawings.

6. **Responsibilities of Grantor.** The Grantor agrees to:

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

- B. Review materials, permits, documents, and other materials submitted by the Agency in a timely manner.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Audit and Access to Records.** The Grantor and its representatives shall have access to any books, documents, papers, and records of the Agency related to this Agreement or the project.
- C. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- E. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages; Exhibit A, South Flat Creek Channel Restoration, Phase II Project Application, consisting of four (4) pages; and Exhibit B, Wyoming Water Development Commission Agreement, 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.
- F. **Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency’s or Grantor’s contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- G. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign

immunity by entering into this Agreement and the Grantor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- H. Termination of Agreement.** This Agreement may be terminated upon written notification delivered in person or by regular mail, if either party fails to perform in accordance with the terms of this Agreement.
- I. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- J. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- K. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Game and Fish Commission

John Kennedy, Deputy Director
Wyoming Game and Fish Department

Date

Meredith Wood, Chief Fiscal Officer

Date

GRANTOR:

Teton Conservation District

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

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Senior Assistant Attorney General

06-25-21
Date

GF37
AG Rev 12/2/2020
Contract # 207483



THE STATE OF WYOMING
Water Development Commission
 6920 YELLOWTAIL ROAD TELEPHONE: (307) 777-7626 CHEYENNE, WY 82002



2021 WATER DEVELOPMENT PROGRAM APPLICATION
SMALL WATER PROJECT PROGRAM

The purpose of the Small Water Project Program (SWPP) is to participate with land management agencies and sponsoring entities in providing incentives for improving watershed condition and function. Projects eligible for grant funding assistance include the construction or rehabilitation of small reservoirs, wells, pipelines and conveyance facilities, springs, solar platforms, irrigation works, windmills, wetland developments, environmental (as defined in the Criteria), rural community fire suppression, and recreational. Projects should improve watershed condition and function, and provide benefit for wildlife, livestock and the environment. Projects must also benefit the public. Public benefits may be provided from improved:

- Water quality
- Riparian habitat
- Water supplies to support plant and animal species
- Habitat for fish and wildlife
- Natural resource conditions

Refer to the operating criteria of the SWPP which provides the Wyoming Water Development Commission (WWDC) and the Wyoming Water Development Office (WWDO) with general standards for evaluating and prioritizing applications for funding from the SWPP:

http://wwdc.state.wy.us/small_water_projects/SWPPopCriteria.html

Applications to this program must be received by January 1 of each calendar year. Applications meeting criteria requirements will be considered during the regularly scheduled WWDC meeting in March.

APPLICATION

South Flat Creek Channel Restoration, Phase II

1. Project Name

Teton Conservation District	307.733.2110	12.03.2020
2. Applicant – Name of Entity	3. Phone	4. Date

420 West Pearl Avenue
 5. Physical Address (Street Address)

Jackson	Teton	WY	83001
6. City	7. County	8. State	9. Zip Code

PO Box 1070 Jackson, WY 83001
 10. Mailing Address (If Different From Above)

Robert Sgroi	307.733.2110	robb@tetonconservation.org
11. Primary Contact Person (Type or Print Name)	12. Phone	13. Email

Tom Segerstrom	<i>Tom Segerstrom</i>	12/18/20
14. Authorized Official (Type or Print Name)	15. Signature of Authorized Official	16. Date

**By signing the above the sponsor understands and agrees with the conditions set forth in the operating criteria of the Small Water Project Program.*

If the application was prepared by someone other than the contact person, please provide the following:

Anna Senecal	WY Game and Fish Dept	307.733.2321	anna.senecal@wyo.gov
17. Name	18. Affiliation	19. Phone	20. Email

21. Project Components (Please identify all applicable components.) ** = project centroid

Type ¹	Quantity	New Development	Rehabilitation	Latitude (Required)	Longitude (Required)
Small Reservoir		<input type="checkbox"/>	<input type="checkbox"/>		
Well		<input type="checkbox"/>	<input type="checkbox"/>		
Solar Platforms		<input type="checkbox"/>	<input type="checkbox"/>		
Pipeline		<input type="checkbox"/>	<input type="checkbox"/>		
Tank		<input type="checkbox"/>	<input type="checkbox"/>		
Spring Development		<input type="checkbox"/>	<input type="checkbox"/>		
Wetland		<input type="checkbox"/>	X	43.454591 **	-110.798559 **
Environmental (PRIMARY)		<input type="checkbox"/>	X	43.454591 **	-110.798559 **
Irrigation		<input type="checkbox"/>	<input type="checkbox"/>		
Windmill		<input type="checkbox"/>	<input type="checkbox"/>		
Rural Community Fire Suppression		<input type="checkbox"/>	<input type="checkbox"/>		
Recreational (WILDLIFE)		<input type="checkbox"/>	X	43.454591 **	-110.798559 **

1. The project types listed in the above table will be considered eligible as defined by the Small Water Projects Program Criteria. Environmental projects are defined as those that provide for stream bank stability, water quality improvements, or erosion protection.

22. Legal Description (Optional)

40N _____ 116W _____ 6 _____ SE 1/4 _____
 Township Range Section Quarter Section

23. Project Description

Planning for Small Water Projects may be generated by a WWDC watershed study. Provide all information necessary to accurately describe the proposed project and its eligibility per operating criteria. Additional information may be attached to this application as necessary.

This application is to continue the stream restoration work supported by the WWDC (Project Agreement named 'South Flat Creek Fish Passage & Channel Restoration Project) in Phase I of the South Flat Creek Fish Passage and Channel Restoration project. Phase II shares similar goals, project objectives and technical scope of work. This effort is aimed at restoring ecological function to a degraded section of Flat Creek while maintaining or improving ranch activities. Phase II will address 3,900 feet of Flat Creek as represented on pages C3.1-C3.4 of the engineers' design plans, attached. Project goals focus on improving instream habitat and water quality. Wetland function will be improved through planting and fencing to support the regeneration of a woody shrub community consisting of multiple age classes, as well as off-channel emergent wetlands and swales. Increased wetland function will benefit water quality and instream habitat conditions. Additional environmental benefits will derive from restored reference channel conditions and pool-riffle sequences, reduced bank erosion and increased bank protection in the form of planting and bio-engineering. Irrigation and pasture rotation practices are incorporated into the stream channel and fencing designs. Irrigation abilities will be maintained and, to some degree enhanced with reduced maintenance needs and improved bank stability.

24. Public Benefit

Wyoming statute 99-3-1903(k)(viii)(c) and 99-3-1904(m)(viii)(c) requires all Small Water Project Sponsors to substantiate the public benefit that is to be derived from the proposed project. Please provide all information necessary to accurately document public benefit from the proposed project. Additional information may be attached as necessary.

The project will benefit the public through improved water quality and fish habitat. Flat Creek is listed as "impaired" by the Wyoming Department of Environmental Quality for high suspended sediment loading and degraded instream habitat. This

project will improve water quality through the construction of wetlands which provide bio-filtration, the restoration of riparian communities and reference channel conditions which will promote bank stability and sediment continuity. Instream habitat will be improved by restoring appropriate channel widths, slopes, habitat features such as riffles and pools, and sinuosity. Increased function of spawning and rearing habitats on public lands promote greater recruitment of Snake River Cutthroat Trout to public fisheries upstream and downstream (Flat Creek on the National Elk Refuge, and the Snake River mainstem, respectively).

25. Project Participants

Please list all project participants (e. g.: District, NRCS, WWNRT, BLM, Landowner, etc.), and their type of participation (e.g.: technical, financial, project oversight, etc.).

- Wyoming Game and Fish Department Habitat Trust Fund (financial, technical, oversight)
 - NRCS EQIP (financial, technical)
 - U.S. Fish and Wildlife Service Partners for Fish and Wildlife Program (financial, technical)
 - Wyoming Wildlife Natural Resource Trust Fund (financial, \$160,000 secured)
 - Jackson Hole One Fly (financial)
 - Western Native Trout Initiative (financial)
 - Community Foundation Jackson Hole (financial)
 - Jackson Hole Trout Unlimited (financial)
 - National Fish and Wildlife Foundation (financial)
- Teton Conservation District. TCD is a source of technical support for the landowners and project managers. TCD is providing SWPP grant administration support.

26. Who is the owner of the project? Kelly and Elizabeth Lockhart

27. Who owns the land on which the project is to be built? Kelly and Elizabeth Lockhart

28. How many acres will benefit from this project? 10 acres, 0.8 stream miles _____

29. What is the total estimated project cost? \$492,763.00 _____

30. Was the project specifically identified in a WWDC Watershed Study? Yes No

If yes, what was the name of the study? _____

31. Project Readiness

Projects that have completed the following requirements prior to application may request a "Shovel-Ready" designation and may be considered as a funding priority at the Commission's discretion:

- Project designs and specifications
- Permit procurement
- State and federal agency notifications
- Land procurement, right of way, or easement acquisition
- Have finalized all other financial agreements

31a. Is the project seeking "Shovel-Ready" Status? Yes No

If No, then please continue to question # 32. The Project Sponsor Checklists described in question #31b are not required at this time if you are not seeking a shovel ready designation.

31b. If yes, please complete and attach the Project Sponsor Checklist, Well Evaluation, and Hydrologic Evaluation forms that are available at the following website:

http://wwdc.state.wy.us/small_water_projects/small_water_project.html

Additionally, please list all supporting documentation for a Shovel-Ready designation that is being attached. (If the Sponsor is not seeking a Shovel-Ready designation, this section may be left blank.)

The project is **not** seeking shovel-ready designation. However, the proponent has completed a high level of planning, permitting, and other steps. The project is one permit (a Floodplain Development Permit from the Town of Jackson, which requires FEMA review) away from having all required Checklist elements in hand. FEMA was not able to meet their committed timeline of December 01, 2020 to complete their review.

This demonstrates preparedness to implement the project. The documentation in place includes:

- Construction drawings
- Operations & Maintenance Plan
- Budget & Cost Estimates
- Before Photographs
- Teton County Grading and Erosion Control Permit
- CWA Section 401 Certification
- Town of Jackson (TOJ) temporary gravel extraction permit
- Wetland delineation
- Hydrologic Evaluation

32. Sage Grouse

Is the project located in a Sage Grouse Core Area or within ¼ mile from an active lek? **X No**

The project location is 2.74 miles from the nearest Sage Grouse Core Area.

The project location is 8.22 miles from the nearest active lek.

33. Project Location Map

A project location map is required for application consideration. Please attach a project location map to this application and submit both documents on or before January 1st.

Please see attached

PROJECT AGREEMENT
MSC No. _____
SOUTH FLAT CREEK CHANNEL RESTORATION PHASE II PROJECT

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION, (Commission), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the TETON CONSERVATION DISTRICT, Teton County, Wyoming, a duly organized conservation district existing under the laws of that state (Sponsor), whose address is: 420 West Pearl, Jackson, WY 83001.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design and construction of a small water development project and specify terms for the project. The following project is hereby authorized and financed according to the terms of enacted legislation and this Agreement:
 - (a) South Flat Creek Channel Restoration Phase II Project [Project]; and
 - (b) Appurtenances necessary to make the Project complete and function in the manner intended.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date until all provisions and conditions set forth herein have been satisfied.

4. **Special Provisions.**
 - A. The Commission approved a grant to the Sponsor of not more than THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) or fifty percent (50%) of the actual development costs, whichever is less, which shall be disbursed to the Sponsor according to the terms of this Agreement. The Sponsor is responsible for acquiring the remaining fifty percent (50%) of the Project funds from other sources.

 - B. The Sponsor is responsible for acquiring, and shall submit to the Commission, all necessary public access agreements, permits, plans, specifications, change orders, operation and maintenance plans, funding participation and construction budgets, and any other document deemed necessary by the Commission. The Commission shall have a reasonable time to examine the documents and submit comments. If the plans and specifications require modifications, or if the proposed Project cannot be constructed with the funds available, the Sponsor shall be informed in writing and the Sponsor shall have a reasonable time to provide such information as may be required by the Commission, make authorized alterations to the proposed Project that are necessary to provide the Commission with a reasonable expectation that the Project may be constructed with the funds available, or terminate the Project.

- C. If the Commission determines that the Sponsor has met all necessary requirements described in Section 4(B) of this Agreement and the conditions of the Small Water Project Program Operating Criteria, the Commission shall notify the Sponsor that construction may commence. The Commission shall not reimburse the Sponsor for construction costs incurred prior to the receipt of the notice to proceed with construction from the Commission.
- D. The Sponsor shall complete the Project and shall be responsible for operation and maintenance of the Project in accordance with accepted engineering practices. The Sponsor shall be responsible for all operation, maintenance, and repair expenses, including labor. The Sponsor shall complete the Project no later than **December 31, 2023**, and shall have settled all claims and paid all Project expenses by said date. No funds shall be paid by the Commission after said date specified, and the Sponsor shall be solely responsible for payment of any expenses incurred or claims received after said date.
- E. Funds disbursed under this Agreement may only be used as approved by the Commission to defray costs identified in the final plans and specifications or authorized by approved change orders to pay for permit procurement, Project land procurement, or design or construction engineering services essential to construction of the Project. Necessary and reasonable Project expenses or costs not directly identified above require prior written approval by the Commission.
- F. Prior to the disbursement of any funds, the Sponsor shall submit to the Commission a certified pay request, signed contractor invoices, before and after photos of the individual component, latitude and longitude coordinates, as built drawings, and any applicable finalized State Engineer's Office paperwork. Prior to the final payment, the Sponsor shall submit to the Commission an operation and maintenance plan, signed contractor invoices, and a certified payment request to the Commission, including: a Notice of Final Payment; affidavit of publication documenting final settlement as required under W.S. 16-6-116 if the Sponsor determines the Project meets the definition of a "public work" as defined in W.S. 16-6-101(ix); before, during, and after photographs of the Project; certified as-constructed Project plans or a letter from the engineer certifying the Project is functioning in the manner intended; latitude/longitude coordinates; and finalized State Engineer's Office paperwork for any wells constructed. Requests for payment shall be certified by the Sponsor or its designated representative and accompanied by material invoices. Upon approval of the payment requests by the Commission, requests will be processed and disbursements will be delivered to a representative of the Sponsor. The Sponsor shall use funds disbursed by the Commission immediately upon receipt and in strict accordance with the requests for payment submitted by the Sponsor and approved by the Commission.

Payments made by the Commission shall be coordinated with all other Sponsor funding sources, including in-kind contributions, so that the total amount provided to the Sponsor from all funding sources shall not exceed ONE-HUNDRED

PERCENT (100%) of total Project costs. Total Project costs may include the value of any in-kind contributions for the installation of Project materials purchased specifically for the Project, as documented by invoice and determined by the Commission. For the purposes of calculating total Project costs, in-kind contributions shall not exceed FIFTY-PERCENT (50%) of total Project costs. The total amount provided to the Sponsor shall not exceed FIFTY PERCENT (50%) of total Project costs.

- G.** Representatives of the Commission shall have the right of ingress and egress to enter upon the premises at any time, for the purpose of inspection for the life expectancy of the Project. If the Sponsor does not own the premises upon which the Project is located, or does not own access to the Project, the Sponsor shall obtain written permission from the landowner(s) of the premises on which the Project is located, and any land needed for access to the Project, for representatives of the Commission to have access to the Project for inspection purposes, and the ability to collect necessary resource data, as defined by Wyo. Stat. § 6-3-414(e)(iv).
- H.** If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the Commission determines that the Sponsor has, without good cause, abandoned completion of the Project, the Sponsor shall be obligated to immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the water development account from the date of expenditure.

Notwithstanding the above, the Sponsor shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of this Agreement by the Sponsor, and the Commission may withhold any payments to the Sponsor for the purposes of offset until such time as the exact amount of damages due the Commission from the Sponsor is determined. In the event of default or the Sponsor's negligent or intentional failure to complete the Project, the Commission shall have the right of offset against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the Sponsor for the full amount owed to the Commission pursuant to this Agreement.

5. General Provisions.

- A. Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Audit and Access to Records.** If at any time after execution of this Agreement and before one (1) year after the date of final payment to the Sponsor, the Commission requests an audit of funds disbursed, the Sponsor agrees to submit to and cooperate with the audit conducted by duly authorized representatives of the Commission. The Commission and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement.
- D. Availability of Funds.** Each payment obligation of the Commission is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Commission at the end of the period for which the funds are available. The Commission shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Commission in the event this provision is exercised, and the Commission shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, and public works. The Sponsor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.
- F. Entirety of Agreement.** This Agreement, 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.
- 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 shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before

the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- 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 immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor 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 Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Commission or to incur any obligation of any kind on behalf of the State of Wyoming or the Commission. The Sponsor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- K. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.

- M. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- N. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Commission expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- P. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Q. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- R. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- S. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- T. 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

Sponsor of an originally signed counterpart of this Agreement by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

WYOMING WATER DEVELOPMENT COMMISSION:

Chairman

Date

Secretary

Date

TETON CONSERVATION DISTRICT:

Steve McDonald, Chairman

Date

Roby Hurley, Secretary

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

**AMENDMENT ONE TO
PROJECT AGREEMENT MSC NO. 05SC0297960
SOUTH FLAT CREEK FISH PASSAGE & CHANNEL RESTORATION PROJECT
BETWEEN WYOMING WATER DEVELOPMENT COMMISSION
AND TETON CONSERVATION DISTRICT**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Water Development Commission [Commission], whose address is: 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the Teton Conservation District, Teton County, Wyoming, a duly organized conservation district existing under the laws of that state [Sponsor], whose address is: 420 W. Pearl Ave, PO Box 1070, Jackson, WY 83001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between the Commission and the Sponsor. The purpose of this Amendment is to extend the term of the Agreement through December 31, 2022.

The original Agreement, dated April 24, 2019 authorized the design and construction of the South Flat Creek Fish Passage & Channel Restoration Project and all appurtenances necessary to make the project complete and function in the manner intended.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.
4. **Amendments.** The third sentence of Section 4(D) of the original Agreement is hereby amended to read as follows:

“The Sponsor shall complete the PROJECT no later than **December 31, 2022** and shall have settled all claims and paid all project expenses by said date.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of the Commission.**

Responsibilities of the Commission have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any

previous amendments, between the Commission and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. Counterparts.** This Amendment 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 Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the Commission.

8. General Provisions.

- A. Entirety of Agreement.** The Original Agreement, consisting of six (6) pages; and this Amendment One, consisting of two (2) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WATER DEVELOPMENT COMMISSION:

<p><u><i>Clinton G. White</i></u> Chairman</p>	<p><u>3-19-21</u> Date</p>
<p><u><i>JMS</i></u> Secretary</p>	<p><u>3-19-21</u> Date</p>

TETON CONSERVATION DISTRICT:

<p><u><i>Steve McDonald</i></u> Steve McDonald, Chairman</p>	<p><u>Apr 21, 2021</u> Date</p>
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ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

<p><u><i>Meg Pope #210871</i></u> Megan Pope, Senior Assistant Attorney General</p>	<p><u>3/9/21</u> Date</p>
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Morgan Graham, GIS Wildlife Specialist

Information Items:

Program Area: Wildlife

- **Greater Sage-grouse:** Upper Snake River Basin Local Working Group met to review seasonal lek counts from the Jackson Hole Core Area (JHCA). Wyoming Game and Fish Department (WGFD) Sage Grouse/Sagebrush Biologist, Leslie Schreiber relayed that WGFD, and other land management agencies had established a new statistical method for assessing the stability of a sage-grouse core area. The new method further confirms that the sage-grouse population of the JHCA has declined significantly enough over the past three years to hit a “hard trigger”. Per Wyoming Executive Order this status requires the statewide Adaptive Management Working Group to develop a response strategy within 90 days.
- **Nature Mapping:** Presented to a group of Nature Mapping trainees regarding function and importance of habitat within of the Snake River corridor for amphibians.
- **Denizens of the Steep:** The film supported by a FY 2021 TCD PIC Grant, highlighting challenges between bighorn sheep and winter recreation, won first place in “2% for Conservation’s” Conservation Media Awards.
- **Breeding Bird Survey:** Completed fourth year of the Moose Route of the United States Geological Survey’s Breeding Bird Survey.

Program Area: Vegetation

- **University of Michigan:** Facilitated a field tour for University of Michigan undergraduates and professors. Topics centered on plant identification, native plant restoration, and career guidance. Susan Marsh and Grand Teton National Park staff also presented.
- **Native Plant Overviews:** Responded to 6 landowner site visits.
- **The Nature Conservancy:** Assisted Trevor Bloom, staff from Teton Botanical Garden, and volunteers with transplant of native plant seedlings and weed removal along the National Museum of Wildlife Art sculpture trail.
- **Astoria Park Conservancy (APC):** Coordinated with Coombs Outdoors and APC staff to lead three service projects applying mechanical weed control on APC property.

Program Area: Geographic Information Systems

- **Lidar:** Woolpert Inc. re-flew several flight lines that fell short of specifications. Ground control surveys are underway. Fielding questions from agencies and the private sector regarding quality and availability of the finished product. Data will be delivered in a 1 km² grid. Finished products are expected late spring to early summer, 2022.

Operations Area: Communications

- **Nature Notebook:** Filmed episode focused on bird songs.
- **Munger Elementary (ME):** Met with staff from Teton County Weed and Pest and the National Elk Refuge to tour habitat surrounding ME. Discussing opportunities for developing native plant community curriculum to address Next Generation Science Standards.

Operations Area: Administration

- **Plan of Work:** Completed GIS, Wildlife, and Vegetation sections towards implementation of the TCD 2020 – 2025 Strategic and Long-range Plans for the FY 2022 TCD, Plan of Work.
- **Annual/Personal Leave:** I took 4 days of annual leave.

Emily Smith, Natural Resources Technician

Information Items:

Program Area: Water Resources

- **Flat Creek:** Assisted Carlin with preparing, programming, and deploying Flat Creek temperature loggers in the creek at four locations; the north-end of town, Karns Meadow, Rafter J and South Park. The loggers will hopefully take hourly measurements of the temperature of Flat Creek over the course of the summer.
- **Water Quality Monitoring Field and Re-certification Training:** I attended a one-day water quality training in Lander. This training covered stream macroinvertebrates collection and identification, collection of stream data including measuring flow and discharge, calibration of instruments, as well as quality assurance and control in water quality monitoring. The training was organized by the Wyoming Association of Conservation Districts with assistance from Wyoming Department of Environmental Quality.

Program Area: Communications

- **Snowpack and Discharge Blogpost:** Worked with Carlin and Phoebe on the content and to create the snowpack and discharge plots included in *What's Up with Water? A Look at Snowpack and Discharge*. The plots compared the snowpack of the Upper Snake River Watershed and the discharge of the Snake River south of town for this water year in comparison with 2016, 2001 and the overall median. The blog post highlighted the information illustrated in the plots, especially in relation to the drought declaration.
- **Community Outreach:** Phoebe and I managed an event table at the WildWalls Opening event. Teton Conservation District is a sponsor of the WildWalls project while other organizations sponsored specific artworks. Phoebe and I as well as Bri Agenbroad of Trout Unlimited also had a booth for the Clean Water Coalition at the People's Market on June 23rd, 2021 where we advertised the Trout Friendly Lawns Program. Over the course of the two events, ten lawns were certified as Trout Friendly.

Program Area: Geographic Information Systems (GIS)

- **Teton County Ownership Layer:** I downloaded the updated ownership information from the Teton County Map Server. Using this I was able to update our ArcGIS Ownership layer, including designating the private and public lands. The majority of the public lands were able to be classified to their agency.
- **Surface Water Inventory:** I downloaded and catalogued maps from the State Engineers Office for the Buffalo Valley area. This will aid in the updating of the information and data for the Buffalo Valley area private lands in the Surface Water Inventory.

Carlin Girard, Water Resource Specialist and Associate Director

Action Items:

Program Area: Water

USGS Flat Creek Sediment Study Funding: It has come to my attention that I omitted to correctly budget for the final phase of the USGS Flat Creek Sediment Study. Funding for the finalization and publication of the USGS Flat Creek Sediment Study has already been contractually obligated; however, the associated funding is not present in our budget. This action item seeks to identify the portion of the TCD budget where these funds shall be sourced.

Recommended Motion: *Move to dedicate \$19,500 of the TCD Partnering Fund to the USGS Flat Creek Sediment Study.*

Information Items:

Program Area: Water

- Drought Conditions:** 1) I have been compiling local hydrology data regarding the current water year. The Upper Snake River Watershed continues to set 30-year record daily low water-levels for most of our gaged streams. 2) I am working on outreach material with the Town of Jackson pertaining to drought and water conservation. 3) Addressing Board interest, Emily and I developed the plot below depicting groundwater depths of an upgradient well at the Jackson Hole Airport. Similar to local stream flows, current groundwater depth at this location is setting record lows for this date, based on the well's somewhat short 10-year period of record.

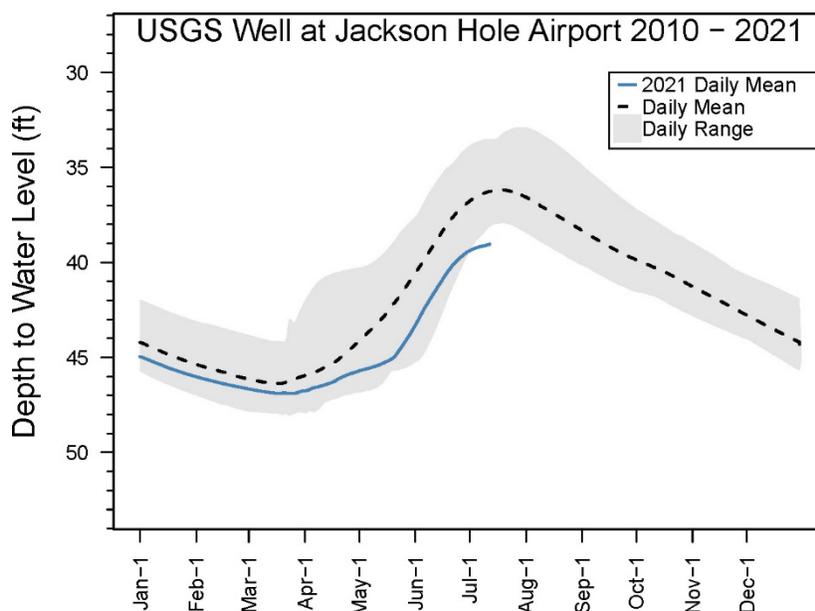


Figure 1: 2021 groundwater depth compared to 2010-2020 groundwater depth average and range.

- Town and County Water Initiatives:** I am very pleased to introduce the onset of a few largescale planning efforts aimed at improving water resources management in the region. 1) The Town of Jackson has just released two Requests for Qualifications for water projects. One is for the development of a Stormwater Master Plan; the other is for a

review of the Jackson Wastewater Treatment Facility. 2) Teton County just released a Request for Qualifications for Comprehensive Water Quality Management Program. The initial phase of this project is intended to be Wastewater Planning.

- **Hoback Water District Formation:** Progress continues to be made by property owners in Hoback Junction to create a special district. Information about their goals can be found at www.hobackwater.org. They are using the name Hoback Clean Water Initiative. I expect that a funding request will be submitted to TCD in the coming months to assist with startup cost-share.
- **Wyoming Department of Environmental Quality (WDEQ), Hoback Nitrate Investigation:** 1) I have been working on assembling and presenting existing groundwater data from the study area. 2) TCD, Teton County, and WDEQ hosted an online public meeting to introduce the scope of the Hoback Nitrate Investigation. It was relatively well attended.
- **WDEQ Fish Creek Nutrient Assessment:** WDEQ has a draft final assessment report regarding nutrient enrichment in Fish Creek that is at the internal review phase. Based on their progress, this fall I would like to draft a grant request to the WDEQ Non-Point Source Program to assist with funding for watershed planning. A watershed plan for Fish Creek is long overdue and is needed because no record exists of work that has been completed in the watershed, the data that has been collected, or the best practices that have been prioritized.
- **US Army Corps of Engineers (USACE) Site Visit:** Tom and I attended a site visit by the acting Colonel of Walla Walla District of the USACE, Richard Childers. Because the Colonel is a revolving position that oversees all operations, site visits are important tools to help bring the new Colonel up to speed. We toured levee sites, discussed operations, and were lucky enough to witness Snake River Cutthroat Trout spawning in a Gros Vente River side channel. I was encouraged by Colonel Childers' interest and intuition regarding local water topics.
- **Flat Creek Stream Habitat:** I have been in discussion with the property manager for a streamside parcel along Flat Creek who is interested in addressing stream bank erosion and degradation issues. The location does have streambank issues and I look forward to bringing forward a line-item grant request in the future.
- **Private Water Quality Testing:** I have fielded numerous requests for assistance organizing specialized water testing of surface and groundwater by private entities. The approach I have taken is to help the interested party define their testing needs and help them convey these needs to regional water quality labs for bids. Once I receive bids, I simply pass them along the client and encourage them to follow-up with lab of their choice.

Phoebe Coburn, Communications Specialist

Action Items:

Operations Area: Communications

- **Voices JH:** Voices JH is a group that was founded in March 2020 with support from the Community Foundation of JH and LegacyWorks Group in response to the need for disseminating COVID-19 public health and community support information to limited-English speaking communities in Teton County. Voices JH staff consists of one program director and a team of eight ‘community mobilizers’ from Teton County’s Mexican, Moldovan, and Romanian communities. Each week, the mobilizers share three messages (Mon., Wed., and Fri.) with their network of over 300 non-English speaking families from 13 different countries. The messaging is shared with families in their preferred language through graphics, videos, and web links. Information is shared via text message, phone calls, social media, and by directly connecting families to local organizations. The group found that their platform for information delivery was so successful that they have expanded to work with ‘partnering organizations’ to distribute information on a variety of topics. Find full list of partners at www.voicesjh.org/partners.

Voices JH has welcomed TCD to join as a partnering organization, which means that TCD staff would work with Voices JH staff to produce three to five messages a year. The content is short and digestible (see Supplemental Materials). TCD’s 2020-2025 Long-Range Plan has a Communications Desired Outcome to see diverse community members engaged with TCD, providing input on priorities and programs. Membership in Voices JH would give TCD the opportunity to elevate our partners’ messaging, as well as our own messaging, through this platform. The financial contribution for the remainder of 2021 is proposed at \$1,000. This means the cost of each message (2-3 in 2021 at ~\$330-\$500 per message) would be roughly the cost of one ¼ page color ad in the JH News& Guide or one Buckrail Sponsored Post, but reaches a different audience.

Recommended Motion: *Move to approve Teton Conservation District joining Voices JH as a partnering organization and allocate \$1,000 for the remainder of the 2021 calendar year from the Communications-Advertising line-item of the FY2022 TCD budget.*

Information Items:

Operations Area: Communications

- **What is Teton Conservation District? Whiteboard Video:** I’m proud to say that the TCD Whiteboard video got 113 views on our website/YouTube, 108 views on Instagram, and 3045 people saw the post on Facebook, and 618 of those people watched 15 seconds or more of the video (the high number of views of Facebook is thanks to Buckrail sharing the video, which we paid for through a Sponsored Post). I’m encouraged by these initial numbers and am confident over the long-term this video will be a great tool for us.
- **Morgan’s Nature Notebook:** Morgan and I filmed a new episode “Birding by Ear.” I’m close to done with editing; it should be completed by the board meeting. All episodes can be found at www.tetonconservation.org/fieldnotes.

- **Events:** 1) TCD hosted tables at the People’s Market and WildWalls Opening Celebration; thanks to Emily Smith for her help. 2) As part of WildWalls, I was invited to present at the Teton Pines/Thursday Ladies Roundtable lunch hosted at the Center for the Arts. There was a lot of interest in water quality. 3) Tom and I have been making National Association of Conservation Districts (NACD) Meeting Sponsors requests, but thus far no one has committed to a sponsorship.
- **KJAX (93.5) KMTN (96.9) “This is Our Town” Radio Interview:** I interviewed with Tom Ninneman on “This is Our Town,” a Wednesday morning radio program in which a representative from the Town of Jackson or a partnering organization talks about important local topics. [Click here to listen to the interview.](#)
- **Public Information Officer (PIO) Meeting:** The PIO group got together for our first non-COVID focused meeting in more than a year.
- **Annual Report/Staff Photo:** Big thanks to Jan Segerstrom and Tom for hosting the TCD staff at their home for our staff photo to go in the 2021 Annual Report. Content creation for the Annual Report is just beginning now.

Operations Area: Grants

- **Memorandum of Agreement (MOA) Grants:** The new MOA grant tracking system, standardized forms etc. have been finalized. The 12 MOA Grant Award Letters for FY22 have been delivered using the new template. The system will be introduced to the TCD auditors this summer.

Program Area: Water

- **Jackson Hole Clean Water Coalition (JHCWC):** 1) I’ve managed JHCWC’s social media for the past couple years. As part of the new contract with LegacyWorks Group, that responsibility has been shifted to Tony Ferlisi of LegacyWorks Group. I will still contribute social media content, but am relieved of the account management duty. 2) Press release/web updates/social media announcement of 2021 Trout Friendly businesses was published. 3) I remotely presented to the coalition of agencies and nonprofits in Park City that are launching their own Trout Friendly Lawns program.
- **Karns Meadow Sign:** The Karns Meadow educational sign is being fabricated right now. We’re on track for an early- to mid-August installation, before the National Association of Conservation Districts regional convention in Jackson.
- **Snowpack/Discharge Blog Post:** Don’t miss Carlin and Emily Smith’s great blog post: www.tetonconservation.org/blog/2021/6/10/whats-up-with-water-a-look-at-snowpack-and-discharge. We will continue to update and disseminate drought information throughout the summer.
- **Hoback Nitrate Investigation Public Meeting:** Assisted a small amount with the press release, social media, video recording, etc. for the Hoback meeting held on July 8, 2021.

Program Area: Wildlife

- **Jackson Hole Wildlife Foundation (JHWF):** Morgan and I met up with Renee Seidler and Kyle Kissock to put up TCD and JHWF stickers on the speed radar signs in Wilson funded in part by TCD. The associated social media post got a good response.

Program Area: Vegetation

- **Woods' Rose:** A landscaper had an excess of Woods' Rose. Morgan and I collected the container plants and through social media posts, gave them away to the public. We were encouraged by the enthusiasm people showed for native plants on social media.

Operations Area: Administration

- **Plan of Work:** I completed by FY22 Plan of Work. The project I am most looking forward to working on this year is the Good Resident Handbook.

OFF SQUARE THEATRE COMPANY

MUCHO RUIDO Y POCAS NUECES

Dirigida por Edgar Landa & Kate Gleason

DEL 9-11 & DEL 14-18 DE JULIO
7:30PM | ¡FUNCION GRATUITA!

THE CENTER AMPHITHEATER

LEGA TEMPRANO Y HAZ PICNIC
17 DE JULIO - FUNCIÓN EN LENGUA DE SEÑAS ESTADOUNIDENSE (ASL)

FUNCIONES EN INGLES

OFFSQUARE.ORG

OFF SQUARE THEATRE COMPANY

MUCH ADO ABOUT NOTHING

Directed by Edgar Landa & Kate Gleason

JULY 9-11 & 14-18
7:30PM | FREE!

THE CENTER AMPHITHEATER

COME EARLY + BRING A PICNIC
ASL JULY 17

OFFSQUARE.ORG



HOLE FOOD RESCUE'S
SPROUT PROGRAMA DE ALMUERZO

La meta del programa Sprout Summer Lunch es garantizar que todos los niños del condado de Teton tengan acceso a un almuerzo saludable durante el verano.

VERANO 2021: JUNIO 14 - AGOSTO 27



SPROUT MOBILE

Almuerzos gratis y actividades para niños ofrecido por HIFR y otros grupos de la comunidad.

Lunes • Miércoles • Viernes:
Mike Yoke! Park 10:30
Powderhorn Park 12:00
Blair Place Apartments 1:30

Martes • Jueves:
Timbers Apartments 10:30
Miller Park 12:00
May Park 1:30

*Sprout Mobile estará en cada sitio por una hora



SPROUT STANDS

Almuerzos gratis para niños ofrecidos por HIFR en un horario más accesible para las familias que trabajan.

Lunes - Jueves
5-6 pm
Flat Creek Trailers
Aspen Meadows Apartments
Evans Mobile Home Court

@HFRSproutMobile

Siga Sprout Mobile en Instagram para obtener más información sobre las actividades, opciones de almuerzo, libros, etc.



HOLE FOOD RESCUE'S
SPROUT SUMMER LUNCH PROGRAM

The Sprout Summer Lunch Program's goal is to ensure all children in Teton County have access to a healthy lunch during the summer.

SUMMER 2021: JUNE 14 - AUGUST 27



SPROUT MOBILE

Free children's lunches and activities provided by HIFR and other community partners

Mon • Wed • Fri:
Mike Yoke! Park 10:30
Powderhorn Park 12:00
Blair Place Apartments 1:30

Tues • Thurs:
Timbers Apartments 10:30
Miller Park 12:00
May Park 1:30

*The Sprout Mobile will be at each location for one hour



SPROUT STANDS

Free children's lunches provided by HIFR at a more accessible time for working families

Mon - Thurs
5-6 pm
Flat Creek Trailers
Aspen Meadows Apartments
Evans Mobile Home Court

@HFRSproutMobile

Follow the Sprout Mobile on Instagram for more information on the activity partners, lunch options, books, etc.



GUÍA DE RECURSOS ALIMENTICIOS

6.29.21

	LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES	SÁBADO	
Comestibles Sin Costo disponibles en:	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue en The Timbers 4:30-6:30 p.m.	Good Samaritan Mission 8 a.m.- 4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue en Aspen Meadows 1-3 p.m. en Teton Free Clinic 5:30-7:30 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 10 a.m.-6 p.m. Hole Food Rescue en Blair Place Apartments 4:30-6:30 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue en Senior Center 11 a.m.-1 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue en Senior Center 11 a.m.-1 p.m. en Pioneer Homestead 1 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 10 a.m.-12 p.m. Hole Food Rescue 1524 Martin Lane 4:30-5:30 p.m.	
Alimentos Preparados disponibles en:	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.	Good Samaritan Mission Desayuno Sin costo, 7 a.m. Iglesia Católica Nuestra Señora de las Montañas Almuerzo empaquetado Sin costo, 12-1 p.m. Senior Center Almuerzo en comedor o para llevar Donación sugerida de \$5, 12 p.m. Good Samaritan Mission Cena sin costo, 5:30 p.m.

ALIMENTOS PARA JÓVENES TCSO #1 Disponible hasta el 30 de junio, 3 comidas preparadas sin costo, para menores de 19 años. Recogida de lunes a viernes, 11 am a 12:30 pm en JH High School. En julio y agosto la ubicación cambiará a la escuela Carter Elementary en el mismo horario. Hole Food Rescue: Programa de Almuerzos de Verano "Sprout" Recogida será de lunes a viernes, de 10:30 a.m.-2:30 p.m. y de 5 a 6 p.m. en tres ubicaciones.

OTRO TIPO DE ASISTENCIA One22: Tarjetas de regalo para la compra de comestibles, medicamento, gasolina y otros imprescindibles. Contacte a One22, de Lunes - Viernes al 307-739-4500

FOOD RESOURCE CALENDAR

6.29.21

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
NO-COST GROCERIES	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue @ The Timbers 4:30-6:30 p.m.	Good Samaritan Mission 8 a.m.- 4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue @ Aspen Meadows 1-3 p.m. @ Teton Free Clinic 5:30-7:30 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 10 a.m.-6 p.m. Hole Food Rescue @ Blair Place Apartments 4:30-6:30 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue @ Senior Center 11 a.m.-1 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 12-6 p.m. Hole Food Rescue @ Senior Center 11 a.m.-1 p.m. @ Pioneer Homestead 1 p.m.	Good Samaritan Mission 8 a.m.-4 p.m. Jackson Cupboard 10 a.m.-12 p.m. Hole Food Rescue 1524 Martin Lane 4:30-5:30 p.m.	
PREPARED MEALS	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.	Good Samaritan Mission Continental breakfast no-cost, 7 a.m. Our Lady of the Mountains Church Boxed lunch No-cost, 12-1 p.m. Senior Center Dine in or pick up lunch \$5 suggested donation, 12 p.m. Good Samaritan Mission Dinner No-cost, 5:30 p.m.

YOUTH MEALS TCSO #1: Tthrough June 30 three no-cost meals Monday-Friday for all youth under age 19. Meal pick up at JH High School 11 a.m.-12:30 p.m., July and August no-cost meal pick up moves to Carter Elementary School 11 a.m.-12:30 p.m. Sprout Summer Lunch Program Monday-Friday for all youth. Lunch pick-up Monday-Friday 10:30 a.m.-2:30 p.m. and 5-6 p.m. in three locations.

OTHER ASSISTANCE One22: Gift cards for groceries, pharmacy, gas and other necessities. Contact One22 Monday-Friday at 307-739-4500

RECURSOS ALIMENTICIOS & PROVEEDORES

NOTAS

PROVEEDORES DE RECURSOS ALIMENTICIOS

Good Samaritan Mission
285 W. Pearl St.
(307) 733-3165

Hole Food Rescue
1525 Martin Lane
(307) 201-3010
Correo electrónico: info@holefoodrescue.org

Jackson Cupboard - Banco de Comida
245 N. Glenwood St.
(307) 201-9794
Hacer su pedido por internet: www.one22jh.org/jackson-cupboard-spanish

Iglesia Católica Nuestra Señora de las Montañas
201 S. Jackson St.
(307) 733-2516

Senior Center of Jackson Hole
Para adultos mayores a 60+
830 E. Hansen Ave.
(307) 733-7300

Distrito Escolar del Condado de Teton #1
Programa de Servicios Alimenticios
(307) 732-3757

SERVICIO A DOMICILIO

Jackson Cupboard
Servicio gratuito de Comestibles a domicilio
Pedidos en línea: www.one22jh.org/jackson-cupboard
Escriba "servicio a domicilio" y su dirección física bajo "Comentarios sobre preferencias alimentarias"
(307) 201-9794

Senior Center of Jackson Hole/Programa Meals on Wheels
Desayunos y almuerzos a domicilio, de lunes a viernes
Comidas congeladas disponibles los fines de semana y días festivos.
Lláme al (307) 733-7300 antes de las 3 p.m. para entrega al día siguiente.

RECURSOS GENERALES

Centro de Recursos One22
Alivio económico y referencias a otros recursos comunitarios
Lláme: (307) 739-4500

Programa Especial de Nutrición Suplementaria para Mujeres, Bebés y Niños (WIC)
Proporciona nutrición suplementaria para mujeres embarazadas, mujeres en lactancia y posparto, infantes y familias con niños hasta los cinco años
Lláme: (307) 734-1060
460 E. Pearl, Suite 3

Departamento de Servicios Familiares de Wyoming
Asistencia económica para la compra de comestibles (SNAP)
Lláme: (307) 733-7757
120 W. Pearl St.



Compilado por Centro de Recursos One22
www.one22jh.org
Recursos para Prosperar Una Comunidad Diversa y Próspera en el Condado de Teton

FOOD RESOURCES & PROVIDERS

NOTES

FOOD RESOURCE PROVIDERS

Good Samaritan Mission
285 W. Pearl St.
(307) 733-3165

Hole Food Rescue
1525 Martin Lane
(307) 201-3010
Email: info@holefoodrescue.org

Jackson Cupboard
245 N. Glenwood St.
(307) 201-9794
Order online: www.one22jh.org/jackson-cupboard

Our Lady of the Mountains Catholic Church
201 S. Jackson St.
(307) 733-2516

Senior Center of Jackson Hole
For ages 60+
830 E. Hansen Ave.
(307) 733-7300

Teton County School District #1
Food Services Program
(307) 732-3757

DELIVERY

Jackson Cupboard
Free grocery delivery
Order online: www.one22jh.org/jackson-cupboard
Write "delivery" and delivery address under "Food preference comments"
(307) 201-9794

Senior Center of Jackson Hole/Meals on Wheels
Home delivered lunches and breakfasts, Monday-Friday
Frozen meals available weekends and holidays.
Call (307) 733-7300 by 3 p.m. for delivery the next day.

GENERAL RESOURCES

One22 Resource Center
Financial assistance and referrals to community resources
Call: (307) 739-4500

Women, Infants and Children Program (WIC)
Supplemental nutrition for pregnant women, infants, new moms, families with children up to 5
Call: (307) 734-1060
460 E. Pearl, Suite 3

Wyoming Department of Family Services
Financial assistance for purchasing food (SNAP)
Call: (307) 733-7757
120 W. Pearl St.



Compilado by One22 Resource Center
www.one22jh.org
Resources to Support One Thriving and Diverse Greater Teton Community

Tom Segerstrom, Executive Director

Action items:

Operations Area: Administration

- **COVID Benefit Carry Over:** Last year in June the Supervisors graciously allowed staff to carry over FY 2020 unused annual leave above the annual carry over cap for one year to account for the pandemic, which ended the final four months of FY 2020 with everyone sheltering in place and working remotely. The pandemic continued for nearly 9 months of FY 2021 so that staff struggled to use the carry over vacation time. As of June 25, 2021, some staff still had remnant vacation time levels slightly above the annual cap. **Recommended Motion:** *Move to allow staff to carry over their accrued Annual Leave that is above the annual cap of 10 days for one additional year from FY 2021 through FY 2022.*

Program Area: Water

- **Flat Creek Watershed Improvement District (FCWID), Board Appointment:** There is a need for the TCD to approve the FCWID's newest board member LizAnn Eisen, who is replacing Nannette Beckley. Liz Anne was present at the TCD/FCWID Quarterly meeting (See Supplemental Materials). **Recommended Motion:** *Move to approve LizAnn Eisen as a replacement board member for the Flat Creek Watershed Improvement District until she can be formally voted upon by the member of the district in November 2021.*

Information Items:

Operations Area: Administration

- **FY2022 Plans of Work:** Staff has been developing the FY 2022 Plans of Work for each staff member, which is being compiled into the final plan. (Copies will be available at the July 2021 meeting).
- **Wyoming Association of Conservation Districts (WACD):**
 - **NACD Pacific and Southwestern Regional Convention:** TCD is responsible for wrangling potential \$500-\$1,500 sponsorships from local entities, clearing Farmstead Ciders with Snow King Resort for co-hosting the first night reception and arranging and conducting the 4-hour site tour with buses on the afternoon of August 31, 2021. Attendance by the TCD board during the convention will be much appreciated.

Operations Area: Grants

- **Memorandum Of Agreement (MOA) Partner Grants:** I assisted Phoebe and all staff in completing the upgraded version and system of MOA Partner Grants. Fiscal Year 2022 MOA grant award letters were drafted and sent to all MOA partners for their signature. Phoebe has created an excellent standardization and tracking system. One that we are proud to review with auditors in August 2021.

Program Area: Water

- **Interagency US Army Corps of Engineers meeting:** Carlin and I joined the meeting. There was an eager response to the availability of new QL1 Lidar. It was also noted that additional federal funds for more SnowTel sites could be available if it would aid in

annual predictive water management strategies. I noted that TCD would like the existing SnowTel sites to be fully funded by the federal government and that there is a lack of low elevation sites even though low elevation snowpack plays an important role in late-winter, early-spring flooding.

Program Area: Land

- **Planning and Development, Fencing Regulations:** The proposed fencing regulation amendment was presented by the planning Department to the County Planning Commission July 13, 2021. Morgan and I were in attendance to answer any questions about TCD's comments on the proposal. The Commission remanded the proposal back to staff to create language to better address horse owner fencing desires and provide evidentiary documentation for some of the non-agricultural fence design thresholds. I received comment from an agricultural producer that adjacent residential properties should be prohibited from using wildlife friendly designs if they abut livestock operations including horses.

Program Area: Sustainability

- **Energy Conservation Works (ECW) and Yellowstone-Teton Clean Cities (YTCC):** Phoebe and I attended the ribbon cutting for the Grand Teton National Park CNG Refuse hauling truck funded through the Volkswagen Settlement Fund. Local elected officials were present.



- **Integrated Solid Waste and Recycling (ISWR):** The recycling center is experiencing staff turnover and hiring difficulties, so they have reduced their hours of operations and cancelled recycling collection and pick-ups in Hoback Junction.

FLAT CREEK WATERSHED IMPROVEMENT DISTRICT

PO Box 2037 Jackson, WY 83001

www.fcwid.org

July 9, 2021

TCD Board of Supervisors
Mr. Steve McDonald, Chairman
420 West Pearl Avenue
Jackson, WY 83001

**SUBJECT: Request for TCD Board Approval
Appointment of Ms. LizAnn Eisen to FCWID Board of Directors**

Dear Supervisor McDonald:

I'm writing on behalf of the Flat Creek Watershed Improvement District to request approval from the Teton Conservation District Board of Supervisors for the appointment to our board of LizAnn Eisen to replace Nannette Beckley, who stepped down in March when she moved out of the area. Ms. Eisen would serve until the upcoming election on November 2, at which time she would be eligible for election to finish out the remaining two years of that term or run for a full term.

I have attached her application/statement of interest. Should you have any questions or desire additional information regarding this matter, please feel free to contact me directly either by phone (208-399-2590) or email (sbuckstaffjr@gmailo.com).

Sincerely,



Sinclair Buckstaff, Jr., Chairman

Attachments: Letter of Application/Statement of Interest from Ms. LizAnn Eisen

FLAT CREEK WATERSHED IMPROVEMENT DISTRICT

PO Box 2037 Jackson, WY 83001

www.fcwid.org

Flat Creek Watershed Improvement District Board of Directors Application

Thank you for your interest in the Flat Creek Watershed Improvement District (FCWID). You are welcome to provide a resume or other information in addition to this application. Please use additional pages if necessary. Your application will be reviewed and you may be contacted with questions by the FCWID board or staff.

Name: LizabETHAnn R. Eisen Date: 3/17/21

Physical Address: 870 W. Snow King Ave Jackson, WY 83001

Mailing Address: PO Box 4901 Jackson WY 83001

Email: lizann.rogovoy@gmail.com Phone: 917 539 0188

Describe why you are interested in being a FCWID Board Director.

I live in Flat Creek and am interested in supporting efforts to minimize property damage while maintaining and improving water quality and natural habitat in the stream/watershed corridor. The watershed area is a valuable community resource to be protected.

Describe your background and what you have to offer as a FCWID Board Director.

I am a law professor teaching startup law, corporate finance and other subjects. I have extensive public service experience and would bring a problem-solving, practical attitude to the board.

Are there specific FCWID programs or projects that you are interested in being a part of? See our website to explore program areas, www.fcwid.org.

I am interested in supporting the ongoing work to minimize the need to use heavy machinery in the creek to solve "emergency" vice situations.

The mission of the Flat Creek Watershed Improvement District is to explore and implement ways to prevent damage to private property due to winter flooding of Flat Creek with a commitment to honor water rights and represent the best interests of the district's property owners and residents, while maintaining and improving water and habitat quality within the stream corridor.