



**Teton  
Conservation  
District  
Est. 1946**

## December 14, 2022 Board Meeting Table of Contents

**The Teton Conservation District (TCD) Board Meeting at 1:00 p.m. will be preceded by the TCD-Flat Creek Water Improvement District (FCWID) Quarterly Meeting from 12:00-1:00 p.m. at TCD. A TCD board quorum is required.**

### *Flat Creek Watershed Improvement District/TCD Quarterly Meeting*

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TCD & FCWID JOINT QUARTERLY BOARD MEETING  
Wednesday, December 14, 2022 @ 12 p.m.  
Teton Conservation District Office  
420 West Pearl Avenue, Jackson, WY 83001

Agenda

Meeting Members:

**TCD BOARD OF SUPERVISORS:** Steve McDonald (*Chair*), Dave Adams (*Vice-Chair and Treasurer*), Roby Hurley (*Secretary*), Nate Fuller (*Supervisor*), Bob Lucas (*Supervisor*), and Cate Watsabaugh (*Supervisor elect*); Associate board members: Elizabeth Barczynski, Bob Weiss, and Tom Breen.

**FCWID BOARD OF DIRECTORS AND STAFF:** Sandy Buckstaff (*Chair*), James Metcalf (*Secretary*), Mark Giger (*Treasurer*), James Mathieu (*Director*), and Johnny Ziem (*Director*). Staff: Raylene McCalman (*Administrative Manager*).

**TCD STAFF:** Carlin Girard (*Executive Director*), Emily Hagedorn-Wegher (*Administrative Manager*), Phoebe Coburn (*Communications Specialist*), and David Lee (*Water Resources Specialist*).

- I. **Call to Order.**
- II. **Joint Minutes.**
  - A. Approval of September 21, 2022 TCD & FCWID Joint Quarterly Board Meeting Minutes – *FCWID Chair Sandy Buckstaff.*
- III. **Introductions and Comments from the Public.**
- IV. **Board Reports.**
  - A. **FCWID Treasurer’s Report – FCWID Treasurer, Mark Giger.**
    1. Bank reconciliation reports.
    2. Balance sheet and P&L.
  - B. **FCWID Secretary’s Report – FCWID Secretary, James Metcalf**
  - C. **FCWID Quarterly Progress Report – FCWID Chairman, Sandy Buckstaff.**
- V. **Staff Reports.**
- VI. **New Business/Discussion Items.**
  - A. WY Office of Homeland Security BRIC Grant Application.
- VII. **Old Business.**
  - A. Other.
- VIII. **Executive Session.**
- IX. **Adjournment.**

**TCD & FCWID JOINT QUARTERLY BOARD MEETING**  
**Wednesday, September 21, 2022 @ 12:00 p.m.**  
**On-site Field Meeting, Flat Creek Condominiums/Garaman Park, Jackson, WY**

**Minutes**

**Meeting Attendance:**

**TCD BOARD OF SUPERVISORS:** Steve McDonald (*Chair*), Dave Adams (*Vice-Chair and Treasurer*), and Roby Hurley (*Secretary*).

**FCWID BOARD OF DIRECTORS AND STAFF:** Sandy Buckstaff (*Chair and Acting Secretary*).

**TCD STAFF:** Carlin Girard (*Executive Director*), Emily Hagedorn-Wegher (*Administrative Manager*), and David Lee (*Water Resources Specialist*).

**I. Call to order.** 12:03 p.m. by Sandy Buckstaff. No FCWID Quorum.

**II. Joint Minutes.**

A. Approval of March 16, 2022 and June 15, 2022 TCD & FCWID Joint Quarterly Board Meeting Minutes – *FCWID Chair Sandy Buckstaff*.

MOTION BY: Dave Adams.

SECONDED: Steve McDonald.

DISCUSSION: A typo was noted at section c, iii, line #11 (\$400,00): missing the final 0 in the June 15<sup>th</sup> meeting minutes. (NOTE: final minutes have been edited to correct this error).

RESULT: Minutes approved 3/0.

**III. Introductions and Comments from the Public.** None present.

**IV. Board Reports.**

A. FCWID Quarterly Progress Report – *FCWID Chair, Sandy Buckstaff*.

**V. Staff Reports.** None.

**VI. New Business/Discussion Items.**

A. WY Office of Homeland Security BRIC Grant Application. Status update provided by Sandy Buckstaff.

B. Flat Creek Condominiums Bank Stabilization. Site observed. Intended actions (e.g., permitting, bank restoration to original contours, installation of rip-rap protection) discussed.

**VII. Old Business.** None.

**VIII. Executive Session.** None.

**IX. Adjournment.** 12:23 pm.

MOTION BY: Dave Adams.

SECONDED: Roby Hurley.

RESULT: Motion carries 1/0 by FCWID board and 3/0 by TCD board.

# BOARD REPORTS



P.O. Box 241826  
Omaha, NE 68124

RETURN SERVICE REQUESTED

FLAT CREEK WATERSHED  
IMPROVEMENT DISTRICT  
PO BOX 2037  
JACKSON WY 83001-2037

## Statement Ending 11/30/2022

FLAT CREEK WATERSHED

Page 1 of 4

Account Number: XXXXXXXXXXXX2496

### Managing Your Accounts



Client Contact  
Center

855-342-3400



Website

firstinterstate.com

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### Summary of Accounts



Account Type	Account Number	Ending Balance
CLASSIC BUSINESS CHECKING	XXXXXXXXXXXX2496	\$30,867.43

## CLASSIC BUSINESS CHECKING-XXXXXXXXXXXX2496

### Account Summary

Date	Description	Amount
11/01/2022	<b>Beginning Balance</b>	<b>\$31,986.97</b>
	1 Credit(s) This Period	\$6,960.00
	6 Debit(s) This Period	\$8,079.54
11/30/2022	<b>Ending Balance</b>	<b>\$30,867.43</b>

### Account Activity

Post Date	Description	Debits	Credits	Balance
11/01/2022	<b>Beginning Balance</b>			<b>\$31,986.97</b>
11/04/2022	CHECK # 5047	\$100.00		\$31,886.97
11/14/2022	PAYMENTS TETON COUNTY TRE PROPERTY TAX DISBURSEMENT		\$6,960.00	\$38,846.97
11/15/2022	MISCELLANEOUS DEBIT	\$105.54		\$38,741.43
11/18/2022	L&L PC ONLINE PMT CKFXXXXX3261POS	\$1,706.25		\$37,035.18
11/18/2022	RAYLENE MCCALMAN ONLINE PMT CKFXXXXX3261POS	\$2,237.50		\$34,797.68
11/18/2022	ALDER ENVIRONMEN ONLINE PMT CKFXXXXX3261POS	\$3,920.30		\$30,877.38
11/23/2022	ONLINE BILL PMT BILLINGFEE CKFXXXXX3261POS	\$9.95		\$30,867.43
11/30/2022	<b>Ending Balance</b>			<b>\$30,867.43</b>

### Checks Cleared

Check Nbr	Date	Amount
5047	11/04/2022	\$100.00

\* Indicates skipped check number

### Daily Balances

Date	Amount	Date	Amount	Date	Amount
11/04/2022	\$31,886.97	11/15/2022	\$38,741.43	11/23/2022	\$30,867.43
11/14/2022	\$38,846.97	11/18/2022	\$30,877.38		

### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
<b>Total Overdraft Fees</b>	\$0.00	\$0.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00

ISN:	Date: 11/15/2022
092901683	Start Time: 4 16 21
Branch: 4319	Amount: 105.54
Teller: 2	Account Number: 1
	L.A. Debit
	Withdrawal
Comments:	
RT 092901683	TC

#0000                      11/15/2022                      \$105.54

Account: FCWID                      \$100.00

Please Direct Any Questions To  
 (800) 249-1008  
 Check Call Payment Processing Center

000006047  
 October 24, 2022

Pay: ONE HUNDRED AND 00/100                      DOLLARS

TO THE ORDER OF: ASSET SERVICES COMPANY INC  
 700 BROAD ST  
 WILSON WY 83014-1518

100.00

Valid After 180 DAYS  
 Signature On File  
 This check has been authorized  
 by your depository

⑈00E047⑈ ⑈092901683⑈ ⑈012496⑈

#5047                      11/04/2022                      \$100.00

Flat Creek WID

Operating Account, Period Ending 11/30/2022

RECONCILIATION REPORT

Reconciled on: 12/06/2022

Reconciled by: assetsservicing@gmail.com null

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance .....	31,986.97
Checks and payments cleared (6) .....	-8,079.54
Deposits and other credits cleared (1) .....	6,960.00
Statement ending balance .....	<u>30,867.43</u>
Register balance as of 11/30/2022 .....	30,867.43

Details

Checks and payments cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/13/2022	Expense	5047	Johnson & May LLC	-100.00
11/15/2022	Expense	AWT	MasterCard	-105.54
11/18/2022	Expense	AWT	Alder Environmental	-3,920.30
11/18/2022	Expense	AWT	Linsenmann & Linsenmann	-1,706.25
11/18/2022	Expense	AWT	Raylene McCalman	-2,237.50
11/23/2022	Expense	AWT	First Interstate Bank	-9.95
<b>Total</b>				<b>-8,079.54</b>

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/14/2022	Deposit		Teton County Treasurer	6,960.00
<b>Total</b>				<b>6,960.00</b>





P.O. Box 241826  
Omaha, NE 68124

# Statement Ending 11/30/2022

FLAT CREEK WATERSHED

Page 1 of 4

Account Number: XXXXXXXXXXXX3951

RETURN SERVICE REQUESTED

FLAT CREEK WATERSHED  
IMPROVEMENT DISTRICT  
RESERVE ACCOUNT  
PO BOX 2037  
JACKSON WY 83001-2037

## Managing Your Accounts



Client Contact Center 855-342-3400



Website firstinterstate.com

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## Summary of Accounts



Account Type	Account Number	Ending Balance
CLASSIC BUSINESS CHECKING	XXXXXXXXXXXX3951	\$83,108.00

**CLASSIC BUSINESS CHECKING-XXXXXXXXXXXX3951**

**Account Summary**

Date	Description	Amount
11/01/2022	<b>Beginning Balance</b>	<b>\$83,108.00</b>
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
11/30/2022	<b>Ending Balance</b>	<b>\$83,108.00</b>

**Account Activity**

Post Date	Description	Debits	Credits	Balance
11/01/2022	<b>Beginning Balance</b>			<b>\$83,108.00</b>
	No activity this statement period			
11/30/2022	<b>Ending Balance</b>			<b>\$83,108.00</b>

**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
<b>Total Overdraft Fees</b>	\$0.00	\$0.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00

Flat Creek WID

Reserve Account, Period Ending 11/30/2022

RECONCILIATION REPORT

Reconciled on: 12/06/2022

Reconciled by: asset servicing@gmail.com null

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	83,108.00
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>83,108.00</u>
Register balance as of 11/30/2022.....	83,108.00



SINCLAIR BUCKSTAFF JR  
FLAT CREEK WID

Account Number: #### #### #### 8094  
Closing Date: 11/21/22  
Credit Limit: \$1,500.00  
Available Credit: \$1,399.41  
Cash Advance Limit: \$0.00  
Cash Advance Available: \$0.00

Account Inquiries

Customer Service: 1-866-317-0355  
Lost/Stolen Card: 1-866-839-3485  
International, Call Collect: 727-570-4881

Please Direct Written Inquiries to:  
Customer Service  
PO BOX 30495  
TAMPA FL 33630-3495

To view or pay your account on-line:  
www.ezcardinfo.com

Account Summary

Previous Balance	\$	388.29
Purchases	+	100.59
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	388.29
Other Debits	+	0.00
Finance Charges	+	0.00
<b>NEW BALANCE</b>	<b>\$</b>	<b>100.59</b>

Payment Information



Total Minimum Payment Due \$20.00  
Payment Due Date 12/16/22

Minimum Payment \$ 20.00

Mail Payments to: MASTERCARD PO BOX 35138 SEATTLE WA 98124-5138

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/05	11/06	PPLN01	82305092309000016089075	ZOOM US 888-799-9666 SAN JOSE CA	15.59
11/04	11/06	PPLN01	55432862308208536851309	INTUIT *QBooks Online CL INTUIT COM CA	85.00
<b>Payments, Adjustments and Others</b>					
10/25	10/26		L1026202200170008	PAYMENT - THANK YOU	\$ 282.75 -
11/15	11/16		L1116202200770002	PAYMENT - THANK YOU	105.54 -

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.EZCARDINFO.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO.COM. ENROLL TODAY!

Plan Level Information

Plan Name	Plan Description	FCM *	Previous Balance	Average Daily Balance	Periodic Rate **	Corresponding APR	Finance Charges	Fees/Finance Charge	Effective APR	Ending Balance
<b>Purchases</b>										
PPLN01 001	PURCHASE	G	\$388.29	\$0.00	1.43750% (M)	17.2500% (V)	\$0.00	\$0.00	0.0000%	\$100.59
<b>Cash</b>										
CPLN01 001	CASH	A	\$0.00	\$0.00	2.27083% (M)	27.2500% (V)	\$0.00	\$0.00	0.0000%	\$0.00
			<b>Total</b>	<b>\$388.29</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0000%</b>	<b>\$100.59</b>
Days In Billing Cycle: 29						APR = Annual Percentage Rate				
*See last page for explanation of Finance Charge Method (FCM)						** Periodic Rate (M)=Monthly (D)=Daily				
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.										

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

FIRST INTERSTATE BANK  
PO BOX 30918  
BILLINGS MT 59116-0918



Account Number

#### #### #### 8094

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
11/21/22	\$100.59	\$20.00	12/16/22

\$

SINCLAIR BUCKSTAFF JR  
FLAT CREEK WID  
PO BOX 2037  
JACKSON WY 83001-2037



4574

MAKE CHECK PAYABLE TO:



MASTERCARD  
PO BOX 35138  
SEATTLE WA 98124-5138



**Flat Creek WID**  
**Profit & Loss/FYTD Actual Vs. Budget Comparison**  
**FY 2022-2023**

	Actual Nov	Actual July - Nov	Budget July - June	Comparison Difference F/(U)
<b>Income</b>				
Emergency Flood Mitgation Funds - TOJ	-	-	15,000.00	(15,000.00)
Member Tax Assessment	6,960.00	10,213.22	42,960.00	(32,746.78)
Project Grants & Pass Thru	-	-	10,000.00	(10,000.00)
Project Grants & Pass Thru - Wintertime Monitoring	-	-	9,000.00	(9,000.00)
Unrestricted Income		12,000.00	12,000.00	-
<b>Total Income</b>	<b>\$ 6,960.00</b>	<b>\$ 22,213.22</b>	<b>\$ 88,960.00</b>	<b>(66,746.78)</b>
<b>Gross Profit</b>	<b>\$ 6,960.00</b>	<b>\$ 22,213.22</b>	<b>\$ 88,960.00</b>	<b>(66,746.78)</b>
<b>Expenses</b>				
<b>Administration</b>				
Accounting	1,791.25	2,441.25	4,100.00	1,658.75
Advertising		202.60	2,750.00	2,547.40
Bank Fee	14.90	74.60	-	(74.60)
Contract Labor	2,237.50	8,975.00	15,000.00	6,025.00
Legal	-	-	5,000.00	5,000.00
Liability Insurance & Bonds	-	-	4,650.00	4,650.00
Miscellaneous	-	-	-	-
Office Supplies	15.59	310.77	500.00	189.23
<b>Total Administration</b>	<b>\$ 4,059.24</b>	<b>\$ 12,004.22</b>	<b>\$ 32,000.00</b>	<b>19,995.78</b>
<b>Operations</b>				
Consultant/Contractor Fees	3,920.30	4,635.30	6,000.00	1,364.70
Emergency Flood Mitigation - TOJ	-	-	-	-
Emergency Flood Response	-	-	-	-
Emergency Reserve	-	-	78,110.00	78,110.00
Media/Outreach	-	-	500.00	500.00
Signage	-	-	2,500.00	2,500.00
Thaw Well Power	-	-	1,000.00	1,000.00
<b>Total Operations</b>	<b>\$ 3,920.30</b>	<b>\$ 4,635.30</b>	<b>\$ 88,110.00</b>	<b>83,474.70</b>
<b>Projects</b>				
Flood Control/Mitigation	-	-	23,000.00	23,000.00
Wintertime Monitoring	-	-	15,000.00	15,000.00
<b>Total Projects</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 38,000.00</b>	<b>\$ 38,000.00</b>
<b>Total Expenses</b>	<b>\$ 7,979.54</b>	<b>\$ 16,639.52</b>	<b>\$ 158,110.00</b>	<b>\$ 141,470.48</b>
<b>Net Operating Income</b>	<b>\$ (1,019.54)</b>	<b>\$ 5,573.70</b>	<b>\$ (69,150.00)</b>	<b>\$ 74,723.70</b>
<b>Net Income</b>	<b>\$ (1,019.54)</b>	<b>\$ 5,573.70</b>	<b>\$ (69,150.00)</b>	<b>\$ 74,723.70</b>

Tuesday, December 06, 2022 - Cash Basis

**Flat Creek WID**  
**Profit and Loss by Job**  
July 2022 - November 2022

	Dogwood Drive Access Improvement	810 West Thaw Well	Creekside Village/Elk Run Thaw Well	Flat Creek Condos Bank Stabilization	TOTAL
<b>Income</b>					
Emergency Flood Mitigation Funds - TOJ	-	-	-	-	-
Member Tax Assessment	-	-	-	-	-
Project Grants & Pass Thru	-	-	-	-	-
Project Grants & Pass Thru - Wintertime Monitoring	-	-	-	-	-
Unrestricted Income	-	-	-	-	-
<b>Total Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Gross Profit</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Expenses</b>					
<b>Administration</b>					
Accounting	-	-	-	-	-
Advertising	-	-	-	-	-
Bank Fee	-	-	-	-	-
Contract Labor	-	-	-	-	-
Legal	-	-	-	-	-
Liability Insurance & Bonds	-	-	-	-	-
Office Supplies	-	-	-	-	-
<b>Total Administration</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Operations</b>					
Consultant/Contractor Fees	-	-	-	-	-
Emergency Reserve	-	-	-	-	-
Emergency Flood Mitigation - TOJ	-	-	-	-	-
Media/Outreach	-	-	-	-	-
Signage	-	-	-	-	-
Thaw Well Power	-	-	-	-	-
<b>Total Operations</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Projects</b>					
Dogwood Drive Access Improvement	-	-	-	-	-
Flood Control/Mitigation	-	-	-	-	-
Wintertime Monitoring	-	-	-	-	-
<b>Total Projects</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Expenses</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Net Operating Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Net Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

Tuesday, December 06, 2022 - Cash Basis

# Flat Creek WID Balance Sheet

As of November 30, 2022

	Oct 31, 2022	Nov 30, 2022	Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Bank Accounts</b>			
Operating Account	31,886.97	30,867.43	(1,019.54)
Reserve Account	83,108.00	83,108.00	-
<b>Total Bank Accounts</b>	<b>\$ 114,994.97</b>	<b>\$ 113,975.43</b>	<b>\$ (1,019.54)</b>
<b>Total Current Assets</b>	<b>\$ 114,994.97</b>	<b>\$ 113,975.43</b>	<b>\$ (1,019.54)</b>
<b>TOTAL ASSETS</b>	<b>\$ 114,994.97</b>	<b>\$ 113,975.43</b>	<b>\$ (1,019.54)</b>
<b>LIABILITIES AND EQUITY</b>			
<b>Equity</b>			
*Retained Earnings	108,401.73	108,401.73	-
Net Income	6,593.24	5,573.70	(1,019.54)
<b>Total Equity</b>	<b>\$ 114,994.97</b>	<b>\$ 113,975.43</b>	<b>\$ (1,019.54)</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 114,994.97</b>	<b>\$ 113,975.43</b>	<b>\$ (1,019.54)</b>

Tuesday, December 06, 2022 - Cash Basis

# SECRETARY'S REPORT



## FCWID & TCD Joint Calendar 2022

UPDATED: 12-4-2022

### January

January 13 - FCWID Monthly Meeting

For January 2023 - "Beginning January 1, 2018, at the first regular subsequent director election, the board shall determine by lot from among its membership, three (3) members to serve terms of four (4) years and two (2) members to serve terms of two (2) years). Thereafter, as these initial terms expire, the members of the Board of Directors shall be elected for terms of four (4) years. No current term of any director shall be affected by any modification made under this subsection. The Teton Conservation District Board of Supervisors shall conduct these elections EVERY OTHER YEAR."

#### **ACTION REQUIRED:**

- FCWID Treasurer shall obtain bonding as determined by the FCWID Board of Directors. Refer to W.S. 38-2-101 re: reporting of bond requirements to the County Treasurer and W.S. 41-8-112
- FCWID to update all bank account signers with financial institutions
- FCWID treasurer to update Statement of Investment Policy and seek approval from FCWID Board of Directors

### February

February 10 - FCWID Monthly Meeting

#### **ACTION REQUIRED:**

- Annual Report due to Teton Conservation District by March 1, 2022, refer to W.S. 41-8-112(b) for report requirements
- Prepare draft budget request for TCD, along with preliminary reconciliation of previous fiscal year expenditures
- Update FCWID Wintertime Action Plan document

### March

March 1 - Annual Report due to TCD

March 10 - FCWID Monthly Meeting

March 16 - TCD/FCWID Joint Quarterly Board Meeting (*Quarterly Treasurer's Report and Activity Summary to be submitted to TCD for joint meetings, refer to W.S. 41-8-112(b) for report requirements.*)

#### **ACTION REQUIRED:**

- Prepare FY 2023 budget:
  - Review current District Member roster to determine number of any new properties **DONE**

## April

April 14 - FCWID Monthly Meeting (review FCWID Board of Director bonding coverage)

### **ACTION REQUIRED:**

- April 1 - Annual report due to TOJ providing a complete overview on all measures employed for wintertime care, wintertime maintenance, and costs associated with emergency wintertime actions **DONE**
- April 1 – Draft budget and plan of work due to Teton Conservation District (for TCD 2023 budget) **DONE**
- April 30 - List of FCWID Board of Directors, respective terms, and contact information due to County Commissioners and County Clerk, refer to W.S. 22-19-113; provide general contact information for the district **DONE**
- LGLP insurance application due May 3 **DONE**

## May

May 12 - FCWID Monthly Meeting

### **ACTION REQUIRED:**

- Draft Budget due to Teton County Commissioners, Teton County Clerk, Teton County Assessor, TCD & Dept. of Audit by June 1, 2022 **DONE**
- Prepare – FCWID Final Report for Teton Conservation District – Expenditures of TCD Funds (due to Teton Conservation District by June 1, 2022 (for TCD's FY 2022 Report) **DONE**

## June

June 9 - FCWID Monthly Meeting (Finalize Draft Budget FY 2023)

June 15 - TCD/FCWID Joint Quarterly Board Meeting (*Quarterly Treasurer's Report and Activity Summary to be submitted to TCD for joint meetings, refer to W.S. 41-8-112(b) for report requirements*)

### **ACTION REQUIRED:**

- June 1 - Draft budget due to Teton County Commissioners, Teton County Clerk, Teton County Assessor, TCD & Dept. of Audit **DONE**
- June 1 - FCWID Final Report for Teton Conservation District – Expenditures of TCD Funds due to TCD (for TCD's FY 2022 Report) **DONE**
- June 26 – FCWID to advertise the FY 2023 Draft Budget Hearing in the *JHN&G Weekly Legal Section* in WORD document **DONE**
- *FCWID insurance through Local Government Liability Pool expires June 30, 2022* **RENEWED**

## July

July 1 - Start of fiscal year

July 14 – FCWID Monthly Meeting with budget hearing preceding it

July – (*FCWID Director Election takes place every other year; so this would apply to July 2023*). Send Director Election proclamation to JH News & Guide for publishing. Proclamation to be published in the paper during the first weeks of July. Refer to W.S. 22-29-112 and 22-29-113.

**ACTION REQUIRED:**

July 14, 2022:

- 8:30 a.m. - FY 2023 FCWID Budget Hearing – on or before Third Thursday in July (July 21, 2022) + Publication Notice, refer to W.S. 16-4-109. **DONE**
- FCWID Monthly Meeting – Approve and adopt FINAL FY 2023 Budget (*Operationally speaking, Final FY 2023 Budget must be approved in order to pay current vouchers*) **DONE**
- Update Special District Electronic Budget form with FY 2022 actual numbers, update FY 2023 budget with increased bonding requirement, change form to Final Budget, and submit the completed form to the Wyoming Department of Audit, Teton County Clerk, TCD, and Teton County Commissioners no later than close of business on July 30, 2022 **DONE**

July 18 - Tax assessment to be imposed shall be certified by the County Commissioners (always due on or before 3rd Monday of July), refer to W.S. 41-8-121; **DONE**

- Per terms of MOU with TOJ and TCD, need to notify TOJ of any assessment that the WID intends to levy and collect in accordance with W.S. 41-8-113(a)(i) **DONE**

July 25 - Report due (always on or before 4th Monday in July) to Teton County Assessor containing the following information:

- Must report the specific assessment amount to be applied to each parcel; use a spreadsheet to detail the information. Include list of properties by name, assessor account number (not PIDN or tax ID), and assessment amount per property. Do not include TOJ or TCSD in the assessment roll. **DONE**
- Total assessment to be collected. **DONE**
- Current contact information for FCWID Board Members (name(s), phone number(s), and email address(es)). Only need to provide information for Board Members that may need to be contacted by FCWID members for questions on assessments. **DONE**
- Copy of FY 2023 budget. **DONE**

July 31 – RENEW revised bonding increases to \$100,000 for FCWID check signers **DONE**

Prepare – FCWID Final Report for Teton Conservation District – Expenditures of TCD Funds (due to Teton Conservation District by August 1, 2022 (for TCD's FY 2022 Report) **DONE**

**August**

August 11 - FCWID Monthly Meeting

**ACTION REQUIRED:**

- August 1 – Submit Invoice to TOJ for 2023 Budget Request. **DONE**
- August 1 – FCWID Final Report for Teton Conservation District – Expenditures of TCD Funds due to TCD (for TCD's FY 2022 Report). **DONE**
- PROOF OF CASH - All documents (Operation & Reserve FCWID Bank statements from July 2021 through July 31, 2022 with check images and check registers) to Linsenmann & Linsenmann by first week in August. **DONE**

- Census form F-32 due to Wyoming Department of Audit, Public Funds Division by September 30, 2022. **DONE**
- Annual Audit, Accountant Review, or Proof of Cash due to Wyoming Department of Audit by September 30, 2022. Refer to Wyoming Special District Handbook and W.S. 9-1-507 for reporting requirements. **DONE**

### September

September 8 – FCWID Monthly Meeting **DONE**

September 21 – TCD/FCWID Joint Quarterly Board Meeting - Field Trip **DONE**

**(Quarterly Treasurer's Report and Activity Summary to be submitted to TCD for joint meetings, refer to W.S. 41-8-112(b) for report requirements) **DONE****

#### **ACTION REQUIRED:**

- September 2 - Obtain current Certificates of Insurance from all excavators on list that FCWID uses for flood mitigation **DONE**
- September 30 - Census form F-32 + Budget Hearing Notice due to Wyoming Department of Audit, Public Funds Division **DONE**
- September 30 - Emergency Wintertime and Spring Runoff Action Plans due to Town of Jackson **DONE**

### October

October 13 – FCWID Monthly Meeting

#### **ACTION REQUIRED:**

- October 31 - Annual Report Summary, Proof of Cash, Self-Audit and/or CPA reports due to Wyoming Department of Audit, Public Funds Division and Teton Conservation District (for our records), refer to Wyoming Special District Handbook and W.S. 9-1-507 for reporting requirements. **DONE**

### November

November 10 - FCWID Monthly Meeting

#### **ACTION REQUIRED:**

- November 1 – Invoice TCSD No. 1: "Flood Mitigation" PIDN: 22-40-16-1-08-017; Account R0020001 (using FCWID Property Tax Assessment Amount) **DONE**

### December

December 8 – FCWID Monthly Meeting

December 21 TCD/FCWID Joint Quarterly Board Meeting

**(Quarterly Treasurer's Report and Activity Summary to be submitted to TCD for joint meetings, refer to W.S. 41-8-112(b) for report requirements)**

#### **ACTION REQUIRED:**

- December 1 – request updated COI from Mountain X, Feuz, and FC Excavation (**in process**)
- December 21 – Review of 2022 COMPLIANCE CHECKLIST; signing off by FCWID & TCD Board of Supervisors (**scheduled for 12/12/22**)

# DIRECTOR'S REPORT

# FLAT CREEK WATERSHED IMPROVEMENT DISTRICT

PO Box 2037 Jackson, WY 83001

www.fcwid.org

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## Flat Creek Watershed Improvement District (FCWID) Quarterly Progress Report December 2022

Presented below is a roster of significant actions or activities of the WID in the most recent quarter:

1. Abbreviated FCWID Treasurer's Report:
  - a. FCWID OPERATING ACCOUNT: As of November 30, 2022, the balance in this account was \$30,867.43. Note: the primary deposits to this account over the last three months have been \$12,000 from the Town of Jackson in September (an annual contribution set forth in the MOA between the FCWID and TOJ) and \$9,720 in October and November from Teton County (late District member assessments passed through from the county to the FCWID).
  - b. FCWID RESERVE ACCOUNT: As of November 30, 2022, the balance in this account was \$83,108.00. Note: this account balance has been stable and unchanged throughout the current fiscal year.
  
2. Abbreviated FCWID Secretary's Report:
  - a. Staff of the FCWID and the TCD have been reviewing the FCWID/TCD Joint Calendar in order to ensure all state and local authority-mandated actions required of the FCWID are taken by the end of the current calendar year. The effort is on-going and should be complete by year's end. Otherwise, all required actions to this point in the year (e.g., submittal of budget documents to state, county, and local entities) have been carried out.
  
3. FCWID Projects:
  - a. 570 Dogwood Drive.

After further discussion with, and at the suggestion of, the property owner, the current informal agreement to allow access by the FCWID to the creek under flooding conditions will continue indefinitely.
  - b. Proposed 810 West Thaw Well.

An application for funding the project through a hazard mitigation grant from the State of Wyoming Office of Homeland Security has been prepared by the FCWID. The TCD will be identified as the applicant of record and will be asked to authorize submittal of the application at its December 14<sup>th</sup> board meeting.
  - c. Proposed Elk Run Townhomes Thaw Well.

An application for funding the project through a hazard mitigation grant from the State of Wyoming Office of Homeland Security has been prepared by the FCWID. The TCD will

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*The mission of the Flat Creek Watershed Improvement District is to explore and implement ways to prevent damage to private property and public infrastructure due to winter flooding of Flat Creek while simultaneously respecting water rights, representing the best interests of the district's property owners and residents, and maintaining and improving water and habitat quality within the stream corridor.*

be identified as the applicant of record and will be asked to authorize submittal of the application at its December 14<sup>th</sup> board meeting.

d. Proposed Gregory Lane Thaw Well.

Well drilling for this thaw well was completed in October. However, completion of the project (including installation of pump, pitless adapter, outlet pipeline, and outlet structure, as well as connection to power) will take place in the spring of 2023.

e. Flat Creek Condominiums Bank Stabilization.

The FCWID has incorporated monies in its FY 2023 budget to carry out this project, has received a formal proposal from Alder Environmental to carry out the project (permitting, securing the services of a contractor, and overseeing construction) on the District's behalf, and authorized Alder Environmental to move forward consistent with its proposal. The physical work will be conducted in the spring of 2023.

f. Potential Bank Stabilization at Camenzind Property (480 Stacey Lane).

The FCWID has been approached by the property owner at 480 Stacey Lane about performing bank stabilization work. The District requested and is awaiting a formal proposal from Alder Environmental to carry out the project (permitting, securing the services of a contractor, and overseeing construction) on the District's behalf). Either an amendment to the FY2023 budget or inclusion of the project in the upcoming FY2024 budget would be necessitated to fund the project.

4. Flood Mitigation Efforts, Winter of 2022-23:

a. To date, the District has utilized Thaw Wells No.s 2 and 3 (Garaman Park and High School Road) on a number of occasions to address the buildup of anchor ice in Flat Creek. The use of the wells has been consistent with the computer algorithm-driven process the District has utilized over the last several years and the guidance provided by the District's adopted Emergency Wintertime and Spring Runoff Action Plan.

b. On Sunday, November 27<sup>th</sup> and Tuesday, November 29<sup>th</sup> the District employed a private contractor (Yellow Iron Excavation) to remove built-up anchor ice from Flat Creek to prevent flooding of adjacent residential properties. The work on the 27<sup>th</sup> was at the Wort Ditch Irrigation Headgate by Garaman Park and at selected ice jams adjacent to Elk Run Townhouses and Creekside Condominiums. The work on the 29<sup>th</sup> was adjacent to the Creekside Condominiums immediately upstream of Garaman Park. A significant cause of the build-up of ice at this location was construction of a lodge (in the fall) by an active beaver.

Progress Report Submitted by: Sandy Buckstaff, Chairman of the FCWID Board of Directors





**Teton Conservation District (TCD) December 2022 Board Meeting**  
**December 14, 2022 at 1:00 p.m. | Location: 420 W. Pearl Ave., Jackson**

**The TCD meeting is preceded by the Flat Creek Watershed Improvement District meeting at 12:00.**

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

**VIDEO CONFERENCE INVITATION**

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

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

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

**MEETING MEMBERS:**

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

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

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

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

**AGENDA:**

<b>Agency Reports, Guests, and Public Comment</b>	40 minutes
Todd Stiles (Bridger-Teton National Forest)	
Jonathan Schechter (Town of Jackson Town Council)	
Luther Propst (Teton County Board of County Commissioners)	
Adam Clark (Natural Resources Conservation Service)	
<b>Minutes and Treasurer's Report</b>	10 minutes
October 19, 2022 Minutes	
October 2022 Treasurer's Report	
November 2022 Treasurer's Report	
<b>Board Reports</b>	
Supervisor Elections	10 minutes
Convention Update	
<b>Staff Reports and Action Items</b>	60 minutes
Wyoming Association of Conservation District Dues	
US Forest Service Gros Ventre Fencing Request	
Nicole Krieger Conflict of Interest Waiver	
TCD/Shramm Owl Creek SWPP Agreement Termination	
Owl Creek Association Fire Suppression SWPP Grant Agreement	
Flat Creek Watershed Improvement District Thaw Well Grant	
<b>Old and New Business</b>	10 minutes
<b>Executive Session: Appointments</b>	10 minutes

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



**Teton Conservation District (TCD) October 2022 Board Meeting Minutes**  
**October 19, 2022 | 420 W. Pearl Ave., Jackson, Wyoming**

**Attendees:**

**TCD Board Supervisors:** Steve McDonald, Dave Adams, Roby Hurley, and Bob Lucas (joined at 1:27pm)

**Associate Board Member:** Elizabeth Barczynsky

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

**Guests:** Todd Stiles (Bridger-Teton National Forest), Luther Propst\* (Teton County Board of County Commissioners), Jake Barker\* (Jones Simkins; joined at 1:30pm), Tanya Anderson\* (Town of Jackson), Holden Reinhart\* (Wyoming Game & Fish), Floren Poliseo\* (Town of Jackson), and Abigail Karin (Public) *\*Online or phone attendee*

**Call to Order:** Chairman Steve McDonald called the meeting to order at 1:02 p.m.

**Guest Reports and Public Comment:**

**Luther Propst, Teton County Board of County Commissioners (TCBCC):** Luther said he really liked the Mountain Neighbor Handbook and was going to help get it dispersed into the community. He said that he had good news - the public hearing to create a Hoback Water and Sewer District was held on October 18, 2022 and the proposal was approved by the TCBCC. District formation will now go through the public hearing process. He discussed the vote to deny subdivision on Fish Creek Road. The process for this type of development may be improved going forward due to discussions that came out of the process and resulting denial. Luther encouraged folks to look at the State parcel on the Teton Village Road that will be used for the glamping. He said there was significant grading done, but the permitting process for the project work was unclear. He said to expect more development proposals on State lands parcels to come in. Roby asked about the County Sanitarian staff position, and Luther gave an update. Morgan gave a thank you to Luther for the support he had given for funding wildlife crossings.

**Todd Stiles, Bridger-Teton National Forest (BTNF):** Todd discussed the field season ending and trying to finish up remaining field projects as soon as possible. He anticipated that during the weeks of Oct. 31 and Nov. 7, the Forest Service would implement instream project work at the Gros Ventre and Crystal Creek confluence. He described the project and implementation plan. He thanked TCD and the other partners for the support he has received for the project. He presented a photo of the project area that showed some of the damage from a June 2022 blow down event. Camping sites in the project area are being relocated, as the present sites were not sustainable. He explained the national pause on Forest Service prescribed burning, and how it has affected this year's planned Gros Ventre prescribed burn. The BTNF has increased its evaluation process to ensure safe conditions for the burns. He said that the BTNF has lots of projects continuing and has had a very productive summer. Roby commented about the recent prescribed burn, which was part of the Caribou-Targhee National Forest in Teton Canyon on the west side of the Tetons.

**Tanya Anderson, Town of Jackson:** Tanya was introduced as the Ecosystem Stewardship Administrator for the Town of Jackson. It is a new position that deals with a variety of natural

resources issues. She expressed her appreciation for TCD's help and coordination. She gave kudos to the Mountain Neighbor Handbook. She said that as of this week, new regulations regarding wildlife feeding and bear resistant trash can regulations have passed. She said an enforcement date of April 1, 2023 was anticipated. The Town Council approved a request for rezoning Karn's Meadow to a "Park" designation. Public comment will be sought for the plans regarding pathways, plants, other attributes for the area. She said she has also been working on water-related issues. Roby asked if Tanya could attend our Board meetings and provide updates.

Jake Barker, Jones Simkins: Jake said he appreciated the opportunity to address our group and thanked TCD staff for providing the information necessary to carry out the audit. He highlighted changes to the financial statements for this year and gave a general overview. He described an audit as a process to authenticate financial records and understand the internal controls and processes at TCD. He said that as with most entities, a few adjustments will be made to bring the accounting system to the actual numbers as of 6/30/2022. The new GASB 87 rule, which is related to leases, is reflected in TCD's FY22 financial statements. These will now be a permanent part of the financial statements, specifically part of the fixed asset list. Office leases, such as TCD's, are considered a "right of use" asset, and will be offset by depreciation (how much of the lease is used). He recommended reading the financial statement's summary on pages 4-8 if someone didn't have time to consume the entire financial statement document. Robb had a question regarding the classification of the office lease as an asset, as it isn't necessarily a typical asset that could be liquidated for its value. Jake said that he thought that was a great question and elaborated on why the GASB Board decided that all leases would be considered "right of use assets" and as such, is reflected in the financial statements as a type of benefit, with the value documented in the financial statements. He invited the meeting members to contact him with any additional questions. Carlin followed up with some thoughts regarding TCD's trend of expending more of our total budget, receiving less additional unanticipated mill levy funds, and thus having less money in the checking account when TCD's next fiscal year begins. The amount of funds that has been carried over between fiscal years has continued to decrease.

September 21, 2022 Meeting Minutes: The Board Members clarified the specifics of who made the motions following the Executive Session of the September Board Meeting. Steve moved to approve the September 21, 2022 Board Meeting Minutes. Bob seconded. The motion carried unanimously.

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

- Checks numbering 20,721-20,761 dated September 1-30, 2022: \$107,620.56
- Credit card charges: \$4,209.00
- Net credits for the month: \$96,862.38
- Operating Reserves Account Balance: \$500,445.16
- Committed Funds Savings Account: \$838,018.93
- Cash Reconciliation showed a reconciled Checking Account Balance of: \$225,287.45

After a few Treasurer report questions were addressed, Roby moved to approve the September 2022 Treasurer's Report. Bob seconded, and the motion passed unanimously.

**Board Report:** Roby reported that he and Carlin had attended the 22 in 21 Conference recently. He said that it was a good conference, and that it had been worthwhile to attend. Robb noted that Bob Lucas was inducted into the Wyoming Cowboy Hall of Fame recently. The group applauded and congratulated him on the achievement.

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

**Emily Hagedorn, Administrative Manager:** Information Items: Emily asked the Chairman and Treasurer to sign the Local Government Annual Report Summary FYE 06/30/2022, which indicates we understand our obligation, and have made arrangements for an annual audit to be performed. The form will be returned to the Wyoming Department of Audit, per their requirements. Emily said that she had made reservations for the upcoming Wyoming Association of Conservation Districts (WACD) convention in December. The convention is a joint meeting with the WACD and Wyoming Stockgrowers. Any information regarding the convention will be sent out as it is available. She invited the Board to contact her if they have any additional questions regarding the Draft TCD FY22 Audit Financial Statements. If there aren't any other changes suggested, she will let Jones Simkins know that the group approves finalizing the TCD Audit FY22 Financial Statements.

**Robb Sgroi, Land Resources Specialist:** Action Items: South Park Supply Ditch Emergency Repair Funding: Robert Gill, manager, South Park Ditch Company, is requesting \$100,000 for work associated with the failure of the South Park Supply Ditch that occurred in May 2022. Funding would be used for completed repair and pending reclamation of the ditch. Carlin suggested proving funding in two segments, one in advance, and the second when the project is completed. Bob said that his ranch is a part of the ditch users, but only uses approximately 5% of the water. He said that when the ditch failed, time was of the essence because of the nature of the timing of the water flow. He said that the Fish Creek Excavation immediately acted to fix the ditch, and in his opinion, did a great job. Bob said that he felt like Fish Creek Excavation had gone above and beyond on the project, and he hoped that their invoice could be paid as soon as possible. Bob suggested that the main headgate could be improved to make it easier for one person to operate. Steve gave some thoughts about who may be the best parties to offset the cost of the ditch repair and reclamation. **Dave moved to approve the South Park Ditch Company's grant application, in support of their ditch repair and reclamation project and award \$60,000 toward the project.** Roby expressed a concern and wanted to incentivize other water users to provide project funding. He suggested that TCD would provide additional funding if others contributed. Reclamation concerns were expressed by the group. Bob recused himself from the discussion and voting. **After receiving no second on the first motion, Dave made a new motion to award \$60,000 for the project, and asked to have language included in the award letter that states that TCD may entertain an additional funding request toward the project in the spring of 2023, if the applicant receives financial support for the project from the other water right holders, and provides proof of reclamation of the project area. Roby seconded the motion. The funds will come from the Partnering Funds line item. Upon a vote, the motion passed. Bob did not vote.**

Information Items: Robb updated the group on some Small Water Project Program items. This year applicants were sought from the Hoback River drainage, which tied in with the Level 1 Watershed Study that was being done in that area. Three projects emerged from that process which required discussion to evaluate TCD support before advancement to the Wyoming Water Development Office (WWDO) for potential project funding approval. If TCD allocated funds for the project, they would be spent during the 2024 fiscal year. **Dave made a motion to support the John Robinson cistern project with up to a \$5000 match from TCD. Roby seconded the motion, which then passed unanimously.** Regarding a second proposed project Robb said that staff did not support a stock water pond project that was proposed because there were concerns expressed by Wyoming Game & Fish, and with the new fire code, local Fire EMS officials can't support surface water ponds for fire suppression. He elaborated on aspects of the project. The project lacked Board support and no motion was made. The third project up for discussion was a well on a 2.3 acre agriculturally zoned parcel, which would water apple trees and a high tunnel greenhouse. Bob asked if this type of well-drilling project was within our interests. Dave thought the project may not pass the WWDO's project requirements. Bob said that placing a well in that area may be very expensive and speculative (500 feet or more). Also lacking Board support for this project, no motion was made.

Robb had visited the Pinto Ranch recently and he said they have been very successful in implementing their ditch system improvements. The Hereford-Bally project made a minor change in their tank size and their project was going well from his perspective. The Salmon Safe group certifies urban area or farms according to their management practices, similar to Trout Friendly Lawns program. It promotes better management practices and encourages ag producers to try to apply them on their properties. The Board suggested a presentation be made to TCD staff from the Salmon Safe group. Robb asked the Board about paying contractors directly for wildfire overviews. Dave had concerns about not being able to vet the contractors who do these overviews. Robb suggested that very few people do this type of work or want to do this type of work. Dave suggested that we should work directly with the contractors to assure that they are qualified to the work. Dave said that with vetting in advance, and proof of the work being done, he may support TCD paying contractors directly for their wildfire risk overview assessments. The Board requested a plan be put forth at the December meeting.

Morgan Graham, GIS & Wildlife Specialist: Information Items: Morgan asked for questions regarding his report. Dave noted that recently in Denver at the National Geological Society meeting, people said that they were using TCD's GIS data, and may contact Morgan for additional information. The new 2022 Teton County LIDAR data set should be available in November, 2022.

Emily Smith, Natural Resources Technician: Information Items: Emily said that she and David had worked with Trout Unlimited and other groups at a youth education event at Spread Creek (Adopt-A-Trout) presenting on water quality. Data collected at Karn's Meadow related to turbidity had been collected after storm events to document the impact of stormwater sediment. Abigail asked about various aspects of the data collection. Emily responded that currently the data is being collected for TCD's records, but it may be used for future comparison of baseline stormwater event values, and the data may potentially be useful in conjunction with the Flat

Creek Sampling and Analysis Plan. Emily will redo the turbidity chart to ID the S park Supply ditch blow out dates.

David Lee, Water Resources Specialist: Action Items:

1) Flat Creek South Restoration Project: Wyoming Game and Fish Department has submitted a request to TCD for funding the final phase of construction of the Flat Creek South Restoration Project on Lockhart property. This phase will add meanders to the stream and improve the stream by making it deeper and narrower, while additionally adding riparian vegetation in the existing stream channel. **Dave moved to award \$15,000 to Wyoming Game and Fish Department from the Water: Best Management Practices line item for the project titled “Flat Creek South Restoration Phase III Implementation.” Steve seconded the motion.** Roby asked if this was adjacent riparian or setback vegetation along the creek. David said it was hard to tell from the schematics provided. Abigail asked about viewing the project site, and David responded that Holden Reinhart may be able to provide that. **The motion passed unanimously.**

2) Grand Teton National Park (GTNP) Streamgage Agreement: Grand Teton National Park has crafted a five-year agreement in which TCD acts as a pass-through funding partner for USGS operation and maintenance of the Snake River gage at Moose, WY, and temperature sensors at the USGS gages at Pacific Creek and the Gros Ventre River at Kelly for Fiscal Years 2023 – 2027. **Roby moved to authorize the TCD Board Chair to sign the five-year agreement with Grand Teton National Park, with minor revisions, to provide pass-through funding to operate USGS streamgages for FY2023-FY2027. Dave seconded the motion, and it passed a vote unanimously.**

3) Karl M. Johnson Foundation funding request: TCD provided \$28,000 of PIC grant funding for a stormwater wetland and streambank restoration project on Flat Creek, near Dairy Queen in February 2022. The applicant, Karl M Johnson Foundation, has reached out to request \$23,000 of additional funds for this project, as the construction bids received have been significantly higher than the anticipated project budget. David has met with several potential project funding partners, and over that time, Trout Unlimited has agreed to pay \$7,500 toward the project. The required additional project funding would be a split between the other partners. Additional partners who are bringing forward funding proposals for their board include the Snake River Fund and Protect Our Water JH. **Dave moved to award \$5,750 to Karl M. Johnson Foundation from the Water – Best Management Practice Line-Item through an amendment to the existing grant agreement “Flat Creek Bank Stabilization & Stormwater Treatment Wetland.” Roby seconded the motion, which then passed a vote unanimously.**

Information Items: Roby asked about the article on the Wyoming DEQ's plans to monitor the Jackson wastewater treatment plant for ammonia. Roby noted the high volume in Fish and Flat Cks over the summer fell off steeply in September. Roby would like to follow up on those items later with David.

Phoebe Coburn, Communications Specialist: Phoebe is on leave until December 19, 2022. The Board commented that they had received a lot of positive complements on the Mountain Neighbor Handbook.

Carlin Girard, Executive Director: Information Items: There were no questions for Carlin.

**Adjournment: Dave moved to adjourn the meeting at 4:07 p.m. Roby seconded. The motion carried unanimously.**

Submitted by: \_\_\_\_\_  
Emily Hagedorn Date

Supervisor: \_\_\_\_\_  
Date

Supervisor: \_\_\_\_\_  
Date

Supervisor: \_\_\_\_\_  
Date

DRAFT



**Debits for the month:**Checks written between

October 1 and 31, 2022	\$183,732.45
October credit card charges of	\$5,972.48

**Credits for the month:**regular income sources

Mill Levy from Teton County	\$114,708.09
General Fund Checking Interest from Wells Fargo Bank	\$2.33
Committed Funds Savings Interest - Wells Fargo Bank	\$7.16
Operating Reserve Account Income from First Interstate	\$255.02
Well Test Kit Sales (12 sales)	\$651.49

other income sources

**Total Credits for October** **\$115,624.09**

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	\$700.18	0.60%	\$500,700.18
total	\$500,000.00		<b>total</b>	<b>\$500,700.18</b>
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$838,018.93
Transfers in or out	Transfer Committed Funds In			\$42,853.00
	Transfer Committed Funds Out			\$62,618.00
Interest Income			0.03%	\$7.16
			<b>total</b>	<b>\$818,261.09</b>
<b>Total Funds in Investments</b>				<b>\$1,318,961.27</b>

**Ending Summary and Following Month's Information to Date as of 10/31/22**

<b>General Fund Checking Account Balance</b>	0.01%	<b>\$256,751.45</b>
<b>Outstanding Checks</b>		<b>\$50,688.41</b>
<b>Reconcilled QuickBooks Balance</b>		<b>\$206,174.14</b>

Addition to the Treasurer's Report:		FY23 Spent to Date & Income	10/31/2022	33.3% of FY
<i>Income:</i>	<i>Budgeted:</i>	<i>Income to Date:</i>	<i>Receivables:</i>	<i>Received %</i>
<b>Regular Income:</b>				
Mill Levy	\$1,860,000.00	\$247,476.81	\$1,612,523.19	13.3%
Interest Income	\$1,000.00	\$736.54	\$263.46	73.7%
Well Test Kit Sales	\$7,800.00	\$3,205.49	\$4,594.51	41.1%
WDA Base Funding + WACD WQ	\$8,823.50	\$8,823.50	\$0.00	100.0%
Unanticipated Income/Reimb/Grants	\$7,500.00	\$675.85	\$6,824.15	9.0%
<b>Project Grants &amp; Pass Thrus:</b>				
Gaging Station Reimbursements	\$55,524.00	\$18,620.00	\$36,904.00	33.5%
WYDEQ 319: Fish Creek WS Plan	\$20,000.00	\$0.00	\$20,000.00	0.0%
Good Neighbor Incoming Grants	\$20,000.00	\$10,000.00	\$10,000.00	50.0%
Trout Friendly Lawns Reimb	\$4,000.00	\$0.00	\$4,000.00	0.0%
WY Water Development SWPP	\$408,490.38	\$35,000.00	\$373,490.38	8.6%
<b>Total</b>	<b>\$2,393,137.88</b>	<b>\$324,538.19</b>	<b>\$2,068,599.69</b>	<b>13.6%</b>
<b>Operations/Program Expenses:</b>	<b>Budgeted:</b>	<b>Spent to Date:</b>	<b>Remaining:</b>	<b>Spent %</b>
Land Ag. Assistance-Cropland	\$616,790.38	\$35,118.49	\$581,671.89	5.7%
Land Ag. Assistance-Rangeland	\$30,000.00	\$1,445.00	\$28,555.00	4.8%
MOA Partner Funding	\$44,600.00	\$39,000.00	\$5,600.00	87.4%
Vegetation Program-Native Plants	\$55,000.00	\$0.00	\$55,000.00	0.0%
JH Weed Management Area MOA	\$45,000.00	\$0.00	\$45,000.00	0.0%
TAWPC/WUI Program	\$215,400.00	\$30,919.16	\$184,480.84	14.4%
Mapping Resources & GIS-TCD Projects	\$3,000.00	\$702.22	\$2,297.78	23.4%
LiDAR & County Imagery Support	\$122,000.00	\$0.00	\$122,000.00	0.0%
Sustainability Projects - Air Quality	\$10,000.00	\$0.00	\$10,000.00	0.0%
Sustainability MoA Grants	\$82,000.00	\$10,000.00	\$72,000.00	12.2%
<b>PIC Grants and Partnering Funds</b> <i>*grant totals and remaining funds below</i>				
PIC Grant \$ Available in FY 2023	\$80,000.00	\$0.00	\$80,000.00	0.0%
PIC Grant Funds Committed	\$0.00	\$0.00	\$0.00	0.0%
TCD Partnering \$ Available FY23	\$101,486.78	\$77,000.00	\$24,486.78	75.9%
TCD Partnering Funds Committed	\$77,000.00	\$2,000.00	\$75,000.00	0.0%
Project Funds Carried Over from FY22	\$247,802.33	\$0.00	\$247,802.33	0.0%
<b>Water Quality Program-WQ Projects</b>	<b>\$245,500.00</b>	<b>\$75,104.57</b>	<b>\$170,395.43</b>	<b>30.6%</b>
Flat Crk Water Improvement Dist.	\$13,844.00	\$0.00	\$13,844.00	0.0%
USGS Partnering Projects	\$107,800.00	\$4,600.00	\$103,200.00	4.3%
MOA Partner Funding	\$255,500.00	\$9,118.00	\$246,382.00	3.6%
<b>Wildlife Projects - General Program Exp.</b>	<b>\$45,000.00</b>	<b>\$0.00</b>	<b>\$45,000.00</b>	<b>0.0%</b>
MOA Partner Funding	\$38,600.00	\$0.00	\$38,600.00	0.0%
<b>Total</b>	<b>\$2,359,323.49</b>	<b>\$285,007.44</b>	<b>\$2,076,316.05</b>	<b>12.1%</b>
<b>Administrative Expenses:</b>	<b>Budgeted:</b>	<b>Spent to Date:</b>	<b>Remaining:</b>	<b>Spent %</b>
Communications	\$102,000.00	\$29,636.06	\$72,363.94	29.1%
General Office Expense	\$177,750.00	\$24,931.48	\$152,818.52	14.0%
Professional Expenses	\$98,000.00	\$22,273.14	\$75,726.86	22.7%
Payroll Expenses	\$915,000.00	\$278,448.90	\$636,551.10	30.4%
Meeting Expenses	\$8,600.00	\$885.15	\$7,714.85	10.3%
<b>Total</b>	<b>\$1,301,350.00</b>	<b>\$356,174.73</b>	<b>\$945,175.27</b>	<b>27.4%</b>

FY 2023 Budget		Committed Funds Savings Account Items				
Grant Description		Budgeted	Paid Out	Check #	Remaining	
<b>Small Water Project Program Projects</b>		<b>FY Approved</b>				
Blackrock Creek Irrigation Improvement	FY20	\$5,000.00	\$0.00		\$5,000.00	
Granite Creek Supp. Ditch Headgate	FY20	\$5,000.00	\$0.00		\$5,000.00	
Lower Snake R. Ranch Bank & Fish Imp.	FY20	\$5,000.00	\$0.00		\$5,000.00	
S. Prk Wildlife Area & Wildlife Enhance.	FY20	\$5,000.00	\$0.00		\$5,000.00	
Spread Creek Project	FY20	\$5,000.00	\$0.00		\$5,000.00	
Mill Creek Irrigation Project - Phase II	FY21	\$5,000.00	\$0.00		\$5,000.00	
Owl Creek Subdivision - Fire Water Storage	FY21	\$5,000.00	\$0.00		\$5,000.00	
<b>subtotal</b>		<b>\$35,000.00</b>	<b>\$0.00</b>		<b>\$35,000.00</b>	
<b>Budget Line Items for FY 2022 Budget</b>						
GTNP - Canid Disease Genetic Testing	Jan <b>2/23</b>	\$6,000.00	\$0.00		\$6,000.00	
Pinto/Elk Ranch - Irrigation Demo Project	Feb <b>2/23</b>	\$26,960.00	\$0.00		\$26,960.00	
McMorrow/Teton Pines - Pollinator Project	Feb <b>2/23</b>	\$6,595.71	\$0.00		\$6,595.71	
Biodiversity Institute - Loon Monitoring	PIC <b>2/23</b>	\$6,300.00	\$0.00		\$6,300.00	
WY Game & Fish - Moose Movements	PIC <b>2/23</b>	\$5,000.00	\$0.00		\$5,000.00	
Brian & Emily Hager - McCallister Pond Proj.	PIC <b>2/23</b>	\$6,060.62	\$0.00		\$6,060.62	
Pea Hay Rotation - Tavner Wilson/Bar W Ag	Mar <b>3/23</b>	\$3,386.00	\$0.00		\$3,386.00	
JH High School Native Plant Pilot Project	Mar <b>3/23</b>	\$1,000.00	\$0.00		\$1,000.00	
Trout Unlimted - S. Flat Creek (LockhartProj)	May <b>5/23</b>	\$20,000.00	\$0.00		\$20,000.00	
Hoback Clean Water Initiative (Lane Lamure)	May <b>5/23</b>	\$60,000.00	\$0.00		\$60,000.00	
<b>subtotal</b>		<b>\$141,302.33</b>	<b>\$0.00</b>		<b>\$141,302.33</b>	
<b>PIC Grants (Now/ Reimbursed)</b>		<b>FY22</b>				
K.M.Johnson Found - Flat Creek Stabilization	<b>2/23</b>	\$28,000.00	\$0.00		\$28,000.00	
JH Conservation Alliance - Wildlife Report	<b>2/23</b>	\$500.00	\$0.00		\$500.00	
WY Game & Fish - Big Horn Sheep Campaign	<b>2/23</b>	\$4,000.00	\$0.00		\$4,000.00	
Nature Conservancy - Fire on the Mountain	<b>2/23</b>	\$17,000.00	\$0.00		\$17,000.00	
Friends of Pathways - BTNF Trail Use Data	<b>2/23</b>	\$6,500.00	\$0.00		\$6,500.00	
Teton Bighorn Sheep Stewardship Campaign	<b>3/23</b>	\$9,000.00	\$0.00		\$9,000.00	
Zack Montes - Day in the life of a Jxn Moose	<b>6/23</b>	\$4,000.00	\$0.00		\$4,000.00	
<b>subtotal</b>		<b>\$69,000.00</b>	<b>\$0.00</b>		<b>\$69,000.00</b>	
<b>Partnering Funds Grants</b>		<b>FY23</b>	<b>Beginning Bal</b>	<b>Paid Out</b>	<b>Check #</b>	<b>Remaining</b>
<b>List to Date</b>						
TCD FY 2023 Partnering Funds	<b>total</b>	\$101,486.78			\$0.00	\$101,486.78
Linn Ranch Lily Lake Grant - cancelled		\$2,500.00				\$2,500.00
						<b>\$103,986.78</b>
TU GV Road Stabilization Project	<b>8/23</b>	\$15,000.00	\$0.00			\$15,000.00
South Park Supply Ditch Emergency Repair	<b>2/24</b>	\$60,000.00	\$0.00			\$60,000.00
Slow Food in the Tetons reallocation	<b>6/23</b>	\$2,000.00	\$0.00			\$2,000.00
<b>subtotal</b>			<b>\$0.00</b>			<b>\$77,000.00</b>
						<b>\$26,986.78</b>

<b>PIC Grants (Now/ Reimbursed)</b>		<b>FY23</b>			
TCD FY 2023 PIC Grant Funds		\$80,000.00	\$0.00	\$0.00	\$80,000.00
(Future Grants TBD)					
	<b>subtotal</b>	<b>\$80,000.00</b>	<b>\$0.00</b>		<b>\$80,000.00</b>
<b>MoA Grant Partners</b>		<b>FY23</b>			
Trout Unlimited	<b>6/23</b>	\$41,500.00	\$0.00		\$41,500.00
Friends of the Teton River	<b>6/23</b>	\$13,844.00	\$9,118.00	20795	\$4,726.00
Flat Creek Watershed Improvement Dist.	<b>6/23</b>	\$14,000.00	\$0.00		\$14,000.00
Slow Food in the Tetons	<b>6/23</b>	\$39,000.00	<b>\$39,000.00</b>	<b>20796</b>	\$0.00
Mountain Roots Education	<b>6/23</b>	\$5,600.00	\$0.00		\$5,600.00
Jackson Hole Weed Management Area	<b>6/23</b>	\$45,000.00	\$0.00		\$45,000.00
Grand Teton National Park Foundation	<b>6/23</b>	\$10,000.00	\$0.00		\$10,000.00
Jackson Hole Wildlife Foundation	<b>6/23</b>	\$26,600.00	\$0.00		\$26,600.00
Integrated Solid Waste & Recycling	<b>6/23</b>	\$29,000.00	\$0.00		\$29,000.00
Energy Conservation Works	<b>6/23</b>	\$25,000.00	\$0.00		\$25,000.00
Yellowstone Teton Clean Cites	<b>6/23</b>	\$28,000.00	\$10,000.00	20768	\$18,000.00
Town of Jackson	<b>6/23</b>	\$200,000.00	\$0.00		\$200,000.00
	<b>subtotal</b>	<b>\$477,544.00</b>	<b>\$58,118.00</b>		<b>\$419,426.00</b>
<b>Budget Line Items for FY 2023 Budget</b>					
Leave Liability and Deductibles for FY23	<b>tcd</b>	\$10,000.00	\$0.00		\$10,000.00
Hereford-Bally Ranch Stockwater Project	<b>7/23</b>	\$22,103.00	\$0.00		\$22,103.00
Teton Raptor Center - Sporting Lead Free	<b>8/23</b>	\$7,650.00	\$0.00		\$7,650.00
WY G&F South Flat Creek Restoration	<b>10/23</b>	\$15,000.00	\$0.00		\$15,000.00
Karl M Johnson Flat Creek Restoration	<b>10/23</b>	\$5,750.00	\$0.00		\$5,750.00
(Future Grants TBD)					
	<b>subtotal</b>	<b>\$60,503.00</b>	<b>\$68,118.00</b>		<b>\$60,503.00</b>
<b>Grand Total Funds in Committed Funds</b>					<b>\$832,218.11</b>
<b>Committed Funds End of Month Summary</b>					<b>10/31/2022</b>
				Previous Balance	\$838,018.93
Transferred committed funds in				Transfer from checking - in	\$42,853.00
Transferred project funds paid out (purple)				Transfer to checking - out	\$62,618.00
				<b>Ending Balance</b>	<b>\$818,253.93</b>
				Previous Interest Accumulated	\$16.79
				New Interest from this month	\$7.16
<b>Reconciled Monthly Balance</b>				<b>Actual Balance 10-31-22</b>	<b>\$818,261.09</b>

Teton Conservation District

12/5/2022 3:45 PM

Register: Wells Fargo Checking  
 From 10/01/2022 through 10/31/2022  
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/03/2022			Well Test Kit Sales	Deposit		X	50.00	233,079.68
10/05/2022	20762	MasterCard	-split-	September Credit Ca...	4,209.00	X		228,870.68
10/05/2022	20763	Jackson Hole News & Guide	Project/Program Expenses:Adv...	Annual Subscription	78.00	X		228,792.68
10/05/2022	20764	Nelson Engineering	Project/Program Expenses:Con...	Septic Effluent Project	714.00	X		228,078.68
10/05/2022	20765	Toran Accounting, LLC	Legal & Accounting Services	August Cash Reconci...	250.00	X		227,828.68
10/05/2022	20766	Toolson Telephone	Office Supplies	Phone System Upgrade	163.00	X		227,665.68
10/05/2022	20767	Valley Office Systems	Office Supplies:General Office ...	Copier Toner Bottle	54.54	X		227,611.14
10/05/2022	20768	Yellowstone-Teton Clean Cit...	Project/Program Expenses:MO...	YTCC MoA FY23 G...	10,000.00	X		217,611.14
10/05/2022	20769	David Sollitt	Project/Program Expenses:Con...	Mountain Neighbor ...	2,500.00	X		215,111.14
10/05/2022	20770	Thomas Helm	Project/Program Expenses:Soil ...	Soil Sample Cost Sh...	17.50	X		215,093.64
10/05/2022	20771	Bettina Whyte	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	3,000.00	X		212,093.64
10/05/2022	20772	Gros Ventre North Association	Project/Program Expenses:Proj...	Neighborhood Scale ...	6,000.00	X		206,093.64
10/05/2022	20773	Karla Schickele	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	3,000.00	X		203,093.64
10/05/2022	20774	Wyoming Retirement System	WRS Retirement Liability	61	6,702.64	X		196,391.00
10/07/2022			Well Test Kit Sales	Deposit		X	50.00	196,441.00
10/11/2022			Mill Levy	Deposit		X	114,708.09	311,149.09
10/11/2022	AJE#13 FY23		-split-	Hereford- Bally Stoc...	22,103.00	X		289,046.09
10/11/2022	AJE#13 FY23		Wells Fargo Checking [split]			X	2,500.00	291,546.09
10/11/2022	AJE#19 FY23		Bank Service Charges	direct deposit fees for...	19.00	X		291,527.09
10/12/2022	20782	Empower Retirement 457(b)	-split-		1,150.00	X		290,377.09
10/12/2022	20784	Wyoming Educators' Benefit ...	Payroll Expenses:Employer Me...	November Health Ins...	7,765.38	X		282,611.71
10/14/2022	20775	Carlin E Girard	-split-		3,719.25	X		278,892.46
10/14/2022	20776	David Lee	-split-		2,572.28	X		276,320.18
10/14/2022	20777	Emily E Hagedorn	-split-		2,812.98	X		273,507.20
10/14/2022	20778	Emily P Smith	-split-		2,283.45	X		271,223.75
10/14/2022	20779	Morgan W Graham	-split-		2,311.77	X		268,911.98
10/14/2022	20780	Phoebe T Coburn	-split-		2,473.26	X		266,438.72
10/14/2022	20781	Robert M Sgroi	-split-		2,921.51	X		263,517.21

# Teton Conservation District

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Register: Wells Fargo Checking  
 From 10/01/2022 through 10/31/2022  
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/14/2022	AJE#15 FY23		Payroll Expenses:HSA Employ...		231.25	X		263,285.96
10/15/2022	20783	Electronic Federal Tax Paym...	-split-	83-0247879	6,516.00	X		256,769.96
10/17/2022			-split-	Deposit		X	100.00	256,869.96
10/18/2022			-split-	Deposit		X	300.00	257,169.96
10/18/2022	20785	Jones-Simkins, P.C.	Legal & Accounting Services	FY 22 Annual Audit ...	5,258.00	X		251,911.96
10/18/2022	20786	Lower Valley Energy	Vehicle Expense	CNG Fuel for TCD T...	93.54	X		251,818.42
10/18/2022	20787	Teton Media Works, Inc.	Project/Program Expenses:Adv...	October Meeting Ad	27.50	X		251,790.92
10/18/2022	20788	Brilliantly Done, Inc.	Cleaning Contract & Supplies	September Office Cle...	300.00	X		251,490.92
10/18/2022	20789	CNA Surety	Liability Insurance & Bonds	Coburn, Lee, and Gra...	1,050.00	X		250,440.92
10/18/2022	20790	Wyoming Labor Law Poster ...	Legal & Accounting Services	Annual Labor Law P...	109.50	X		250,331.42
10/18/2022	20791	NACD	Dues & Subscriptions	Annual NACD Dues	750.00	X		249,581.42
10/18/2022	20792	Ray Gonsalves	Postage & Shipping	Test Kit Postage Rei...	76.15	X		249,505.27
10/18/2022	20793	Bantam LLC	Project/Program Expenses:Con...	MN Handbook Photots	317.20	X		249,188.07
10/18/2022	20794	Yellow House Collective	Project/Program Expenses:Distr...	Bag for Farm to Fork...	576.00	X		248,612.07
10/18/2022	20795	Friends of the Teton River	Project/Program Expenses:MO...	Fy 2023 MoA Reque...	9,118.00	X		239,494.07
10/18/2022	20796	Slow Food in the Tetons	-split-	FY 2023 MoA Request	41,000.00	X		198,494.07
10/18/2022	20797	Owl Creek HOA	Project/Program Expenses:Wee...	Neighborhood Scale ...	6,000.00	X		192,494.07
10/26/2022			Well Test Kit Sales	Deposit		X	49.49	192,543.56
10/26/2022	AJE#17 FY23		Wells Fargo Savings [split]	\$2K Reallocation for...		X	2,000.00	194,543.56
10/26/2022	AJE#17 FY23		Wells Fargo Savings [split]	Total MoA for FY23 ...		X	39,000.00	233,543.56
10/26/2022	AJE#17 FY23		Wells Fargo Savings [split]	Partial MoA for FY2...		X	9,118.00	242,661.56
10/26/2022	AJE#17 FY23		Wells Fargo Savings [split]	Partial MoA for FY2...		X	10,000.00	252,661.56
10/26/2022	AJE#18 FY23		-split-		20,750.00	X		231,911.56
10/27/2022			Well Test Kit Sales	Deposit		X	102.00	232,013.56
10/31/2022	AJE#16 FY23		Payroll Expenses:HSA Employ...		231.25	X		231,782.31
10/31/2022	20798	Carlin E Girard	-split-		3,719.25	X		228,063.06
10/31/2022	20799	David Lee	-split-		2,572.28	X		225,490.78
10/31/2022	20800	Emily E Hagedorn	-split-		2,812.98	X		222,677.80

Teton Conservation District

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Register: Wells Fargo Checking  
 From 10/01/2022 through 10/31/2022  
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/31/2022	20801	Emily P Smith	-split-		2,283.45	X		220,394.35
10/31/2022	20802	Morgan W Graham	-split-		2,311.77	X		218,082.58
10/31/2022	20803	Phoebe T Coburn	-split-		2,473.26	X		215,609.32
10/31/2022	20804	Robert M Sgroi	-split-		2,921.51	X		212,687.81
10/31/2022	20805	Electronic Federal Tax Paym...	-split-	83-0247879	6,516.00	X		206,171.81
10/31/2022	20806	Empower Retirement 457(b)	-split-		1,150.00	X		205,021.81
10/31/2022		Interest Income		Deposit		X	2.33	205,024.14
10/31/2022	20807	Wyoming Dept. of Employm...	Payroll Expenses: Worker's Co...	3rd Quarter Worker's...	2,128.79	X		202,895.35

\$183,732.45

## Teton Conservation District Deposit Detail October 2022

Type	Num	Date	Name	Account	Amount
Deposit		10/03/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		10/07/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		10/11/2022		Wells Fargo Ch...	114,708.09
			Teton County	Mill Levy	-114,708.09
TOTAL					-114,708.09
Deposit		10/17/2022		Wells Fargo Ch...	100.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-100.00
Deposit		10/18/2022		Wells Fargo Ch...	300.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-300.00
Deposit		10/26/2022		Wells Fargo Ch...	49.49
			Well Test Kit Pa...	Well Test Kit Sa...	-49.49
TOTAL					-49.49
Deposit		10/27/2022		Wells Fargo Ch...	102.00
			Well Test Kit Pa...	Well Test Kit Sa...	-102.00
TOTAL					-102.00
Deposit		10/31/2022		Wells Fargo Ch...	2.33
			Wells Fargo Bank	Interest Income	-2.33
TOTAL					-2.33
Deposit		10/31/2022		Wells Fargo Sa...	7.16
			Wells Fargo Bank	Interest Income	-7.16
TOTAL					-7.16



**Teton Conservation District**  
**Deposit Detail**  
**October 2022**

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<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
Deposit		10/31/2022		First Interstate ...	255.02
			First Interstate ...	Interest Income	-255.02
TOTAL					-255.02

Credit Card Record Sheet for the month of October 2022  
Pg 1

EH  
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	date	item	vendor	project	ref#	\$
	9-28	cleaning supplies	Smith's	office cleaning	6802	42.98
	10-03	sanitation	Westbank	garbage	7596	43.52
	10-03	envelopes	Intuit QB	accounting	7735	108.11
	10-04	tax forms	Intuit QB	accounting	7989	116.98
	10-06	website hosting	Squarespace	Commerciation	8696	252.00
	10-12	postage	USPS	post+ship	1464	80.00
	10-12	binders/supplies	Staples	office supplies	3330	77.42
	10-15	monthly IT	Factory IT	computer sys	9593	1506.00
	10-20	TCO Landline	Silver Star	phone system	8240	272.70
	10-20	office electricity	Lower Valley	electricity	8941	80.03
DL ↓	9-21	sample shipping	UPS store	WQ sampling	6173	606.52
	9-27	supplies	ACE Hardware	WQ supplies	0245	12.71
	9-24	supplies	Albertsons	WQ supplies	7259	4.99
	9-27	fuel	Maverick	vehicle exp.	0965	95.04
	9-28	supplies	ACE Hardware	WQ supplies	0598	51.98
	10-04	disposal fees	Teton ISWR	garbage	1970	16.00
	10-12	key copies	ACE Hardware	office supplies	3713	85.67
	10-12	postage	USPS	post+ship	2942	9.00
MG	9-30	supplies	Big R Ranch	nonious wood supplies	0436	45.98

Credit Card Record Sheet for the month of October 2022  
 pg 2

MG  
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RS

	date	item	vendor	project	ref#	\$
	10-02	imagery hosting	Amazon web	GIS+Mapping	1079	0.74
	10-11	software	Adobe Creative	computer syst	8930	56.17
	10-13	software	Adobe Inc.	computer syst	7223	15.89
	10-19	meeting food	Albertsons	Board Mtg	3541	54.12
	9-21	meeting food	Smith's	Board Mtg	7332	125.73
	10-03	soil testing	CSU Soil H <sub>2</sub> O	Ag-soils	5970	9.66

\$5972.48

### BANK RECONCILIATION

Name of Client: Teton Conservation District	Statement Date: 09.30.2022	AK
Bank: Wells Fargo Bank	Account No: 000-0337175	10.31.2022

Prior Month Reconciled Balance	\$	258,247.99	Bank Statement Balance As of 09.30.2022	\$	256,751.45
Add Debits:		177,979.91	Add Deposits in Transit:		\$ 111.10
Total Debits	\$	177,979.91	Total Deposits	\$	111.10
Sub-Total	\$	436,227.90	Sub-Total	\$	256,862.55
Less Credits:		179,476.45	Less Checks Outstanding:		
			(See List Below)	\$	50,688.41
Total Credits	\$	179,476.45	Bank Balance - Per Reconciliation	\$	206,174.14
Bank Balance - Per General Ledger	\$	256,751.45			

#### Checks Outstanding

Number	Amount	Name
20644	23.52	Emily P Smith
20745	375.00	Thomas Dewell
20770	17.50	Thomas Helm
20796	41,000.00	Slow Food in the Tetons
20797	6,000.00	Owl Creek HOA
20789	1,050.00	CNA Surety
20791	750.00	NACD
20794	576.00	Yellow House Collective
20793	317.20	Bantam LLC
20788	300.00	Brilliantly Done, Inc.
20790	109.50	Wyoming Labor Law Poster Service
20786	93.54	Lower Valley Energy
20792	76.15	Ray Gonsalves

page 2 total  
page 3 total

\$ 50,688.41

#### QuickBooks Reconciliation

\$	197,281.91	Month End QB Register Balance
Adjustments to be posted in QuickBooks:		
\$	206,174.14	Adjusted QB Register Balance
\$	206,174.14	Reconciled Balance
\$	-	Difference

Debits for the month:	
<u>Checks written between</u>	
November 1 and 30, 2022	\$194,059.60
November credit card charges of	\$2,123.42

Credits for the month:	
<u>regular income sources</u>	
Mill Levy from Teton County	\$401,936.40
General Fund Checking Interest from Wells Fargo Bank	\$19.31
Committed Funds Savings Interest - Wells Fargo Bank	\$30.94
Operating Reserve Account Income from First Interstate	\$246.92
Well Test Kit Sales (14 sales)	\$750.51
<u>other income sources</u>	
<b>Total Credits for October</b>	<b>\$402,984.08</b>

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	\$947.10	0.60%	\$500,947.10
<b>total</b>	<b>\$500,000.00</b>		<b>total</b>	<b>\$500,947.10</b>
<u>Committed Funds Saving Account @ Wells Fargo Bank</u>				
Previous Committed Balance				\$818,261.09
Transfers in or out	Transfer Committed Funds In			\$0.00
	Transfer Committed Funds Out			\$0.00
Interest Income			0.03%	\$30.94
			<b>total</b>	<b>\$818,292.03</b>
<b>Total Funds in Investments</b>				<b>\$1,319,239.13</b>

Ending Summary and Following Month's Information to Date		as of 11/30/22
<b>General Fund Checking Account Balance</b>	0.01%	<b>\$459,354.62</b>
<b>Outstanding Checks</b>		<b>\$40,857.44</b>
<b>Reconcilled QuickBooks Balance</b>		<b>\$418,608.28</b>

Addition to the Treasurer's Report:		FY23 Spent to Date & Income	11/30/2022	41.6% of FY	
<i>Income:</i>	<i>Budgeted:</i>	<i>Income to Date:</i>	<i>Receivables:</i>	<i>Received %</i>	
<b>Regular Income:</b>					
Mill Levy	\$1,860,000.00	\$649,413.21	\$1,210,586.79	34.9%	
Interest Income	\$1,000.00	\$986.79	\$13.21	98.7%	
Well Test Kit Sales	\$7,800.00	\$3,956.81	\$3,843.19	50.7%	
WDA Base Funding + WACD WQ	\$8,823.50	\$8,823.50	\$0.00	100.0%	
Unanticipated Income/Reimb/Grants	\$7,500.00	\$675.85	\$6,824.15	9.0%	
<b>Project Grants &amp; Pass Thrus:</b>					
Gaging Station Reimbursements	\$55,524.00	\$18,620.00	\$36,904.00	33.5%	
WYDEQ 319: Fish Creek WS Plan	\$20,000.00	\$0.00	\$20,000.00	0.0%	
Good Neighbor Incoming Grants	\$20,000.00	\$10,000.00	\$10,000.00	50.0%	
Trout Friendly Lawns Reimb	\$4,000.00	\$0.00	\$4,000.00	0.0%	
WY Water Development SWPP	\$408,490.38	\$35,000.00	\$373,490.38	8.6%	
<b>Total</b>	<b>\$2,393,137.88</b>	<b>\$727,476.16</b>	<b>\$1,665,661.72</b>	<b>30.4%</b>	
<b>Operations/Program Expenses:</b>					
<u>Land Ag. Assistance-Cropland</u>	\$616,790.38	\$35,118.49	\$581,671.89	5.7%	
<u>Land Ag. Assistance-Rangeland</u>	\$30,000.00	\$1,445.00	\$28,555.00	4.8%	
MOA Partner Funding	\$44,600.00	\$39,000.00	\$5,600.00	87.4%	
<u>Vegetation Program-Native Plants</u>	\$55,000.00	\$0.00	\$55,000.00	0.0%	
JH Weed Management Area MOA	\$45,000.00	\$0.00	\$45,000.00	0.0%	
TAWPC/WUI Program	\$215,400.00	\$50,323.96	\$165,076.04	23.4%	
<u>Mapping Resources &amp; GIS-TCD Projects</u>	\$3,000.00	\$702.22	\$2,297.78	23.4%	
LiDAR & County Imagery Support	\$122,000.00	\$0.00	\$122,000.00	0.0%	
<u>Sustainability Projects - Air Quality</u>	\$10,000.00	\$0.00	\$10,000.00	0.0%	
Sustainability MoA Grants	\$82,000.00	\$10,000.00	\$72,000.00	12.2%	
<u>PIC Grants and Partnering Funds</u>				<i>*grant totals and remaining funds below</i>	
PIC Grant \$ Available in FY 2023	\$80,000.00	\$0.00	\$80,000.00	0.0%	
PIC Grant Funds Committed	\$0.00	\$0.00	\$0.00	0.0%	
TCD Partnering \$ Available FY23	\$101,486.78	\$77,000.00	\$24,486.78	75.9%	
TCD Partnering Funds Committed	\$77,000.00	\$62,000.00	\$15,000.00	0.0%	
Project Funds Carried Over from FY22	\$247,802.33	\$0.00	\$247,802.33	0.0%	
<u>Water Quality Program-WQ Projects</u>	\$245,500.00	\$92,342.15	\$153,157.85	37.6%	
Flat Crk Water Improvement Dist.	\$13,844.00	\$0.00	\$13,844.00	0.0%	
USGS Partnering Projects	\$107,800.00	\$4,600.00	\$103,200.00	4.3%	
MOA Partner Funding	\$255,500.00	\$9,118.00	\$246,382.00	3.6%	
<u>Wildlife Projects - General Program Exp.</u>	\$45,000.00	\$0.00	\$45,000.00	0.0%	
MOA Partner Funding	\$38,600.00	\$0.00	\$38,600.00	0.0%	
<b>Total</b>	<b>\$2,359,323.49</b>	<b>\$381,649.82</b>	<b>\$2,039,673.67</b>	<b>16.2%</b>	
<b>Administrative Expenses:</b>					
<u>Communications</u>	\$102,000.00	\$51,793.40	\$50,206.60	50.8%	
<u>General Office Expense</u>	\$177,750.00	\$25,875.55	\$151,874.45	14.6%	
<u>Professional Expenses</u>	\$98,000.00	\$29,587.14	\$68,412.86	30.2%	
<u>Payroll Expenses</u>	\$915,000.00	\$345,161.18	\$569,838.82	37.7%	
<u>Meeting Expenses</u>	\$8,600.00	\$885.15	\$7,714.85	10.3%	
<b>Total</b>	<b>\$1,301,350.00</b>	<b>\$453,302.42</b>	<b>\$848,047.58</b>	<b>34.8%</b>	

FY 2023 Budget		Committed Funds Savings Account Items				
Grant Description		Budgeted	Paid Out	Check #	Remaining	
<b>Small Water Project Program Projects</b>		<b>FY Approved</b>				
Blackrock Creek Irrigation Improvement	FY20	\$5,000.00	\$0.00		\$5,000.00	
Granite Creek Supp. Ditch Headgate	FY20	\$5,000.00	\$0.00		\$5,000.00	
Lower Snake R. Ranch Bank & Fish Imp.	FY20	\$5,000.00	\$0.00		\$5,000.00	
S. Prk Wildlife Area & Wildlife Enhance.	FY20	\$5,000.00	\$0.00		\$5,000.00	
Spread Creek Project	FY20	\$5,000.00	\$0.00		\$5,000.00	
Mill Creek Irrigation Project - Phase II	FY21	\$5,000.00	\$0.00		\$5,000.00	
Owl Creek Subdivision - Fire Water Storage	FY21	\$5,000.00	\$0.00		\$5,000.00	
<b>subtotal</b>		<b>\$35,000.00</b>	<b>\$0.00</b>		<b>\$35,000.00</b>	
<b>Budget Line Items for FY 2022 Budget</b>						
GTNP - Canid Disease Genetic Testing	Jan <b>2/23</b>	\$6,000.00	\$0.00		\$6,000.00	
Pinto/Elk Ranch - Irrigation Demo Project	Feb <b>2/23</b>	\$26,960.00	\$0.00		\$26,960.00	
McMorrow/Teton Pines - Pollinator Project	Feb <b>2/23</b>	\$6,595.71	\$0.00		\$6,595.71	
Biodiversity Institute - Loon Monitoring	PIC <b>2/23</b>	\$6,300.00	\$0.00		\$6,300.00	
WY Game & Fish - Moose Movements	PIC <b>2/23</b>	\$5,000.00	\$0.00		\$5,000.00	
Brian & Emily Hager - McCallister Pond Proj.	PIC <b>2/23</b>	\$6,060.62	\$0.00		\$6,060.62	
Pea Hay Rotation - Tavner Wilson/Bar W Ag	Mar <b>3/23</b>	\$3,386.00	\$0.00		\$3,386.00	
JH High School Native Plant Pilot Project	Mar <b>3/23</b>	\$1,000.00	\$0.00		\$1,000.00	
Trout Unlimited - S. Flat Creek (LockhartProj)	May <b>5/23</b>	\$20,000.00	\$0.00		\$20,000.00	
Hoback Clean Water Initiative (Lane Lamure)	May <b>5/23</b>	\$60,000.00	\$0.00		\$60,000.00	
<b>subtotal</b>		<b>\$141,302.33</b>	<b>\$0.00</b>		<b>\$141,302.33</b>	
<b>PIC Grants (Now/ Reimbursed)</b>		<b>FY22</b>				
K.M.Johnson Found - Flat Creek Stabilization	<b>2/23</b>	\$28,000.00	\$0.00		\$28,000.00	
JH Conservation Alliance - Wildlife Report	<b>2/23</b>	\$500.00	\$0.00		\$500.00	
WY Game & Fish - Big Horn Sheep Campaign	<b>2/23</b>	\$4,000.00	\$0.00		\$4,000.00	
Nature Conservancy - Fire on the Mountain	<b>2/23</b>	\$17,000.00	\$0.00		\$17,000.00	
Friends of Pathways - BTNF Trail Use Data	<b>2/23</b>	\$6,500.00	\$0.00		\$6,500.00	
Teton Bighorn Sheep Stewardship Campaign	<b>3/23</b>	\$9,000.00	\$0.00		\$9,000.00	
Zack Montes - Day in the life of a Jxn Moose	<b>6/23</b>	\$4,000.00	\$0.00		\$4,000.00	
<b>subtotal</b>		<b>\$69,000.00</b>	<b>\$0.00</b>		<b>\$69,000.00</b>	
<b>Partnering Funds Grants</b>		<b>FY23</b>	<b>Beginning Bal</b>	<b>Paid Out</b>	<b>Check #</b>	<b>Remaining</b>
<b>List to Date</b>						
TCD FY 2023 Partnering Funds	<b>total</b>	\$101,486.78		\$0.00		\$101,486.78
Linn Ranch Lily Lake Grant - cancelled		\$2,500.00				\$2,500.00
						<b>\$103,986.78</b>
TU GV Road Stabilization Project	<b>8/23</b>	\$15,000.00	\$0.00			\$15,000.00
South Park Supply Ditch Emergency Repair	<b>2/24</b>	\$60,000.00	\$0.00			\$60,000.00
Slow Food in the Tetons reallocation	<b>6/23</b>	\$2,000.00	\$0.00			\$2,000.00
<b>subtotal</b>			<b>\$0.00</b>			<b>\$77,000.00</b>
						<b>\$26,986.78</b>

<b>PIC Grants (Now/ Reimbursed)</b>		<b>FY23</b>			
TCD FY 2023 PIC Grant Funds		\$80,000.00	\$0.00	\$0.00	\$80,000.00
(Future Grants TBD)					
	<b>subtotal</b>	<b>\$80,000.00</b>	<b>\$0.00</b>		<b>\$80,000.00</b>
<b>MoA Grant Partners</b>		<b>FY23</b>			
Trout Unlimited	<b>6/23</b>	\$41,500.00	\$0.00		\$41,500.00
Friends of the Teton River	<b>6/23</b>	\$13,844.00	\$9,118.00	20795	\$4,726.00
Flat Creek Watershed Improvement Dist.	<b>6/23</b>	\$14,000.00	\$0.00		\$14,000.00
Mountain Roots Education	<b>6/23</b>	\$5,600.00	\$0.00		\$5,600.00
Jackson Hole Weed Management Area	<b>6/23</b>	\$45,000.00	\$0.00		\$45,000.00
Grand Teton National Park Foundation	<b>6/23</b>	\$10,000.00	\$0.00		\$10,000.00
Jackson Hole Wildlife Foundation	<b>6/23</b>	\$26,600.00	\$0.00		\$26,600.00
Integrated Solid Waste & Recycling	<b>6/23</b>	\$29,000.00	\$0.00		\$29,000.00
Energy Conservation Works	<b>6/23</b>	\$25,000.00	\$0.00		\$25,000.00
Yellowstone Teton Clean Cites	<b>6/23</b>	\$28,000.00	\$10,000.00	20768	\$18,000.00
Town of Jackson	<b>6/23</b>	\$200,000.00	\$0.00		\$200,000.00
	<b>subtotal</b>	<b>\$438,544.00</b>	<b>\$19,118.00</b>		<b>\$419,426.00</b>
<b>Budget Line Items for FY 2023 Budget</b>					
Leave Liability and Deductibles for FY23	<b>tcd</b>	\$10,000.00	\$0.00		\$10,000.00
Hereford-Bally Ranch Stockwater Project	<b>7/23</b>	\$22,103.00	\$0.00		\$22,103.00
Teton Raptor Center - Sporting Lead Free	<b>8/23</b>	\$7,650.00	\$0.00		\$7,650.00
WY G&F South Flat Creek Restoration	<b>10/23</b>	\$15,000.00	\$0.00		\$15,000.00
Karl M Johnson Flat Creek Restoration	<b>10/23</b>	\$5,750.00	\$0.00		\$5,750.00
(Future Grants TBD)					
	<b>subtotal</b>	<b>\$60,503.00</b>	<b>\$29,118.00</b>		<b>\$60,503.00</b>
<b>Grand Total Funds in Committed Funds</b>					<b>\$832,218.11</b>
<b>Committed Funds End of Month Summary</b>					<b>11/30/2022</b>
			Previous Balance		\$818,261.09
Transferred committed funds in			Transfer from checking - in		\$0.00
Transferred project funds paid out (purple)			Transfer to checking - out		\$0.00
			<b>Ending Balance</b>		<b>\$818,261.09</b>
			Previous Interest Accumulated		\$23.95
			New Interest from this month		\$30.94
<b>Reconciled Monthly Balance</b>			Actual Balance 11-30-22		<b>\$818,292.03</b>



Teton Conservation District  
Deposit Detail  
November 2022

Type	Num	Date	Name	Account	Amount
Deposit		11/01/2022		Wells Fargo Ch...	152.00
			Well Test Kit Pa...	Well Test Kit Sa...	-102.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-152.00
Deposit		11/01/2022		Wells Fargo Ch...	199.02
			Well Test Kit Pa...	Well Test Kit Sa...	-49.75
			Well Test Kit Pa...	Well Test Kit Sa...	-49.76
			Well Test Kit Pa...	Well Test Kit Sa...	-49.75
			Well Test Kit Pa...	Well Test Kit Sa...	-49.76
TOTAL					-199.02
Deposit		11/07/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		11/10/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		11/14/2022		Wells Fargo Ch...	401,936.40
			Teton County	Mill Levy	-401,936.40
TOTAL					-401,936.40
Deposit		11/14/2022		Wells Fargo Ch...	49.49
			Well Test Kit Pa...	Well Test Kit Sa...	-49.49
TOTAL					-49.49
Deposit		11/15/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		11/16/2022		Wells Fargo Ch...	100.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-100.00
Deposit		11/22/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00

**Teton Conservation District**  
**Deposit Detail**  
 November 2022

Type	Num	Date	Name	Account	Amount
Deposit		11/29/2022		Wells Fargo Ch...	50.00
			Well Test Kit Pa...	Well Test Kit Sa...	-50.00
TOTAL					-50.00
Deposit		11/30/2022		Wells Fargo Ch...	19.31
			Wells Fargo Bank	Interest Income	-19.31
TOTAL					-19.31
Deposit		11/30/2022		Wells Fargo Sa...	30.94
			Wells Fargo Bank	Interest Income	-30.94
TOTAL					-30.94
Deposit		11/30/2022		First Interstate ...	246.92
			Firoz King Husein	Interest Income	-246.92
TOTAL					-246.92

Teton Conservation District

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Register: Wells Fargo Checking  
 From 11/01/2022 through 11/30/2022  
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/01/2022			-split-	Deposit		X	152.00	203,047.35
11/01/2022			-split-	Deposit		X	199.02	203,246.37
11/07/2022			Well Test Kit Sales	Deposit		X	50.00	203,296.37
11/08/2022	AJE#14 FY23		Bank Service Charges		19.00	X		203,277.37
11/09/2022	20808	Wyoming Educators' Benefit ...	Payroll Expenses:Employer Me...	November Health Ins...	7,746.86	X		195,530.51
11/10/2022			Well Test Kit Sales	Deposit		X	50.00	195,580.51
11/14/2022			Mill Levy	Deposit		X	401,936.40	597,516.91
11/14/2022			Well Test Kit Sales	Deposit		X	49.49	597,566.40
11/15/2022	AJE#20 FY23		Payroll Expenses:HSA Employ...	HSA Contributions f...	231.25	X		597,335.15
11/15/2022			Well Test Kit Sales	Deposit		X	50.00	597,385.15
11/15/2022	20809	Wyoming Retirement System	WRS Retirement Liability	61	6,740.40	X		590,644.75
11/15/2022	20810	Carlin E Girard	-split-		3,719.25	X		586,925.50
11/15/2022	20811	David Lee	-split-		2,572.28	X		584,353.22
11/15/2022	20812	Emily E Hagedorn	-split-		2,812.98	X		581,540.24
11/15/2022	20813	Emily P Smith	-split-		2,283.45	X		579,256.79
11/15/2022	20814	Morgan W Graham	-split-		2,311.77	X		576,945.02
11/15/2022	20815	Phoebe T Coburn	-split-		2,473.26	X		574,471.76
11/15/2022	20816	Robert M Sgroi	-split-		2,921.51	X		571,550.25
11/15/2022	20817	Electronic Federal Tax Paym...	-split-	83-0247879	6,516.00	X		565,034.25
11/15/2022	20818	Empower Retirement 457(b)	-split-		1,150.00	X		563,884.25
11/15/2022	20819	MasterCard	Credit Card Charges - Raw	October CC Charges	5,972.48	X		557,911.77
11/15/2022	20820	Steve McDonald	Project/Program Expenses:Travel	Board Mileage Reim...	217.62	X		557,694.15
11/15/2022	20821	Hess D'Amours & Krieger, L...	Legal & Accounting Services	October and Septemb...	2,160.00	X		555,534.15
11/15/2022	20822	Teton Media Works, Inc.	Project/Program Expenses:Adv...	October & November...	450.80	X		555,083.35
11/15/2022	20823	WACD	Payroll Expenses:Employer Me...	Sept & Oct Dental In...	980.60	X		554,102.75
11/15/2022	20824	Wyoming Dept. of Agricultu...	Project/Program Expenses:Well...	40 Well Test Kits	4,003.80	X		550,098.95
11/15/2022	20825	Lower Valley Energy	Vehicle Expense	CNG Fuel	48.32	X		550,050.63
11/15/2022	20826	Buckrail	Project/Program Expenses:Adv...	Advertising	700.00	X		549,350.63

Teton Conservation District

12/6/2022 3:42 PM

Register: Wells Fargo Checking

From 11/01/2022 through 11/30/2022

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
11/15/2022	20827	CNA Surety	Liability Insurance & Bonds	TCD Treasurer's Bond	500.00	X	548,850.63
11/15/2022	20828	Toran Accounting, LLC	Legal & Accounting Services	October & November...	500.00		548,350.63
11/15/2022	20829	Nelson Engineering	Project/Program Expenses:Con...	Septic Effluent Project	5,236.00		543,114.63
11/15/2022	20830	Brilliantly Done, Inc.	Cleaning Contract & Supplies	October Office Clean...	375.00	X	542,739.63
11/15/2022	20831	Jones-Simkins, P.C.	Legal & Accounting Services	Audit FY22 Services	4,154.00	X	538,585.63
11/15/2022	20832	University of Wyoming - OSP	Project/Program Expenses:Proj...	Snake WQ \$10K BM...	2,816.61	X	535,769.02
11/15/2022	20833	South Park Ditch Company	Project/Program Expenses:Proj...	South Park Ditch Re...	60,000.00	X	475,769.02
11/15/2022	20834	Rick Black LLC	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	1,767.30	X	474,001.72
11/15/2022	20835	Marilyn C. Nelson	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,000.00		472,001.72
11/15/2022	20836	Philip Winder	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	700.00		471,301.72
11/15/2022	20837	Stephen Unfried	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	1,987.50	X	469,314.22
11/15/2022	20838	Larry Birenbaum	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,950.00		466,364.22
11/15/2022	20839	Jay Federman	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,000.00		464,364.22
11/15/2022	20840	Tom Fauntleroy	Project/Program Expenses:Proj...	Wildfire Risk Reduct...	2,000.00	X	462,364.22
11/15/2022	20841	Jackson Curbside Inc.	Cleaning Contract & Supplies	Recycling Dec/Jan/Feb	210.00		462,154.22
11/15/2022	20842	AlphaGraphics	Project/Program Expenses:Rep...	Mountain Neighbor ...	19,459.38		442,694.84
11/16/2022			-split-	Deposit		X	442,794.84
11/22/2022			Well Test Kit Sales	Deposit		X	442,844.84
11/29/2022			Well Test Kit Sales	Deposit		X	442,894.84
11/30/2022	20843	Carlin E Girard	-split-		3,719.25	X	439,175.59
11/30/2022	20844	David Lee	-split-		2,572.28	X	436,603.31
11/30/2022	20845	Emily E Hagedorn	-split-		2,812.98	X	433,790.33
11/30/2022	20846	Emily P Smith	-split-		2,283.45	X	431,506.88
11/30/2022	20847	Morgan W Graham	-split-		2,311.77	X	429,195.11
11/30/2022	20848	Phoebe T Coburn	-split-		631.92	X	428,563.19
11/30/2022	20849	Robert M Sgroi	-split-		2,921.51	X	425,641.68
11/30/2022	20850	Electronic Federal Tax Paym...	-split-	83-0247879	5,916.31		419,725.37
11/30/2022	20851	Empower Retirement 457(b)	-split-		1,150.00		418,575.37

Teton Conservation District

12/6/2022 3:42 PM

Register: Wells Fargo Checking  
 From 11/01/2022 through 11/30/2022  
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
11/30/2022	20852	Teton Media Works, Inc.	Project/Program Expenses:Adv...	November Ad Expen...	1,547.16			417,028.21
11/30/2022	20853	Emily P Smith	Project/Program Expenses:Travel	Mileage Reimbursement	93.13			416,935.08
11/30/2022	20854	University of Wyoming - OSP	Project/Program Expenses:Proj...	Macroinvertebrate Sa...	2,845.67			414,089.41
11/30/2022	FY23 AGE#24		Payroll Expenses:HSA Employ...		231.25	X		413,858.16
11/30/2022	20865	Nelson Engineering	Project/Program Expenses:Con...	Septic Effluent Project	2,335.50			411,522.66
11/30/2022			Interest Income	Interest		X	19.31	411,541.97

\$194,059.60

Credit Card Record Sheet for the month of November  
2022

	date	item	vendor	project	ref#	\$
CG	10.25	Agency Breakfast	The Bunnery	Sp. Meeting	1448	27.47
EH	11.01	sanitation	Westbank Son	garbage	6560	43.72
	11.12	ink	Amazon	office supply	8856	25.32
	11.13	ink	Amazon	office supply	9594	25.32
	11.15	monthly IT	Factory IT	computer sys	1870	1506.00
	11.16	cleaning supplies	Albertsons	office cleaning	6585	133.93
PC	10.31	postage	USPS	post + ship	0727	51.81
	11.03	storage	Google	computer sys	0818	19.99
	11.04	postage	USPS	post + ship	7983	30.51
	11.08	oil change	JH Express	vehicle exp.	0225	143.96
MG	11.02	insurg. karting	Amazon	GIS + Mapping	9188	0.74
	11.10	software	Adobe	computer sys	5479	56.17
	11.13	software	Adobe	computer sys	5946	15.89
RS	11.03	certification	ISA	training	0648	42.59

# 2123.42

## BANK RECONCILIATION

Name of Client: Teton Conservation District      Statement Date: 11.30.22      AK  
 Bank: Wells Fargo Bank      Account No: 000-0337175      11.30.22

Prior Month Reconciled Balance	\$	256,751.45	Bank Statement Balance As of	11.30.22	\$ 459,354.62
Add Debits:			Add Deposits in Transit:		
		402,706.22			\$ 111.10
Total Debits	\$	402,706.22	Total Deposits	\$	111.10
Sub-Total	\$	659,457.67	Sub-Total	\$	459,465.72
Less Credits:			Less Checks Outstanding:		
		200,103.05	(See List Below)	\$	40,857.44
Total Credits	\$	200,103.05	Bank Balance - Per Reconciliation	\$	418,608.28
Bank Balance - Per General Ledger	\$	459,354.62			

Checks Outstanding		
Number	Amount	Name
20842	19459.38	AlphaGraphics
20829	5236	Nelson Engineering
20838	2950	Larry Birenbaum
20835	2000	Marilyn C. Nelson
20839	2000	Jay Federman
20823	980.6	WACD
20836	700	Philip Winder
20828	500	Toran Accounting, LLC
20841	210	Jackson Curbside Inc.
20854	2845.67	University of Wyoming - OSP
20865	2335.5	Nelson Engineering
20852	1547.16	Teton Media Works, Inc.
20853	93.13	Emily P Smith
page 2 total		
page 3 total		
	\$	40,857.44

QuickBooks Reconciliation	
\$ 386,760.00	Month End QB Register Balance
Adjustments to be posted in QuickBooks:	
\$ 418,608.28	Adjusted QB Register Balance
\$ 418,608.28	Reconciled Balance
\$ -	Difference





## Emily Hagedorn-Wegher, Administrative Manager

### Action Items:

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

**Suggested Motion:** *Move to approve paying Wyoming Association of Conservation District dues in the amount of \_\_\_\_\_ for Fiscal Year 2023.*

### Information Items:

#### **Operations Area:** Administration

- **Annual TCD Required Audit:** Our completed FY22 Financial Statements (the product of the audit) will be submitted, as required, to the Wyoming Department of Audit, Wyoming Department of Agriculture, and the Wyoming Association of Conservation Districts.
- **Flat Creek Watershed Improvement District:** I will be meeting with Raylene from the Flat Creek WID to go over their annual checklist. I have been working with Emily Smith regarding records storage, and we have dedicated a specific filing cabinet for their record storage. This will make it easier to keep those records together, and more readily available for inspection if there is a request.
- **Accounting:** Toran Accounting won't be able to do TCD's cash reconciliation beyond the November reconciliation. We will be seeking a new accountant to provide this service for TCD. The cash reconciliation is an independent source for the reconciliation information, as well as a reliable source for accounting questions.

### Upcoming 2022 TCD Calendar of Events:

Dec. 5 – 7	WACD Convention/Natural Resource Rendezvous in Casper, WY
December 14	Quarterly Joint TCD/FCWID Meeting at TCD 12pm – via Zoom/Office TCD Regular Board Meeting at TCD at 1:00pm
December 26	TCD Office closed for the Christmas Holiday
January 2	TCD Office closed for the New Year's Day Holiday
January 18	TCD Regular Board Meeting at TCD Office 1pm – via Zoom/Office



## Robb Sgroi, Land Resources Specialist

### Action Items:

**Program Area:** Land

**Upper Gros Ventre Allotment Fence Materials Request:** Martina Keil, North Zone Range and Invasive Program Manager, Bridger-Teton National Forest, submitted a \$10,000 request (see Supplemental Materials) to purchase fencing materials for cattle containment on the Upper Gros Ventre Allotment. TCD awarded \$10,743.82 to the same perimeter fence improvement project, to the Robinson Cattle Company, to support labor and equipment rental costs. The grant will fund fence top rail, to meet wildlife friendly guidelines. Staff recommends discussion on an award amount. \$22,000 is available in the 'Ag & Livestock Fencing Grant' line item.

**Suggested Motion:** *Move to approve the Bridger-Teton National Forest's grant application, in support of their fence improvement project from the FY2023 'Ag & Livestock Fencing Grant' line item, in the amount of \$ X.*

**Small Water Project Program (SWPP):** The proponents of an awarded SWPP grant, Robert and Dawn Schramm, requested the Owl Creek Owners Association assume responsibility for SWPP grant administration and project implementation. Carlin and I worked with our legal counsel, Nicole Krieger, to develop mechanisms to terminate our agreement with the Schramms and develop an agreement with Owl Creek Owners Association (see Supplemental Materials). Nicole also serves as counsel for Owl Creek Owners Association, and developed a waiver of conflict form noting her lack of conflict of interest.

**Suggested Motion:** *Move to authorize the Chairman to sign the document titled "Client Consent to Representation and Waiver of Conflict Owl Creek Owners Association and The Teton Conservation District".*

*Move to authorize the Chairman to sign the document titled "Termination of Small Water Project Program Agreement Between Teton Conservation District and Robert and Dawn Schramm".*

*Move to authorize the Chairman to sign the document titled "Teton Conservation District / Owl Creek Owners Association Small Water Project Program Agreement Project No. 2021-05 (Revised)".*

### Information Items:

**Program Area:** Land

- **Agricultural Conservation Planting Program (ACPP):** Five landowners approached TCD through this program, requesting support to improve forage production, understand vegetation conditions, and engage in regenerative land uses. I received our first request for financial support to purchase an 8'x 16' greenhouse. In addition, I reached out to the owner of GrowHut, the only local entity that is manufacturing and selling small greenhouse type structures, to describe the ACPP and discuss how it may relate to their business.
- **Ag Assistance:** I joined a Mountain Roots Education event, where Alta Elementary students brought food they harvested to Winter Winds Farm and prepared their lunch outside. The farm to school theme was successful. Mark Farmer, owner of the farm, subsequently invited me to speak at a Global Ties Wyoming event, addressing the

International Visitor Leadership Group. Topics included the food policy council and our support of the community food system.

- **Small Water Project Program (SWPP):** A single SWPP grant was approved for submission to Wyoming Water Development Office (WWDO) at the October 2022 meeting. I made an error did not submit the grant to WWDO within the timeframe. I will communicate this to the proponent who is installing a cistern in the Butler Creek area.

**Program Area:** Vegetation

- **Community Wildfire Protection Plan (CWPP):** I supported the review of proposals (hundreds of pages!) for revision of the CWPP. Seven proposals were offered. The qualifications of contractors is encouraging.
- **TCD Wildfire Risk Reduction Program (WRRP):** Wildfire Risk Overviews were conducted through mid-November and will resume in the spring. Private road vegetation management projects finished at the same time. The annual program reporting is forthcoming.

**Program Area:** Administration

- **Planning Review Committee:** I have worked with TCD staff to support review of several planning and development applications in Teton County.

**Program Area:** Sustainability

- **Air quality:** I provided troubleshooting support to Wyoming Department of Environmental Quality several times to address problems with the particulate matter monitor. The device was collecting but not transmitting data. The instrument was eventually replaced. At the request of the Riverwind Foundation, I submitted a 1,200 word article on indicators, metrics and conditions of air quality.



**Teton  
Conservation  
District  
Est. 1946**

## Teton Conservation District Grant Application Narrative

<b>APPLICANT INFORMATION</b> (Section 1 of 4)			
<b>1. Applicant Representative:</b> <i>The name of the person responsible for the grant application, and final reporting if successfully awarded funds.</i>			
<b>2. Applicant Entity:</b> <i>The name of the nonprofit, business, individual/landowner, government agency, university/school, or other entity on behalf of which the Applicant Representative is applying for the grant. The Applicant Entity may be the same as the Applicant Representative.</i>			
<b>3. Type of Applicant:</b> <i>Please select one or specify.</i>			
Individual/Landowner	Government Agency	Nonprofit	
Business	University/School	Other (specify):	
<b>4. Phone Number:</b>			
<b>5. Email:</b>			

<b>PROJECT INFORMATION</b> (Section 2 of 4)			
<b>6. Project Title:</b> <i>Please enter a <u>brief</u> project title.</i>			
<b>7. Total Project Budget (\$):</b>			
<b>8. Grant Funding Requested from TCD (\$):</b>			
<b>9. Anticipated Project Start Date:</b>		<b>10. Anticipated Project End Date:</b>	
<b>11. Requested Funding Schedule:</b> <i>If your grant application is approved, grant funding can be distributed as a reimbursement after project completion (TCD's preference) or in-advance of your project start date. Please circle your preferred funding schedule.</i>			
Reimbursement		In Advance	
<b>12. Requested Final Report Deadline:</b> <i>If your grant application is approved, please select an appropriate deadline for grant completion and final reporting. You may only be given one option below. Your Final Report deadline will be confirmed in your grant award letter.</i>			
June 1, 2023		February 1, 2024	
<b>13. Grant Category:</b> <i>Which Teton Conservation District grant category does your proposed project primarily support? <a href="#">Click here to read about the grant categories.</a> Please select one.</i>			
Water	Land	Education	
Wildlife	Sustainability	Geographic Information Systems (GIS)	
Vegetation			

**NARRATIVE (Section 3 of 4)**

**1. Please summarize your project in one to two sentences.**

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

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

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

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

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

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

**8. Additional information (Optional, 100 words max). Note that you may also attach supplemental materials (technical information, photos, maps, diagrams, letters of support, etc.).**

**CERTIFICATION AND SIGNATURE** (Section 4 of 4)

**By checking the boxes and signing below, I certify the following:**

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

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

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

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

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

1. **Grant Application Cover Page & Narrative:** *Required.*
2. **Application Budget:** *Required.*
3. **Landowner Letter of Authorization:** *Required only if your project is taking place on private land and the landowner is not the applicant. If this applies to your project, include a signed letter from the landowner(s) authorizing the Applicant Representative to apply for a grant for work to be conducted on their land.*
4. **Supplemental Materials:** *Optional.* You may attach supplemental materials such as additional technical or scientific information, photos, maps, diagrams, letters of support, or anything else that supports your application. Please compile your supplemental materials into *one* document if possible. Note that your supplemental materials will be printed multiple times; please consider the number of pages you attach.

**Signature:**

**Date:**



**Teton Conservation District (TCD) Grant Application Budget**

Applicant Entity: **Bridger-Teton NF** Date: **12/2/2022**  
 Project Name: **Upper Gros Ventre Fence Realign** Application ID: **[Leave Blank]**

<b>Project Deliverables</b>	<b>Requested TCD Grant Funds (\$)</b>	<b>Applicant (\$)</b>	<b>Applicant (In-Kind)</b>	<b>[Partner 1] Match (\$ or In-Kind)</b>	<b>Total</b>
Fence Construction	\$ 10,000.00	\$ 35,317.00	\$ -	\$ 59,500.00	\$ 104,817.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL</b>	\$ 10,000.00	\$ 35,317.00	\$ -	\$ 59,500.00	\$ 104,817.00



**CLIENT CONSENT TO REPRESENTATION AND WAIVER OF CONFLICT**

**OWL CREEK OWNERS ASSOCIATION  
AND  
THE TETON CONSERVATION DISTRICT**

The Owl Creek Owners Association (“Owl Creek”) is a current client of attorney Nicole G. Krieger of the law firm of Hess D’Amours & Krieger, LLC (the “Firm”). Nicole Krieger acts as general counsel for Owl Creek. The Teton Conservation District (the “TCD”) is also a current client of attorney Nicole G. Krieger and the Firm. Nicole Krieger acts as general counsel for the TCD.

TCD has contacted Attorney Krieger for assistance in transferring the existing, Owl Creek Cistern Small Water Project Program Grant (the “Grant”) from an individual owner within the Owl Creek subdivision to Owl Creek. The Grant is a pass-through grant, the terms of which are already in place and largely directed by the Wyoming Water Development Commission. Owl Creek and the TCD are in agreement regarding the terms of the Grant, which are not being altered (other than the location of the project and the entity coordinating the project).

There is no concurrent conflict of interest, as those conflicts are defined under Wyoming Rules of Professional Conduct, Rule 1.7., insomuch as the representation of one client is not directly adverse to another, and there is not a significant risk that the representation of one client will be materially limited by the lawyer’s responsibilities to the other client. Nicole G. Krieger believes that the Firm will be able to provide competent and diligent representation to both Owl Creek and the TCD in this matter.

Nonetheless, there is the possibility that as this matter progresses, a conflict may arise between Owl Creek and the TCD, which may not be reconcilable. In the event this situation arises, Owl Creek and the TCD understand that each may be required to obtain separate counsel on this specific matter.

Aware of this potential for future conflict, Owl Creek and the TCD nonetheless consent to the representation of Ms. Krieger with respect to the assignment of the Grant. Owl Creek and the TCD have been advised of the availability of other counsel and have been given sufficient time to use/consult with such other counsel. They likewise have had a full opportunity to read and consider this document before signing it.

Accordingly, upon this consultation and upon their own judgment, Owl Creek and the TCD consent to Nicole G. Krieger’s representation and waive any conflict of interest that may exist on account of such representation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Owl Creek Owners Association

Teton Conservation District

By:

By:

\_\_\_\_\_  
Tracy Knauss  
President, Board of Directors

\_\_\_\_\_  
Steve McDonald  
Board Chair, Board of Supervisors



**TERMINATION OF SMALL WATER PROJECT PROGRAM AGREEMENT  
PROJECT NO. 2021-05  
BETWEEN TETON CONSERVATION DISTRICT  
AND  
ROBERT AND DAWN SCHRAMM**

THIS TERMINATION OF SMALL WATER PROJECT PROGRAM AGREEMENT Between Teton Conservation District and Robert and Dawn Schramm (the “Termination”) is made and entered into between the Teton Conservation District, a duly organized Wyoming Conservation District (the “District”), located at 420 W. Pearl Avenue, P.O. Box 1070, Jackson, WY 83001 and Robert and Dawn Schramm (the “Schramms”), located at 8870 Porter Loop, Jackson, WY 83001.

**RECITALS**

WHEREAS on or about December 15, 2021, the District and the Schramms entered into an agreement for a Small Water Project for the Owl Creek subdivision, a copy of which is attached hereto as Exhibit A (the “Agreement”);

WHEREAS the Small Water Project further detailed in the Agreement (the “Project”) has not yet been initiated and no funds have been expended;

WHEREAS the District and the Schramms mutually desire to terminate the Agreement to allow the Owl Creek Owners Association to take over the Project in its entirety;

WHEREAS the Owl Creek Owners Association has agreed to take over all aspects of the Project, and the Project will be re-located to an area within the Owl Creek subdivision that is not on the Schramm’s property; and

WHEREAS, upon execution of this Termination, the Schramms will have no further obligations under the Agreement.

NOW, THEREFORE, the District and the Schramms hereby agree as follows:

**AGREEMENT**

1. The Recitals above shall be incorporated by this reference into this Termination.
2. **Termination.** The Parties agree that the Agreement shall be terminated and of no legal effect as of the date of the last signature below. Neither party shall have any further obligation under the Agreement.

*Signatures on Following Page*

IN WITNESS WHEREOF, this Termination has been executed on the day and year last written below.

TETON CONSERVATION DISTRICT  
A Wyoming Conservation District

\_\_\_\_\_  
Steve McDonald  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn & Robert Schramm

\_\_\_\_\_  
Date

EXHIBIT A

**TETON CONSERVATION DISTRICT / ROBERT AND DAWN SCHRAMM  
SMALL WATER PROJECT PROGRAM AGREEMENT  
PROJECT NO. 2021-05**

**THIS AGREEMENT REGARDING THE SMALL WATER PROJECT PROGRAM** (the "Agreement") is made and entered into between the Teton Conservation District, a duly organized Wyoming Conservation District (the "District"), located at 420 W. Pearl Avenue, P.O. Box 1070, Jackson, WY 83001, and Robert and Dawn Schramm, (the "Landowner"), 8870 Porter Loop, Jackson, WY 83001. The purpose of this Agreement is to set forth the District's and the Landowner's respective obligations and responsibilities for a water development project partially funded by the Wyoming Water Development Commission (the "Commission") and sponsored by the District. The District and the Landowner may be collectively referred to as the "Parties."

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

WHEREAS the Landowner has applied to the District for funding for a Small Water Project Program project (the "Project") on land located at 8870 Porter Loop, Jackson, WY, PIDN 22-42-16-15-2-06-005, Teton County, Wyoming; and

WHEREAS the infrastructure that is the subject of the Project is owned by \_\_Robert and Dawn Schramm as Trustees of the Tiberina West Nominee Trust\_\_ (the "Infrastructure Owner," as further defined in Paragraph 3 (f) below), and the Infrastructure Owner has granted permission for the Landowner to undertake and complete the Project; and

WHEREAS the title of the Project is Owl Creek Subdivision – Fire Water Storage, Project Number: \_\_2021-05\_\_; the details of which are attached as Exhibit B.

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

1. Term of Agreement and Required Approvals. This Agreement becomes effective upon execution by the Parties. The term of this Agreement is from December 15, 2021 through October 10, 2023 (the "Term"). All construction and reporting required by this Agreement, and by the terms of the Commission Agreement, shall be completed during the Term.

2. Payment.

- a. Per the terms of the Commission Agreement, the District will receive payment for the Project in its capacity as Sponsor. Upon receipt of funds from the Commission, the District shall reimburse the Landowner a maximum of \$35,000.00, or 50% of the total actual Project budget, whichever is less.
- b. In addition to the funds received from the Commission, the District shall reimburse the Landowner with District funding of \$5,000.00, or 10% of actual costs, whichever is less.
- c. Payment of funds from the District to the Landowner shall be made following receipt by the District of proper documentation of expenditures, and within thirty (30) days of the District's receipt of funds from the Commission, as more particularly set forth in Paragraph 2.f below.
- d. Nothing in this Agreement obligates the District to make payments to the Landowner if the District does not receive allocated funds from the Commission.
- e. No payment shall be made for work performed or materials purchased before both:
  - (i) The District provides the Landowner with a copy of the "Notice to Proceed" letter from the Wyoming Water Development Office; and
  - (ii) The date upon which the last required signature is affixed to this Agreement, unless written approval for such expenditures was issued in advance.
- f. Prior to final payment by the District, Landowner shall provide the District with the following items:
  - i. A final inspection and certification of completion by Landowner's Professional Engineer or Professional Geologist.
  - ii. Before, during, and after photographs of the Project.
  - iii. A copy of an operation and maintenance plan for the Project, which shall be developed in accordance with accepted engineering practices.



- iv. Signed contractor invoices.
  - v. Any applicable finalized State Engineer's Office paperwork.
  - vi. As built drawings.
3. Responsibilities of Landowner. Landowner agrees to:
- a. Use grant funds only for the activities specified in this Agreement. No other use is authorized.
  - b. If applicable, provide a copy of the agreement between the Infrastructure Owner and the Landowner demonstrating that the Infrastructure Owner has approved the Project.
  - c. Acquire and submit to the District for approval all public access agreements, permits, plans and specifications, funding participation agreements, and construction budgets requested by the District.
  - d. Acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:
    - i. Substantiation of the public benefit that will be derived from the Project;
    - ii. Certification by an appropriate land management or resource management entity that the Project will meet expectations and that appropriate engineering standards, as approved by the District, will be adhered to;
    - iii. Right-of-way, public access agreements and option agreements.
    - iv. Easements on public lands, if required.
    - v. Environmental assessments.
    - vi. Section 401, Clean Water Act, Certification.
    - vii. Section 404, Clean Water Act, Permit.
    - viii. DEQ Permit to Construct.
    - ix. Final Plans and Specifications approved by the District.

- x. Incidental work required to prepare the Project for construction.
  - xi. Approval by the District of final plans specifications and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (i) through (x) above.
- e. The Landowner shall not initiate implementation of or commence construction on the Project prior to receipt of the written approval of the District.
  - f. The Landowner shall complete the Project no later than \_\_October 10, 2023\_\_ and shall have submitted its request for all funds for which it is requesting reimbursement by this date. No funds will be paid by the District for expenditures made after the end-date specified, and the Landowner shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
  - g. The Landowner shall ensure the continued operation and maintenance of the Project via a plan with the Landowner and/or Infrastructure Owner or otherwise, which plan shall delineate responsibilities for all costs, including labor, for all operation, maintenance and repairs.
  - h. The Landowner shall maintain adequate accounting records that properly disclose the source and application of grant funds for the Project. The District and its representatives shall have access to any books, documents, papers, and records of the Landowner related to this Agreement or the Project for the term of this Agreement. The Landowner shall retain said records for a period of five (5) years from the termination date of this Agreement.
  - i. In the event of any dispute between the District and the Commission, the Landowner shall provide all information requested by the District as it may pertain to the dispute.
4. Responsibilities of the District. The District shall:
- a. Abide by the terms of the Commission Agreement;
  - b. Promptly remit payments it receives from the Commission to the Landowner per the terms of this Agreement and the Commission Agreement; and

- c. Review materials, permits, documents, and other materials submitted to it by the Landowner in a timely manner.
5. Refund of Funds. Any unused portion of funds will be returned from the Landowner to the District no later than ninety (90) days after this Agreement expires or the project is complete, whichever is earlier. In addition, the Landowner specifically agrees that in the event it fails to complete the Project under the terms of this Agreement, the Landowner will refund all monies received for the Project from the District. All refunded monies received by the District that were obtained from the Commission will be returned to the Commission.
6. General Provisions.
  - a. Amendments. Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon by the Parties and made in writing. No oral amendments are allowed.
  - b. Compliance with Laws. The parties will comply with all applicable federal, state and local laws in the performance of this Agreement.
  - c. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
  - d. Non-Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Landowner shall not use this Agreement, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the District.
  - e. Assumption of Risk. The Landowner shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Landowner’s failure to comply with state, local or federal requirements. The District shall notify the Landowner of any state, local, or federal determination of noncompliance.

- f. Availability of Funds. Each payment obligation of the District is conditioned upon the availability and payment of funds from the Commission, as appropriated or allocated for the payment of this obligation. If funds from the Commission are not allocated and available for the Project, or if funds from the Commission are otherwise discontinued, the Agreement may be terminated by the District at the end of the period for which the funds are available. The District shall notify the Landowner at the earliest possible date if funds are not going to be available, and of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the District to terminate this Agreement in order to provide similar services to another party or landowner.
- g. Extensions. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement must be agreed to by the District and the Landowner, and shall be effective only after it is reduced to writing and executed by all Parties. Any agreement to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, and a detailed description of those duties.
- h. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control, and without the fault or negligence, of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform notifies the other party of the extent and nature of the problem as soon as is reasonably practical, limits any delay in performance to the delay required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the

failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- i. Indemnification. The Landowner shall indemnify, defend, and hold harmless the District and its officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of the Landowner's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of the Landowner's duties or obligations.
- j. Independent Contractor. The Landowner shall assume sole responsibility for any debts or liabilities that may be incurred in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Landowner or its agents and/or employees to act as an agent or representative for or on behalf of the District, or to incur any obligation of any kind on the behalf of the District.
- k. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person at the following addresses:  
  
Teton Conservation District  
Teton Conservation District  
P.O. Box 1070  
420 W. Pearl  
Jackson, WY 83001  
  
Landowner  
Robert and Dawn Schramm  
8870 Porter Loop  
Jackson, WY 83001
- l. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement must, at all times, be made available to the District and a copy may be maintained by the District at the District's discretion.

- m. Governmental Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the District expressly reserves governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- n. Termination of Agreement. In the event the Landowner fails to perform in accordance with the terms and conditions of this Agreement, the District may terminate this Agreement for cause. In such an instance, the District shall provide the Landowner with thirty (30) days written notice of its intent to terminate and provide the Landowner with the opportunity to cure its deficient performance during this time period. Whether the Landowner successfully cures its failure to perform within this thirty (30) day period shall be at the sole discretion of the District. Should the Landowner fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Landowner performs its duties and responsibilities. In addition, the Agreement may be terminated as described in paragraph 6.g if the Commission fails to provide funding to the District.
- o. Third Party Beneficiary Rights. The rights, duties and obligations contained in this Agreement shall operate only between the Parties, and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties' to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- p. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantor of an originally signed counterpart of this

Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Landowner.

- q. Entirety of Agreement. This Agreement, consisting of nine (9) pages, and Exhibit A, Commission Agreement, consisting of eight (8) pages, and Exhibit B, Project Application, consisting of eight (8) pages; represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- r. Signatures. In witness thereof, the Parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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

TETON CONSERVATION DISTRICT

Steve McDonald  
Steve McDonald  
Chair, Board of Supervisors  
Teton Conservation District

12/15/21  
Date:

LANDOWNER

Dawn Schramm

Date: 6 NOV 2021





**TETON CONSERVATION DISTRICT / OWL CREEK OWNERS ASSOCIATION  
SMALL WATER PROJECT PROGRAM AGREEMENT  
PROJECT NO. 2021-05 (REVISED)**

**THIS SMALL WATER PROJECT PROGRAM AGREEMENT** (the “Agreement”) is made and entered into between the Teton Conservation District, a duly organized Wyoming Conservation District (the “District”), located at 420 W. Pearl Avenue, P.O. Box 1070, Jackson, WY 83001, and the Owl Creek Owners Association, a Wyoming nonprofit corporation (the “Project Coordinator”), with an address of P.O. Box 2228, Jackson, WY 83001. The purpose of this Agreement is to set forth the District’s and the Project Coordinator’s respective obligations and responsibilities for a water development project partially funded by the Wyoming Water Development Commission (the “Commission”) and sponsored by the District. The District and the Project Coordinator may be collectively referred to as the “Parties.”

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

WHEREAS Project No. 2021-05 was previously approved by the District through an agreement between the District and Robert and Dawn Schramm for a small water project on their land located at 8870 Porter Loop, Jackson, WY, within the Owl Creek subdivision, Teton County, Wyoming (the “Project”);

WHEREAS the Schramms desire to terminate their agreement with the District so that the project can be undertaken in a different location within the Owl Creek subdivision, with the Project Coordinator taking on coordination of all aspects of the Project and owning the project infrastructure, as more particularly set forth in the Termination of Small Water Project Program Agreement executed contemporaneously herewith;

WHEREAS the land onto which the Project will be relocated is owned by DY Infinity LLC, a Wyoming limited liability company (the “Landowner”), and is located at 125 Reed Drive, Jackson, WY, Lot 48 of the Owl Creek subdivision, PIDN No. 22-42-16-15-2-05-006;

WHEREAS the entirety of the Project is located within a utility easement on Landowner’s property, as depicted and described on Plat No. 736, recorded in the Office of the Teton County, Wyoming Clerk, and the Project Coordinator has obtained Landowner’s acknowledgment of the Project, as set forth in a separate acknowledgment;

WHEREAS the infrastructure that is the subject of the Project will be owned by the Project Coordinator (the “Infrastructure Owner”) as further defined in Paragraph 3(h) below;

WHEREAS the title of the Project is Owl Creek Subdivision – Fire Water Storage, Project Number: 2021-05 (REVISED), the details of which are attached as Exhibit B; and

WHEREAS the Commission has approved a grant to the Sponsor for the Project.

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

1. Term of Agreement and Required Approvals. This Agreement becomes effective upon execution by the Parties and upon the termination of the previous Small Water Project Program Agreement between the District and Robert and Dawn Schramm. The term of this Agreement is from the date of execution through October 10, 2023 (the “Term”). All construction and reporting required by this Agreement, and by the terms of the Commission Agreement, shall be completed during this Term.

2. Payment.

- a. Per the terms of the Commission Agreement, the District will receive payment for the Project in its capacity as Sponsor. Upon receipt of funds from the Commission, the District shall reimburse the Project Coordinator a maximum of \$35,000.00, or 50% of the total actual Project budget, whichever is less.
- b. In addition to the funds received from the Commission, the District shall reimburse the Project Coordinator with District funding of \$5,000.00, or 10% of actual Project costs, whichever is less.
- c. Payment of funds from the District to the Project Coordinator shall be made following receipt by the District of proper documentation of expenditures, and within thirty (30) days of the District’s receipt of funds from the Commission, as more particularly set forth in Paragraph 2.f below.
- d. Nothing in this Agreement obligates the District to make payments to the Project Coordinator if the District does not receive allocated funds from the Commission.

- e. No payment shall be made for work performed or materials purchased before both:
  - i. The District provides the Project Coordinator with a copy of the “Notice to Proceed” letter from the Wyoming Water Development Office; and
  - ii. The date upon which the last required signature is affixed to this Agreement, unless written approval for such expenditures was issued in advance.
- f. Prior to final payment by the District, Project Coordinator shall provide the District with the following items:
  - i. A final inspection and certification of completion by Project Coordinator and/or Project Coordinator’s Professional Engineer or Professional Geologist.
  - ii. Before, during, and after photographs of the Project.
  - iii. A copy of an operation and maintenance plan for the Project, which shall be developed in accordance with accepted engineering practices.
  - iv. Signed contractor invoices.
  - v. Any applicable finalized State Engineer’s Office paperwork.
  - vi. As built drawings.

3. Responsibilities of Project Coordinator. Project Coordinator agrees to:

- a. Use grant funds only for the activities specified in this Agreement. No other use is authorized.
- b. Provide a copy of the agreement between the Landowner and/or the Infrastructure Owner and the Project Coordinator demonstrating that the Landowner and/or the Infrastructure Owner has approved the Project.
- c. Acquire and submit to the District for approval all public access agreements, permits, plans and specifications, funding participation agreements, and construction budgets requested by the District.

- d. Acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:
  - i. Substantiation of the public benefit that will be derived from the Project;
  - ii. Certification by an appropriate land management or resource management entity that the Project will meet expectations and that appropriate engineering standards, as approved by the District, will be adhered to;
  - iii. Right-of way, public access agreements and option agreements.
  - iv. Easements on public lands, if required.
  - v. Environmental assessments.
  - vi. Section 401, Clean Water Act, Certification.
  - vii. Section 404, Clean Water Act, Permit.
  - viii. Wyoming Department of Environmental Quality Permit to Construct.
  - ix. Final Plans and Specifications approved by the District.
  - x. Incidental work required to prepare the Project for construction.
  - xi. Approval by the District of final plans specifications and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (i) through (x) above.
- e. The Project Coordinator shall not initiate implementation of or commence construction on the Project prior to receipt of the written approval of the District.
- f. If applicable, the Project Coordinator shall, with assistance from the District if requested, secure permission from the Landowner allowing the District and the District's representatives, as well as the Commission and the Commission's representatives, access onto Project site to inspect the Project site and to collect necessary resource data, defined by Wyo. Stat. §6-3-414. The Project Coordinator shall assist in any logistics/planning necessary to ensure the above access is available.

- g. The Project Coordinator shall complete the Project no later than October 10, 2023 and shall have settled all claims, paid all project expenses, and submitted for all reimbursement funds by said date. No funds will be paid by the District for expenditures made after the end-date specified, and the Project Coordinator shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
  - h. The Project Coordinator shall ensure the continued operation and maintenance of the Project, shall own the infrastructure for the Project and shall be responsible for all costs, including labor, for all operation, maintenance and repairs of the Infrastructure.
  - i. The Project Coordinator shall maintain adequate accounting records related to the Project that properly disclose the source and application of grant funds and shall make records available for audit by the District upon request. The Project Coordinator shall retain said records for a period of five (5) years from the termination date of this Agreement.
  - j. In the event of any dispute between the District and the Commission, the Project Coordinator shall provide all information requested by the District as it may pertain to the dispute.
4. Responsibilities of the District. The District shall:
- a. Abide by the terms of the Commission Agreement;
  - b. Promptly remit payments it receives from the Commission to the Project Coordinator per the terms of this Agreement and the Commission Agreement;
  - c. Review materials, permits, documents, and other materials submitted to it by the Project Coordinator in a timely manner; and
  - d. Upon request, assist the Project Coordinator in obtaining permission from Landowner allowing access to the Project by the District and the Commission.
5. Refund of Funds. Any unused portion of funds will be returned from the Project Coordinator to the District no later than ninety (90) days after this Agreement expires or the Project is complete, whichever is earlier. In addition, the Project Coordinator specifically agrees that in the event it fails to complete the Project

under the terms of this Agreement, the Project Coordinator will refund all monies received for the Project from the District. All refunded monies received by the District that were obtained from the Commission will be returned to the Commission.

6. General Provisions.

- a. Amendments. Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon by the Parties and made in writing. No oral amendments are allowed.
- b. Compliance with Laws. The parties will comply with all applicable federal, state and local laws in the performance of this Agreement.
- c. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
- d. Non-Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Project Coordinator shall not use this Agreement, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the District.
- e. Assumption of Risk. The Project Coordinator shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Project Coordinator’s failure to comply with state, local or federal requirements. The District shall notify the Project Coordinator of any state, local, or federal determination of noncompliance.
- f. Audit/Access to Records. The District and any of its representatives shall have access to any books, documents, papers, and records of the Project Coordinator related to this Agreement or the Project, and the same may be copied by the District upon request.

- g. Availability of Funds. Each payment obligation of the District is conditioned upon the availability and payment of funds from the Commission, as appropriated or allocated for the payment of this obligation. If funds from the Commission are not allocated and available for the Project, or if funds from the Commission are otherwise discontinued, the Agreement may be terminated by the District at the end of the period for which the funds are available. The District shall notify the Project Coordinator at the earliest possible date if funds are not going to be available, and of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the District to terminate this Agreement in order to provide similar services to another party or landowner.
- h. Extensions. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement must be agreed to by the District and the Project Coordinator, and shall be effective only after it is reduced to writing and executed by all Parties. Any agreement to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, and a detailed description of those duties.
- i. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control, and without the fault or negligence, of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits any delay in performance to the delay required by the event, and takes all reasonable steps to minimize

delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- j. Indemnification. The Project Coordinator shall indemnify, defend, and hold harmless the District and its officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of the Project Coordinator's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of the Project Coordinator's duties or obligations.
- k. Independent Contractor. The Project Coordinator shall assume sole responsibility for any debts or liabilities that may be incurred in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Project Coordinator or its agents and/or employees to act as an agent or representative for or on behalf of the District, or to incur any obligation of any kind on the behalf of the District.
- l. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person at the following addresses:  
  

Teton Conservation District  
Teton Conservation District  
P.O. Box 1070  
420 W. Pearl  
Jackson, WY 83001

Project Coordinator  
Owl Creek Owners Association  
P.O. Box 2228  
Jackson, WY 83001
- m. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement must, at all times, be made available to the District and a copy may be maintained by the District at the District's discretion.



- n. Governmental Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the District expressly reserves governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- o. Termination of Agreement. This Agreement may be terminated immediately for cause if the Project Coordinator fails to perform in accordance with the terms and conditions of this Agreement. Should the Project Coordinator fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Project Coordinator performs its duties and responsibilities. In addition, the Agreement may be terminated as described in paragraph 6.g if the Commission fails to provide funding to the District.
- p. Third Party Beneficiary Rights. The rights, duties and obligations contained in this Agreement shall operate only between the Parties, and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties intend and expressly agree that only the Parties' to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- q. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Project Coordinator.
- r. Entirety of Agreement. This Agreement, consisting of ten (10) pages, and Exhibit A, Commission Agreement, consisting of \_\_8\_\_ pages, and Exhibit

B, Project Application, consisting of \_\_8\_\_ pages; represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

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

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

TETON CONSERVATION DISTRICT

\_\_\_\_\_  
By: Steve McDonald, Chair, Board of Supervisors

Date: \_\_\_\_\_

OWL CREEK OWNERS ASSOCIATION

\_\_\_\_\_  
By: Tracy Knauss, President

Date: \_\_\_\_\_

## Morgan Graham, GIS & Wildlife Specialist

Action Items: None

Information Items:

**Program Area:** Administration

- **Leave:** I was out of the office from 11/21/22 – 12/5/22.
- **Wilderness First Responder:** I successfully completed a Wilderness First Responder recertification course.

**Program Area:** Vegetation

- **Native Plant Pocket Guide:** I completed revisions to A Pocket Guide to the Native Plants of Teton County, WY. This update focused on replacing photos and editing species descriptions. We printed the original version in 2012 and it has been a popular resource for the community. Thanks to all staff, particularly Phoebe, for their assistance.
- **Vegetation Reclamation:** I assisted eight separate landowners with native vegetation reclamation recommendations.
- **Native Seed Plots:** We distributed native grass, forb, and shrub seed to seven locations across the valley to test establishment success across a variety of soil, light, water, and habitat regimes.
- **Jackson Hole Weed Management Association (JHWMA):** Members of JHWMA convened for their fall meeting. Most agencies reported successful field seasons despite hiring and staffing challenges. A sub-committee was assigned the task of developing an interagency volunteer weed management program. I was nominated and accepted the position of JHWMA Secretary.

**Program Area:** Geographic Information Systems/Information Technology

- **Winter Wildlife Closures:** I provided background to Jackson Hole Conservation Alliance staff regarding updates to seasonal closure dates on the Bridger-Teton National Forest. These new closure dates and areas have been incorporated into the TCD Interagency Winter Closure layer available on our website.
- **Aerial Imagery:** 2022 infrared and true-color imagery was delivered to the Teton County Assessor's office. I processed the raw data into the TCD GIS Reference Data catalog.
- **Lidar:** United States Geological Survey staff notified us that the TCD QL1 dataset has been provisionally accepted but will not undergo Final Vertical Accuracy review until surrounding areas have been validated. Their latest estimate for completion is 3/30/23. We provided lidar data to the consultants selected by Teton County to complete 30% design plans for wildlife crossings at Camp Creek, North Highway 89, and the West side of Teton Pass.

**Program Area:** Wildlife

- **JH Public Art Pollinator Request:** Carlin and I met with Carrie Geraci from JH Public Art to discuss their 2023 annual theme: Pollinators. TCD staff encouraged her to consider opportunities for a pollinator garden installation. Carrie has subsequently submitted a request for a \$10,000 sponsorship of *WildWalls Pollinators* (see Supplemental Materials). Staff requests Board direction on whether to channel this request through line-item or Partners in Conservation grant process.





December 6, 2022

Dear Teton Conservation District Board and Staff,

We have an important project to present for your consideration that is aligned with Conservation District priorities, specifically vegetation. Jackson Hole Public Art is seeking sponsorship to supporting building and outreach and education for a native plant and pollinator garden as part of our summer science-themed programming called *WildWalls Pollinators*. In summer 2023, WildWalls will feature a pollinator theme and also expand beyond murals to include commissioned pollinator-themed installations.

Jackson Hole Public Art is committed to creating opportunities for art inspired by local conservation issues, resulting in works that make science relevant, understandable, and accessible to our community and the thousands of visitors who pass through Jackson each summer. This summer, WildWalls will include a series of pollinator-themed murals (i.e., bees, butterflies, moths), 3-dimensional installations, and a native plant and pollinator garden created as a highly-visible demonstration project located in an accessible, downtown, public space. All of these projects will include educational information designed and approved by our conservation partners.

WildWalls is installed just as summer traffic arrives and is offered free and made accessible to 50,000 downtown visitors and residents daily during summer months. Public art is a proven platform for teaching residents and visitors about vital conservation efforts, encouraging them to engage with new behaviors. Through an online app, we know that 15,000 people have directly interacted with the murals alone in the past. We partner with local scientists and conservation organizations who direct educational content of the interpretive features for the installations. We promote art that creates memorable impressions, ultimately helping shift cultural norms and inspire conservation-minded human behavior.

Will the Teton Conservation District consider a sponsorship of \$10,000 towards WildWalls Pollinators to help us **build a native plant and pollinator space of approximately 80 x 80 feet** in the downtown? This project is an excellent fit with your messaging and vegetation work as pollinators are so necessary to healthy populations of native species. Through your sponsorship, we can help achieve your goals to provide meaningful conservation opportunities for community members to engage in and to foster significant community partnerships. WildWalls includes a strong, summer-long marketing campaign, enhanced and elevated by our partners, and ample opportunities for community engagement.

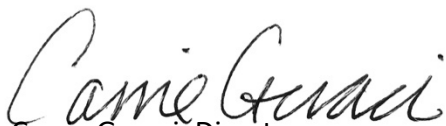
At the \$10,000 sponsorship level, we will recognize the Teton Conservation District in the following ways:

- Opportunity to participate in a One-of-a-kind event staged from the native plant garden
- Community interaction opportunities with the ArtMobile at People's Market and community parks (2-4)
- 2500 Trifold Printed Promotional Maps with a scavenger hunt
- Installation Plaques with logo at each mural and installation (approx. 10)
- Event Posters displayed throughout town
- JHN&G Fall Arts Special Section Ad (Quarter Page 9/7) 8,000
- JHN&G Scene Section Ad (Half Page 7/13) 14,754
- Hole Scroll (Quarter Page 1 month 7/13) 4,688 impressions
- Hole Scroll Takeover (1 week 7/11-7/17 ) 2,259 impressions
- Hole Scroll Takeover (2 days 9/1-9/2) 4,688 impressions
- WildWalls Instagram Reels, top 3 reached 15,517 accounts
- Facebook Events (3) + Boosted Posts

Additionally, Teton County Weed and Pest has committed to leverage the impact of your investment with additional technical, educational, and financial support. We hope to work with you to raise awareness of the important work done by the Teton Conservation District and also increase public understanding of pollinators, native vegetation, and their relationship to water and native species habitat.

Thank you for your consideration.

Best,



Carrie Geraci, Director  
Jackson Hole Public Art

## Emily Smith, Natural Resources Technician

Action Items: None

### Information Items:

#### **Program Area:** Water Resources

- **Flat Creek Temperature Loggers:** On October 24<sup>th</sup>, David and I collected temperature loggers from four locations in Flat Creek: the north-end of town, Karns Meadow, Rafter J and South Park. The water temperature of Flat Creek was recorded at hourly intervals starting at midnight on July 9<sup>th</sup>.
- **Water Quality Master Plan:** I collected and organized long-term Flat Creek water temperature datasets, which included data collected over the summer and fall of 2015, 2016, 2017, 2021 and 2022. David shared this information with TriHydro as a part of the Water Quality Master Plan.
- **Snake River Ramp Down:** The final step in the digitization process, delineating a centerline for each channel within the Snake River system, was completed at the beginning of November. Additionally, I have written metadata for the ArcGIS layers that provides context for data source and method. These layers may be shared with partners and interested parties in the future.

#### **Program Area:** Communications

- **Mountain Neighbor Handbook:** At the end of October, AlphaGraphics mailed 2,836 handbooks to properties that have seen a change in ownership since 2019. Teton Conservation District disseminated 320 copies of the *handbook* through the office while 500 copies were given to Teton County Board of Realtors. As of the beginning of December, there are copies of the Mountain Neighbor Handbooks still available at the TCD office.
- **Trout Friendly Lawns:** On November 4<sup>th</sup> I finished collecting the Trout Friendly Lawns signs for storage over the winter. This summer 46 signs were displayed on lawns throughout the valley, in addition to approximately 73 permanent Trout Friendly Lawns signs.





## David Lee, Water Resources Specialist

Action Items: None

Information Items:

**Program Area:** Water

- **Fish Creek Watershed Management Plan:** I released a Request for Proposals (RFP) on December 1, 2022, for the Fish Creek Watershed Management Plan development (see Supplemental Information). The RFP seeks proposals for consultants to facilitate stakeholders and generate background narrative for inclusion in the Plan. The deadline for proposal submission is January 11, 2023.
- **Karl M Johnson Foundation:** The cost increase for streambank restoration and stormwater detention basin project on Flat Creek near Dairy Queen has been funded in part by multiple partners. Trout Unlimited contributed \$7,500, TCD contributed \$5,750, Protect Our Water Jackson Hole contributed \$5,800, and Snake River Fund contributed \$3,950. Many thanks are due to the TCD board for this collaborative effort.
- **Town of Jackson Wastewater Treatment Plant:** WY Department of Environmental Quality (WDEQ) released a draft WY Pollutant Discharge Elimination System (WYPDES) permit for the Town of Jackson wastewater treatment plant. TCD did not submit a comment during the draft period, however I have provided the summary of changes to the permit (See Supplemental Information). The most significant changes include monthly nutrient sampling in Flat Creek above and below the facility, and the removal of ammonia (NH<sub>3</sub>) from the list of annual monitoring parameters for the facility.
- **Snake River Collaborative Water Quality Monitoring:** Over the summer, I met multiple times with several agency groups and nonprofit organizations to discuss a collaborate funding approach to additional water quality monitoring on the Snake River. I plan to draft a scope of work that would contract USGS to add continuous 6-month monitoring on the Snake River below Flat Creek, as well as other sampling objectives.
- **Septic Effluent Monitoring Project:** We delivered a press release to Buckrail and JH News & Guide describing the results of the septic effluent monitoring study (See Supplemental Information).
- **Grand Teton National Park Five-Year Agreement:** Grand Teton National Park is close to submitting the five-year agreement to administration officials at the park. As a reminder, this agreement provides an avenue for funding pass-through between the park, TCD, and eventually USGS for the operation of streamgages within Grand Teton National Park. When this occurs, it will be ready for signature by the TCD Board of Supervisors.
- **Flat Creek Watershed Improvement District (FCWID):** I provided technical assistance to FCWID's application to WY Office of Homeland Security for grant funding to support the installation of two thaw wells along Flat Creek. I generated FEMA's Federal Insurance Rate Maps for the area and developed maps of impacted properties from the proposed wells.
- **Water Quality Master Plan:** I provided five years of temperature data from loggers deployed in Flat Creek throughout the summer months, courtesy of collaboration with Emily Smith. The consultant aims to use these data to identify areas where stressful temperature for aquatic organisms.



**Request for Proposals (RFP): Fish Creek Watershed Management Plan**



**Teton  
Conservation  
District  
Est. 1946**

**Contact Information:**

David Lee  
Teton Conservation District  
Water Resources Specialist  
[david@tetonconservation.org](mailto:david@tetonconservation.org)  
PO Box 1070  
420 W. Pearl Ave, Jackson WY, 83001  
307-733-2110

## **Request for Proposals (RFP): Fish Creek Watershed Management Plan**

Teton Conservation District (TCD) is seeking proposals from qualified candidates to facilitate stakeholders in the development of a nine-element Fish Creek Watershed Management Plan (hereafter referred to as “Watershed Plan”).

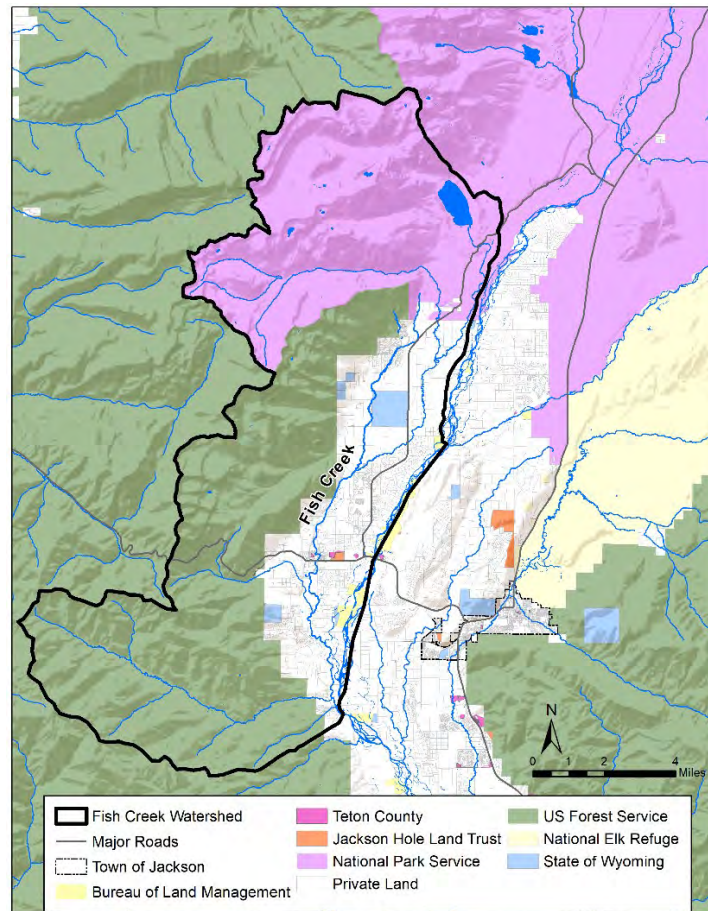
**Submittal Deadline:** Proposal must be sent in PDF format by email to David Lee ([david@tetonconservation.org](mailto:david@tetonconservation.org)) by 5:00pm on January 11, 2023. Submittals shall be valid for a period of sixty (60) days from receipt by TCD. Submittals received after the date and time specified above shall be considered late and can be excluded at the full discretion of TCD.

### **Solicitor Information:**

Teton Conservation District (TCD) is tasked with conservation of water resources within Teton County, WY. This is accomplished through partnerships with local government, citizens and non-governmental organizations. TCD reserves the right to amend this RFP and postpone submission deadlines. Additional information can be found at [www.tetonconservation.org](http://www.tetonconservation.org).

### **Introduction:**

Fish Creek is a tributary of the Snake River that runs for fifteen miles between Teton Village, WY, and south of Wilson, WY. Fish Creek is a Class 1 Outstanding Water, and is designated for cold water game fish, nongame fish, aquatic life other than fish, drinking water, fish consumption, recreation, agriculture, industry, wildlife, and scenic value uses.



*Fig. 1. The Fish Creek Watershed.*

**Project Purpose:**

Over the past two decades, local recreationalists have noticed a trend of degrading water quality in Fish Creek. Anecdotal evidence led to focused studies performed by USGS in the Fish Creek watershed, which found that excessive plant growth increased with downstream length, suggesting elevated nutrient concentration and transport in the watershed. A lack of diversity of sensitive macroinvertebrate taxa was also observed. Subsequent biological and chemical monitoring by TCD and WDEQ further support USGS findings.

In 2020, Fish Creek was listed by the WDEQ as an impaired waterbody. Their monitoring documented geometric means of *E. coli* concentrations in excess of the primary recreation standard of 126 cfu/100 mL, indicating an elevated risk of pathogen ingestion from full body contact in the waterbody. WDEQ has also preliminarily stated that the aquatic life designated uses in Fish Creek may be impaired due to nutrient enrichment.

Fish Creek has received focused attention in the form of stakeholder groups, targeted water quality studies, and best management practices to improve water quality within the watershed. However, the actions taken in the watershed have not been documented and coordinated through comprehensive watershed planning. A continued timely response to water quality degradation in Fish Creek includes the development of a Watershed Plan that characterizes the watershed, compiles current and historical data, and develops and summarizes best management practices to improve water quality in the watershed. The Watershed Plan will be submitted by TCD to WDEQ for approval as a nine-element watershed-based plan and may also be submitted as an alternative to a Total Maximum Daily Load (TMDL).

This RFP solicits environmental consultants to aid in the creation of the Watershed Plan by facilitating all stakeholders and generating background narrative for the Plan. The environmental consultant selected for hire through the RFP process is referred to as “the Contractor” hereafter.

**Scope of Work:**

The Watershed Plan will be a collaborative effort between the Contractor, TCD and WDEQ. The elements of the process to be undertaken by the Contractor are as follows:

- Convene and facilitate a Stakeholder Group to survey relevant parties to solicit information for the Watershed Plan
- Create a system to solicit and record input from the public outside of the stakeholder process
- Identify and record watershed issues and areas of concern relating to the water quality impairments and other areas identified by the data gathering process and from stakeholder and public input
- Gather, list, and summarize the existing water resources data and background information available for the Fish Creek watershed for inclusion in the Watershed Plan and presentation to stakeholders
- Draft narrative for the Watershed Plan including:
  - Background material
  - Watershed characterization
  - Existing data and findings
  - Completed mitigation actions taken in the watershed
  - Proposed mitigation actions in the watershed

**Project Deliverables:**

The information below provides further details to the Scope of Work outline above:

**Task 1- Stakeholder group facilitation**

- A) The Contractor will organize and facilitate at least two stakeholder meetings. Topics will include but not be limited to: project background, Fish Creek data review, completed projects, and envisioned projects with responsible party, budgets, timelines, and relative priority. Prior to stakeholder group establishment, the Contractor will present a plan to TCD for review. Prior to each meeting, the Contractor will work with TCD to finalize agendas and discuss meeting plans.
- B) The Contractor will be the point of contact for stakeholder activities and input over the course of this contract. The Contractor will schedule meeting times and reserve meeting spaces. Proposals should budget for needed meeting space and materials.
- C) Stakeholders will likely include but not be limited to: Teton County, Teton Conservation District, Wyoming Department of Environmental Quality, Wyoming Game and Fish Department, Wyoming Department of Transportation, Grand Teton National Park, Bridger-Teton National Forest, Trout Unlimited, Protect Our Water Jackson Hole, Teton Village Water and Sewer District, Wilson Sewer District, Aspen Pines Water and Sewer District, Town of Jackson Public Works, Shooting Star Golf Course, Teton Pines Golf Course, Snake River Ranch, Fish Creek Ranch, Jackson Hole Mountain Resort.
- D) The Contractor will establish an online mechanism for general public input including a prioritization survey framework for different types of watershed activities.

**Task 2 - Fish Creek Watershed Plan narrative**

- A) The Contractor will generate background narrative that will characterize the Fish Creek watershed climate, geology, hydrology, vegetation, wildlife, land use, and other categories.
- B) The Contractor will compile and summarize the existing background information available for the Fish Creek watershed from sources including WDEQ, USGS, and other stakeholders.
- C) The Contractor will summarize, in tabular form, completed best management practices the Fish Creek watershed, and future best management practice priorities.
- D) Text drafted by the Contractor will not include data analysis or visualization, but the Contractor will be responsible for listing existing data in tabular form and summarizing primary findings of previous data analyses.
- E) The Contractor will record stakeholder and public input for incorporation into the Watershed Plan.
- F) The completed draft narrative will be reviewed by TCD staff and the Contractor will be responsible for two rounds of edits.

**Bid Information:**

Applicants are asked to provide a proposal describing a plan of actions to meet the elements of the scope of work. This project has a maximum budget of \$37,000 and timeline of 18 months for completion. Proposals should include a budget that coincides with a detailed summary of the actions the applicant is proposing to satisfy the elements set forth in the Scope of Work.

The main deliverables for this project are stakeholder participation records, compiled water resources data, and background information necessary for Fish Creek watershed characterization. No data analysis, data visualization or mapping is being requested in this RFP, however placeholders for data-oriented sections within the document will be needed. Actual data can then be inserted by TCD. Draft deliverables will be submitted to TCD for review. Two weeks will be provided for internal TCD review, then the Contractor will have the opportunity to revise the deliverables into a final draft.

The best reference for this project is the existing 2019 Flat Creek Watershed Management Plan, [accessible here](#). More information on EPA Watershed Planning, including the nine elements required for Watershed Plans, can be found by [following this link](#).

**Proposal Requirements:**

- 1) The project budget must sum to \$37,000 or less, including all costs of contracted services broken out according to the Stakeholder (Task 1), and Narrative (Task 2) tasks. Costs must include:
  - a. Hourly rate of staff time
  - b. Overhead
  - c. Meeting costs
  - d. Sub-contracting costs
- 2) An outline of proposed Stakeholder meeting topics and schedule.
- 3) A timeframe for completion of Tasks 1 and 2.
- 4) An account of your ability to work with Fish Creek Stakeholders and complete watershed planning in a manner that adheres to EPA guidance and requirements.
- 5) One paragraph describing your ability to work with TCD to complete a collaborative document.
- 6) A statement highlighting any foreseeable problems completing this project, under the direction provided with proposed solutions.
- 7) Two references (Name, Project, Phone, Email) from former or current clients.

**Fee and Payment:**

Cost proposals shall be submitted per the Proposal Requirements within this RFP and shall identify the costs associated with each task and be in the form of a Time and Materials / Not to Exceed \$37,000 as agreed to by the Contractor and TCD. Total payment will be paid out in two equal increments; one payment will occur at 50% project completion, and the second at 100% completion of the deliverables. The Contractor will invoice TCD at those milestones.

**Cost of Submittal Preparation:**

Any costs incurred by applicants responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the applicants submitting the response. TCD shall not reimburse the applicants for any such expenses.

**Acceptance:**

This RFP provides interested professionals with the necessary information to enable them to prepare and submit information for consideration by TCD.

TCD reserves the right to enter into further discussions with any applicants based solely upon the initial response to the RFP and the right to negotiate the cost with the selected applicants if it is deemed to be in the best interest of TCD.

If TCD is unable to negotiate a final scope of services and professional fee with the TCD's first choice, TCD reserves the right to negotiate with other applicants who submitted a response proposal to the RFP.

Consortiums, joint ventures, or teams submitting offers will not be considered responsive unless it is established that contractual responsibility rests solely with one individual, firm, or corporation. TCD will contract with one consultant only in conjunction with the services solicited in this RFP.

**Compliance with Federal Grant and Procurement Procedures:**

This project is funded in part by EPA Clean Water Act Section 319 federal grant funding and thereby TCD and subcontractors are required to comply with the Uniform Administrative Requirements of [Title 2 CFR, Subtitle A, Chapter II, Part 200](#).



**Wyoming Department of Environmental Quality  
Water Quality Division  
WYPDES (Wyoming Pollutant Discharge Elimination System) Program**

STATEMENT OF BASIS

Renewal

APPLICANT NAME: Jackson, Town of

MAILING ADDRESS: PO Box 1687  
Jackson, WY 83001

FACILITY LOCATION: Jackson Wastewater Lagoon, located in the SWNW, Section 29, Township 41 North, Range 116 West, Teton County. Effluent discharge is to the Snake River (2AB) via constructed wetlands.

Latitude: 43.40105  
Longitude: -110.78946

PERMIT NUMBER: WY0021458

***This permit has been renewed in accordance with current WYPDES permitting requirements. All permit effluent limits and monitoring requirements have been updated in accordance with current WDEQ regulations and policy. Specific changes to the permit include the following. All changes can also be found in Part I, Tables A and B of the permit.***

1. Add nutrient monitoring requirements upstream and downstream of this facility on Flat Creek.
2. Update waste load allocation calculations and water-quality-based effluent limits based upon instream data from USGS station 13013650- Snake River at Moose, WY', which is located upstream of this facility.
3. Update technology-based effluent limits for carbonaceous biochemical oxygen demand (CBOD5) and total suspended solids (TSS) based upon current state water quality rules and federal effluent limit guidelines.
4. Total Kjeldahl nitrogen, oil and grease, and total ammonia are being removed from the list of annual nutrients monitoring constituents for this facility. Total Kjeldahl nitrogen is being removed because it has been determined to be of limited value in determining a facility's nutrient contributions to a receiving stream. Orthophosphate phosphorus sampling and reporting replaces total Kjeldahl nitrogen sampling and reporting. Oil and grease and total ammonia are being removed because the facility already monitors and reports end-of-pipe concentrations for these two constituents on a more frequent than annual basis, therefore additional annual sampling for these parameters is redundant.
5. Sampling frequency is increased from monthly to weekly for temperature and oil and grease.
6. This permit contains many minor language, grammar and formatting changes in the interests of brevity and clarity.
7. The Annual Metals monitoring requirements previously contained in Part III.B.f. of the permit have been removed as per current WYPDES permitting practice.

**Facility Description**

The wastewater treatment facility serving the Town of Jackson includes a preliminary treatment building, an intermediate pumping facility, an ultraviolet disinfection facility, three backup power sources, ten (10) lagoons, and three photovoltaic solar systems.



**FOR IMMEDIATE RELEASE:** November 3, 2022

**Contact:** Carlin Girard, Executive Director, Teton Conservation District | [carlin@tetonconservation.org](mailto:carlin@tetonconservation.org) | (307) 733-2110

### **Septic System Effluent Monitoring Study**

**Jackson, Wyo.** – The final report for the Teton County, Wyoming Septic System Effluent Monitoring Study has been released. Led by Teton Conservation District and Teton County, Nelson Engineering and Alder Environmental were contracted to measure the composition and treatment of wastewater in four residential septic systems and leachfields in Teton County, WY. Funding support was provided from Protect Our Water Jackson Hole.

Prompted by a community concern that wastewater is a significant source of contamination in groundwater and surface water, this study is the first in Teton County to directly measure how existing septic systems function in cold temperatures and coarse, cobble-laden soils. It was the project sponsors' hope that this community could learn how to build and maintain septic systems so they operate more efficiently in our local environment.

“The important question from my perspective is whether treatment in a well-constructed septic system is meeting design specifications,” said Carlin Girard, Executive Director at Teton Conservation District. “Furthermore, we hoped to understand how design criteria could be adjusted to increase treatment capabilities. This study has helped us answer these critical questions.”

To assess how septic systems and leachfields treat wastewater as it moves through the system and eventually into the soils and groundwater, volunteer septic system owners were sought. Sites were selected if they met a set of tight criteria. Chosen sites needed to be between five and 30 years old, with year-round occupancy and a complete set of design records. Additionally, to limit cost associated with installation of monitoring wells, sites with relatively shallow groundwater beneath them were selected. “If it sounds like sites were cherry picked to be high-functioning, that is because they were,” says Girard. “We needed to find systems that were working correctly to assess the function of a standard septic system. We also wanted to have four sites that could be compared as replicates, instead of four different types of systems.”

Once sites were chosen, each were instrumented and sampled using the same approach. Every month for two winters and one summer, samples were collected prior to discharge into the leachfield, at two depths in the soil below the leachfield, and in the groundwater downgradient from the leachfield. Groundwater samples were collected from wells installed at each site. An upgradient well was installed as a reference point, one well was installed in the center of the leachfield, three wells were installed 10 ft downgradient of the leachfield, and two wells were installed 50 ft downgradient from the leachfield. Flow rate into the system was also measured.

Measured chemical constituents were compared among sites and to published results from peer-reviewed studies. Sites performed differently, but in general were comparable to published results, often performing better than published results. However, published results are often collected immediately after system installation and prior to establishment of biomats that perform the biological processing in the soils below the leachfield bed.

Removal of toxic nitrogen compounds was of strong interest due to local groundwater contamination concerns. David Lee, Water Resources Specialist at Teton Conservation District, explains the nitrogen

treatment results. “Across all sites, nitrogen treatment and conversion to nitrogen gas decreased during the cold winter months. We expected this to some extent, but now we have measured it. These results prompt some very straightforward and cost-effective design modifications to retain heat throughout the septic system and leachfield.”

“Septic systems are, and will remain, a crucial infrastructure tool for rural areas in Teton County,” Amy Ramage, Teton County Engineer, confirms. “Thanks to the project partners, this research provides us relevant data about how septic systems work in our community and will help us update regulations in the future as we complete the Water Quality Master Plan.”

A final and important recommendation within this report is to inspect and maintain your septic systems. In the close monitoring of the septic systems within this study, the project team found that at times certain systems gained groundwater through infiltration, and others lost wastewater as groundwater levels dropped. “The recommendation for a mandatory inspection and maintenance program is not as simple as one might imagine,” says Bob Norton from Nelson Engineering. “The data we collected helped reveal just how subtle certain types of septic system failures can present, and how we might assess a septic system to better document a problem.”

The full report for the Septic System Effluent Study can be viewed at <https://www.tetonconservation.org/septic-monitoring-study>.

## Carlin Girard, Executive Director

### Action Items:

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

**Suggested Motion:** *Move to approve the Flat Creek Watershed Improvement District's submission of a grant request to the Wyoming Office of Homeland Security for thaw well implementation with Teton Conservation District as the grantee.*

### Information Items:

#### **Operations Area:** Administration

- **TCD Supervisor Elections:** This November, 2022, voters elected Cate Watsabaugh, Bob Lucas, and Dave Adams to the TCD Board of Supervisors. Oaths of office have been signed, and so these supervisors are now officially seated.
- **TCD Mill Levy Election:** The Conservation Tax passed by majority vote, reinstating TCD's ability to request up to 1 mill of property tax for the next four years.
- **TCD Boundary Adjustment:** The Wyoming Department of Revenue has officially recognized TCD's new boundary (see Supplemental Material).
- **Phoebe's Leave of Absence:** Phoebe will be returning to the office December 19, 2022.

#### **Program Area:** Vegetation

- **Slow Food of the Tetons (SFT) Memorandum of Agreement (MOA):** When SFT requested their reimbursement through their annual MOA, I identified an error in their MOA Award Letter, and in the amount we budgeted for in our FY23 budget. The error resulted in a \$2,000 deficit in TCD's budget line-item for their MOA. I consider the error to be my fault, not theirs. To address the error, the deficit was made up using \$2,000 from the Partnering Funds line-item.

#### **Program Area:** Land

- **Development Reviews:** 1) Since the TCD Board meeting in October 2022, TCD Staff have reviewed five development reviews. In all cases, the applicants are moving towards subdivision. Reviews included: a six-lot subdivision in Shooting Star East, a development option that allows a one-lot subdivision based on conservation easement implementation along Three Channel Spring Creek, a preliminary application prior to an entitled 79-lot subdivision on Hereford Ranch, a 17-lot subdivision on Lower Valley Energy land, and a 28-lot Condominium/Townhome subdivision for cabins at Grand Targhee. This was quite a burst of activity.
- **Bureau of Land Management (BLM) Temporary Housing:** TCD was notified by the BLM, and we submitted comments, regarding a proposal from Wyoming Department of Transportation (WYDOT) to establish temporary housing for roadworkers on the BLM property on the SW corner of the South Park Bridge. This site is currently being used for storage by WYDOT.
- **Highway 390 State Lands:** There has been a flurry of activity centered around development of a glamping site and storage units on the Highway 390 State Section.

There has been a lawsuit filed by Teton County to the State of Wyoming, which was dismissed, and more recently, Protect Our Water JH has filed suit. Primary concerns are focused on the permitting process for the glamping site's septic system, as well as its proximity to wetlands. I met with Jared Smith and Dan Heilig, who are actively involved, and they request that TCD participate more. If the TCD Board would like me to be more active in these conversations, please provide guidance.

- **Sustainable Destination Plan:** Roby and I attended a presentation on the draft Sustainable Destination Plan, being created by the Travel and Tourism Board. The plan has incorporated feedback from community leaders, stakeholders, and the general public. TCD has attended three meetings and has provided input.

**Operations Area: Communications**

- **Mountain Neighbor Handbook:** The Mountain Neighbor Handbook has officially launched. A website and hard copy version are available. In Phoebe's absence, I have run point on distribution and communication, which was a very substantial workload. Feedback locally, regionally, and nationally has been outstanding. I have never been involved with a project with this level of engagement. I wish Phoebe were here to administer the launch, so that she could receive credit for her excellent work.



## DEPARTMENT OF REVENUE

122 West 25th Street, Suite E301  
Herschler Building East  
Cheyenne, WY 82002-0110  
E-Mail: [dor@wyo.gov](mailto:dor@wyo.gov)  
Web: <http://revenue@wyo.gov>

**MARK GORDON**, *Governor*  
**BRENDA HENSON**, *Director*

Telephone (307) 777-7961  
DOR Director (307) 777-5287  
Property Tax (307) 777-5235  
Excise (307) 777-5200  
Mineral (307) 777-5237  
Liquor (307) 777-7231

10/19/2022

Emily Hagedorn  
PO Box 1070  
Jackson, WY 83002

Dear Ms Hagedorn,

The Wyoming Department of Revenue has received and reviewed the documentation that was submitted for the dissolution of Teton Conservation in Park County. Based on the documentation, the Department has processed this request and Teton Conservation in Park County has been officially dissolved.

This notice is the current, final determination and supersedes all other notices received from the Department of Revenue. If you have any questions, please do not hesitate to contact us.

Sincerely;

A handwritten signature in black ink, appearing to read 'Dan Shadakofsky'.

Dan Shadakofsky  
Senior CT Business Applications Analyst  
307-777-5432  
[Dan.shadakofsky@wyo.gov](mailto:Dan.shadakofsky@wyo.gov)

cc: Park County Assessor  
Park County Clerk  
Park County Commissioners

(COMMITTEE\_20221019)