



**Teton
Conservation
District
Est. 1946**

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**Teton Conservation District (TCD) October 2021 Board Meeting
October 20, 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/87212703066>

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: 872 1270 3066

MEETING MEMBERS:

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

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

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

Partners and Guests: Linda Merigliano (Bridger-Teton National Forest), Luther Propst (Teton County Commissioner), Adam Clark (Natural Resource Conservation Service)

AGENDA:

Agency Reports, Guests, and Public Comment	20 minutes
Linda Merignliano (Bridger-Teton National Forest)	
Luther Propst (Teton County Commissioner)	
Adam Clark (Natural Resource Conservation Service)	
Minutes and Treasurer’s Report	10 minutes
Board Reports	10 minutes
Staff Reports and Action Items	60 minutes
Wyoming Department of Audit Annual Report Summary Form	
TCD and Charles H. Butterfield Independent Contractor Agreement Between	
TCD and Nelson Engineering Septic System Effluent Monitoring Project Third Agreement Amendment	
Flat Creek Watershed Improvement District Election Canvassing Board Members and Election Judges	
Veterans Day Holiday	
Old and New Business	10 minutes
Executive Session:	30 minutes

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

**Teton Conservation District (TCD) September 2021 Board Meeting Minutes
September 15, 2021 | 420 W. Pearl Ave., Jackson, WY**

Attendees:

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

Associate Board Members: Liz Barczynski*, Bob Weiss

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

Guests: Linda Merigliano* (Bridger-Teton National Forest), Luther Propst* (Teton County Board of County Commissioners), Jonathan Schechter (Jackson Town Council), Floren Poliseo* (Town of Jackson Public Works), Tavner Wilson* (Bar W Agriculture), Abigail Karin (Public)

**Online or Phone Participant*

Call to Order: Steve called the meeting to order at 1:06 p.m.

August 18, 2021 Meeting Minutes: Nate moved to approve the August 18, 2021 Board Meeting Minutes. Roby seconded. The motion carried unanimously. Bob Lucas was absent.

August 2021 Treasurer's Report: Steve reviewed the August 2021 Treasurer's Report.

- Checks numbering 20143-20167 dated August 1-31, 2021: \$80,109.28
- Credit card charges: \$8,715.08
- Net credits for the month: \$19,170.50
- Operating Reserves Account Balance: \$501,092.69
- Committed Funds Savings Account: \$684,931.97
- Reconciled General Fund Checking Balance: \$587,094.40

Emily made a correction to the credit card charges for the month of August to \$8,713.98

Roby moved. Nate seconded. The motion carried unanimously. Bob Lucas was absent.

Guest Reports and Public Comment:

Luther Propst, Teton County Board of County Commissioners (TCBCC): 1) Grizzly 399 and cubs are moving around the valley, raising concerns about human-wildlife interactions. County staff are working with garbage collectors and landowners to prevent conflict. 2) Phase 1 is wrapping up for the transfer of lands from the Bureau of Land Management (BLM) to Teton County. 3) TCBCC has received public comments that a county department dedicated to natural resources is desirable. 4) A draft amendment to Land Development Regulations (LDRs) regarding wildlife friendly fencing will be considered by the TCBCC next week. Luther wants a three-part strategy to this issue: a) public education, b) cost-share incentives, c) regulation via LDRs. 5) The state parcel near Munger Mountain is being proposed as a location for 80-90 'glamping' sites. There are concerns about water, wildfire safety, and traffic. A conservation or stewardship lease of that property could be considered. 6) The Stilson masterplan is moving forward. The latest iteration shows a plan for wildlife movement on east and west sides. Workforce housing and recycling are being considered at the location. 7) Teton County is moving forward with a contract with Trihydro for Teton County Comprehensive Water Quality Plan. 8) Teton County posted a project manager position with some focus on natural resources within the Public Works Department, as well as the Wildland Fire Prevention Specialist position. Luther is hoping to revisit the pay of the latter position. Teton County is working on a new staffing matrix regarding compensation and workplace preferences in order to better recruit for

critical positions. 9) On Sept. 20, 2021, TCBC has a workshop with Wyoming Department of Transportation (WYDOT) to discuss the Snake River Bridge and surrounding wetlands.

Questions/comments for Luther: 1) Roby commented that the Planning Department drafted a LDR amendment related to bear proof containers, but it was stalled by an effort to incorporate 'Pay as You Throw' into the amendment. Roby is of the opinion that the LDRs could be amended in the short-term with regard to bear proof containers and Pay As You Throw could be implemented in the long-term. 2) Roby commented on the state parcel that is adjacent to BLM land on Munger Mountain, which presents a good opportunity to allow recreation access to the landlocked BLM parcel. 3) There was discussion on Emily Hagedorn-Wegher's staff report regarding the county's new system for depositing mill levy funds. Luther said he will investigate and encouraged Emily to reach out to the County Clerk. 4) During a recent Teton County GIS Policy Committee meeting, it was identified that regular updates and/or additions to existing Teton County layers from environmental assessments has not been happening since it was recommended in 2008. Luther will follow up.

Jonathan Schechter (Jackson Town Council): 1) Jonathan expressed his enthusiasm to be the Town of Jackson-TCD liaison. 2) The Town created an Ecosystem Stewardship Administrator position this year, which is currently unfilled. Jonathan referred to the Comprehensive Plan vision statement and the importance of this position. The Town Council will review the job description this fall and hiring is planned for this winter. Jonathan asked for Tom's feedback on the job description. One short-term priority for the position may include water quality issues. Abigail Karin, member of the public, made a comment that she would like the position to focus on local issues. Jonathan asked that Abigail put her comments in the form of a letter to the Town Council. Nate commented on insulation, car idling, and locally feasible actions to address climate change. 4) Roby requested that the data gathered in the Sewer Capacity Analysis Study (SCA) be refined. Jonathan will follow up. Floren Poliseo stated that the SCA is complete and in use by the Public Works Department.

Linda Merigliano, Bridger-Teton National Forest (BTNF): 1) Linda presented on behalf of Todd Stiles, who was recently appointed as the Jackson District Ranger. Jason Wilmot is filling in as the acting Blackrock District Ranger. 2) Good progress has been made on the invasive species effort at Turpin Meadows Campground, in collaboration with TCD and Teton Back Country Horsemen. 3) The wildlife friendly fencing project at the Upper Gros Ventre Allotment in the Gros Ventre drainage is progressing 4) BTNF is seeing lots of bear activity. Patrol efforts have increased and there is no tolerance for food storage violations. 5) 20 fire rings were installed in Toppings Lake area, and 20 more in the Shadow Mountain area. 6) BTNF met with a contractor for roadside treatment and fire breaks, which will be completed Moran, Shadow, and Mosquito Creek areas. They are considering prescribed fires this fall during safe weather windows, along with pile burning. 7) BTNF is working with a graduate student to map all dispersed campsites; 350 campsites were mapped in Jackson and Moran areas. This data shows distance to water, human waste, and other metrics and will help inform management decisions. 8) BTNF ambassadors have been effective at helping to manage increased public use. 9) Liz Barczynski asked about construction of the Hawks Rest Bridge within a Wilderness Area and expressed concerns regarding commercial use in the area. Linda said the Wilderness Act does not allow for mechanical equipment/motorized transport, except as necessary for minimum requirements. BTNF conducted a Minimum Requirements Analysis and determined mechanical assistance, including a helicopter, was necessary to replace the bridge. The new bridge does not have piers and therefore a lower chance of being compromised by water flows. Approaches are being built by hand crews. Commercial services are allowed to operate in the area, though Linda

shared concerns regarding cutthroat spawning in the spring and options to address use during that time. 11) Robb noted the Robinson Cattle Company fencing project was funded in part by TCD. 12) Bob Comey is retiring from his role as Bridger-Teton Avalanche Center Director in December 2021. No announcement on a replacement has been made at this time.

Board Reports: 1) Roby did a survey for Trout Unlimited up Willow Creek, a tributary of the Hoback River. 2) Steve reported on the Area V meeting in Afton and National Association of Conservation Districts regional meeting in Jackson.

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

Emily Hagedorn-Wegher (Administrative Manager): Emily introduced a recommended action item regarding the timing of the mill levee deposit and associated reporting. Steve recommended Emily include the amount that has been received at that point in time in the Treasurer's Report; for example, the August mill levy amount may be included in the September Treasurer's Report, after the funds have been received. **Nate moved that the Treasurer's Report shall be limited to include all of the transactions from the previous month, and shall not include projections or tabulation of current month's activities. Roby seconded.** There was discussion on cash flow projections, which Emily said this will not impact. **The motion carried unanimously.** Bob Lucas was absent.

Information Items: 1) Emily is wrapping up the annual audit. 2) Base funding has received and Wyoming Association of Conservation Districts and Wyoming Department of Agriculture annual requirements were met. 3) The next FCWID-TCD joint meeting is on December 15, 2021.

Robb Sgroi (Land Resources Specialist): Robb introduced a recommended motion regarding three Small Water Project Program (SWPP) agreement amendments. **Roby moved to approve the three amendments, and have the Chairman provide a countersignature on the amendments. The amendments are titled 'Amendment One to Project Agreement MSC No. 05SC0298492 Blackrock Creek Stabilization & Irrigation Improvement Project Between Wyoming Water Development Commission and Teton Conservation District', 'Amendment One to Project Agreement MSC No. 05SC0297962 Spread Creek Irrigation Rehabilitation & Fish Passage Project Between Wyoming Water Development Commission and Teton Conservation District', 'Amendment Two to Project Agreement MSC No. 05SC0298490 Lower Snake River Ranch Bank Stabilization & Fish Habitat Project Between Wyoming Water Development Commission and Teton Conservation District'.** Nate seconded. **The motion passed unanimously.** Bob Lucas was absent.

Robb introduced a grant application from Tavner Wilson, Bar W Agriculture for the rebuild and shipping of a no-till drill. Teton Soil Conservation District (TCSO) owns two no-till drills, which are available for lease to residents in Alta, WY. Tavner reported that they have used the TCSO no-till drill and improvements to the soil and crop production have been seen. However, Tavner explained it's prohibitive to use the TCSO drill due to high demand and small size. Tavner purchased a used, affordable drill, but it requires some rebuilding. Bob Lucas joined the meeting by phone at 2:29 p.m. The board was supportive of Tavner's effort but was uncomfortable with purchasing privately-owned machinery for a private operation. There was discussion on recouping costs by renting the drill to others. Due to the complexity of the equipment, Tavner was not willing to rent the drill, but he said others in the county have expressed interest in using the drill. Tavner said they are open to doing custom work, including labor and the equipment. The board was interested in supporting no-till

agriculture through another avenue that offers greater public benefit, such as offering a cost-share on seed for those who utilize no-till techniques. Tavner was interested in the idea. He spends roughly \$22/acre on seed. There was discussion on public and environmental benefit of no-till agriculture, including reduction of water, fuel, fertilizer, and pesticide use. Tavner explained that with no-till techniques, water holding capacity goes up as much as five times and ultimately makes the operation more drought resistant. Bob Lucas talked about challenges with a no-till drill he purchased 25 years ago and relayed that the Walton Ranch recently purchased a no-till drill. The board delayed the decision so that further discussions can take place. Roby asked if Morgan could find out how many acres are tilled in Alta and Teton County. The board thanked Tavner for bringing the application to the board, and any future programs or projects that may come out of the discussion. Staff was directed to develop a potential cost-share program to support no till practices.

Information Items: 1) The Snake River Ranch reached out and they are interested in seeking more funding sources for the Granite Creek Supplemental Ditch Improvement project related fish entrainment and boating safety. 2) A grant request may come to the board next month from Brian Cook with Red Hills Ranch to replace a headgate.

Morgan Graham (GIS & Wildlife Specialist): Information Items: 1) Morgan reported on a constructive field day with partners south of the Wilson Boat launch considering locations for wildlife crossing ramps. 2) Steve noted that Morgan is chairing the Upper Snake River Basin Sage Grouse Working Group. 3) Roby asked if recreation data would be beneficial to the Federal Lands Access Program (FLAP) process in consideration of recreation impacts on wildlife. Morgan will follow up with the recreation wildlife coexistence group in that regard. 4) The next steps regarding lidar data acquisition were discussed. Morgan said that a representative from TCD, Town of Jackson, or Teton County could consider submitting a letter to FEMA requesting funding for technical support. 5) Morgan mentioned he was working on a potential local nomination for citizen of the year by the Wyoming Chapter of the Wildlife Society.

Emily Smith (Natural Resources Technician): Information Items: 1) Emily discussed work to gather Flat Creek temperature logger data; she will email the plots to Nate and Roby. 2) Annual Flat Creek sampling was conducted last week. 3) Steve thanked Emily for the map of Tavner's project area.

Calin Girard (Water Resources Specialist & Associate Director): Carlin introduced an action item regarding an extension of a contract with USGS on the Flat Creek Sediment Monitoring study. **Nate moved to authorize the Board Chair to sign Modification 1 of the USGS Joint Funding Agreement # 21RSJFA010 and extend the USGS contract for Flat Creek Sediment Monitoring to January 31, 2022. Roby seconded. The motion carried unanimously.**

Carlin introduced Floren Poliseo, Town of Jackson Public Works Director, and a funding request for a review of the Wastewater Treatment plan, involving treatment potential and efficiency, as well as other operations and infrastructure metrics. Floren reported that funding from Protect Our Water Jackson Hole (POWJH) is not certain at this time. The Town is committed to paying for the project in its entirety if necessary; they are seeking outside funding to demonstrate transparency in the process and partnership with other water quality organizations. **Nate moved to award the Town of Jackson \$50,000 for their line-item request for Wastewater Treatment Plant Review, by allocating \$40,000 from the Water and Wastewater line-item and \$10,000 from the Fish Creek sampling line-item. Roby seconded. The motion carried unanimously.** Floren to investigate infiltration and thanked the board for their partnership and complimented Carlin on his work to bring water quality projects forward.

Information Items: 1) Carlin spoke with the three private landowners who volunteered their properties for septic system monitoring. They have verbally indicated they are willing to continue sampling through winter 2021-22. Carlin discussed the timing of collection of additional data and the delivery of the data that has already been collected. 2) Roby complimented Carlin, Tom, and Dave on their presentations on the National Association of Conservation Districts (NACD) bus tour.

Phoebe Coburn (Communications Specialist): Phoebe discussed changes that had been made to the draft 2021 Annual Report included the board packet, including: typos corrected, wording and sentence structure changed to improve clarity, photos/graphics improved, and QR code fixed. Steve liked the changes made to the financial section. Nate liked the new map on the GIS page. **Roby moved to approve the FY 2021 Annual Report, including any changes directed by the board, and submit the final report to the Wyoming Association of Conservation Districts. Nate seconded. The motioned passed unanimously.**

Information Items: 1) Roby is available to be a Flat Creek Watershed Improvement District (FCWID) election Canvassing Board Member. 2) Steve complimented Phoebe on the presentation she gave for the National Association of Conservation Districts (NACD) marketing panel.

Tom Segerstrom (Executive Director): Information Items: 1) Tom presented the established staff hybrid schedule, however staff are currently working remotely due to high (red) COVID risk in the community. 2) Tom encouraged everyone to purchase Wyoming Natural Resource Foundation gator raffle tickets. 3) Tom announced the Local Government Liability Pool is seeking board members.

Executive Session: Nate moved to enter executive session under Wyoming State Statute 15-1-1-5 and 16-4-405 for the purpose of discussing personnel and legal matters at 3:59 p.m. Roby seconded. The motion passed unanimously.

Nate moved to adjourn the executive session and resume the regular TCD meeting. Roby seconded. The motion passed unanimously at 5:06 p.m.

Nate moved to offer Carlin Girard the Executive Director’s position at a starting salary of \$78,000.00 per year plus all benefits due under the Personnel Handbook. Roby seconded. The motion passed unanimously.

Adjournment: Nate moved to adjourn the regular TCD meeting at 5:06 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

September 30, 2021

Debits for the month:Checks written between

September 1 and 30, 2021	\$156,686.82
September credit card charges of	\$4,360.26

Credits for the month:regular income sources

Mill Levy from Teton County	\$121,181.89
General Fund Checking Interest from Wells Fargo Bank	\$4.38
Committed Funds Savings Interest - Wells Fargo Bank	\$5.63
Operating Reserve Account Income from First Interstate	\$4.12
Well Test Kit Sales (21 sales)	\$1,051.49

other income sources

Tom Segerstrom - sale of excess plywood	\$22.10
State of Wyoming - excess grant reimb (swan survey)	\$896.80
Community Foundation - reimb for Trout Friendly Lawn	\$3,766.91

Total Credits for September **\$126,933.32**

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	\$1,096.81	0.55%	\$501,096.81
total	\$500,000.00		total	\$501,096.81
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$684,931.07
Transfers in or out	Transfer Committed Funds In			\$0.00
	Transfer Committed Funds Out			\$0.00
Interest Income, prev\$+new%			0.03%	\$5.63
			total	\$684,936.70
Total Funds in Investments				\$1,186,033.51

Ending Summary and Following Month's Information to Date as of 9/30/21

General Fund Checking Account Balance	0.01%	\$507,462.39
Outstanding Checks		\$15,954.11
Reconcilled QuickBooks Balance		\$491,508.28

Addition to the Treasurer's Report:	FY21 Spent to Date & Income	9/30/2021	25% of FY	
Income:	Budgeted:	Income to Date:	Receivables:	Received %
Regular Income:				
Mill Levy	\$1,866,580.62	\$256,547.75	\$1,610,032.87	13.7%
Interest Income	\$1,500.00	\$46.04	\$1,453.96	3.1%
Well Test Kit Sales	\$7,800.00	\$3,074.68	\$4,725.32	39.4%
WDA Base Funding + WACD WQ	\$12,823.50	\$8,823.50	\$4,000.00	68.8%
Unanticipated Income	\$2,500.00	\$1,318.90	\$1,181.10	52.8%
Project Grants & Pass Thrus:				
FY21 GTNP Gaging Stations	\$18,620.00	\$0.00	\$18,620.00	0.0%
Wyoming Water Development Proj.	\$350,000.00	\$0.00	\$350,000.00	0.0%
Unanticipated Grants/Reimb.	\$5,000.00	\$3,766.91	\$1,233.09	75.3%
Total	\$2,264,824.12	\$273,577.78	\$1,991,246.34	12.1%
Operations/Program Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
<u>Land Ag. Assistance-Cropland</u>	\$468,300.00	\$438.00	\$467,862.00	0.1%
<u>Land Ag. Assistance-Rangeland</u>	\$37,385.00	\$0.00	\$37,385.00	0.0%
MOA Partner Funding	\$48,600.00	\$0.00	\$48,600.00	0.0%
Planning & Development	\$35,000.00	\$0.00	\$35,000.00	0.0%
<u>Vegetation Program</u>				
Vegetation Projects/MOA	\$117,500.00	\$315.45	\$117,184.55	0.3%
TAWPC/WUI Program	\$232,400.00	\$6,137.00	\$226,263.00	2.6%
<u>Mapping Resources & GIS</u>	\$227,000.00	\$1.73	\$226,998.27	0.0%
<u>Sustainability Projects</u>				
Air Quality	\$4,500.00	\$0.00	\$4,500.00	0.0%
MOA Partner Funding	\$77,000.00	\$0.00	\$77,000.00	0.0%
<u>PIC Grants and Partnering Funds</u>				
PIC Grant \$ Available in FY 2022	\$100,000.00	\$0.00	\$100,000.00	0.0%
PIC Grant Funds Committed	\$0.00	\$0.00	\$0.00	0.0%
TCD Partnering \$ Available FY22	\$9,977.18	\$0.00	\$9,977.18	0.0%
TCD Partnering Funds Committed	\$0.00	\$0.00	\$0.00	0.0%
Project Funds Carried Over from FY20	\$189,167.88	\$5,000.00	\$184,167.88	2.6%
<u>Water Quality Program</u>				
Water Quality Projects	\$534,000.00	\$37,312.79	\$496,687.21	7.0%
Flat Crk Water Improvement Dist.	\$28,500.00	\$0.00	\$28,500.00	0.0%
USGS Partnering Projects	\$91,585.00	\$15,300.00	\$76,285.00	16.7%
MOA Partner Funding	\$127,332.00	\$0.00	\$127,332.00	0.0%
<u>Wildlife Projects - General Program Exp.</u>	\$60,000.00	\$65.98	\$59,934.02	0.1%
MOA Partner Funding	\$54,325.00	\$0.00	\$54,325.00	0.0%
Total	\$2,442,572.06	\$64,570.95	\$2,378,001.11	2.6%
Administrative Expenses:				
Budgeted:	Spent to Date:	Remaining:	Spent %	
<u>General Office Expense</u>	\$157,750.00	\$21,111.32	\$136,638.68	13.4%
<u>Communications</u>	\$55,800.00	\$14,251.72	\$41,548.28	25.5%
<u>Professional Expenses</u>	\$82,200.00	\$28,870.80	\$53,329.20	35.1%
<u>Payroll Expenses</u>	\$851,500.00	\$204,554.31	\$646,945.69	24.0%
<u>Meeting Expenses</u>	\$19,100.00	\$3,737.39	\$15,362.61	19.6%
Total	\$1,166,350.00	\$272,525.54	\$893,824.46	23.4%

FY 2021- Budget Line Items		Committed Funds Savings Account Items		as of 09/30/21	
Grant Description		Budgeted Am	Paid Out	Check #	Remaining
Small Water Project Program Projects FY					
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		\$50,000.00	\$0.00		\$50,000.00
Project , MOA & PIC Carryover: FY 21 Budget Due					
<i>FY 2020 PIC Grants</i>					
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
WY Wildlife Advocates - Watch for Wildlife	FY20 6/21	\$2,000.00	\$0.00		\$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
Montana State University - Butterflies	FY20 2/22	\$5,000.00	\$0.00		\$5,000.00
subtotal		\$29,098.99	\$0.00		\$29,098.99
Reimbursable Grants Carried Over FY21					
Bar W Agriculture - Soil Regeneration	FY20 2/22	\$4,622.00	\$0.00		\$4,622.00
GTNP Elk Ranch - Headgate Project	FY20 12/21	\$9,469.07	\$0.00		\$9,469.07
subtotal		\$14,091.07	\$0.00		\$14,091.07
Line Item & PIC Grants (Now/ Reimbursed) FY21					
<i>FY2021 Line Items</i>					
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
WY Nature Conservancy-Wildfire Resilience	Feb. 2/22	\$19,500.00	\$0.00		\$19,500.00
<i>FY 2021 PIC Grants</i>					
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
subtotal		\$85,977.82	\$0.00		\$85,977.82

Partnering Funds Grants List to Date	FY22	Beginning Bal.	Committed	Reallocated	Remaining
TCD FY 2022 Partnering Funds		\$0.00	\$0.00	\$0.00	\$0.00
<i>subtotal</i>					
* Partnering Funds will be transferred in October					
Budget Line Items for FY 2022 Budget					
Leave Liability and Deductibles for FY21	FY22 tcd	\$10,000.00	\$0.00		\$10,000.00
<i>subtotal</i>		\$10,000.00	\$0.00		\$10,000.00
PIC Grants (Now/ Reimbursed)					
		FY22			
PIC Grant Funding Available for FY22		\$100,000.00			\$100,000.00
<i>subtotal</i>		\$100,000.00	\$0.00		\$100,000.00
MoA Grants (Now/ Reimbursed)					
		FY22			
Trout Unlimited		\$102,280.00	\$0.00		\$102,280.00
Friends of the Teton River		\$25,052.00	\$0.00		\$25,052.00
Flat Creek Watershed Improvement Dist.		\$28,500.00	\$0.00		\$28,500.00
Slow Food in the Tetons		\$43,000.00	\$0.00		\$43,000.00
Mountain Roots Education		\$5,600.00	\$0.00		\$5,600.00
Jackson Hole Weed Management Area		\$60,000.00	\$0.00		\$60,000.00
Grand Teton National Park Foundation		\$10,000.00	\$0.00		\$10,000.00
Jackson Hole Wildlife Foundation		\$44,325.00	\$0.00		\$44,325.00
Integrated Solid Waste & Recycling		\$29,000.00	\$0.00		\$29,000.00
Energy Conservation Works		\$19,000.00	\$0.00		\$19,000.00
Yellowstone Teton Clean Cites		\$29,000.00	\$0.00		\$29,000.00
<i>subtotal</i>		\$395,757.00	\$0.00		\$395,757.00
Previous Balance					\$684,931.07
<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			\$0.00
					\$0.00
					\$684,931.07
Previous Interest Accumulated					\$6.19
New Interest from this month					\$5.63
Reconciled Monthly Balance		Actual Balance 09-30-21			\$684,936.70

Teton Conservation District

10/12/2021 10:41 AM

Register: Wells Fargo Checking
 From 09/01/2021 through 09/30/2021
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/02/2021			-split-	Deposit		X	150.30	530,071.78
09/07/2021			-split-	Deposit		X	200.59	530,272.37
09/08/2021			Well Test Kit Sales	Deposit		X	50.00	530,322.37
09/08/2021			Well Test Kit Sales	Deposit		X	50.00	530,372.37
09/09/2021	AJE#13 FY22		Bank Service Charges		20.00	X		530,352.37
09/10/2021			Well Test Kit Sales	Deposit		X	50.00	530,402.37
09/13/2021			-split-	Deposit		X	472.10	530,874.47
09/13/2021			Well Test Kit Sales	Deposit		X	50.00	530,924.47
09/14/2021	20168	Wyoming Retirement System	WRS Retirement Liability	61	6,774.13	X		524,150.34
09/14/2021	20190	MasterCard	-split-	August Credit Card ...	8,713.98	X		515,436.36
09/14/2021	20170	Paul Cluskey	Rent	Oct., Nov., & Dec. R...	14,514.33	X		500,922.03
09/14/2021	20171	Toran Accounting, LLC	Legal & Accounting Services	August Cash Rec	162.50	X		500,759.53
09/14/2021	20172	Wyoming Dept. of Agricultu...	Project/Program Expenses:Well...	20 Well Test Kits	2,040.00	X		498,719.53
09/14/2021	20173	Copy Works	Project/Program Expenses:Sup...	Copy and Lamination	35.94	X		498,683.59
09/14/2021	20174	WACD	-split-	Dental Insurance for S...	18,286.10	X		480,397.49
09/14/2021	20175	Jackson Curbside Inc.	Cleaning Contract & Supplies	Recycling for Sept/O...	180.00	X		480,217.49
09/14/2021	20176	Brilliantly Done, Inc.	Cleaning Contract & Supplies	Office Cleaning for J...	375.00	X		479,842.49
09/14/2021	20177	CNA Surety	Liability Insurance & Bonds	Roby Hurley Bond	350.00	X		479,492.49
09/14/2021	20178	Rotary Club of Jackson Hole	Dues & Subscriptions	Rotary Club Dues	275.00	X		479,217.49
09/14/2021	20179	Valley Office Systems	Office Supplies:General Office ...	Copier Toner	164.93	X		479,052.56
09/14/2021	20180	Nelson Engineering	Project/Program Expenses:Con...	Septic System Project	10,372.97	X		468,679.59
09/14/2021	20181	Signs of Montana	Project/Program Expenses:Sup...	Karn's Meadow Sign ...	1,957.50	X		466,722.09
09/14/2021	20182	Coyote Art & Ecology	-split-	Karn's Meadow Sign ...	4,500.00	X		462,222.09
09/14/2021	20183	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Board Meeting Ad	162.00	X		462,060.09
09/14/2021	20184	Star Valley Conservation Dis...	Meetings:Area Meetings	Area V Meeting Regi...	100.00			461,960.09
09/14/2021	20185	Clayton Christopher	Project/Program Expenses:Proj...	Wildfire Risk Reduction	2,000.00			459,960.09
09/14/2021	20186	Sarita Eastman	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,000.00	X		457,960.09
09/14/2021	20187	Christine Paige	Project/Program Expenses:Con...	Wildlife Friendly Fe...	438.00	X		457,522.09

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Teton Conservation District

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Register: Wells Fargo Checking
 From 09/01/2021 through 09/30/2021
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
09/14/2021	20188	Rick Miller	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,000.00	X	455,522.09
09/14/2021	20189	Andy Lang	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	1,582.40	X	453,939.69
09/14/2021	20169	Void Check for Records	Uncashed Aged or Voided Che...	VOID:		X	453,939.69
09/15/2021	AJE#11 FY22		Payroll Liabilities		229.16	X	453,710.53
09/15/2021	20191	Carlin E Girard	-split-		3,091.37	X	450,619.16
09/15/2021	20192	Emily E Hagedorn	-split-		2,656.45	X	447,962.71
09/15/2021	20194	Emily P Smith	-split-		2,121.08	X	445,841.63
09/15/2021	20193	Morgan W Graham	-split-		2,125.07	X	443,716.56
09/15/2021	20195	Phoebe T Coburn	-split-		2,529.04	X	441,187.52
09/15/2021	20196	Robert M Sgroi	-split-		2,676.08	X	438,511.44
09/15/2021	20197	Tom Segerstrom	-split-		3,578.11	X	434,933.33
09/15/2021	20198	Electronic Federal Tax Paym...	-split-	83-0247879	6,291.38	X	428,641.95
09/15/2021	20199	Empower Retirement 457(b)	-split-		890.00		427,751.95
09/16/2021	20200	Blue Cross Blue Shield of W...	Payroll Expenses:Employer Me...	October Health Prem...	5,768.00	X	421,983.95
09/16/2021	20201	VSP of Wyoming	Payroll Expenses:Employer Me...	October Vision Prem...	51.32	X	421,932.63
09/17/2021			-split-	Deposit		X	426,596.34
09/20/2021			Well Test Kit Sales	Deposit		X	426,696.64
09/21/2021	20202	Pine Needle Embroidery	Project/Program Expenses:Distr...	TCD Clothing Items ...	100.00	X	426,596.64
09/21/2021	20203	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Board Meeting Adve...	97.20	X	426,499.44
09/21/2021	20204	Jones-Simkins, P.C.	Legal & Accounting Services	FY21 Audit - partial ...	6,311.00	X	420,188.44
09/21/2021	20205	Brilliantly Done, Inc.	Cleaning Contract & Supplies	August Office Cleani...	300.00	X	419,888.44
09/21/2021	20206	Hess D'Amours & Krieger, L...	Legal & Accounting Services	Letter for Annual Au...	30.00	X	419,858.44
09/21/2021	20207	Lower Valley Energy	Vehicle Expense	CNG Fuel for August	67.81	X	419,790.63
09/21/2021	20208	CNA Surety	Liability Insurance & Bonds	Morgan Graham Bond	350.00	X	419,440.63
09/21/2021	20209	United States Geological Sur...	Project/Program Expenses:Con...	Bill 90927362 - Sho...	2,300.00	X	417,140.63
09/21/2021	20210	Wyoming Dept. of Agricultu...	Project/Program Expenses:Well...	20 Well Test Kits	2,040.00		415,100.63
09/21/2021	20211	Tom Segerstrom	Project/Program Expenses:Travel	Employee Mileage R...	156.24		414,944.39
09/21/2021	20212	Annette Eliason	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	712.50	X	414,231.89

Teton Conservation District

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Register: Wells Fargo Checking

From 09/01/2021 through 09/30/2021

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/21/2021	20213	Karen Chen	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,462.50			411,769.39
09/21/2021			Well Test Kit Sales	Deposit		X	50.00	411,819.39
09/21/2021			Well Test Kit Sales	Deposit		X	50.00	411,869.39
09/21/2021			-split-	Deposit		X	150.30	412,019.69
09/27/2021			Mill Levy	Deposit		X	112,181.89	524,201.58
09/27/2021	20224	Internal Revenue Service	Payroll Expenses:Penalties	IRS Discrepancy 1st ...	6,559.95	X		517,641.63
09/30/2021			Well Test Kit Sales	Deposit		X	50.00	517,691.63
09/30/2021			Interest Income	Deposit		X	4.38	517,696.01
09/30/2021	AJEFY22 #12		Payroll Liabilities	HSA Contributions f...	229.16	X		517,466.85
09/30/2021	20214	Carlin E Girard	-split-		3,091.37	X		514,375.48
09/30/2021	20215	Emily E Hagedorn	-split-		2,656.45	X		511,719.03
09/30/2021	20223	Emily P Smith	-split-		2,121.08	X		509,597.95
09/30/2021	20217	Morgan W Graham	-split-		2,125.07	X		507,472.88
09/30/2021	20218	Phoebe T Coburn	-split-		2,529.04	X		504,943.84
09/30/2021	20219	Robert M Sgroi	-split-		2,676.08	X		502,267.76
09/30/2021	20220	Tom Segerstrom	-split-		3,578.11	X		498,689.65
09/30/2021	20221	Electronic Federal Tax Paym...	-split-	83-0247879	6,291.37			492,398.28
09/30/2021	20222	Empower Retirement 457(b)	-split-		890.00			491,508.28

\$156,686.82

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10/12/21

Teton Conservation District
Deposit Detail
September 2021

Type	Num	Date	Name	Account	Amount
Deposit		09/02/2021		Wells Fargo Ch...	150.30
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-150.30
Deposit		09/07/2021		Wells Fargo Ch...	200.59
			Well Test Kit Pa...	Well Test Kit Sa...	-155.40
			Well Test Kit Pa...	Well Test Kit Sa...	-45.19
TOTAL					-200.59
Deposit		09/08/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/08/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/10/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/13/2021		Wells Fargo Ch...	472.10
			Tom Segerstrom	Miscellaneous I...	-22.10
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			CNA Surety	Miscellaneous I...	-350.00
TOTAL					-472.10
Deposit		09/13/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/17/2021		Wells Fargo Ch...	4,663.71
			State of Wyoming	Miscellaneous I...	-896.80
			Community Fou...	Unanticipated/S...	-3,766.91
TOTAL					-4,663.71
Deposit		09/20/2021		Wells Fargo Ch...	100.30
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
TOTAL					-100.30

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10/12/21

Teton Conservation District
Deposit Detail
September 2021

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
Deposit		09/21/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/21/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/21/2021		Wells Fargo Ch...	150.30
			Well Test Kit Pa...	Well Test Kit Sa...	-100.30
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-150.30
Deposit		09/27/2021		Wells Fargo Ch...	112,181.89
			Teton County	Mill Levy	-112,181.89
TOTAL					-112,181.89
Deposit		09/30/2021		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		09/30/2021		Wells Fargo Ch...	4.38
			Wells Fargo Bank	Interest Income	-4.38
TOTAL					-4.38
Deposit		09/30/2021		Wells Fargo Sa...	5.63
			Wells Fargo Bank	Interest Income	-5.63
TOTAL					-5.63
Deposit		09/30/2021		Wells Fargo Ch...	4.12
			First Interstate ...	Interest Income	-4.12
TOTAL					-4.12

BANK RECONCILIATION

Name of Client: Teton Conservation District Statement Date: 9/30/2021 DA
 Bank: Wells Fargo Bank Account No: 000-0337175 9/7/2021

Prior Month Reconciled Balance \$ 587,094.40 Bank Statement Balance As of 9/30/2021 \$ 507,462.39

Add Debits:	350.89
	9,123.50
	200.00
	9,209.80
	281.07
Total Debits	\$ 19,165.26
Sub-Total	\$ 606,259.66

Add Deposits in Transit:	
Total Deposits	\$ -
Sub-Total	\$ 507,462.39

Less Credits:	
	197,905.58
Total Credits	\$ 197,905.58
Bank Balance - Per General Ledger	\$ 408,354.08

Less Checks Outstanding:	
(See List Below)	\$ 15,954.11
Bank Balance - Per Reconciliation	\$ 491,508.28

Checks Outstanding		
Number	Amount	Name
19677	200.00	
19919	924.00	
20185	2,000.00	
20184	100.00	
20199	890.00	
20213	2,462.50	
20210	2,040.00	
20211	156.24	
20221	6,291.37	
20222	890.00	
page 2 total	-	
page 3 total	-	
	\$ 15,954.11	

QuickBooks Reconciliation	
\$ 491,508.28	Month End QB Register Balance
Adjustments to be posted in QuickBooks:	
\$ 491,508.28	Adjusted QB Register Balance
\$ 491,508.28	Reconciled Balance
\$ -	Difference

Emily Hagedorn-Wegher, Administrative Manager

Action Items:

Operations Area: Administration

- **Annual Report Summary Form:** Bobbie Boyce from the Department of Audit confirmed receipt of our F-32 Census form and as expected, replied that based on the amount of total revenues and/or total expenditures for our district, we are required to complete a CPA audit. A copy of the audit is due to the Department of Audit, Public Funds Division, by December 31. We are also required to complete and sign an Annual Report Summary Form (Supplemental Materials) which is due no later than October 31. **Recommended Motion:** *Move to complete and sign the Annual Report Summary Form and submit it back to the Wyoming Department of Audit by the October 31 deadline.*

Information Items:

Operations Area: Administration

- **Wyoming Department of Audit (DoA) F-32 Census Form:** I coordinated with Amy and Andy from our auditing firm, Jones Simkins, regarding the required F-32 Census Form. The DoA has been getting more strict with regard to having the F-32 tie out with the DoA Budget Form precisely. In order for those two documents to agree, I asked that Andy provide the F-32 10 days in advance of the deadline for me to review. I worked with them to explain my understanding of the figures that the DoA was looking for, and how those would relate to our Budget Form (which they are much less familiar with). We went back and forth quite a bit, and after they consulted with others in their firm and called the Department of Audit, they agreed that my “cash basis” figures were in fact the correctly reported figures. The F-32 was submitted prior to the deadline.
- **Internal Revenue Service (IRS) Notice:** We received a notice from the IRS indicating that we had not made a required payment during the first quarter of 2021. I worked to research the matter with the help of our back-up bookkeeper Larry Lewis. I couldn’t find any payments that weren’t made or didn’t clear the bank. Larry believes that the deposit I made on 3-15-21 may have been tagged as quarter 2, not quarter 1 when I selected the date from the drop- down menu. The good news is that all of our payments were paid in full and at the proper time. I just have to call them to re-tag that deposit. When I have tried to call, the IRS is not accepting calls due to “high call volume,” so I submitted a letter to them regarding the matter. I will keep trying to call and talk to a representative.
- **WACD Convention in Cody Nov. 29-Dec.1, 2021:** The annual WACD Convention will be held in Cody this year, and the agenda looks like it will be a good one. Highlights include both a tour of the Buffalo Bill Center of the West and the opening reception held there, with *private access to the Cody Firearms Museum and Draper Natural History Museum*. We won't have another Board Meeting before the event, so please let me know if you are interested in attending by October 27, 2021, if you want to attend (room block releases October 28, 2021). We will have a travel day there November 28, 2021 and begin traveling back after the meeting adjourns at 12pm on Wednesday, December 1, 2021.

Upcoming 2021 TCD Calendar of Events:

Oct. 20	Regular TCD Board Meeting at TCD	1pm – via Zoom/Office
	Tom Segerstrom’s Retirement Celebration	4:30pm - Sidewinders
No November	TCD Regular Board Meeting	
Nov. 25-26	TCD Office Closed for Thanksgiving Holiday	
Nov. 29 – Dec. 1	WACD Convention in Cody, WY	
Dec. 15	Quarterly Joint TCD/FCWID Meeting at TCD	1pm – via Zoom/Office
Dec. 24	TCD Office Closed for Christmas Holiday	
Jan.1, 2022	TCD Office Closed for New Year’s Holiday	

Local Government Annual Report Summary FYE 06/30/202

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For Special Districts

Due Date for Filing: October 31, 202

Return to:

Special District Name:

Department of Audit, Public Funds Division

Email: doa-pfd-web@wyo.gov

Address: Hathaway Building, 2nd Floor

2300 Capitol Avenue

Cheyenne, WY 82002

County: _____

For additional information on this report, see Administrative Rules on file for Department of Audit, Public Funds Division, at the office of the Wyoming Secretary of State (<https://rules.wyo.gov>)

Special districts with total revenues received or total expenditures made over \$500,000 are required to have a CPA review and \$1 million and over requires a CPA audit. Any District which is not required has the option to engage a CPA for a review or audit as a substitute for sections A&B below.

If the District is engaging a CPA firm, list the firm name below. The completed audit/review report is due for submission to the Department of Audit, Public Funds Division, by December 31, 2021:

Enter name of CPA firm _____

CPA Contact _____

Date Engaged _____

If your special district is included in the audit of another entity as a component unit, enter the auditee name here

(STOP! Skip sections A & B and complete section C only)

If the District is an irrigation or drainage district and has requested an annual waiver from the Director of the Department of Audit, submit the waiver approval and required supporting documents (W.S. 9-1-507(e)) with this report and complete section C only.

Section A – Internal Control Evaluation and Self Audit: Required to be completed if the District's total revenues received or total expenditures made are between \$100,000 and \$499,999.99.

Documentation is required to be submitted with this report.

Section B – Proof of Cash: Required to be completed if the District's total revenues received or total expenditures made are greater than \$25,000.

*Documentation is required to be submitted with this report. This includes a proof of cash for **all** cash and investment bank accounts (including certificates of deposit, Wyo-Star accounts, etc.) for the entire fiscal year. A **separate** proof of cash is required for each bank account.*

Section C – Certification of Officials: To be completed by **all** special districts.

I certify to the best of my knowledge that the information presented in the Survey of Local Government Finances Report (Census Report) is correct and complete.

Official Signatures

(ALL information listed below is required)

Special District Treasurer signature:

Special District Chairperson signature:

Printed Name of Treasurer:

Printed Name of Chairperson:

Date: _____

Date: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Land

Range Monitoring and Management: TCD staff recommends contracting with Chuck Butterfield for data management services (See Supplemental Material). The project will involve updating plant names in historic range monitoring data, so that TCD staff can enter the data into an access database, and the Vegetation Geographic Information System (VGS) database.

Recommended Motion: *Move to approve the agreement titled 'Independent Contractor Agreement Between the Teton Conservation District and Charles H. Butterfield' in the amount of \$4,000.00 from the line item 'Range Data Management'.*

Information Items:

Program Area: Land

- Small Water Project Programs (SWPP):** The first set of written guidelines for the SWPP program was released by Wyoming Water Development Office (WWDO). Sponsors like TCD will have more clarity in how the program operates. I provided comment on the guidelines, based on what we have learned about the program over time. Our constituents continue to bring forth complexities in their projects, requiring my cooperation with WWDO to see how they fit into SWPP. An example is whether a licensed landscape architect can produce drawings for ponds, or if a professional engineer has to provide that service.

Here are updates on three ongoing projects: 1) The SWPP project titled '7 Mile Ranch-Rural Community Fire Suppression', was recently completed. This Granite Creek landowner constructed a surface pond at the terminus of a ditch, along with a pump house vault and fire hydrant, which can be utilized for fire suppression. 2) Another SWPP project, the Horse Creek Fish Passage and Irrigation Improvement Project, was completed this year and we are finalizing the reimbursement to Wyoming Game and Fish Department. That project replaced an undersized culvert with a box culvert, improved stream bed and bank stability, and improved the irrigation delivery system. 3) A third project, the Spread Creek Irrigation Rehabilitation and Fish Passage Project, received a formal Notice to Proceed from the WWDO, meaning all permits, construction plans, landowner authorizations and similar are in place, and construction can proceed. This is a major milestone for the project manager to complete.

During our open season for accepting SWPP applications, I spoke with 8-10 entities about a similar quantity of projects. The most interesting, out-of-the box conversation was with Astoria Hot Springs, which could be eligible for future grants due to grant criteria including 'recreation'. The timing and purpose of some projects mean several applications may be submitted in a future year, while staff decided not to sponsor others. I plan to submit three grants [available here](#) to WWDO by the November 15, 2021, timeline. Note this is not described as an action item, differing from previous years' approaches.
- Small Agriculture:** Our work with the University of Wyoming Haub School on improving the community food system described opportunities to expand community gardens on public lands. I've been discussing opportunities for new garden sites, along with Slow Food in the Tetons (SFT) and Melody Ranch landowners. This has included

site visits and research into allowed land uses.

The annual Farm to Fork Festival, hosted by SFT, provided opportunities over three days to discuss and highlight our community food system. I attended Mark Bittner's keynote speech, which broadened the discussion of food into extensive social issues. I also participated in the small group discussion of the future of our food system. Thanks to our liaisons- Commissioner Probst and Councilman Schechter, for their participation. The breadth of issues and ideas was far beyond what a single meeting would solve. A committee will likely form to identify and implement solutions.

The September 2021 regular meeting included discussion of the development of a no-till/reduced-till program administered by TCD. A framework for such a program is provided (see Supplemental Materials). Discussion on this document is requested, and if consensus is reached, I can further develop details of the program.

- **Rangeland Monitoring and Management:** As part of our ongoing agreement with Y2 Consultants, my responsibility is to acquire access through private lands where needed. The Porcupine Squaw Creek Allotment took numerous requests and may continue to be challenging access for both TCD and the Bridger-Teton National Forest. Last month's staff report mentioned communication with Brian Cook on a headgate replacement on the Upper Gros Ventre, on behalf of landowner Herb Kohl. Brian appreciated our grant opportunities, and stated the project is small enough the landowner decided to self-fund the project.
- **Planning and Development, Development Reviews:** TCD has one pending request for review, and no comment has yet been submitted for that application. That is an application to rezone WYDOT's Highway 89 property to Public/Semi-Public, paving the way for a future employee housing development.

Program Area: Vegetation

- **TCD Wildfire Risk Reduction Program (WRRP):** I've had several conversations with newer arboriculture and tree service businesses, who are individuals that split off from existing local businesses. The conversations involved describing the WRRP, and proactively aligning our information with what services homeowners may request from these providers. Outreach has included Enriquez Tree Service, and JH Arbor Culture. Progress being made on WROs and project inspections. I am revising the written guidelines for the program to make them clear and concise.

Program Area: Administration

- Review and comment on Water Resource Specialist applications. Participation in interviews.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
TETON CONSERVATION DISTRICT
AND CHARLES H. BUTTERFIELD**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into this 20th day of October, 2021, between the Teton Conservation District, a duly organized Wyoming Conservation District, located at 420 W. Pearl Avenue, P.O. Box 1070, Jackson, WY 83001 (the "District") and Charles H. Butterfield, P.O. Box 3187, Alpine, WY 83128, (the "Consultant"), together referenced as the "Parties".

RECITALS

1. The District desires to implement elements of a Scope of Work (as more particularly set forth in the attached Appendix A) in effect between the Bridger-Teton National Forest, the District, and other stakeholders. The overall goal is to improve access to historical range monitoring data. Tasks to achieve that goal include quality control of existing information and migrating data into Vegetation Geographic Information System (VGS), a geospatial database.

2. Charles H. Butterfield, as the principal investigator, is the consultant selected by the District to provide planning and technical assistance to help implement the above-described Scope of Work under the terms and conditions set forth herein.

IN CONSIDERATION of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Project. The Consultant will assist the District with management of range monitoring data in accordance with specific tasks and responsibilities contained in Appendix B, which is attached hereto and incorporated herein by reference. The District will assist in providing the Consultant access to Bridger-Teton National Forest information and records and the District employees will cooperate whenever possible.

B. Term of Agreement. This Agreement will be in effect beginning October 20, 2021, and will continue until objectives are met, or by February 01, 2022, whichever comes first, provided that this term is conditioned upon funding availability. In the event that funding becomes unavailable, the District shall immediately advise Consultant of the same.

C. Payment. Consultant will be paid \$40.00 per hour with total payment not to exceed \$4,000.00. The Consultant will be responsible for all costs incurred to perform and meet obligations outlined in Appendix B. Request for payment will be made at close of each calendar month. Monthly payment will be made upon submission by the Consultant of monthly activity

and upon review and approval of District. The Consultant shall supply the District with a narrative description of completed activities. No other expenses will be reimbursed unless the District grants prior written approval.

D. Relationship of Parties. The Consultant shall function as an independent contractor in all respects, and shall not be considered an employee of the District. The Consultant shall assume sole responsibility for any debts that may be incurred by the Consultant in fulfilling the terms of this contract. It shall be the sole responsibility of the Consultant to pay federal withholding and social security withholding taxes.

E. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

F. Indemnity and Liability. Each party to this agreement shall bear its own risk of loss, be responsible for its own negligent, willful, or neglectful acts. The District will not indemnify the Consultant under any circumstances. The Consultant shall provide evidence of liability insurance to the District, effective for the term of this Agreement. Nothing herein waives the District's Governmental Immunity.

G. Access to Project and Data. The Consultant shall ensure that representatives of the District have safe access to the project work whenever it is in preparation or progress and shall provide proper facilities for such access and inspection. The District or any authorized representative shall have access to any books, documents, plans, reports, appears and other records of the Consultant that are pertinent to the Project for the purpose of making audit, examination, experts, copies and transcriptions thereof. All data, reports, analysis, or other applicable information generated by the Consultant as a result of this contract, will become the sole property of the District, and the United States Department of Agriculture - Forest Service.

H. Compliance with Federal Laws and Regulations. Because the Project is in partnership with the Bridger-Teton National Forest, the Consultant shall comply with the following:

- Presidential Executive order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. State. 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The Consultant shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract.
- The Retention and Custodial Requirement for Records specified in the "Common Rule For Uniform Local Governments," which requires the Consultant to retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years subject to the qualifications contained in paragraph 2, subparagraphs a. through c. of the circular.

I. Impossibility of Performance. Neither party shall be considered in default in performing of its obligations under this contract to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party.

J. Compliance with Laws. In performing this contract, the Consultant agrees to comply with all applicable Wyoming, federal and local laws, rules, and regulations.

K. Governing Law. The laws of the State of Wyoming and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement. Venue for any dispute related to this Agreement shall be in a Court of competent jurisdiction in Teton County, Wyoming.

L. Notice. All notices, requests, demands or other communications required or permitted by the terms if this Agreement will be given in writing and delivered as follows:

District:
Teton Conservation District
P.O. Box 1070
Jackson, WY 83001

Consultant:
Charles. H Butterfield
P.O. Box 3187
Jackson, WY 83128__

M. Termination. Either party upon fifteen (15) days written notice may terminate this Agreement, without cause, by certified mail. It immediately may be terminated for cause if the Consultant fails to perform substantially in accordance with the terms of this Agreement. In the event of termination, the District shall pay for all work performed up until the date of Termination unless Consultant is in default of any term contained herein.

N. Severability. In the event any of the provisions of this Agreement are determined to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable.

O. Waiver. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

N. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements whether written or oral.

THE DISTRICT

Chair, Teton Conservation District

Date

THE CONSULTANT



Principal

28 SEPTEMBER 2021

Date

APPENDIX A

Scope of Work

Range Data Management Project, Bridger-Teton National Forest
March 05, 2021 Version 2

Stakeholders:

Dave Cottle, Range Management Specialist, Supervisors Office, Bridger-Teton National Forest (BTNF).
Martina Keil, North Zone Range and Invasive Program Manager, Forest Botany, BTNF.
Dr. Del W. Despain, University of Arizona (UAZ).
Charles Perry, Research Specialist, Principal, UAZ.
Dr. Chuck Butterfield, CPRM. Independent resource.
Daniel Tisi, undergraduate student, University of Vermont.
Robert Sgroi, Land Resources Specialist, Teton Conservation District (TCD).
Emily Smith, Natural Resources Technician, TCD.

Problem statement:

Resource information related to grazing allotments on the North Zone of the BTNF exists in numerous formats and locations. The data resides in disparate hard copy and digital formats. The digital formats include word documents, excel spreadsheets, an access database, and similar. Resource specialists and decision makers do not have a simple method to access range data from this area. In addition, data prior to 2010 would benefit from a review of its accuracy (quality control), prior to its entry into a database. The Bridger-Teton National Forest would like to implement a pilot project to determine the cost (time, personnel) and benefits of migrating historic resource data into VGS. This project will serve as a basis for future decisions in determining whether other BTNF data will be migrated into VGS, and what the costs will be to implement that work.

Administrative information:

Dave Cottle, BTNF, will have overall management authority of the project. This will include setting priorities of work to be accomplished, reviewing and accepting work products.
Robert Sgroi will have oversight of the project in terms of recruiting, selecting, and managing personnel conducting tasks to implement the project, and delegating tasks. This could be a combination of using TCD personnel, recruiting volunteers or interns, and sourcing work to independent contractor(s).
Del Despain and Charles Perry will provide guidance into the use of VGS. This may include training personnel on use of VGS (e.g. version 5), developing protocols for range data collection methods, and providing overall quality assurance and quality control of work products.
Any project costs will be discussed by stakeholders. TCD may have line item budget funds to support costs, and the BTNF may have existing contract(s) with UAZ, or other discretionary funds to offset project costs.

Timeline:

The proposed timeline is to complete this project by July 01, 2021. The project has no known hard timelines where work products are required. Rather, this timeline is suggested to allow for flexibility due to uncertainty of the workload, and also to move towards project completion.

Goals:

To migrate all existing range data, on the North Zone of the Bridger-Teton National Forest, into Vegetation GIS (VGS) software.
To ensure the accuracy (quality control) of all pre-2010 range data, in the same spatial area.
To develop a picture of the costs and benefits of migrating data into VGS.

Objectives:

- UAZ- provide VGS training to staff, volunteers, and interns who are conducting data entry and managing the project
- BTNF & TCD- develop and implement process to correct historical field data
- Contractor(s), staff, volunteers, interns- implement steps to migrate data from current hard copy and electronic formats, into VGS

Deliverables:

- Revised copies of historic range data, in a format decided upon by BTNF staff. (E.g. hard copy, redline copies of field data sheets, also scanned as pdfs, that will be incorporated into the 2210 Allotment File).
- North Zone BTNF range data (vegetation, soils, photographs, other) is populated in the VGS database.
- Written report upon completion of project. Describe personnel time and costs to implement project, project costs, level of success in meeting goals, and challenges. To be completed with contributions from all stakeholders.
- BTNF staff will review and approve information newly incorporated into VGS, and place it within or refer to it for grazing allotment files

Tasks (listed in order of decreasing priority):

- Stakeholder- set up VGS online accounts. Also receive access to the BTNF database.
- Perry, Butterfield, Sgroi conduct small pilot project, entering range data (Big Cow Creek, H-6) into VGS, to demonstrate success and identify problems
- Develop an excel spreadsheet of monitoring site names, using the new naming convention (Region/Forest/District/Allotment/Pasture)
- Populate all monitoring sites within the database. (Populate named sites into the database as an initial step. All sites will not have all their data populated, but rather establish the spatial locations and names of sites, for future data entry).
- Perry develop protocols for type of range data (methods) that BTNF would like to enter into VGS. This includes Parker 3-Step.
- Decide upon team(s) to conduct data entry (e.g. mentor/student, TCD technician staff, both, other). Identify how costs will be covered.
- TCD staff – Natural Resources Technician- will implement tasks as delegated, when time is available, in order of priority or skill set
- Mentor / student team of Dr. Chuck Butterfield and Daniel Tisi will implement tasks, as delegated, and funded by Teton Conservation District or other source
- Enter data into VGS for active allotments on North Zone of BTNF. This includes all types of data (photos, Parker 3-step, Site Analysis, Line Point Intercept, Rooted Nested Frequency, Nested Frequency, soils characterization). This includes all temporal monitoring events (1950-present data).
Note: near term data (2010-present) is generally easily accessible through TCD or BTNF databases. Older data (1950s-2009) may only be located in hard copy format, in BTNF offices, and will take time to retrieve. Hence, near term data for an allotment may be migrated into VGS, and personnel may move on to a next task, while concurrently working to retrieve hard copy data.
Note: a process needs to be developed to retrieve hard copy data. It would be easiest for TCD staff to be

able to bring hard copy data to the TCD office, use our high quality scanner, and scan information directly to our server. Alternatively the BTNF may have a preferred method.

-Enter data into VGS for vacant allotments on North Zone of BTNF

This includes all types of data (photos, Parker 3-step, Site Analysis, Line Point Intercept, Rooted Nested Frequency, Nested Frequency, soils characterization). This includes all temporal monitoring events (1950-present data)

-Enter data into VGS for forage reserves on North Zone of BTNF

This includes all types of data (photos, Parker 3-step, Site Analysis, Line Point Intercept, Rooted Nested Frequency, Nested Frequency, soils characterization). This includes all temporal monitoring events (1950-present data)

-Enter data into VGS for retired allotments on North Zone of BTNF

This includes all types of data (photos, Parker 3-step, Site Analysis, Line Point Intercept, Rooted Nested Frequency, Nested Frequency, soils characterization). This includes all temporal monitoring events (1950-present data)

-Enter Joint Cooperative Permittee Monitoring Data into VGS (this includes landscape appearance, greenline stubble height, photos, etc.)



Description of services to be provided under ‘Agreement Between Teton Conservation District and Chuck Butterfield

September 28, 2021

Introduction:

The District, Bridger-Teton National Forest (BTNF), and other stakeholders have developed and are operating under a Scope of Work to improve accessibility to historical BTNF range monitoring data. The overarching goals of the Scope of Work are to migrate all historical BTNF range data, collected on the North Zone of the BTNF, into the Vegetation Geographic Information System (VGS) software, and to conduct quality control of all pre-2010 range monitoring data, to ensure accuracy, in the same area.

Consultant has expertise in several aspects of the project area. Consultant has personally conducted range data collection in the area of interest, having collected field data on the transects and sites where data is to be managed. The consultant is also familiar with the methodologies utilized to collect the range data of interest and has extensive work experience and credentials in the fields of botany and range management.

Project Tasks:

The consultant’s tasks will include, but not be limited to, the following items:

1. Quality control (QC) of existing range data. This may include review of plant names utilized, and determination if the same plant is now classified with a different name, in the United States Department of Agriculture’s Plants Database. QC will consist of research, as well as creating a modified copy of records that show an update to the current correct nomenclature.
This may also include review of calculations made on existing data sheets, and corrections where warranted.
2. Entry of data into VGS database for standardized access.

October 2021 Staff Report
Draft framework of a TCD No-Till/Reduced-Till Drill Program

Research of programs and communications

Research of existing programs

- Adam Clark, NRCS on their program for residue and tillage management, reduced till implementation requirements
- Teton Soil Conservation District
- initial communication with managers of Wyoming Conservation Districts
- communications with Friends of Teton River, and Tavner Wilson

Internal communications

- Conversations with Tom Segerstrom, Morgan Graham, Nate Fuller

Recommended Program Elements and Information

Purpose

- Intent of program. Resource benefits (air, water quality, soil health, energy savings)
- Intended audience. Crop producers, restoration of disturbed lands, interseeding native plants.

Program benefits

- Cost share amounts- \$15/acre flat rate
- Duration of benefits- 3 years
- Maximum annual eligible amount - \$10,000

Description of other programs

- NRCS program offers financial support for landowners converting to no till or reduced till

Information on sources of drills

- List of who loans or leases drills, who is available for hire (conservation districts, UW Extension, private operators)

Program management

- What staff members, amount of staff time, needed to administer program
- What level of inspections, monitoring, other involvement occurs with projects

Area of interest

- Map or acreage figures will be provided, showing acres of cultivated cropland in Teton County, WY
- This helps identify scope/size of program, and to budget for future fiscal years

USDA/NRCS: National Cropland Data Layer

Acreage estimates based on 2020 Satellite Imagery + National Agricultural Statistics Service

Class_Name	Est_Acres
Alfalfa	2121
Other Hay/Non Alfalfa	1456

Barley	1411
Spring Wheat	100
Oats	9
Sod/Grass Seed	3
Fallow/Idle Cropland	2
Sugarbeets	2
Corn	2
Dry Beans	1
Triticale	1
Total	5106

Morgan Graham, GIS Wildlife Specialist

Information Items:

Program Area: Wildlife

- **Greater Sage-grouse:** Met with members of Wyoming Game and Fish Department and the statewide Sage-grouse Implementation Team to discuss the Adaptive Management response to grouse population trends, updates to the Local Working Group Charter, and recommended amendments to the Sage Grouse Executive Order.
- **Farmstead Cider:** Responded to media inquiries from Wyoming Public Media, KHOL Radio, and Jackson Hole News and Guide regarding efficacy of harvesting crab apples in reduction of human wildlife conflict.

Program Area: Vegetation

- **Restoration Summit:** Trevor Bloom of The Nature Conservancy convened a three-day conference at the National Museum of Wildlife Art (NMWA) focused on sagebrush-steppe restoration, native plants, and control of annual invasive grasses. Robb participated in the field-based workshop to install native plant plugs in experimental plots within the NMWA burn scar. Presentations that I attended focused on cultivation of native plant stock, lessons learned from restoration projects around the state, and results from a variety of efforts to suppress the spread of annual invasive grasses. Between 40 – 60 people were in attendance in person and over Zoom.
- **Native Plant Overviews:** Responded to three landowner vegetative restoration requests. Assisted two private landowners with submitting fall orders through Piney Island Natives.
- **Munger Mountain Elementary:** Along with Teton County Weed and Pest and the National Elk Refuge, co-taught 15 classroom and field-based sessions with Munger Mountain 5th graders. Students were introduced to the topic of ecosystem processes. Subsequent lessons explored and compared diversity and abundance of native plants, invasive plants, and wildlife sign at Swinging Bridge vs. the field west of their school.

Program Area: Geographic Information Systems

- **Lidar:** Highlighted 2021 lidar acquisition to Teton County Commissioners and WYDOT District 3 staff following an overview meeting on upcoming State Transportation Improvement Program projects. Projects are planned through 2026. Met with USGS staff to discuss strategies for educating non-technical audiences on benefits of lidar.
- **Jackson Hole Wildlife Foundation, Wildlife Ramps:** Generated and delivered a point density raster of moose locations near the Snake River Levee to Kurt Stout and Amy Ramage for incorporation into a United States Army Corps of Engineers application for wildlife ramps.
- **America the Beautiful Campaign:** Provided and interpreted summer and winter mule deer utilization distribution data to the US Department of Agriculture's (USDA) Working Lands for Wildlife science team via the Wyoming Migration Initiative. USDA is conducting internal analysis to identify potential conservation opportunities on working lands that are not already covered by a conservation easement or program.
- **Seed Cost-Share Program:** Worked with Robb to estimate cropland acres with potential for conversion to no-till cultivation.

Program Area: Communications

- **Morgan's Nature Notebook (MNN):** Worked with Phoebe to complete the 10th episode of MNN on the chemistry behind fall foliage. It has been viewed over 450 times across social media and YouTube.
- **Wildlife Feeding:** Worked with Phoebe and Jackson Wild Media Lab Fellows to produce a short film. Project is in fulfillment of Teton County's 2021 Partners in Conservation Grant.

Emily Smith, Natural Resources Technician

Information Items:

Program Area: Water Resources

- **Flat Creek Fall Sampling:** Carlin and I completed Flat Creek Fall Sampling on September 20th with assistance from Morgan, Phoebe and Amy Girard. Flat Creek was surveyed at eight locations ranging from South Park to the northern end of Jackson Street. Water samples were collected for water chemistry analysis conducted by the Wyoming Department of Analytical Services laboratory. Macroinvertebrate samples were collected from the stream substrate in the designated riffle and have been sent off for identification and analysis. Additionally, at each site we measured the discharge of the creek and conducted pebble counts in the riffle to help determine the characterization of the creek and riffle in that location. The sampling was conducted as a part of a long term project focusing on Flat Creek.
- **Snake River Drawdown Repeated Aerial Drone Flights:** As a part of a joint project with Trout Unlimited, a Trout Unlimited staff member out of Boise, Matt Barney, used a drone to take aerial imagery of the Snake River from 1.3 miles north of the Wilson Bridge to approximately 1.5 miles south of the bridge every day from Friday, October 1st through Tuesday the 5th. The aerial imagery will be used to digitize surface water area and to identify how the channels change over time, including channel isolation, in response to the Bureau of Reclamation emptying the Jackson Lake Dam at a fast pace. I joined Matt for his first drone flight on Friday to learn about the process, while Carlin, Morgan and I joined him for two drone flights on Monday and to observe how the river has changed since the process started on the previous Thursday.

Program Area: Land Resources

- **Small Water Project Program (SWPP):** Created a map in ArcGIS for each of the SWPP proposals that Robb, and Teton Conservation District, have received. Each map highlights the location of the proposed project in comparison to the nearest sage grouse lek and core area range, while including the specific distance from the proposed project site to each. These maps dictate whether or not additional habitat evaluation is required for the project.
- **Bridger-Teton National Forest Range Legacy Data:** I developed a ReadMe document for the Bridger-Teton National (BTNF) Forest Range Legacy Data Project, specifically in relation to the historical data sheets digitized during our visit to the Blackrock Ranger District earlier this year. The ReadMe highlights the fundamentals of the projects and what the data sheets will be used for while outlining the naming convention for digital copies of the historical data sheets. Digital copies of historical range data sheets were created for the process of entering historical data into TCD's Microsoft Access database and into the BTNF's Vegetation Geographic Information System (VGS) database.

Carlin Girard, Water Resource Specialist and Associate Director

Action Items:

Program Area: Water

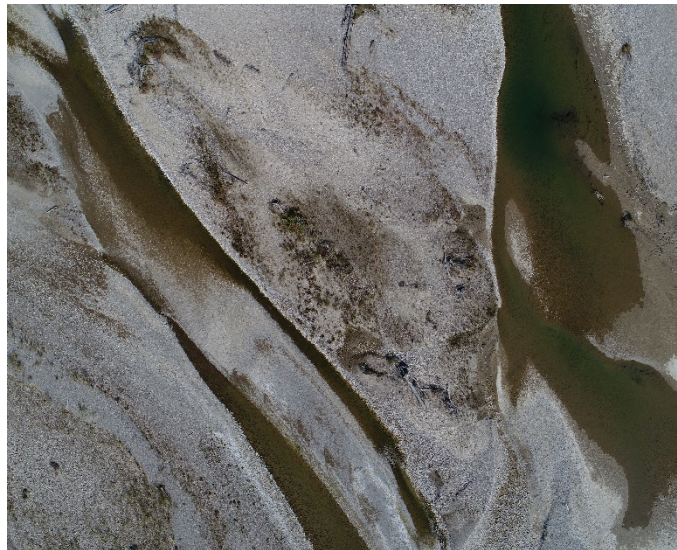
Nelson Engineering Septic Effluent Monitoring Contract Amendment: Nelson Engineering has provided an amendment to our contract to add five months of additional septic monitoring and complete the associated update to the report (see Supplemental Materials). Completing this work will cost \$51,432.00 in additional costs, which we have budgeted for, bringing the total project costs to \$260,990. At this point, we have collected one full year of data and reporting has begun. This project extension would allow for a second winter of data collection, during the time-period when leach fields typically provide the lowest level of treatment.

Recommended Motion: *Move to authorize the Board Chair to sign the ‘Third amended agreement between Teton Conservation District and Nelson Engineering for Teton County septic system effluent monitoring project.’*

Information Items:

Program Area: Water

- **Protect Our Water JH (POWJH) and the JH Clean Water Coalition (JHCWC):** The Board Chair of Protect Our Water JH, Brad Nielson, proposed that the JHCWC reduce its scope and simplify itself, becoming an internal communication mechanism between partners. This would include cessation of facilitation by LegacyWorks and elimination of the website and all other outward facing materials. They cited lack of staff availability of POWJH and confusion with their organization as primary causes. TCD has informed POWJH that it would not advocate for the change but would work constructively with the JHCWC if a majority of the members endorsed the change.
- **Snake River Dam Flow Reduction Monitoring:** Dam releases from Jackson Lake dropped around the first of October this year from roughly 4,000 cubic feet per second to 300 cubic feet per second. The releases went from above average to below average over a shorter than normal time-period. Irrigation demand and dam inspections, and more generally drought conditions were the culprit. TCD worked with Trout Unlimited to procure repeated drone flights of three miles of braided river channel throughout the drawdown. This data analysis will categorize channel change and isolation and inform future dam release scenarios. It is known that fish mortality can be severe when water levels fluctuate in the Snake River at this scale, due to channel isolation.



Program Area: Wildlife

- **Wyoming Game and Fish Department Elk Feedground Stakeholder Group:** I received a request and as Executive Director plan to participate on the Elk Feedground Stakeholder Group. Given Morgan's oversight of the Wildlife Program, I will do so in conjunction and guidance from him, as well as, the guidance in the TCD Long-Range and Strategic Plan. From a land use and wildlife perspective, I see few more important yet delicate initiatives. I look forward to discussing Board perspectives on this topic.

Program Area: Communications

- **Farm to Fork Festival:** I assisted Phoebe and Morgan by helping set up and man a booth at the Farm to Fork Festival, which was hosted by Slow Food of the Tetons. I was very impressed with the level of engagement we had and was very encouraged by the compliments that we received for the work TCD is doing in the community.
- **Teton Literacy Center Watershed Lesson:** Phoebe and I taught a lesson to first graders during a Teton Literacy Center After School Program. While it is tricky to capture the attention of first graders at 4:00pm on a school day, we had fun, made a mess, and hopefully taught them about watersheds.

Program Area: Administration

- **Water Resources Specialist Hiring:** A significant portion of my time has been spent on the general coordination required for the hiring of the new Water Resources Specialist. This has included crafting the announcement and position description, completing outreach, answering questions from applicants, reviewing applications, coordinating staff review of applicants, and setting up interviews. We received 14 applications and have interviews set up for four very strong applicants. Tom and I plan to provide the Board with the top resumes of the interviewees via email, and staff's recommendation for hiring to the October 20th, 2021 Board meeting.

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

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

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

SPECIAL NOTE ON USE OF THIS FORM

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

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

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

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

and

Nelson Engineering (“Engineer”)

This Third Amended Agreement amends certain sections of that Second Amended Agreement between Owner and Engineer dated the 22th day of January, 2021, and is restated in its entirety for convenience. This Third Amended Agreement includes five additional sampling events at three sites, and as such, revises the delivery date for the report(s) described in Section 1.01.B, the number of sampling events described in Exhibit A, Part 1, Paragraph A.105.A.1 and Part 2, Paragraph A.1, and the total compensation given in Paragraph 7.01.A.3. Appendices 1 and 2 have been updated to reflect 2021 billing rates and total compensation.

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

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

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

See Exhibit A, attached.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

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

estimated cost for the Project as set forth in paragraph 7.01 of this Agreement includes the anticipated costs for subconsultant work.

- B. Engineer shall complete a draft report three months after the twelfth septic system monitoring event and a final report one month after the final septic system monitoring event, unless an extension of time is authorized by the Owner, at its sole discretion.

2.01 *Payment Procedures*

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

3.01 *Termination*

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

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period

provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

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

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

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's subconsultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for Engineer's and Engineer's subconsultant services, and reimbursable expenses is estimated to be \$260,990, as shown in the detailed estimate in Appendix 2. Any bills for services or reimbursable expenses in excess of \$260,990 must be approved in advance, in writing, by Owner.

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

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

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


OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By:  _____

Title: Secretary _____

Date Signed: 10/11/21 _____

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

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

Address for giving notices:

P.O. Box 1070

Jackson, WY 83001

Address for giving notices:

P.O. Box 1599

Jackson, WY 83001

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A.1.01 Initial Task – Kick Off Meeting

C. Engineer shall:

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

A.1.02 Task [A] – Sampling Plan

A. Engineer shall:

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

5. Sample collection and quality control/quality assurance methods shall be accurate and consistent for each site, throughout the monthly sampling regime, for at least one year. Sample data sheet templates, sampling parameters tested, labs used, sampling equipment, blank and duplicate samples, and holding times will be detailed in the sampling plan presented to the Owner.
 6. Prior to implementation of well installation or monitoring, a detailed sampling and analysis plan covering all the items above shall be prepared and submitted to the Owner for review, concurrence and approval.
- B. Engineer's services under the "Task [A] – Sampling Plan" will be considered complete on the date when Engineer has received approval of the sampling plan from the Owner.

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

A. Engineer shall:

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

4. Collaborate with Owner to prepare a standard permission/indemnification form that will be presented to the property owners of the selected sites.
 5. Once the final leachfields are identified, collaborate with Owner to contact the property owners to assure their willingness to participate and procure written indemnification and sampling permissions.
 6. Prior to the installation of any monitoring wells or equipment, collaborate with Owners to obtain signed permissions/indemnification forms; and ensure that the original signed copy is provided to Owner.
- B. Engineer's services under the "Task [B] – Leachfield Sampling Location Identification" Phase will be considered complete on the date when Engineer has delivered to Owner the property owner signed permission/indemnification forms.

A.1.04 Task [C] – Well Installation

A. Engineer Shall:

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

A.1.05 Task [D] – Well Sampling

A. Engineer Shall:

1. Sample septic tank effluent and each well and lysimeter at all sampling locations at least 12 times, at intervals to be determined by Owner, but not more frequently than monthly, for a base period of 12 months. This Third Amended Agreement increases the original sampling period by five additional months at three sites only. Sampling will follow those methods approved in the project sampling and analysis plan. Parameters sampled and data logged will include:
 - a. Location and well number,
 - b. Field parameters (specific conductivity, pH, temperature, dissolved oxygen),
 - c. Laboratory analysis (nitrate, ammonia, phosphorous, chloride),
 - d. Pathogens (E. coli) for original 12 months only,
 - e. Groundwater depth,
 - f. Purge rate and time,
 - g. Current and recent weather conditions, and
 - h. Wastewater flow to the adsorption field since the last sampling.
 2. Samples will be packaged in coolers with ice and shipped overnight to a certified laboratory for analysis.
 3. Field sheets and lab results will be submitted to TCD after each round of sampling, in the case that results show a need for methodology adjustment to meet the project's intended outcomes.
- B. Engineer's services under the "Task [D] – Well Sampling" Phase will be considered complete on the date when Engineer has completed the sampling and monitoring.

A.1.06 Task [E] – Reporting

A. Engineer Shall:

1. Submit a final report with the final elements:
 - a. GPS locations and elevations of each monitoring well and a map showing well locations at each leachfield site,
 - b. Monitoring well completion logs,
 - c. All field data sheets,
 - d. All lab reports,
 - e. A summary of primary findings,
 - f. A comparison of empirical data to published studies, and
 - g. Recommendations for leachfield designs based on this study's findings and other published reports.
2. Submit a draft final report for Owner and other interested parties to review and comment.

3. Incorporate the comments and present the final report.
- B. Engineer's services under the "Task [E] – Reporting" Phase will be considered complete on the date when Engineer submitted the final report.

PART 2 – ADDITIONAL SERVICES

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner based on Time and Materials according to the rate schedule provided in Appendix 1.
1. Services to take further samples beyond the 12 original samples and five additional samples described in A1.05 -*Task (D) Well sampling*.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or the Project's requirements, including, but not limited to, changes in size, complexity, Owner's schedule, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 6. Furnishing services of Consultants for other than Basic Services.
 7. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Special Districts, Engineering Firms contracted by Special Districts, and other sources.
 8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
 9. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.



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

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

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

**NELSON ENGINEERING'S DISCOUNTED
STAFF CHARGE RATES AND REIMBURSABLE EXPENSES
EFFECTIVE JANUARY 2021**

EMPLOYEE	TITLE	RATE
Robert Norton	Senior Project Manager	\$173.00/hr.
Dave Dufault	Senior Project Manager	\$173.00/hr.
Phil Gyr	Senior Geotechnical Engineer	\$161.00/hr.
Matt Bowers	Senior Project Manager	\$151.00/hr.
Ty Ross	Senior Project Manager	\$151.00/hr.
Carla Hansen	Senior Structural Engineer	\$144.00/hr.
Josh Kilpatrick	Project Manager	\$139.00/hr.
Ryan Simmons	Construction Engineer/Materials Manager	\$111.00/hr.
Ansel Lee	Project Manager	\$108.00/hr.
Fritz Doster	Project Manager	\$108.00/hr.
Suzanne Lagerman	Project Engineer/Project Coordinator	\$108.00/hr.
Morgan Barry	Project Manager/Environmental Services	\$111.00/hr.
Braden Olson	Project Engineer IV	\$104.00/hr.
Nick Berling	Project Engineer III	\$88.00/hr.
Abigail King	Project Engineer III	\$90.00/hr.
Mike Campbell	Project Structural Engineer	\$92.00/hr.
Amanda Bronson	Structural Engineer	\$75.00/hr.
Tucker Mead	Staff Engineer	\$75.00/hr.
Susan Karichner	Senior Project Coordinator/CAD Technician	\$117.00/hr.
Brian Green	Senior CAD Technician	\$115.00/hr.
Andy Pruett	Senior Geologist/Materials Technician	\$111.00/hr.
James Molloy	Geologist/Materials Technician	\$77.00/hr.
Luke Rudolph	Survey Manager	\$149.00/hr.
Dustin Schmaltz	Surveyor IV	\$125.00/hr.
Wes Van Duser	Survey Technician	\$89.00/hr.
Dillon Karichner	Survey Technician	\$85.00/hr.
Turner Brett	Surveyor I	\$74.00/hr.
Taylor Cook	Planning Technician III	\$86.00/hr.
Angela Rudolph	Land Use Technician	\$85.00/hr.
Jack Harker	Engineering Technician	\$62.00/hr.
Aydon Ellis	Materials Testing Technician	\$57.00/hr.
David Stephens	IT Administrator	\$130.00/hr.
Christie Pape	Administrative Assistant	\$55.00/hr.
Levi Adams	Finance Manager	\$55.00/hr.

**NELSON ENGINEERING'S DISCOUNTED
STAFF CHARGE RATES AND REIMBURSABLE EXPENSES
EFFECTIVE JANUARY 2021**

<u>EQUIPMENT & VEHICLES</u>	<u>RATE</u>
Technical Software	\$10.00/hr.
GPS Equipment	\$50.00/hr.
Robotic Total Station	\$50.00/hr.
Survey Scanner	\$80.00/hr.
Utility Locator	\$25.00/Hr.
Rebar Locator	\$25.00/hr.
Vehicles	65¢/mile + \$4.00/hr. off road
<u>TESTING</u>	
Nuclear Density Gauge	\$25.00/hr. or \$125.00/day
Concrete Cylinder Breaks	\$25.00 each
Water Analysis	At Cost plus 10%
Asbestos Lab Sampling	See Letter Agreement
<u>COPIES/PRINTS</u>	
Black Print/Copies (Sizes up to 11x17)	\$0.20 to \$0.50/sheet
Color Prints/Copies (Sizes up to 11x17)	\$0.30 to \$1.00/sheet
Black Plots	\$0.50/square foot
Color Plots	\$2.00/square foot
Mylar Plats	\$25.00/sheet
<u>OTHER</u>	
Meals/Lodging	At Cost
Supplies	At Cost Plus 10%
Shipping	At Cost Plus 10%
Subcontractor Services	At Cost Plus 10%

COSTS AS OF SECOND AMENDMENT:

TASKS	ASSIGNED	Nelson Engineering						Alder Environmental				TOTAL COST		
		Project Manager	Engineer III	Drafter	Surveyor	Technician	Expenses	Project Manager	Consultant	Technician	Expenses			
Task [A] – Sampling Plan		\$165	\$102	\$104	\$76	\$66	\$1	\$130	\$100	\$75	\$1			
1) a proposed overarching well array design (see 'Conceptual Well Array' section below)	NE & AE	2						2	2			\$790		
2) consideration given to water use metering and irrigation water uses	NE	6										\$990		
3) well installation methods (well case material, dia., range of proposed depths, installation type)	NE & AE	2						4	4			\$1,250		
4) well sampling methods (purge requirements, equipment used)	AE							4	8			\$1,320		
5) sample collection and quality control/quality assurance methods that includes a monthly sampling regime that persists for at least one year (data sheet templates, sampling parameters tested, labs used, sampling equipment, blank and duplicate samples, holding times)	AE							4	18			\$2,320		
6) data analysis	NE & AE	10						2	6			\$2,510		
												Task [A] Total	\$9,180	
Task [B] – Leachfield Sampling Location Identification														
1) the contractor will identify at least 8 leachfields for consideration, 4 being raised leachfields and 4 being traditional leachfields	NE	6	14										\$2,418	
2) the contractor and TCD staff will review these 8 locations and pick 4 in total, 2 being raised and 2 being traditional leachfields, basing prioritization upon property boundary locations, groundwater depth and flow direction, and other site characteristics	NE & AE	6	8					5	6				\$3,056	
3) once final leachfields are identified, the contractor will procure written indemnification and sampling permissions	NE	14	34										\$5,778	
													Task [B] Total	\$11,252
Task [C] – Well Installation														
1) For portion [C] of the project, the contractor will install ground water well arrays plus septic and flow devices at the 4 locations identified in Task [B], using the methods identified in the approved sampling plan.	NE & AE	20	28		16	48	\$12,000	2	8	60	\$17,820		\$45,920	
2) Well removal/decommissioning may be required, depending on property owner preference	NE & AE	4	10			14			2	25	\$350		\$5,029	
													Task [C] Total	\$50,949
Task [D] – Well Sampling (12 sample events)														
1) location and well number Included in 2 below	AE													
2) field parameters (specific conductivity, pH, temperature, dissolved oxygen)	AE							18	116	460	\$7,440		\$55,880	
3) laboratory analysis (nitrate, ammonia, total phosphorous, chloride or other dilution parameter)	AE										\$53,107		\$53,107	
4) pathogens (E. coli) Included in 3 above	AE													
5) well depth Included in 2 above	AE													
6) purge rate Included in 2 above	AE													
7) current and recent weather conditions Included in 2 above	AE													
													Task [D] Total	\$108,987
Task [E] – Reporting														
1) GPS locations and a map showing well locations at each leachfield site	NE	1	2	8	8								\$1,809	
2) well completion logs	NE	1	2	24		14							\$3,789	
3) all field data sheets	AE							2	4				\$660	
4) all lab reports	AE							2	4				\$660	
5) a summary of primary findings	NE & AE	14	8					8	24				\$6,566	
6) a comparison of empirical data to published studies	NE	24	4										\$4,368	
7) recommendations for leachfield designs based on this study's findings and other published reports	NE	34	48	8									\$11,338	
													Task [E] Total	\$29,190
													TOTAL	\$209,558

COSTS AS OF THIRD AMENDMENT:

TASKS	ASSIGNED	Nelson Engineering						Alder Environmental				TOTAL COST	
		Project Manager	Engineer III	Drafter	Surveyor	Technician	Expenses	Project Manager	Consultant	Technician	Expenses		
Task [D3] – Well Sampling (5 additional sample events at 3 sites, Nov 21-Mar 22)		\$173	\$108	\$115	\$89	\$77	\$1	\$138	\$106	\$80	\$1		
1) location and well number Included in 2 below	AE												
2) field parameters (specific conductivity, pH, temperature, dissolved oxygen)	AE							20	180	100	\$1,875	\$31,715	
3) laboratory analysis (nitrate, ammonia, total phosphorous, chloride or other dilution parameter)	AE										\$12,125	\$12,125	
4) pathogens (E. coli) Not included	AE												
5) well depth Included in 2 above	AE												
6) purge rate Included in 2 above	AE												
7) current and recent weather conditions Included in 2 above	AE												
												Task [D] Total	\$43,840
Task [E3] – Reporting													
1) GPS locations and a map showing well locations at each leachfield site	NE												
2) well completion logs	NE												
3) all field data sheets	AE							2	2			\$488	
4) all lab reports	AE							2	2			\$488	
5) a summary of primary findings	NE & AE	2	10					2	6			\$2,338	
6) a comparison of empirical data to published studies	NE	2	10									\$1,426	
7) recommendations for leachfield designs based on this study's findings and other published reports	NE	4	20									\$2,852	
												Task [E] Total	\$7,592

CONTRACT AMENDMENT TOTAL \$51,432

CONTRACT TOTAL \$260,990

Phoebe Coburn, Communications Specialist

Action Items:

- **Flat Creek Watershed Improvement District (FCWID) Election:** The Flat Creek Watershed Improvement District Election is taking place on November 2, 2021. The TCD board needs to formally approve Canvassing Board Members and Election Judges. Canvassing Board Members meet following the election (typically the next day) to review and sign the Abstract of Election. This meeting usually only takes 10-15 minutes.

Recommended Motion: *Move to approve Roby Hurley, Bill Wotkyns, and Carlin Girard as Canvassing Board Members and Phoebe Coburn, Emily Hagedorn, and Deb Barracato as Election Judges for the November 2021 Flat Creek Watershed Improvement District election.*

Information Items:

Operations Area: Grants

- **Partners in Conservation (PIC) and Line-Item Request (LIR) Applications:** A new question regarding energy use has been drafted for the PIC/LIR Grant Application (see below). Special thanks to Nate for this great new addition to the application. After some discussion on different ways to approach this question, we came up with high-level/broad language, but are of course open to going in a different direction. Board feedback is appreciated on this or any other part of the PIC application. This is a good time of year to make changes. You can view the current version at: www.tetonconservation.org/pic-grant-application
Please discuss the carbon footprint of this project. This exercise is not intended to take more than 20 minutes and the responses will have no bearing on whether or not a project will get funding.

Operations Area: Communications

- **Morgan's Nature Notebook:** Morgan I produced an episode on fall colors, find it at: www.tetonconservation.org/fieldnotes. Direct outreach to all Teton County elementary school principals was made for this episode and we received good interest and positive feedback.
- **Events:** TCD had a table at the Farm to Fork Festival, which was successful and we had a lot of great interest and conversations with community members. Special thank you to Carlin and Morgan for their help.
- **FY 2021 Annual Report:** Printed copies of the Annual Report are available at the office. Please take as many as you'd like to give to colleagues and friends. It was also submitted to Wyoming Association of Conservation Districts and Wyoming Department of Agriculture. **In late October/early November, I will be putting together a mailing of the Annual Report to key partners: please let me know if you would like me to add anyone to this mailing list.**
- **Press Release:** Thank you to Tom, Carlin, and Steve for their quotes and input on a press release we put out regarding Tom's retirement and Carlin's new position. There were a

lot of positive messages sent on social media for both Tom and Carlin. You can read the press release at: www.tetonconservation.org/fieldnotes

Program Area: Wildlife

- **Wildlife Feeding:** I worked with Morgan, Teton County staff, and Jackson Wild Media Lab Fellows (a program of the Jackson Wildlife Film Festival, now called Jackson Wild) to produce a short film (at no cost to TCD or Teton County) as part of Teton County's 2021 Partners in Conservation Grant. The film will be good for certain audiences, but isn't ideal for our target audience. We're working on a plan to leverage the footage and make another version of the film for our target audience.

Program Area: Water

- **Flat Creek Watershed Improvement District (FCWID):** Compiled the 250 ballots for the election that went out on October 12, 2021. Thank you to Deb Barracato for compiling the mailing list, and thanks to my mom and dad for helping with stamping!
- **Teton Literacy Watersheds Lesson:** Assisted Carlin with one lesson and taught one lesson to K-3rd graders on watersheds.
- **Flat Creek Sampling:** Assisted Carlin and Emily S. in the field with Flat Creek sampling.

Program Area: Vegetation

- **Wildfire Risk Reduction Program:** Assisted Robb with rewriting the Wildfire Risk Reduction Program guidelines to help improve participant understanding of the program.

Operations Area: Administration

- **Hiring:** Assisted Carlin and Tom editing the Water Resources Specialist position description and participated in candidate interviews.

Tom Segerstrom, Executive Director

Action Items:

- **State Holidays:** Staff has once again asked the board to consider transferring the Veteran's Day Holiday which is Thursday November 11, 2021, to the Friday following Thanksgiving, which is November 26, 2021. The board has enabled this change in past years.
Recommended Motion: *Move to transfer the Veterans Day Holiday on November 11, 2021 to Friday November 26, 2021, enabling TCD staff to peacefully honor and commemorate veterans and members of the armed services with their families over the Thanksgiving weekend.*

Information Items:

Operations Area: Administration

- **Staff Succession:** The Water Resource Specialist position was advertised and interviews by staff are being conducted during the week of October 11, 2021. A hiring recommendation will be made to the board in Executive Session for board confirmation. Carlin Girard will be joining the executive session as well to discuss the Executive Director's benefit package confirmation.
- **Wyoming Natural Resource Foundation:** Raffle tickets for a John Deere "540E Gator" and a Stihl MS 362 chainsaw are on sale for \$25 each, tax deductible. Please see Tom.
- **Forest Service Land Purchase:** The Forest Service has asked for a letter of support regarding their request for federal Land and Water Conservation funding to purchase three parcels. The State Trust Parcel on Cache Creek and a Wyoming Game and Fish Parcel on Flat Creek are the first two. Recently TCD provided a letter of support for funding to purchase these two parcels (See Supplemental Materials), but the Forest did not receive funding. As a result, the Forest Service is now requesting a TCD letter of continuing support. In addition, the Forest is requesting funding for a third parcel to purchase. It is the inholding of private property on Ross Plateau south of the Town of Jackson (See Supplemental Materials). Board input is requested because this latter parcel involves the willing transfer of private land to federal land, which WACD has provided guidance policies as follows:

WACD Policy #24: NO NET LOSS - WACD strongly supports the no net loss of private lands. (Adopted 2001, Sunset 3001)

WACD Policy #31: LAND EXCHANGES - WACD encourages individual districts to participate in any assessment and analyses of socio and economic and environmental impacts of proposed government land exchanges and purchases and participate fully in any statutory processes and recommends the following guidelines for individual conservation districts to consider when asked to review a specific land exchange and to make recommendations:

1. Any land tenure adjustment by a federal or state agency should be conditioned on no net loss of private land or private property rights and should fully compensate the landowner for the value of the property interest, including investment-backed expectations, and compensate local governments for the lost property tax revenue.

2. Voluntary land exchanges between the state and federal government and private landowners should be used to adjust property lines, improve access, and land management, and improve land use efficiency.
3. Local, state, and federal land agencies should not acquire any private lands or rights in private lands within the County without first ensuring that the proposed acquisition meets the local government land use plans, programs, and policies.
4. The design and development of all federal and state land dispositions and acquisitions, including land adjustments by sale or exchange, should be carried out for the benefit of the residents of the respective districts and counties affected AND by following a policy of coordination, consultation, cooperation with respective conservation districts and counties and achieve consistency with local land use plans.
5. Local, state, and federal government entities should investigate and attempt to increase local economic development within the County and ensure that the citizens of the County suffer no adverse aggregate economic impacts from land ownership adjustments.
6. When federal and state land agencies propose land exchanges and purchases that will result in changes in land use, they will prepare impact studies on the proposed change and adopt mitigation measures in coordination with the District. Impact studies should address community stability (socioeconomics), local custom and culture, grazing rights, rangeland resources, water rights, flood prone areas, access, and other identified concerns of the County.
7. Any additional property acquisition by the Wyoming Game and Fish Department and State Lands & Investments or the U.S. Fish and Wildlife Service should be carefully examined to ensure that it does not injure the local agriculture industry and each district should receive timely notification regarding any wildlife planning and/or management actions within each County in Wyoming by the Wyoming Game and Fish Department or the U.S. Fish and Wildlife Service.
8. To effectively protect the interests of the conservation district, each district should:
 - a. Request the opportunity to investigate and evaluate all proposed land ownership changes between private owners and state or federal government entities to determine if the proposal is in the best interest of the county and the conservation district.
 - b. Request that local, federal and state government agencies work with each other in implementing proposed land use planning activities through the principles of coordination, consultation, and cooperation with the District and consistency with local land use plans.
 - c. Request the opportunity to make recommendations or proposed public or private land withdrawals for hazardous and nonhazardous waste storage, as well as the types of such waste through the principles of coordination, consultation, and cooperation with the District and consistency with local land use plans.
9. Land exchanges may affect land and interests in multiple counties and the Wyoming Association of Conservation Districts should convey the position of affected districts to the

Wyoming Delegation through the appropriate processes and channels and at the appropriate time. (Adopted 2005, Sunset 2021)

WACD Policy #36: NO NET LOSS OF PRIVATE LANDS - WACD supports no net loss of private lands in any Wyoming County. (Adopted 2007, Sunset 2022)

Program Area: Land

- **Planning and Development, Fencing Regulations:** The County Commissioners postponed decision-making about Planning Commission discussions on regulations on decorative fencing. TCD retained Christine Paige, author of *A Wyoming Landowners Handbook to Fences and Wildlife*, to inform both the Planning Commission and the County Commissioners in October 2021.

Program Area: Sustainability

- **Carbon Metrics in TCD Grants:** Phoebe and I decided to keep the grant inquiry regarding energy and carbon footprint very simple to begin with this year. The question will ask the applicant what considerations they made in their proposal regarding energy conservation. Further refinement is possible looking forward.
- **Yellowstone-Teton Clean Cities (YTCC):** YTCC awarded TCD with the Green Fleet Award for 2021, which was presented virtually at the virtual Clean Cities Regional Stakeholder's Meeting on October 7, 2021.



**Teton
Conservation
District
Est. 1946**

Patricia O'Connor, Forest Supervisor
P.O. Box 1888
Jackson, WY 83001
Sent via email

November 13, 2020

Dear Supervisor O'Connor,

Teton Conservation District (TCD) is providing the following letter of support for your pursuit of Land and Water Conservation Funds for the acquisition of two State of Wyoming owned parcels in Teton County, Wyoming. The relinquishment of State lands in Wyoming requires a thoughtful assessment. TCD believes that transfer of two parcels, T41N, R116 W, Sec. 36 (640 ac. Cache Creek) and T42N, R115W, Sec. 25 & 26 (231 ac. G&F-Flat Creek), to U.S. Forest Service ownership is appropriate given that they abut Forest Service and Department of Interior lands.

This potential acquisition would provide financial benefits to Wyoming's school system and wildlife management agencies, during a time when revenues are greatly needed. Both the parcels hold Wyoming Game and Fish Department designated Crucial wildlife habitat and portions are federally designated as Wilderness.

A recent inquiry by the Wyoming Office of State Lands and Investments garnered no conflicting proposals for potential development or land use changes from the public. Currently, there is little recognition by the general public that the parcels are not under U.S. Forest Service ownership. This results in a lack of recognition for the specific rules that apply to these lands and the complex regulatory framework that applies to the immediate vicinity, such as: winter closures, roadless and wilderness designations on U.S. Forest Service land, and specific human uses allowed on the National Elk Refuge. All of these factors are intertwined with the intense public recreational pressures applied due the proximity of Jackson, Wyoming.

The ability to manage wildlife, habitat, and human uses is facilitated by continuity of land ownership. The transfer of the proposed Wyoming-owned parcels would be of mutual benefit for the state and federal agencies, wildlife, and habitat that occupy these parcels, as well as the public's appropriate use of these open spaces.

Thank you for the opportunity to provide this letter of support for the prioritization of the proposed land acquisition using Land and Water Conservation Funds.

Steve McDonald
Board Chairman
Teton Conservation District

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

307-733-2110
www.tetonconservation.org
info@tetonconservation.org

Tom Segerstrom

From: Michael <lionschrotz@bresnan.net>
Sent: Monday, October 4, 2021 11:03 AM
To: Tom Segerstrom; Michael
Subject: Bridger-Teton Lands - Letter of Support
Attachments: lands_FY23_LWCF_map_Vicinity_08_12_21.pdf; lands_FY23_LWCF_map_Ross_Plateau_08_16_21.pdf

Tom:

Thank for returning my call and for your interest in asking your Board to provide a Letter of Support for Land and Water Conservation funding proposal being made by the Bridger-Teton National Forest.

As we discussed, the Forest is reapplying for funding for WY, State Trust Land – Cache Creek parcel (640 ac.) and WY, Game & Fish – Flat Creek parcel (321 ac.). Your Board provided a letter, dated Nov. 13, 2020, supporting these two parcels in FY22. The Forest did not receive FY22 funding, so the Forest will try again for FY23 funding.

In order to make it easy for your Board, a simple statement that the Board continues to support acquisition of the two state parcels would suffice.

The new addition to FY23 is the Ross plateau. This is a privately owned parcel of approx.. 160 ac. located at T. 39 N., R. 116 W, Sections 11 & 14. It is a private inholding surrounded by national forest located approx.. 8 miles south of Jackson. The parcel is comprised mostly of agricultural grasses that appears to have been harvested, and a small gravel pit. The parcel is accessed by a gravel road constructed for gravel removal purposes.

- The Ross Plateau is an elevated parcel of flat land approximately ¼ mile from the Snake River.
- The vegetation is primarily non-native grass, mostly devoid of tree cover. It is immediately adjacent to intact aspen, conifer and sagebrush communities which provide important Elk and Mule deer habitat. The parcel is entirely within Elk Crucial Winter Range and Mule Deer Crucial Winter/yearlong habitat. The area is a high-value area for elk and deer hunters.
- An active Bald Eagle nest is present on USFS ground immediately adjacent to the property line. This nest has produced bald eagle chicks over the last 10 or more years, including 2021. The adjacent George's Canyon contains Goshawk Primary Nesting Habitat.
- The parcel is within the occupied range of Grizzly Bears, currently listed as threatened.
- The parcel contains a pond of approximately 2 acres that may contribute to amphibian persistence. R4 Sensitive Species Western toads are documented to be present along the Snake River corridor. The common Boreal Chorus Frog has been documented in the area and most likely inhabits this pond as well. It is unknown if the Sensitive species Columbia Spotted Frogs or Tiger Salamanders occupy this pond; surveys are warranted.
- Moist and wet meadows provide specialized habitat for migratory birds: Willow flycatcher, MacGillvay's warblers, and Calliope hummingbirds.
- Acquisition of the parcel would secure additional upland habitat for wildlife and T&ES species.
- Ross Plateau parcel is within general forested zone. The land is in one Class 1 watershed, moderately functioning, and could use restoration; existing small gravel pit on the parcel, residential development, major highway construction and earth movement underway nearby below the parcel elevation.
- Restoration of the on-site gravel pit and nearby highway construction would promote a more climate resilient landscape and retain water on landscape later in the year. Adjacent residential development has increased impervious surface runoff and that will not subside. This parcel would serve to mitigate development impacts.

Please address your letter to:

Patricia M. O'Connor
Forest Supervisor
P.O. Box 1888
Jackson, WY 83001

or by email to:

poconnor@fs.fed.us

please include a cc to me at:

<lionschrotz@bresnan.net>

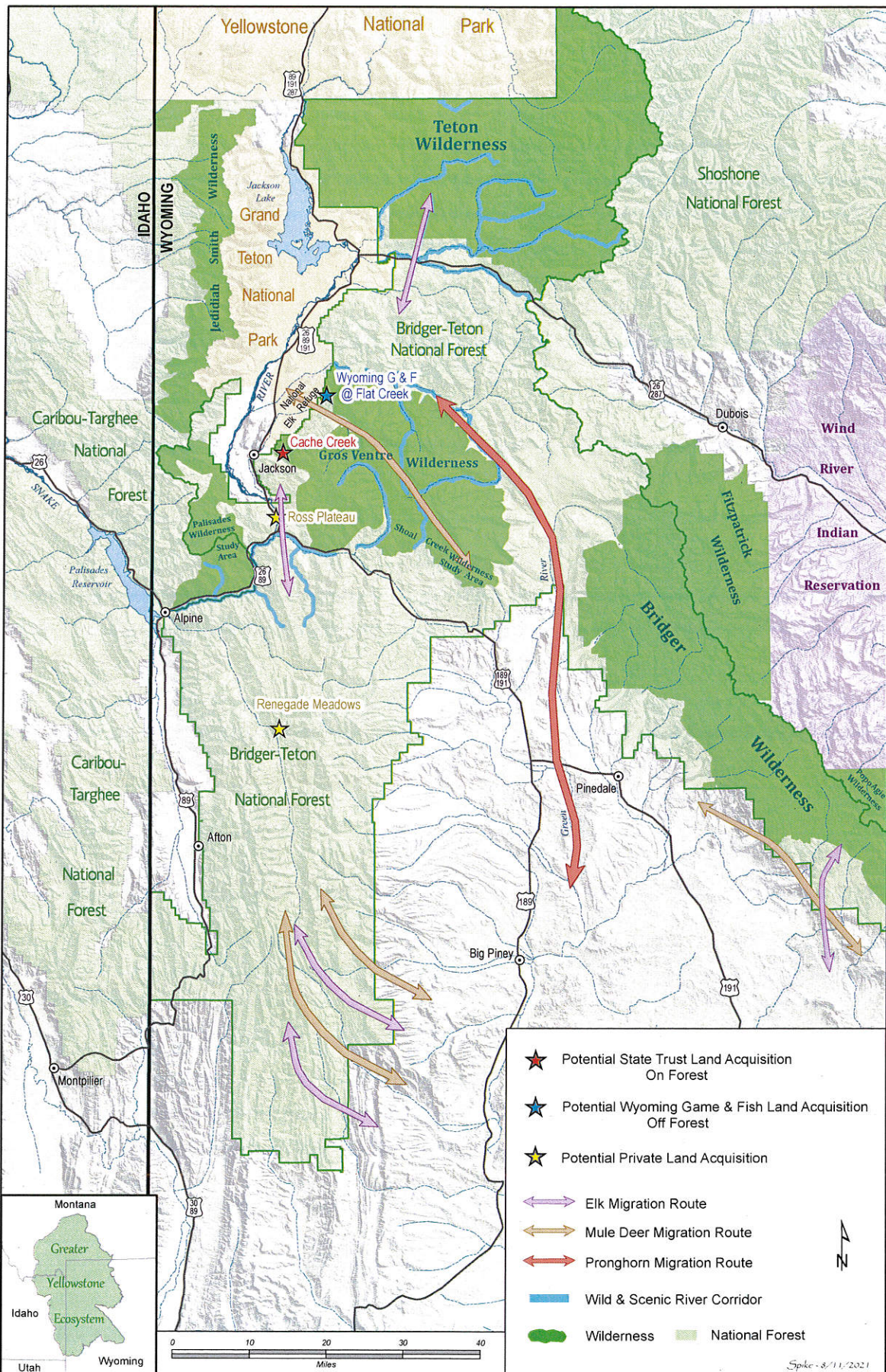
...just so I can track it and make certain your letter does not get "lost"

Questions.....give me a buzz at 734.8226.

Thanx!

michael

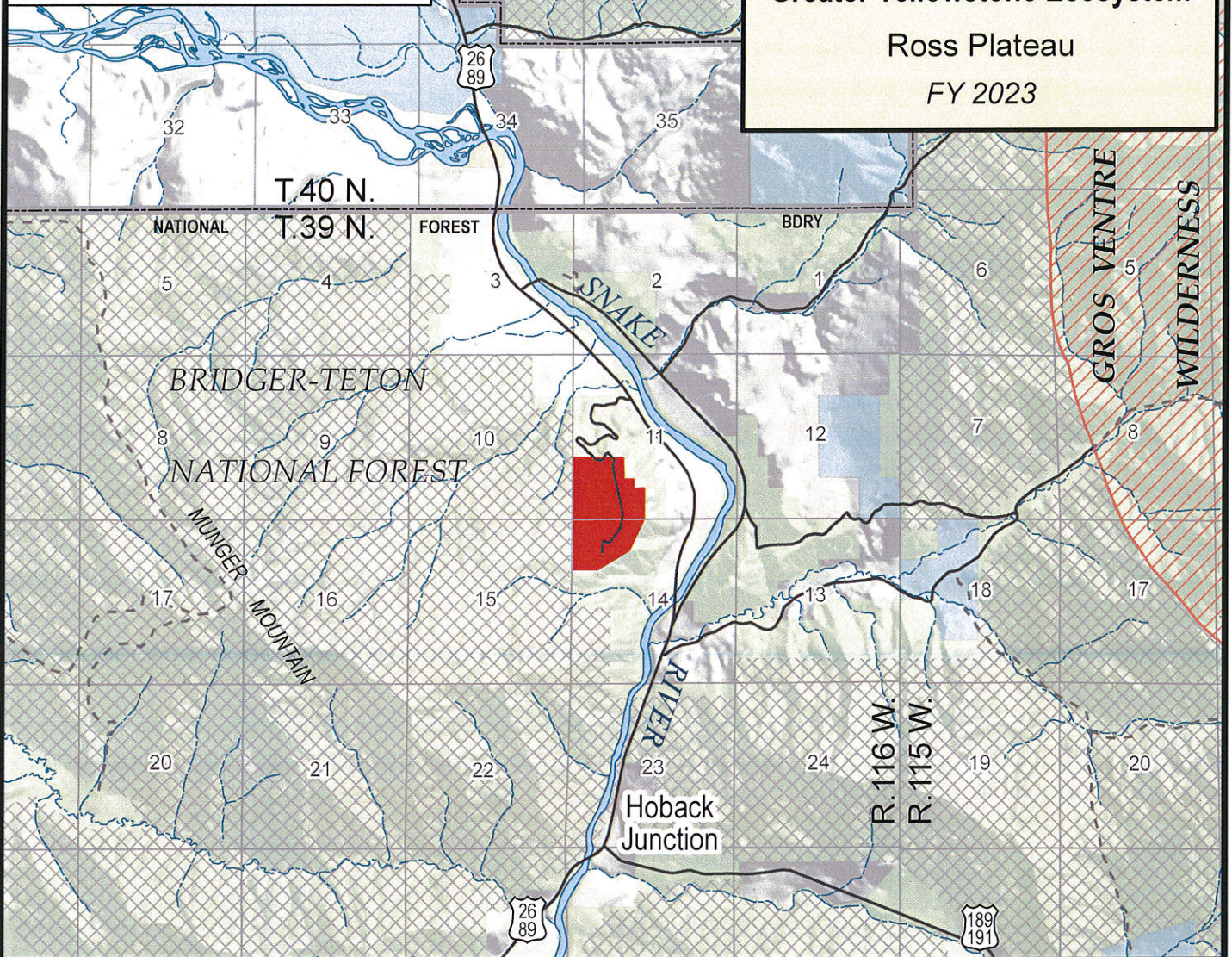
FY 2023 LWCF Greater Yellowstone Ecosystem Vicinity Map



Watershed Condition Classification:
Porcupine Creek-Snake River - Class 1

Land Protection Core Nomination Greater Yellowstone Ecosystem

Ross Plateau
FY 2023



Vicinity Map

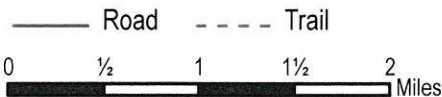


References

Data acquired from a variety of sources of differing accuracy, precision, and reliability. Features represented by these data may not represent accurate geographic locations.

Legend

- Proposed Acquisition
- Wilderness Area
- Inventoried Roadless Area
- National Forest System Land
- State Trust Land
- Private Ownership



Map Updated: 8/16/2021

Ross Plateau

Land and Water Conservation Fund Act of 1965

160 acres more or less
located within a portion of Sections 11 & 14,
Township 39 North, Range 116 West,
Sixth Principal Meridian

U.S. Forest Service - Intermountain Region
Bridger-Teton National Forest
State of Wyoming U.S. Congressional at Large

*Copies of this map are available for public
inspection in the Office of the Regional Forester,
Intermountain Region, Ogden, Utah.*

Disclaimer

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