



**Teton
Conservation
District
Est. 1946**

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Teton Conservation District
May Board Meeting and FY2020 Budget Hearing
June 18, 2019 at 1:00 p.m. | 420 W. Pearl Ave. Jackson, Wyoming

Meeting Members:

Board Members: Bailey Schreiber, Dave Adams, Bob Lucas, Steve McDonald, and Nate Fuller

Associate Board Members: Tom Breen

Staff Members: Carlin Girard, Emily Hagedorn, Robb Sgroi, Morgan Graham, Elyce Gosselin, and Phoebe Coburn

Guests and Partners: Luther Propst (Teton County Commissioner), Mary Moore (Bridger-Teton National Forest), Adam Clark (Natural Resources Conservation Service), Scott Steen (Slow Food in the Tetons), Leah Dow-Sanchez (Jackson Hole Community Gardens Project), Joelle Lazzareschi (Vertical Harvest), Tarra Pierce (Vertical Harvest), and Nona Yehia (Vertical Harvest).

Agenda:

Action Items Affecting FY2020 Budget (See Robb's Staff Report) 30 minutes
 Scott Steen, Slow Food of the Tetons: Slow Food Farm Stand
 Leah Dow-Sanchez, Jackson Hole Community Gardens Project: Improvements
 Joelle Lazzareschi, Vertical Harvest: Educational Tours
 Tarra Pierce & Nona Yehia, Vertical Harvest: Sustainability Initiative

Public FY2020 Budget Hearing (1:30 p.m.)

Minutes and Treasurer's Report: 15 minutes
 May 21, 2019 TCD Regular Board Minutes
 May 2019 Treasurer's Report

Agency Reports, Guests and Public Comment: 10 minutes

Board Reports: 10 minutes

Staff Reports and Staff Action Items: 60 minutes
 Rangeland Health Assessment Program Contract Approval
 Professional Tree Care Contract Extension Approval
 Small Water Project Program Central Pipeline Contract Approval
 Hoback Drinking Water Stakeholder Group Request for Proposals

Old and New Business: 15 minutes

Executive Session: 15 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 Monthly Board Meeting
Meeting Minutes from May 21, 2019
420 W. Pearl Ave., Jackson, Wyoming**

Attendees:

TCD Board of Members: Dave Adams, Steve McDonald, Nate Fuller, and Bailey Schreiber.

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

Guests: Gary Blazejewski (Natural Resources Conservation Service (NRCS)), Mary Moore (Bridger-Teton National Forest (BTNF)), Virginia (Ginger) Stout (Veterinary Initiative for Endangered Wildlife (VIEW)), Bryan Bedrosian (Teton Raptor Center).

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

Minutes from the previous meetings: Dave moved to accept the minutes from the April, 2019 meeting. Nate seconded and the motion passed unanimously. Bailey was absent for the vote.

Treasurer's Report from the previous months: Emily notified the board of an amendment to the March 2019 Treasurer's Report. Dave gave the highlights of the April 2019 Treasurer's Report. Checks written: \$221,643.05. Credit card charges: \$1,873.25. Net credits for the month: \$31,619.92. Operating Reserves Account Balance: \$502,164.88. Committed Funds Savings Account: \$133,044.98. Reconciled General Fund Checking Balance: \$566,086.55. Checks numbering #18699 through #18745 dated between April 1, 2019 and April 30, 2019 were presented and approved. The board reviewed the cash reconciliation for the month of April 2019. **Nate moved to approve the Treasurer's Report. Dave seconded and all were in favor.** Bailey was absent for the vote.

Guest/Agency Reports:

Gary Blazejewski (NRCS): Gary thanked TCD for the work that went into the NRCS Local Work Group (LWG) meeting, which Gary stated was larger than all other LWG meetings combined. Gary discussed his plans to take a new job on the East Coast. His last day with NRCS in Wyoming will be June 7, 2019. The TCD board and staff gave Gary a book and a note of thanks for his work with TCD.

Mary Moore (BTNF): Mary thanked Carlin for his time on the restoration of Coburn Meadows, and for the TCD's financial support. Mary gave an update on the local federal agency chronic wasting disease working group, a request from the Wyoming Department of Agriculture to revisit vacant grazing allotments, and the Teton Area Wildfire Protection Coalition's Teton Wildfire Ambassador Program (TWAP) Mary also noted that the development alternatives for the expansion of Snow King Resort would be available soon for public comment. Carlin asked about an irrigation diversion on Fish Creek in the upper Gros Ventre. Mary conveyed they are exploring options to repair or maintain it.

Board Reports: Steve gave a brief recap of the NRCS LWG meeting in Alta on May 1, 2019.

Staff Reports:

Emily: Emily discussed an error regarding a withdrawal that has been resolved, the board members' terms, and a possible tour of Integrated Solid Waste and Recycling's transfer station.

Robb: **Dave moved to award the BTNF grazing allotment monitoring project to Y2 Consultants, and authorize TCD staff to develop the contract for services. Nate seconded and the motion passed unanimously.** Bailey was absent for the vote.

There was discussion on the request from the Alta Elementary School for educational programming and improvements. **Dave moved to fund the request to the amount of \$2,000. Nate seconded and all were in favor.** Bailey was absent for the vote.

Robb's final action item pertained to a Small Water Project Program contract. Nicole Krieger reviewed the contract. **Dave moved to approve the 'Fall Creek Ranch Water Supply Improvement Project' agreement, and authorize the acting board Chair to sign the agreement. Nate seconded. All were in favor.** Bailey was absent for the vote.

Brief discussions on the East Side Ditch and the mobile air quality monitoring station followed.

Morgan: Bryan Bedrosian expressed his thanks for TCD's support of Teton Raptor Center projects and discussed the request before the board. **Dave moved to to award \$1,175 from the unused portion of the Sage Grouse Winter Flight line item of the FY19 budget to Teton Raptor Center in order to conduct aerial surveys for great gray owls. Nate seconded and all were in favor.** Bailey was absent for the vote.

Morgan and Virginia Stout provided information on the application for funding for serological testing of archived bison serum. **Nate moved to award \$5,000 from Wildlife Disease line item of the FY19 budget to VIEW, in support of serological testing of archived bison serum for selected diseases in the Jackson bison herd. Dave seconded.** Steve discussed his recollection of Bob's concerns at the previous meeting. Virginia noted that documenting the presence of disease was primarily a wildlife management interest, but responded that some of the diseases being studied can show few symptoms in cattle, and that calves brought into the valley are not tested. Morgan talked about the relevance of the study in other parts of the state, and for cattle that are frequently interacting with bison. Virginia confirmed that TCD will receive reporting on the results of the study. **All were in favor.** Bailey was absent for the vote.

Morgan discussed the tour of Kelly Hayfields scheduled for June 13, 2019. Bryan Bedrosian added there was discussion of a tour with the Sage Grouse Working Group. Bryan talked about variability of sage grouse lek counts and how weather cycles have impacted the population. Brian expressed great concern regarding low genetic variability in the small population. A task force is being convened to come up with an action plan.

Lastly, a brief discussion on the soil type maps that are available for Teton County took place.

Carlin: Carlin discussed various student projects relating to water quality data and student field trips to Karns Meadows. He discussed Kirsten Kapp's microplastics research and said he thinks further research needs to be done on the toxicology of microplastics.

Elyce: Elyce did not have any updates and there were no questions about her report.

Phoebe: Phoebe provided some background on TCD's intention to bring Alayne Blicke of the organization Horses for Clean Water to Jackson for two days in late July. **Dave moved to have the acting board chair sign the Horses for Clean Water MOA and allocate \$3,300 from the "Equine Corral Runoff Management" line item of the FY 2019 budget. Nate seconded and all were in favor.** Bailey was absent for the vote.

Tom: **Dave moved to direct staff to notify the Wyoming Administration Department of the selected Public Records Contact personnel as per the Public Records Memorandum dated May 21, 2019, and to comply with all other aspects of the recently amended Public Records Act. Nate seconded and the motion passed unanimously.** Bailey was absent for the vote.

Tom then discussed the logistics of strategic planning with the board.

Dave expressed that is preferable for the Classical Academy to hook up to the sewer, and said he is in favor of TCD making a comment in support of that, in light of TCD's other water quality efforts.

A break was called at 2:46. Steve called the meeting to order again at 2:59.

Robb added an informational item on the Slow Food Farm Stand located near Movieworks, which suffered some fire damage. Dave expressed that he would entertain a request for support, and Nate expressed that Slow Food of the Tetons does support local agriculture.

Nate asked about the informational item in Robb's staff report regarding the fees associated with the disposal of vegetation from wildfire risk reduction and arboriculture projects. Nate expressed that there could be a discounted rate associated with wildfire risk reduction projects. Tom said staff will follow up with Integrated Solid Waste and Recycling to enquire whether they might have a mechanism that could help.

FY2020 Draft Budget Review:

The FY2020 draft budget was reviewed by the board. Points of discussion include the following.

The Buffalo Valley/Pacific Creek Mitigation item (line 41) has been cancelled, along with the Buffalo Valley Violation Mitigation Project (line 156).

The Agricultural BMP Plans item (line 58) was discussed. It was proposed that the line item be increased to \$30,000. Dave expressed he would prefer TCD fund the costs of infrastructure, rather than supporting a planning process. Robb explained that Grand Teton National Park is eligible to apply for state funding for infrastructure improvement projects at the Elk Ranch, independent of a plan being in place. Steve also supported Dave's opinion on supporting tangible projects. It was decided the line item would remain at \$3,000.

There was discussion on adding \$10,000 to the budget for the purpose of strategic planning.

Dave made a motion to approve the budget amendments as discussed, plus any amendments made during executive session. Nate seconded and the motion passed unanimously. Bailey was absent for the vote.

Bailey arrived at the meeting.

Handbook Discussion:

Emily asked a question regarding holidays and offered a clarification regarding part-time and full-time employment.

Executive Session: Dave moved to go into Executive Session at 4:06 p.m. to discuss personnel matters. Nate seconded and all were in favor.

Dave Adams moved to return to Regular session at 5:23pm. Bailey seconded, and the motion passed unanimously.

Dave Adams moved that wages be adjusted, as written in the following table. Nate seconded the motion, and the motion passed unanimously.

| | | |
|--|-------------|-------------------|
| Tom Segerstrom | 0% increase | Exempt Status |
| Emily Hagerdorn | 1% increase | Non-Exempt Status |
| Robb Sgroi | 3% increase | Non-Exempt Status |
| Morgan Graham | 2% increase | Exempt Status |
| Carlin Girard (Additional responsibilities and changes in job description, TBA) | 5% increase | Exempt Status |
| Phoebe Coburn | 2% increase | Exempt Status |
| Elyce Gosselin | 0% increase | Non-Exempt Status |

Bailey moved to amend the Personnel Handbook as presented by the Handbook Subcommittee in the Board Packet, with one typographical correction in the last sentence of the Privacy Expectations: Inspection section (page 5) and the addition of the word “designated” to the first sentence of the Full Time/Part Time Employment section (Page 9). Dave seconded the motion and the motion passed unanimously.

Adjournment: Dave moved and Nate seconded a motion to adjourn at 5:25pm. The motion passed unanimously.

Teton Conservation District - Monthly Treasurer's Report

May 31, 2019

| Debits for the month: | |
|-------------------------------|--------------|
| <u>Checks written between</u> | |
| May 1 and May 31, 2019 | \$142,870.25 |
| May credit card charges of | \$3,264.77 |

| Credits for the month: | |
|--|---------------------|
| <u>regular income sources</u> | |
| Mill Levy from Teton County | \$113,485.79 |
| General Fund Checking Interest from Wells Fargo Bank | \$15.11 |
| Committed Funds Savings Interest - Wells Fargo Bank | \$4.64 |
| Operating Reserve Account Income from First Interstate | \$234.57 |
| Well Test Kit Sales (25 sales) | \$1,332.17 |
| <u>other income sources</u> | |
| Friends of Fish Creek - Fish Creek Sampling Reimb. | \$12,366.87 |
| Total Credits for May | \$127,439.15 |

| 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 | \$2,399.45 | 0.30% | \$502,399.45 |
| total | \$500,000.00 | | total | \$502,399.45 |
| <u>Committed Funds Saving Account @ Wells Fargo Bank</u> | | | | |
| Previous Committed Balance | | | | \$133,040.54 |
| Transfers in or out | Transfer Committed Funds In | | | \$89,000.00 |
| | Transfer Committed Funds Out | | | \$860.55 |
| Interest Income, prev\$+new% | | | 0.03% | \$4.64 |
| | | | total | \$221,184.63 |
| Total Funds in Investments | | | | \$723,584.08 |

| Ending Summary and Following Month's Information to Date | | | |
|--|-----------|-------|--------------|
| General Fund Checking Account Balance as of | 05/31/19 | 0.01% | \$447,253.95 |
| Outstanding Checks as of 4-30-19 | | | \$11,622.67 |
| Reconcilled QuickBooks Balance as of | 5/31/2019 | | \$435,850.52 |
| Mill Levy to be collected in June | | | \$250,685.90 |
| Checks written so far for the month of June | | | \$33,812.12 |

| Addition to the Treasurer's Report: | | FY19 Spent to Date & Income | 6/11/2019 | 92% of FY | |
|---|-----------------------|-----------------------------|---------------------|-------------------|--|
| <i>Income:</i> | <i>Budgeted:</i> | <i>Income to Date:</i> | <i>Receivables:</i> | <i>Received %</i> | |
| Regular Income: | | | | | |
| Mill Levy | \$1,448,323.50 | \$1,565,912.05 | -\$117,588.55 | 108.1% | |
| Interest Income | \$2,000.00 | \$2,673.60 | -\$673.60 | 133.7% | |
| Well Test Kit Sales | \$1,500.00 | \$8,180.59 | -\$6,680.59 | 545.4% | |
| WDA Base Funding + WACD WQ | \$8,823.50 | \$8,823.50 | \$0.00 | 100.0% | |
| Unanticipated Income | \$2,500.00 | \$3,802.93 | -\$1,302.93 | 152.1% | |
| Project Grants & Pass Thrus: | | | | | |
| FY18 & 19 GTNP Gaging Stations | \$35,180.00 | \$17,400.00 | \$17,780.00 | 49.5% | |
| Fish Creek Sampling Partnership | \$30,000.00 | \$22,366.87 | \$7,633.13 | 74.6% | |
| Friends of Fish Crk Septic Monitoring | \$30,000.00 | \$0.00 | \$30,000.00 | 0.0% | |
| BTNF Historic Photo Point Reimb. | \$3,834.00 | \$3,834.00 | \$0.00 | 100.0% | |
| Wyoming Water Development Proj. | \$148,663.00 | \$35,000.00 | \$113,663.00 | 23.5% | |
| Unanticipated Grants/Reimb. | \$2,500.00 | \$18,756.23 | -\$16,256.23 | 750.2% | |
| Total | \$1,713,324.00 | \$1,686,749.77 | \$26,574.23 | 98.4% | |
| <i>Program Expenses:</i> | <i>Budgeted:</i> | <i>Spent to Date:</i> | <i>Remaining:</i> | <i>Spent %</i> | |
| Agriculture Assistance-Cropland | \$228,163.00 | \$90,301.60 | \$137,861.40 | 39.6% | |
| Agriculture Assistance-Rangeland | \$39,000.00 | \$650.00 | \$38,350.00 | 1.7% | |
| JHWMA Cooperative Project | \$39,200.00 | \$39,200.00 | \$0.00 | 100.0% | |
| Mapping Resources & GIS | \$14,000.00 | \$1,936.47 | \$12,063.53 | 13.8% | |
| Sustainability Projects Air Quality | \$6,000.00 | \$3,241.93 | \$2,758.07 | 54.0% | |
| TAWPC/WUI Program | \$75,000.00 | \$33,929.00 | \$41,071.00 | 45.2% | |
| MOA Partner Funding | \$84,134.00 | \$50,750.00 | \$33,384.00 | 60.3% | |
| TAC Grants and Partnering Funds | | | | | |
| TAC Grant \$ Available in FY 2019 | \$0.00 | \$0.00 | \$0.00 | 0.0% | |
| TAC Grant Funds Committed | \$108,834.00 | \$108,834.00 | \$0.00 | 100.0% | |
| TCD Partnering \$ Available FY19 | \$148,692.16 | \$0.00 | \$148,692.16 | 0.0% | |
| TCD Partnering Funds Committed | \$134,030.63 | \$106,469.49 | \$27,561.14 | 79.4% | |
| Communications & Outreach | \$35,000.00 | \$16,178.45 | \$18,821.55 | 46.2% | |
| Water Quality Program Monitoring | \$133,500.00 | \$15,214.12 | \$118,285.88 | 11.4% | |
| Fish Creek WQ Projects | \$71,000.00 | \$42,402.77 | \$28,597.23 | 59.7% | |
| Flat Creek WQ Projects | \$60,000.00 | \$2,570.48 | \$57,429.52 | 4.3% | |
| Flat Crk Water Improvement Dist. | \$27,500.00 | \$27,511.82 | -\$11.82 | 100.0% | |
| USGS Partnering Projects | \$128,530.00 | \$118,474.00 | \$10,056.00 | 92.2% | |
| MOA Partner Funding | \$64,148.00 | \$64,148.00 | \$0.00 | 100.0% | |
| Wildlife Projects | \$62,500.00 | \$42,990.00 | \$19,510.00 | 68.8% | |
| MOA Partner Funding | \$27,000.00 | \$11,994.00 | \$15,006.00 | 44.4% | |
| Total | \$1,486,231.79 | \$776,796.13 | \$709,435.66 | 52.3% | |
| <i>Operation Expenses:</i> | <i>Budgeted:</i> | <i>Spent to Date:</i> | <i>Remaining:</i> | <i>Spent %</i> | |
| General Office Expense | \$78,000.00 | \$54,871.86 | \$23,128.14 | 70.3% | |
| Supplies & Equipment | \$26,250.00 | \$23,173.87 | \$3,076.13 | 88.3% | |
| Communications & Travel | \$16,250.00 | \$8,890.29 | \$7,359.71 | 54.7% | |
| Professional Expenses | \$80,080.00 | \$63,241.33 | \$16,838.67 | 79.0% | |
| Payroll Expenses | \$690,000.00 | \$558,015.11 | \$131,984.89 | 80.9% | |
| Meeting Expenses | \$8,100.00 | \$3,856.34 | \$4,243.66 | 47.6% | |
| Total | \$898,680.00 | \$712,048.80 | \$186,631.20 | 79.2% | |

Income vs. Checks Written (per month) - FY17, FY18 + FY19 to date

| FY 2017 | mill levy | other income | checks | difference |
|--------------|------------------------|---------------------|-----------------------|----------------------|
| July | \$20,038.78 | not determined | \$83,991.70 | -\$63,952.92 |
| August | \$5,297.74 | | \$99,769.50 | -\$94,471.76 |
| September | \$94,013.59 | | \$73,005.65 | \$21,007.94 |
| October | \$185,627.62 | | \$103,280.48 | \$82,347.14 |
| November | \$192,474.28 | | \$228,382.97 | -\$35,908.69 |
| December | \$290,153.78 | | \$64,170.90 | \$225,982.88 |
| January | \$193,846.84 | | \$211,959.70 | -\$18,112.86 |
| February | \$41,515.18 | | \$138,150.17 | -\$96,634.99 |
| March | \$12,022.80 | | \$136,747.43 | -\$124,724.63 |
| April | \$19,307.38 | | \$134,523.62 | -\$115,216.24 |
| May | \$83,033.42 | | \$103,105.06 | -\$20,071.64 |
| June | \$221,117.37 | | \$121,939.39 | \$99,177.98 |
| Total | \$1,358,448.78 | | \$1,499,026.57 | -\$140,577.79 |
| FY 17 | average per mo. | \$113,204.07 | \$124,918.88 | -\$11,714.82 |

| FY 2018 | mill levy | other income | checks | difference |
|--------------|------------------------|---------------------|-----------------------|---------------------|
| July | \$17,210.78 | \$9,215.51 | \$79,576.53 | -\$53,150.24 |
| August | \$4,754.98 | \$35,778.77 | \$74,492.53 | -\$33,958.78 |
| September | \$96,218.14 | \$153.78 | \$133,770.61 | -\$37,398.69 |
| October | \$185,487.48 | \$231.52 | \$99,518.91 | \$86,200.09 |
| November | \$208,633.22 | \$3,280.74 | \$157,941.25 | \$53,972.71 |
| December | \$327,094.48 | \$6,913.58 | \$186,216.61 | \$147,791.45 |
| January | \$253,165.64 | \$44,453.62 | \$95,455.48 | \$202,163.78 |
| February | \$60,749.69 | \$60,749.69 | \$78,319.08 | \$43,180.30 |
| March | \$12,156.16 | \$353.93 | \$86,947.63 | -\$74,437.54 |
| April | \$13,370.64 | \$8,474.17 | \$259,158.44 | -\$237,313.63 |
| May | \$138,760.33 | \$2,088.07 | \$137,412.17 | \$3,436.23 |
| June | \$131,248.93 | \$46,038.99 | \$156,975.84 | \$20,312.08 |
| Total | \$1,448,850.47 | \$217,732.37 | \$1,545,785.08 | \$120,797.76 |
| FY 18 | average per mo. | \$120,737.54 | \$128,815.42 | -\$8,077.88 |

| FY 2019 | mill levy | other income | checks | difference |
|--------------|------------------------|---------------------|-----------------------|---------------------|
| July | \$14,319.14 | \$1,082.93 | \$70,615.30 | -\$55,213.23 |
| August | \$5,231.98 | \$38,027.73 | \$58,170.33 | -\$14,910.62 |
| September | \$98,726.77 | \$9,648.81 | \$171,578.51 | -\$63,202.93 |
| October | \$203,631.72 | \$3,137.76 | \$130,566.07 | \$76,203.41 |
| November | \$216,115.44 | \$770.98 | \$162,457.14 | \$54,429.28 |
| December | \$367,323.13 | \$4,975.56 | \$102,812.46 | \$269,486.23 |
| January | \$207,673.29 | \$30,971.61 | \$154,306.46 | \$84,338.44 |
| February | \$56,220.59 | \$434.61 | \$61,892.33 | -\$5,237.13 |
| March | \$12,040.24 | \$5,567.29 | \$118,400.18 | -\$100,792.65 |
| April | \$20,507.61 | \$11,112.31 | \$221,643.05 | -\$190,023.13 |
| May | \$113,485.79 | \$14,053.36 | \$142,870.25 | -\$15,331.10 |
| June | \$250,685.90 | | | \$250,685.90 |
| Total | \$1,565,961.60 | \$119,782.95 | \$1,395,312.08 | \$290,432.47 |
| FY 19 | average per mo. | \$130,496.80 | \$126,846.55 | \$32,270.27 |

| FY 2019- Budget Line Items | | Committed Funds Savings Account Items | | as of 5/31/2019 | |
|---|---------------------|---------------------------------------|--------------------|-------------------------------|--|
| Line Item Description | Budgeted Amt. | Paid Out | Check # | Amount Remaining | |
| Approved Within FY 2017 | | | | | |
| WDC - Munger Mountain Proj. | \$5,000.00 | \$0.00 | | \$5,000.00 | |
| WDC - State Land Stock Pond | \$5,000.00 | \$0.00 | | \$5,000.00 | |
| subtotal | \$10,000.00 | \$0.00 | sub-total | \$10,000.00 | |
| Approved in Budget FY 18 | | | | | |
| WDC - Mill Creek Irrigation | \$5,000.00 | \$0.00 | | \$5,000.00 | |
| WDC - Central Pipeline Irrigation | \$5,000.00 | \$0.00 | | \$5,000.00 | |
| subtotal | \$10,000.00 | \$0.00 | sub-total | \$10,000.00 | |
| Approved Within FY 2019 | | | | | |
| Backyards & Barnyards | \$750.00 | \$0.00 | | \$750.00 | |
| Star Valley CD/Haderlie Farm | \$250.00 | \$0.00 | | \$250.00 | |
| Energy Conservation Works | \$13,500.00 | \$0.00 | | \$13,500.00 | |
| Yellowstone-Teton Clean Cities | \$19,884.00 | \$0.00 | | \$19,884.00 | |
| SWPP Support \$5000 per Proj. | \$30,000.00 | \$0.00 | | \$30,000.00 | |
| East Side Ditch Repair Work | \$15,000.00 | \$0.00 | | \$15,000.00 | |
| Jackson Hole Wildlife Foundation | \$27,000.00 | \$11,994.00 | | \$15,006.00 | |
| Town of Jackson | \$96,500.00 | \$0.00 | | \$96,500.00 | |
| subtotal | \$202,884.00 | \$11,994.00 | sub-total | \$190,890.00 | |
| Approved Within FY 2020 | | | | | |
| JHWMA Request | \$25,000.00 | \$0.00 | | | |
| subtotal | \$25,000.00 | | | | |
| Grand total committed for FY 20 | \$247,884.00 | \$11,994.00 | grand total | \$210,890.00 | |
| Further Flexible Spending and Health Reimbursement Account Funds | | | | | |
| | | | | as of 05/31/2019 | |
| Beginning Balance | | | | \$11,105.63 | |
| Claims and Fees Paid | | | | \$860.55 | |
| Flexible \$, Medical \$ and Fee Deposits Made | | | | \$0.00 | |
| Ending Balance | | | | sub-total \$10,245.08 | |
| | | | | | |
| | | | | FY19 Account Interest to Date | |
| | | | | \$44.91 | |
| | | | | Interest this period | |
| | | | | \$4.64 | |
| 5/31/2019 | | | | Ending Account Balance | |
| | | | | \$221,184.63 | |
| <i>Transferred budgeted committed funds in</i> | | | | Transfer from checking - in | |
| | | | | \$89,000.00 | |
| <i>Transferred accumulated interest out</i> | | | | Transfer to checking - out | |
| | | | | \$0.00 | |
| 5/31/2019 | | | | Ending Project Balance | |
| | | | | \$210,890.00 | |
| | | | | FSA and HRA Account | |
| | | | | \$11,105.63 | |
| | | | | Interest Accumulated | |
| | | | | \$49.55 | |
| | | | | | |
| Reconcilled Monthly Balance | | Actual Balance 5-31-19 | | \$221,184.63 | |

Teton Conservation District

6/11/2019 10:59 AM

Register: Wells Fargo Checking

From 05/01/2019 through 05/31/2019

Sorted by: Date and Order Entered

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|-------------|--------------------------------|----------------------------------|---------------------------|-----------|---|------------|------------|
| 05/03/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 565,917.31 |
| 05/06/2019 | | | Well Test Kit Sales | Deposit | | X | 50.10 | 565,967.41 |
| 05/07/2019 | | | -split- | Deposit | | X | 382.00 | 566,349.41 |
| 05/07/2019 | | | Well Test Kit Sales | Deposit | | X | 150.21 | 566,499.62 |
| 05/07/2019 | 18746 | Wyoming Retirement System | -split- | 61 | 5,670.44 | X | | 560,829.18 |
| 05/07/2019 | 18747 | Melody Ranch Investments | Project/Program Expenses:Proj... | East Side Ditch Cost ... | 43,205.36 | X | | 517,623.82 |
| 05/07/2019 | 18748 | Local Government Liability ... | Liability Insurance & Bonds | FY 2020 Insurance P... | 4,089.00 | X | | 513,534.82 |
| 05/07/2019 | 18749 | W / S Holding #1, LLC | Rent | June Office Rent | 4,560.38 | X | | 508,974.44 |
| 05/07/2019 | 18750 | MasterCard | -split- | April Credit Card Ch... | 1,873.25 | X | | 507,101.19 |
| 05/07/2019 | 18751 | Valley Office Systems | Office Supplies | Copier toner | 305.29 | X | | 506,795.90 |
| 05/07/2019 | 18752 | West Bank Sanitation | Cleaning Contract & Supplies | April Sanitation Serv... | 34.03 | X | | 506,761.87 |
| 05/07/2019 | 18753 | WACD | Payroll Expenses:Employer Me... | Dental for May & June | 573.80 | X | | 506,188.07 |
| 05/07/2019 | 18754 | Silver Star Communications | -split- | Phone & Internet | 259.19 | X | | 505,928.88 |
| 05/07/2019 | 18755 | Lower Valley Energy | -split- | Electricity and CNG | 174.68 | X | | 505,754.20 |
| 05/07/2019 | 18756 | Tom Segerstrom | Project/Program Expenses:Travel | Mileage Reimburse... | 33.64 | X | | 505,720.56 |
| 05/09/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 505,770.56 |
| 05/09/2019 | AJE#29 FY19 | | Bank Service Charges | | 17.00 | X | | 505,753.56 |
| 05/13/2019 | | | Mill Levy | Deposit | | X | 113,485.79 | 619,239.35 |
| 05/14/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 619,289.35 |
| 05/15/2019 | 18757 | Carlin E Girard | -split- | | 2,444.48 | X | | 616,844.87 |
| 05/15/2019 | 18758 | Elyce N Gosselin | -split- | | 1,787.74 | X | | 615,057.13 |
| 05/15/2019 | 18759 | Emily E Hagedorn | -split- | | 1,934.62 | X | | 613,122.51 |
| 05/15/2019 | 18760 | Morgan W Graham | -split- | | 1,739.93 | X | | 611,382.58 |
| 05/15/2019 | 18761 | Phoebe T Coburn | -split- | | 1,985.86 | X | | 609,396.72 |
| 05/15/2019 | 18762 | Robert M Sgroi | -split- | | 2,023.87 | X | | 607,372.85 |
| 05/15/2019 | 18763 | Tom Segerstrom | -split- | | 3,068.22 | X | | 604,304.63 |
| 05/15/2019 | 18764 | Electronic Federal Tax Paym... | -split- | 83-0247879 | 4,450.50 | X | | 599,854.13 |
| 05/15/2019 | 18765 | Empower Retirement 457(b) | -split- | Empower Retirement 457(b) | 840.00 | X | | 599,014.13 |

Teton Conservation District

6/11/2019 10:59 AM

Register: Wells Fargo Checking

From 05/01/2019 through 05/31/2019

Sorted by: Date and Order Entered

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|-------------|---------------------------------|----------------------------------|---------------------------|------------|---|-----------|------------|
| 05/15/2019 | AJE#30 FY19 | | -split- | | 100,994.00 | X | | 498,020.13 |
| 05/15/2019 | AJE#30 FY19 | | Wells Fargo Checking [split] | | | X | 11,994.00 | 510,014.13 |
| 05/15/2019 | AJE#30 FY19 | | Wells Fargo Checking [split] | | 20,000.00 | X | | 490,014.13 |
| 05/15/2019 | AJE#30 FY19 | | Wells Fargo Checking [split] | | | X | 20,000.00 | 510,014.13 |
| 05/15/2019 | 18766 | Blue Cross Blue Shield of W... | Payroll Expenses:Employer Me... | June Health Insuranc... | 5,254.97 | X | | 504,759.16 |
| 05/15/2019 | 18767 | Central Wyoming College | Project/Program Expenses:TAC... | Plastics Presentation | 500.00 | X | | 504,259.16 |
| 05/15/2019 | 18768 | University of Wyoming - Fis... | Project/Program Expenses:Mee... | Mule Deer Migration... | 5,100.00 | X | | 499,159.16 |
| 05/15/2019 | 18769 | Toran Accounting, LLC | Legal & Accounting Services | April Cash Reconcili... | 162.50 | X | | 498,996.66 |
| 05/15/2019 | 18770 | Professional Tree Care | Project/Program Expenses:Con... | 2 wildfire risk overvi... | 500.00 | X | | 498,496.66 |
| 05/15/2019 | 18771 | Factory IT | Office Supplies:Computer Tech... | May IT Contract | 1,095.00 | X | | 497,401.66 |
| 05/15/2019 | 18772 | United States Geological Sur... | Project/Program Expenses:Proj... | Bill #90724574 Hot ... | 45,000.00 | X | | 452,401.66 |
| 05/15/2019 | 18773 | Jackson Curbside Inc. | Cleaning Contract & Supplies | Recycling June/July/... | 144.00 | X | | 452,257.66 |
| 05/15/2019 | 18774 | Hess D'Amours & Krieger, L... | Legal & Accounting Services | Legal Counsel for M... | 2,025.00 | X | | 450,232.66 |
| 05/15/2019 | 18775 | Liberty Mutual Insurance | Liability Insurance & Bonds | Office Insurance Pre... | 1,488.00 | X | | 448,744.66 |
| 05/15/2019 | 18776 | Brilliantly Done, Inc. | Cleaning Contract & Supplies | April Office Cleaning | 250.00 | X | | 448,494.66 |
| 05/15/2019 | 18777 | Flitner Strategies | Project/Program Expenses:Con... | Invoice #2626 for Ap... | 5,000.00 | X | | 443,494.66 |
| 05/15/2019 | 18778 | AgTerra Technologies, Inc. | Project/Program Expenses:Sup... | License and User Fees | 570.00 | X | | 442,924.66 |
| 05/15/2019 | | | -split- | Deposit | | X | 12,466.87 | 455,391.53 |
| 05/17/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 455,441.53 |
| 05/20/2019 | | | -split- | Deposit | | X | 249.86 | 455,691.39 |
| 05/21/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 455,741.39 |
| 05/21/2019 | | | Well Test Kit Sales | Deposit | | X | 100.00 | 455,841.39 |
| 05/28/2019 | | | Well Test Kit Sales | Deposit | | X | 50.00 | 455,891.39 |
| 05/31/2019 | | | Interest Income | Deposit | | X | 15.11 | 455,906.50 |
| 05/31/2019 | 18779 | Carlin E Girard | -split- | | 2,444.48 | X | | 453,462.02 |
| 05/31/2019 | 18780 | Elyce N Gosselin | -split- | | 1,787.74 | X | | 451,674.28 |
| 05/31/2019 | 18781 | Emily E Hagedorn | -split- | | 1,934.62 | X | | 449,739.66 |
| 05/31/2019 | 18782 | Morgan W Graham | -split- | | 1,739.93 | X | | 447,999.73 |

6

Teton Conservation District

6/11/2019 10:59 AM

Register: Wells Fargo Checking
 From 05/01/2019 through 05/31/2019
 Sorted by: Date and Order Entered

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|--------|-----------------|---------|------|----------|---|---------|------------|
| 05/31/2019 | 18783 | Phoebe T Coburn | -split- | | 1,985.86 | X | | 446,013.87 |
| 05/31/2019 | 18784 | Robert M Sgroi | -split- | | 2,023.87 | X | | 443,990.00 |
| 05/31/2019 | 18785 | Tom Segerstrom | -split- | | 3,068.22 | X | | 440,921.78 |

\$ 142,870.25

Teton Conservation District Deposit Detail May 2019

| Type | Num | Date | Name | Account | Amount |
|---------|-----|------------|--------------------------|---------------------|-------------|
| Deposit | | 05/03/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Wells Fargo Bank | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |
| Deposit | | 05/06/2019 | | Wells Fargo Chec... | 50.10 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.10 |
| TOTAL | | | | | -50.10 |
| Deposit | | 05/07/2019 | | Wells Fargo Chec... | 382.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -132.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -382.00 |
| Deposit | | 05/07/2019 | | Wells Fargo Chec... | 150.21 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -150.21 |
| TOTAL | | | | | -150.21 |
| Deposit | | 05/09/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |
| Deposit | | 05/13/2019 | | Wells Fargo Chec... | 113,485.79 |
| | | | Teton County | Mill Levy | -113,485.79 |
| TOTAL | | | | | -113,485.79 |
| Deposit | | 05/14/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |
| Deposit | | 05/15/2019 | | Wells Fargo Chec... | 12,466.87 |
| | | | Friends of Fish Creek | Cooperative Project | -12,366.87 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -100.00 |
| TOTAL | | | | | -12,466.87 |
| Deposit | | 05/17/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |

Teton Conservation District
Deposit Detail
 May 2019

| Type | Num | Date | Name | Account | Amount |
|---------|-----|------------|--------------------------|-----------------------|---------|
| Deposit | | 05/20/2019 | | Wells Fargo Chec... | 249.86 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -199.86 |
| TOTAL | | | | | -249.86 |
| Deposit | | 05/21/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |
| Deposit | | 05/21/2019 | | Wells Fargo Chec... | 100.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -100.00 |
| TOTAL | | | | | -100.00 |
| Deposit | | 05/28/2019 | | Wells Fargo Chec... | 50.00 |
| | | | Well Test Kit Partici... | Well Test Kit Sales | -50.00 |
| TOTAL | | | | | -50.00 |
| Deposit | | 05/31/2019 | | Wells Fargo Chec... | 15.11 |
| | | | Wells Fargo Bank | Interest Income | -15.11 |
| TOTAL | | | | | -15.11 |
| Deposit | | 05/31/2019 | | Wells Fargo Savin... | 4.64 |
| | | | Wells Fargo Bank | Interest Income | -4.64 |
| TOTAL | | | | | -4.64 |
| Deposit | | 05/31/2019 | | First Interstate Bank | 234.57 |
| | | | First Interstate Bank | Interest Income | -234.57 |
| TOTAL | | | | | -234.57 |

Credit Card Record Sheet for the month of May 2019

| | date | item | vendor | project | ref# | \$ |
|--------------------|------|-------------------|---------------|---------------------|-------|---------------------|
| TS ↓ EH ↓ | 4-25 | meeting food | Silver Dollar | Spec. mtng | 0056 | 18.37 |
| | 5-08 | meeting food | Silver Dollar | Spec. mtng | 0119 | 16.52 |
| | 4-22 | binders, etc. | Staples | office supplies | 6530 | 39.84 |
| | 5-01 | meeting food | Broulins | Spec. Mtng LWB | 2895 | 86.54 |
| | 5-06 | notebook | Staples | office supplies | 8827 | 7.99 |
| | 5-07 | software update | Quich Book | accounting | 8516 | 219.95 |
| | 5-08 | postage | USPS | post + ship | 3809 | 1.30 |
| | 5-11 | software | Adobe | office supplies | 3299 | 26.49 |
| | 5-13 | tape | Staples | office supplies | 3488 | 10.49 |
| | 5-14 | book - Gary B | Amazon.com | office supplies | 5932 | 35.82 |
| | 5-15 | topper for Cheryl | Wild things | vehicle exp. | 0038 | 2296.00 |
| | 5-15 | bath + tissue | Albertsons | office clean. | 0512 | 25.40 |
| PC ↓ | 4-21 | software | Adobe | Communication | 4643 | 42.39 |
| | 4-23 | copies | Copyworks | well test brochures | 16028 | 97.00 |
| | 4-26 | light bulbs | ACE Hardware | office supplies | 0674 | 57.22 |
| | 4-27 | advertising | Facebook | communication | 3521 | 24.00 |
| | 4-26 | postage | USPS | post + ship | 9350 | 7.85 |
| | 5-21 | meeting food | Smith's | Board Mtng | 6282 | 71.50 |
| CG | 5-3 | TU event ticket | JHTU | Spec. mtng | 3066 | 100.00 |
| RS ↓ | 4-24 | meeting food | Albertsons | Board Mtng | 0537 | 32.82 |
| | 5-3 | Imagery Hosting | Amazon web | GIS Exp. | 1834 | 0.87 |
| | 5-6 | postage | The UPS Store | post + ship | 4049 | 24.23 |
| PC ↓ | 5-21 | software | Adobe | communications | 3867 | 42.39 |
| | 5-22 | stencils | Amazon Mkt. | Communication | 7733 | 14.68 |
| | | | | | | <u>\$3264.77</u> 10 |

Emily Hagedorn, Administrative Manager

Information Items:

Program Area: Administration

TCD Draft FY 2020 Budget: I am continuing to anticipate final fiscal year expenses and project the checking account carry over amount. Our June mill levy funding check was \$100,000 more than last year's check, so that is helping us remain in the black. At this point, I don't see any changes to the budget draft that was approved on May 18, 2019, other than reporting the final checking account amount as of June 30, 2019 once the June, 2019 cash reconciliation has taken place. Our required Budget Hearing will be part of the June TCD Board Meeting (see Supplemental Materials). We need to officially request our mill levy from the Teton County Treasurer by July 1, 2019. I will have the letter for signatures at the Board Meeting (see Supplemental Materials).

2019 Flat Creek Watershed Improvement District (FCWID): I have met with Phoebe and Tom to go over the timelines and tasks necessary to carry out the 2019 FCWID Director's Election later this summer. Phoebe and I will meet with Alice Widdess to go over duties and responsibilities on June 19, 2019. There will be two seats on the ballot for this year's election, since both Lance Ash and Bill Wotkyms are stepping down. TCD is responsible for carrying out the extensive election process and covering any expenses incurred in the process.

Fiscal Year End Duties: I am finishing up some tasks before the end of the year, and getting financial and benefit-related things in line for the new fiscal year. I am less than three weeks away from completing 20 years at TCD! I will be on Annual Leave the last week of June, 2019.

Upcoming 2019 TCD Calendar of Events:

| | | |
|-----------|---|------------------|
| June 18 | Regular Board Meeting/Budget Hearing | 1pm TCD Office |
| June 19 | Teton Co. Transfer Station Ribbon Cutting | 4:30 pm at ISWR |
| July 17 | Regular Board Meeting/Alta Check In | 1pm Alta Library |
| August 21 | Regular Board Meeting | 1pm TCD Office |
| TBD | Teton County Transfer Station Tour | TBD |

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Agriculture

Small Acreage Agriculture: Slow Food of the Tetons developed a proposal to support reconstruction of the Slow Food Farm Stand, following a structure fire (see Supplemental Materials).

Recommended Motion: *Move to fund the request titled 'Slow Food Farm Stand rebuild' from the FY 2019 Partnering Funds line item budget in the amount of \$7,000. (\$148,692.16 is remaining in this line item).*

Small Acreage Agriculture: The Jackson Hole Community Gardens Project developed a proposal to support improvements to community gardens at the Wayne May Park and the Blair Garden (see Supplemental Materials).

Recommended Motion: *Move to fund the request titled 'Jackson Hole Community Garden Project Improvements' FY 2019 Indoor Agriculture budget line item in the amount of \$2,820. (\$6,500.00 is remaining in this line item).*

Small Acreage Agriculture: Vertical Harvest developed a proposal to support providing educational tours of the vertical greenhouse facility and operations (see Supplemental Materials).

Recommended Motion: *Move to fund the request titled 'Educational Tours- Vertical Harvest Outreach' from the FY 2019 Indoor Agriculture line item budget in the amount of \$1,918. (\$6,500.00 is remaining in this line item).*

Range Monitoring and Management: The Wyoming Department of Agriculture proffered a contract, for the Rangeland Health Assessment Program grant awarded to TCD in April 2019 (see Supplemental Materials).

Recommended Motion: *Move to authorize the board Chair to sign the contract titled 'Grant Agreement Between Wyoming Department of Agriculture and Teton Conservation District'.*

Program Area: Restoration and Sustainability

Waste Diversion: Vertical Harvest developed a proposal to implement components of their sustainability initiative (see Supplemental Materials).

Recommended Motion: *Move to fund the budget line item request titled 'Vertical Harvest Jackson – Sustainability Initiative' from the FY 2019 Partnering Funds line item budget in the amount of \$9,899.14. (\$148,692.16 is remaining in this line item).*

Program Area: Restoration and Sustainability

Wildfire Risk Reduction Program (WRRP): Teton Conservation District has an existing contract with Professional Tree Care to conduct Wildfire Risk Overviews, which expires July 07, 2019. Staff would like to extend the contract for one year, instead of rebidding the contract (see Supplemental Materials). The Executive Director has further developed TCD's draft Procurement Policy, which addresses capacity to develop extensions for contracts, within defined parameters. The change from the existing contract, to the proposed extension, is a price increase from \$250 to \$300 per Overview.

Recommended Motion: *Move to authorize the board Chair to sign the contract titled 'Independent Contractor Agreement Extension between the Teton Conservation District and Todd Fitzgerald doing business as Professional Tree Care'.*

Small Water Project Program (SWPP): TCD serves as the sponsor for the SWPP and the grants it provides. At the TCD March, 2019, board meeting, contracts between the Wyoming Water Development Commission and TCD were approved. The next step is for agreements to be developed between TCD and project proponents. Representatives of the Central Pipeline are prepared to implement their project and therefore interested in approving an agreement. The contract's template was developed in cooperation with Nicole Krieger, and is the same template as a contract approved at the May 2019 Regular Meeting (see Supplemental Materials).

Recommended Motion: *Move to approve the 'Central Pipeline Improvement Project' agreement, and authorize the board Chair to sign the agreement.*

Information Items:

Program Area: Agriculture

Small Water Project Program (SWPP): Several SWPP projects are making progress. The Central Pipeline (Alta) project proponents and I successfully developed and submitted materials

leading to their receipt of a Notice to Proceed, meaning work on the ground can proceed, and that work will be eligible for reimbursement. Next, in working with the Fall Creek Ranch proponent, I identified several areas of concern that were affirmed by the Wyoming Water Development Office. The proponent is taking a step back and potentially acquiring engineering drawings for their pump pit, to improve upon original plans that included bare vertical pit walls, and no inlet protection from the ditch to the pit. The proponent was feeling pressure to move forward with construction, but I believe in the long run they will be better served by the steps they are now taking.

Range Monitoring and Management: I produced the annual report for our five-year Challenge Cost Share Agreement with the Bridger-Teton National Forest. This report states the responsibilities of each entity, and what progress was made over one year.

Program Area: Restoration and Sustainability

Air Quality: I conducted one site visit to the mobile air quality station for the monthly checks, and adjustments. The site lost power for 3-4 hours and numerous instruments needed to be reset, and are now functioning.

Wildfire Risk Reduction Program (WRRP): I batched numerous adjustments to the form we utilize to conduct Wildfire Risk Overviews, and am working with AgTerra to implement those changes within the form. This will allow us to add more photos to the form, and adds several categories of areas to address during the Overview.

The Teton Area Wildfire Ambassador Program (TWAP) ambassadors have completed their three initial trainings, and are making progress in various ways, according to the needs identified in their neighborhoods. This includes successful recruiting their neighbors into the WRRP.

I have spent the majority of my time conducting Wildfire Risk Overviews since the last meeting. We are taking new clients 3-4 weeks out, and are busy but managing the demand. I have conducted Overviews at four subdivisions- including common spaces and numerous units within the subdivisions, five individual Overviews, and have supported several projects by working with landowners' contractors to define projects. I have also met several times with New West Buildings' new forestry division to describe the wildfire partnership landscape, as well as TCD's program. I have now delegated six Overviews to our contractor, and this relationship has been an asset to the program. I cannot overstate the importance of having developed software to collect information for the Overviews, as this has saved me a great deal of time, and the product (electronic .pdf document) continues to be well received by landowners and industry.

Program Area: Planning and Development

Development Reviews: TCD, as a member of Teton County Planning's Planning Review Committee (PRC), received zero requests for review of development. I do have concern that I perceive that a large amount of development is occurring, but the PRC's review is not being requested.

Morgan Graham, GIS Wildlife Specialist

Information Items:

Program Area: Wildlife

Long-billed Curlews: I accompanied Grand Teton National Park staff in an effort to locate long-billed curlew nests prior to the start of vegetative treatments in Kelly Hayfields. We were able to locate two nests over the course of the day. Locations were shared with vegetative management crews to avoid future disturbance.



Long-billed curlew nest. Eggs approximately 3 inches long and 2 inches wide.

Sage-Grouse: After confirming the lowest count of male sage-grouse in Teton County since 1998, the Upper Snake River Basin Local Working Group convened a conference call with Utah State University's Dr. David Dahlgren and United States Geological Survey's Dr. Sara Oyler-McCance. Both researchers shared their expertise on sage-grouse translocations and conservation genomics. Local Working Group members initiated the calls to gather preliminary input, and weigh the pros and cons of introducing grouse into the Jackson population, if numbers do not improve. The meeting was purely exploratory. If there is a unified interest amongst members of the working group, and the represented land management agencies, we would likely host an official grouse translocation workshop open to the public in the fall.

Wildlife Expo: Phoebe and I delivered a lesson on bird-window collisions to approximately 200 Teton County fourth graders as part of the Jackson Hole Weed Management Association's Wildlife Expo. The theme of this year's event was "What Can You Do?"

Short-eared Owls: University of Wyoming's Biodiversity Institute issued a statewide call for participants in the Western *Asio flammeus* Landscape Study (Project WAfLS) in January 2019. Project WAfLS is an eight-state effort to survey short-eared owls during breeding season, when they are most detectable. Research indicates sustained population declines across North America,

but acknowledge a lack of high-quality range-wide monitoring data prior to 2015. I spent two evenings this spring surveying a monitoring grid in the vicinity of Mormon Row. I observed short-eared owls in this area in 2016 during sage-grouse surveys, but did not detect any in 2019. My effort will still be incorporated into the WAfLS annual report and updated range-wide estimates.

Program Area: GIS & Mapping / Information Technology

Water Layer: I presented the Water Layer StoryMap and web mapping application to attendees of the most recent Snake River Agency Meeting. This was an excellent opportunity to unveil the product to Wyoming Game and Fish Department, Bridger-Teton National Forest, Wyoming State Engineer's Office (SEO), US Bureau of Reclamation, and Grand Teton National Park staff. Questions from the audience were directed towards naming of features, update intervals, incorporation of corrections, and QA/QC protocol. SEO staff were impressed by our diligence in acquiring scanned maps from their e-Permit database. 130 of approximately 152 public land survey sections have been finalized.

Elyce Gosselin, Natural Resources Technician

Information Items:

Program Area: Restoration and Sustainability

Wildfire Risk Reduction Program (WRRP): I've been helping Robb gather information and prepare maps of properties and other deliverables for the WRRP.

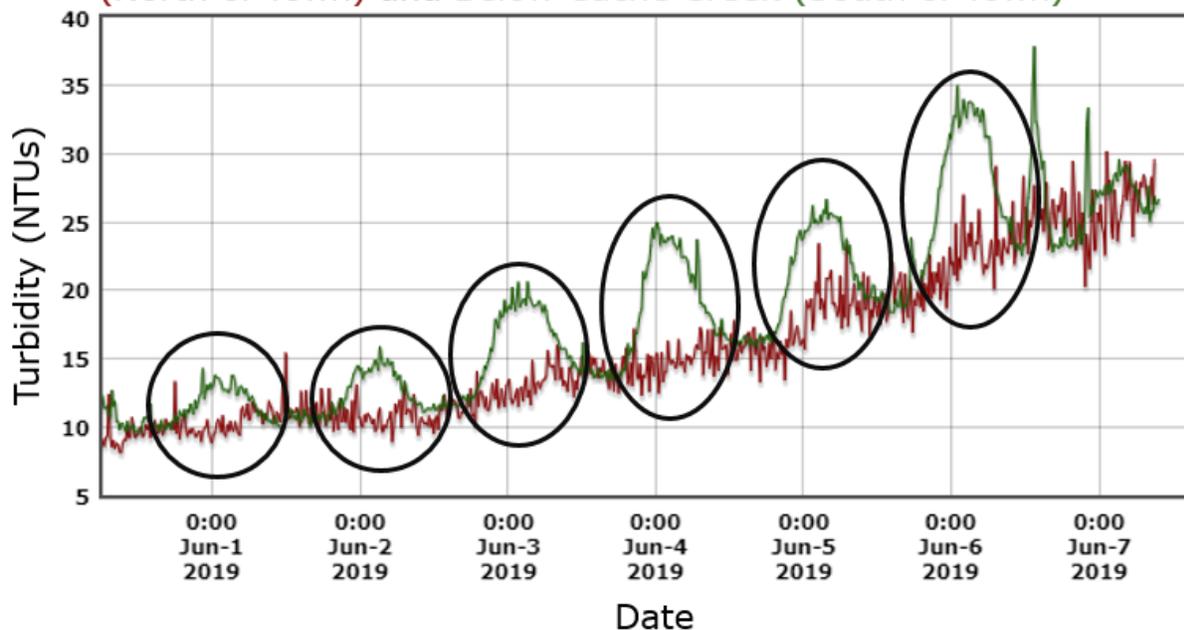
Program Area: GIS & Mapping / Information Technology

Georeferencing: I've been helping Morgan geo-reference maps from ePermits. This allows us to open up maps from ePermits and compare them to imagery and existing features on the water layer.

Program Area: Water Resources

Flat Creek Sediment and Turbidity Sampling: I've been helping Carlin and our USGS partners sample turbidity and suspended sediment in Flat Creek. We are collecting turbidity measurements under a variety of conditions to calibrate new turbidity sensors the USGS has installed at two sites on Flat Creek. The figure below shows turbidity in Flat Creek at a site north of town and a site south of town after Cache Creek has entered Flat Creek. You can see the daily cycle of increased turbidity south of town caused by the runoff entering Cache Creek as high daytime temperatures and solar radiation cause snow to melt. The spikes outside of the typical diurnal flux on June 6th are the result of stormwater runoff events.

Flat Creek Turbidity Measurements at Sites Above Cache Creek (North of Town) and Below Cache Creek (South of Town)



Flat Creek Management Plan Revision: I'm continuing to work on the management plan revision with Carlin.

Septic Pumping Reimbursement Program: I've been helping process septic pumping reimbursement paperwork.

Carlin Girard, Water Resource Specialist

Action Items:

Program Area: Water Resources

Hoback Drinking Water Stakeholder Group Facilitation: TCD staff has created a draft Scope of Work for facilitation of the Hoback Drinking Water Stakeholder Group (see Supplemental Materials). Once this scope is agreed upon by partners, TCD will contact 3-5 facilitators to request bids for the work. Total costs are not expected to exceed the \$45,000 procurement for services policy threshold for a formal RFP process. Teton County will be reviewing this scope of work concurrently with the TCD Board of Supervisors. If substantial changes to the scope are required, it will be brought back to the TCD Board for another opportunity for review. TCD and Teton County Staff will review bids and a recommendation will be brought before the TCD Board for approval and contracting.

Recommended Motion: *Move to direct staff to seek facilitation for the Hoback Drinking Water Stakeholder Group through direct contact and requests for bids from at least three facilitators.*

Information Items:

Program Area: Water Resources

Septic System Monitoring Request for Proposals (RFP): The TCD Septic System Effluent Monitoring Study RFP is slated for publication in the JH News and Guide and Public Purchase Website on June 12th, 2019.

Septic System Cost Share: Enrollment for the 2019 septic maintenance reimbursement program is closed, and we have filled all of the 120 available slots. Reimbursements need to be submitted by June 15th, 2019. At this time, we have received and processed about 60 reimbursements. This round has gone very smooth, and that is in part due to the support of all TCD staff in fielding calls and assisting in paperwork processing.

Flat Creek Watershed Management Plan: An initial draft of the Flat Creek Watershed Management Plan is complete. We hired Tom Dewell (formerly co-editor of the Jackson Hole New & Guide) to copyedit the draft. Please feel free to review the draft digitally at the following link, or a hard copy can be provided. Editorial review is being completed, and therefore, the primary feedback we are looking for is at a higher level. I hope to begin incorporating partner and TCD feedback beginning June 21st, 2019. <https://drive.google.com/open?id=1-RI7Vxt4xlvMePI2pxHMcv9hnLRjE5Qe>

Teton County Commissioners: Tom and I met with Teton County Commissioners Natalia Macker and Luther Propst regrading water quality. We updated them on progress regarding Hoback Drinking Water, and outlined larger scale water problems and potential solutions. Primary focuses of the conversation included the lack of existing mechanisms to address the issues at hand and how best to collaborate with Town partners on water quality topics.

Teton County Board of Health: I was asked to present about JH Clean Water Coalition activities and Hoback Drinking water progress at the Teton County Board of Health Meeting. This Board has continued to have a keen interest in water related topics and is very supportive of the work TCD and its partners are doing.

Karns Meadow Operation Tour: Johnny Ziem, Jackson Assistant Public Works Director, invited me to assist in augmenting flows in the Karns Meadow Stormwater Treatment Wetland and discuss its overall operation. Town staff is very interested in operating this facility to the best of their ability, and I greatly appreciated the opportunity to chime in about its operation.

Flat Creek Sediment Monitoring: Elyce and I continue to work with USGS to sample sediment concentrations to establish a model for the USGS turbidity logger stations.

Teton Village Water Sampling: I was contacted by engineering staff at Jackson Hole Mountain Resort to provide technical assistance in establishing a water quality monitoring program on the ski resort. They are moving forward with collecting baseline samples of surface waters flowing off the resort.

Program Area: Education and Outreach

Trout Friendly Lawns: 1) The Haub School student project focused on Trout Friendly Lawns is well underway. Students are making landscaper contacts and developing a database from this information, doing direct outreach at a series of events, and completing social media posts. Their final presentation is open to the public, and will be held at the Teton County Library at 1pm, June 13th, 2019. 2) Elyce and I manned a Trout Friendly Lawn educational station with Haub School students at the Trout Unlimited Adopt-A-Trout Program. We presented on water quality and landscape best practices to about 200 students over the course of the day. The event was hosted at the Shooting Star Golf Course.

Phoebe Coburn, Communications Specialist

Information Items:

Program Area: Communications

Technical Assistance Cost Share Grants (TAC): There have been conversations among staff on skipping the August 2019 TAC round. The reasons in favor of this change include the heavier than normal workload on the board and staff at that time of year with strategic planning, a historically limited number of applications in the August rounds, limited partnering funds for FY 2020, and a desire to produce an improved TAC application process after the new strategic plan is created. **It is requested that the board take time to discuss whether or not to host the August 2019 TAC round in light of the reasons stated above.**

Events: On May 18, 2019, Morgan and I had a station on native plants at the Kids to Parks Day at R Park, hosted by the Jackson Hole Land Trust. On May 30 and 31, 2019, Morgan and I did a bird window-strike craft activity for Wildlife Expo, hosted by the Jackson Hole Weed Management Association. On June 4, 2019 I attended the final of three Teton Area Wildfire Protection Coalition Wildfire Ambassador events. Lastly, on June 12, 2019 I worked with the UW Haub students at a booth at the People's Market.

Annual Report: I've chosen a graphic designer to work with on our FY2019 Annual Report, which is due to the Wyoming Association of Conservation Districts on October 1, 2019. I'm hoping to have the contract for the graphic designer in front of you at the June board meeting.

Social Media: I continue to update our social media regularly and write blog posts.

Program Area: Water Resources

Jackson Hole Clean Water Coalition (JHCWC): I've spent time helping the Haub School students organize events and plan social media posts for JHCWC. They had JHCWC booths at a number of events without TCD staff, which has been helpful. I created content for a joint JHCWC mailing with Teton County Weed and Pest, which should be mailed in the coming weeks to five or six select home owners associations. I worked with Carlin and TMBR (a creative marketing agency) to create a scope of work for the summer, which will involve advertisements, articles, and mailings for the Trout Friendly Lawn program, the Horses for Clean Water events, and another JHCWC event, the details of which are still undecided. Robert Russel, a local high school student, is volunteering for Trout Unlimited for the summer and for TCD for the week of June 10 – 14, 2019. He'll be focusing on both JHCWC tasks and TCD tasks, directed by me.

Flat Creek Watershed Improvement District (FCWID): Emily has helped me understand what is required of TCD leading up to the FCWID election. I will be taking the lead on most of the tasks that TCD is responsible for.

Tom Segerstrom, Executive DirectorInformation Items

Program Area: Administration

Public Records Act: Staff notified the Wyoming Administration Department with the list of TCD's Public Records Contact Persons.

TCD Strategic, Long-Range and Natural Resource Planning: A Request for Proposals regarding facilitation of TCD's strategic planning process has been developed and posted.

Monday, July 28, 2019, has been selected for the board and staff retreat to begin the

process for building the new 5-year plan. The retreat will take place from 11:00am to 4:00pm and include lunch. The location is to be determined.

Program Area: Water Resources

Sewer Connections in the County: Staff provided a letter to the Town Council in support of connecting development throughout the County to the Town's Sewer System with simultaneous support for a comprehensive wastewater treatment capacity and efficiency report and plan in the year ahead. Carlin and I also met with County Commissioners Luther Propst and Natalia Maker in regard to this topic and the upcoming Hoback Water Quality public meetings.

Program Area: Restoration and Sustainability

Integrated Solid Waste and Recycling (ISWR): Brenda Ashworth is the new Director of ISWR. Ribbon cutting for the reconstructed Transfer Station will happen at 4:30pm Monday, June 19, 2019. TCD board presence would be welcomed. The ISWR well and irrigation system installation financed by the TCD Partnering Fund line-item has been delayed by permitting requirements and will be installed in the fall of 2019 or more likely spring of 2020. This was anticipated in TCD's reporting requirements for the grant. Discounted tippage fees for Fire Risk Reduction participants is being considered at the staff level at this time.

Program Area: Communications

National Association of State Conservation Agencies (NASCA): Through Wyoming Department of Agriculture, I spend the afternoon of May 16, 2019 with 12 members of the NASCA board and their families touring the valley. Karns Meadow Wetlands and the Kelly Hayfields restoration projects were visited.

TCD FY 2020 Draft Budget

The **Teton Conservation District** (733-2110), P O Box 1070 Jackson, WY 83001 will hold its annual budget hearing on Tuesday, June 18, 2019 at 1:30PM (Regular Meeting starts at 1pm). This public hearing will be held in the Teton Conservation District office located at 420 W. Pearl Ave., Jackson, Wyoming.

Estimated Cash on Hand as of July 1, 2019

| | |
|---------------------------------|----------------------|
| General Fund Checking Account | \$ 450,000.00 |
| Committed Funds Savings Account | \$ 222,884.00 |
| Operating Reserves Account | <u>\$ 500,000.00</u> |

Total Beginning Funds Available for FY 2020 **\$ 1,172,884.00**

INCOME

| | |
|--|--------------------|
| Teton County Mill Levy (estimate of .85 of a mill) | \$ 1,487,500.00 |
| Project Grants & Partnerships | \$ 382,683.00 |
| Cooperative Projects | \$ 7,200.00 |
| Operational Grants | \$ 12,823.13 |
| Unanticipated Income | \$ 7,500.00 |
| Interest on Accounts | <u>\$ 2,500.00</u> |

Total FY 2020 Income **\$ 1,900,206.13**

TOTAL FUNDS AVAILABLE FY 2020 (Beginning + Income) **\$ 3,073,090.13**

EXPENDITURES

Administrative Operations

| | |
|-------------------------|--------------------|
| General Office Expenses | \$ 80,000.00 |
| Supplies & Equipment | \$ 32,000.00 |
| Communications & Travel | \$ 16,500.00 |
| Professional Expenses | \$ 90,450.00 |
| Payroll Expenses | \$ 765,000.00 |
| Meeting Expenses | <u>\$ 9,900.00</u> |

Total Administrative Operations Expense **\$ 993,850.00**

Conservation Projects and Programs

| | |
|--|---------------------|
| Agricultural Assistance - Cropland | \$ 422,913.00 |
| Agricultural Assistance - Rangeland | \$ 67,000.00 |
| Communications & Outreach | \$ 48,500.00 |
| Invasive Species Management | \$ 55,000.00 |
| GIS Mapping & Historical Imagery | \$ 15,500.00 |
| USGS Partnership Projects | \$ 110,660.00 |
| Sustainability Projects | \$ 66,834.00 |
| Teton Area Wildfire Protection Coalition | \$ 86,500.00 |
| Technical Assistance Grants & Partnering Funds | \$ 166,922.13 |
| Water Resources Projects | \$ 449,911.00 |
| Wildlife Projects | <u>\$ 89,500.00</u> |

Total Conservation Project & Program Expense **\$1,579,240.13**

Total Expenditures FY 2020 (Operations + Programs) **\$2,573,090.13**

Operating Reserves Account (at year end FY 2020, June 30, 2020) **\$ 500,000.00**



**Teton
Conservation
District**

June 18, 2019

Melissa Shinkle
Teton County Assessor
P O Box 583
Jackson, WY 83001
307-733-4960

Dear Ms. Shinkle,

The Teton Conservation District (TCD) Board of Supervisors requests that the Teton County voter approved mill levy authorization of .85 mill for TCD operations and programs shall be provided to TCD for the 2020 fiscal year. This request is approved and authorized by the TCD Board of Supervisors.

Motion To Approve By: _____, Board Member

Motion Seconded By: _____, Board Member

Motion Approved By Majority of Board Quorum this day of: June 18, 2019

Authorized Board Member Signature: _____, Board Chairman
Bailey Schreiber

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

Submitted By:

Emily Hagedorn
Administrative Manager
Teton Conservation District



Teton Conservation District

Application Form

Project Title: Slow Food Farm Stand rebuild

Amount Requested: \$7,000 Project Start Date: June 2019

Applicant Entity/Contact Name: Slow Food in the Tetons/Scott Steen

Mailing Address: PO Box 7290 Jackson, WY 83002

Phone: (406) 579-7852 Email: tetonslowfood@gmail.com

Authorized Applicant Representative (Print Name): Scott Steen

Authorized Representative Signature:  Date: 4/6/2019

The TCD Strategic Plan can be found at www.tetonconservation.org

Check which TCD Strategic Plan Program category(s) that the proposed project addresses:

- Agriculture (Strategic Plan pages 6-11)
- Mapping Resources & GIS (Strategic Plan pages 12-14)
- Restoration & Sustainability (Strategic Plan pages 14-17)
- Teton County Planning and Development: LDR's (Strategic Plan pages 18-23)
- Water Resources (Strategic Plan pages 24-34)
- Wildlife (Strategic Plan pages 35-38)

Part 1 – Project Summary:

The Slow Food Farm Stand is a program of Slow Food in the Tetons. The farm stand sells fresh seasonal produce and packaged food on behalf of small-medium regional and local producers that adhere to good, clean and fair growing practices. The stand sells on behalf of producers that are minimally represented by local grocers. Slow Food also works with a small distributor in Utah to source organically and conventionally grown fruits and vegetables. The goal of the Farm Stand is to support small-scale and local agriculture and to be an educational resource to the community. We strive to be knowledgeable about all products, producers, and operations, and to help shoppers to make informed decisions. Consumption of fresh, non-processed, seasonal and nutrient dense food has positive impacts on human and environmental health. Supporting local agriculture builds and strengthens the local community.

In March of 2019, there was an accidental fire in the Slow Food Farm stand the caused significant damage to the structure, walls, ceiling, electric wiring and all of the contents such as refrigerators and coolers. The source of the fire was a faulty forced air heater. Slow Food is working to rebuild and to improve the farm stand in time to be open by July 4th.

TCD Strategic Plan

Goal 3.0. Support small acreage agriculture,

Strategy 3.2.0. Support indoor agriculture _____,

Task 3.2.2. Research relevant roles for TCD's involvement in projects like Vertical Greenhouse.

Project Objective 1.0: Rebuild the Farm Stand Structure

Task 1.1: Removal and Demolition of burned materials and cleanup

Task 1.2: Create a site Plan and architectural design

Task 1.3: Rewire and rebuild the farm stand to completion

Task 1.4: Purchase new items to go inside the farm stand

Part 2 - Budget Spreadsheet (use the following spreadsheet format example):

| Objective Task | Applicant \$ | Partners \$ | TCD \$ requested | Task Total |
|-----------------------|---------------------|--------------------|-------------------------|-------------------|
| Task 1.1 | \$1,900 | \$500 | | \$2,400 |
| Task 1.2 | | \$15,000 | | \$15,000 |
| Task 1.3 | \$11,100 | \$2,600 | \$7,000 | \$ 20,700 |
| Task 1.4 | \$5,000 | | | \$ 5,000 |
| | | | | |
| Total | \$18,000 | \$18,100 | \$7,000 | \$43,100 |

Part 3 – Budget Narrative:**Task 1.1:** Removal and Demolition of burned materials and cleanup

- \$2,400: \$50/hour * 8 hours/day * 2 days * 3 people

Task 1.2: Create a site Plan and architectural design for the builder

- \$15,000: Estimated time from project partner architect Vera Iconica

Task 1.3: Rewire and rebuild the farm stand to completion

- \$9,600: Contractor Labor, \$50/hour * 8 hours/day * 8 days * 3 people
- \$1,600: Electrician Labor, \$100/hour * 8 hours * 2 day
- \$1,000: Electrical equipment like new fixtures, wires, boxes etc.
- \$1,500: Insulation, wool, non-toxic, non-off gassing
- \$1,000: Roofing material
- \$2,000: Mini walk-in refrigerator
- \$4,000: Dimensional lumber, exterior sheathing \$2,000, siding \$2,000, lumber \$1,000, exterior benches, awnings etc. \$1,000

Task 1.4: Purchase new items to go inside the farm stand

- \$2,500: Refrigerator
- \$1,500: Coolers, shelves, tables, scales, bins, baskets, office supply, etc.
- \$1,000: New tent structure to cover the entire farm stand outdoor area



Teton Conservation District

Application Form

Project Title: Jackson Hole Community Garden Project Improvements

Amount Requested: \$2820

Project Start Date: 6/25/19

Applicant Entity/Contact Name: Leah Dow-Sanchez

Mailing Address: PO Box 554 Jackson, WY 83001

Phone: 3072011705

Email: admins@jhcommunitygardens.com

Authorized Applicant Representative (Print Name): Leah Dow-Sanchez

Authorized Representative Signature: Leah Dow-Sanchez

Date: 6/6/19

The TCD Strategic Plan can be found at www.tetonconservation.org

Check which TCD Strategic Plan Program category(s) that the proposed project addresses:

- Agriculture (Strategic Plan pages 6-11)**
- Mapping Resources & GIS (Strategic Plan pages 12-14)**
- Restoration & Sustainability (Strategic Plan pages 14-17)**
- Teton County Planning and Development: LDR's (Strategic Plan pages 18-23)**
- Water Resources (Strategic Plan pages 24-34)**
- Wildlife (Strategic Plan pages 35-38)**

Part 1 – Project Summary: Briefly describe, in measurable terms, the natural resource public benefit of the project. You must also show how the project addresses specific TCD Strategic Plan Goals and associated Strategies, and Tasks . Below each, state the Project’s Objectives & Tasks w/measurable attributes using the following format example and denote responsible entities:

The Jackson Hole Community Garden Project is a young non-profit, having separated from the Parks and Rec in early 2018. Run by a volunteer board, we manage two community gardens; Blair Garden, located between Jackson Hole Middle School and Blair Apartments and May Garden located in May Park on Rancher Street.

Our mission is ‘To promote organic gardening opportunities for the Greater Jackson Hole Community’. Our goals are 1) To cultivate green space and support community gardeners 2) To provide educational opportunities and 3) To share local harvests.

Blair Garden, near the Middle School in west Jackson, has been hardily producing for over 19 years. There are 53 plots. The May Park garden in east Jackson was built by Teton County/Jackson Parks and Recreation in 2017 and hosts 72 plots. It has been a very popular activity and we have an active waitlist for plots. We offer plots to citizens of all ages from educational preschools to senior citizens.

Part of our mission is education. We offer workshops throughout the summer on topics such as soil preparation, organic gardening basics, composting, and ideas on how to store the harvest. We encourage families to bring their children.

At both gardens with have a Giving Garden. These areas are planted by a volunteer using excess seeds from our garden community. At harvest we donate this and other produce to the Senior Center, the Pioneer Homestead apartment community, and the Hole Food Rescue. This year we plan on offering tips on how to prepare some of the more unusual produce. With easy and creative recipes most of our fresh food can taste delicious!

Blair Garden has been producing for 19 years and has had little to maintenance done. Before we were a group, gardeners would build their own plots out of what they could get and afford. One of our goals is to create consistency between gardens and show organization and do things as a team such as providing gardeners with plots that are all built the same and provide them with the tools needed.

May Garden, though newer, was not constructed with some considerations taken into account, such as brackets to sustain the plots through weathering and organic treating, such as Linseed Oil to increase the longevity of the boards.

TCD Strategic Plan Goal Goal 3.0 Support small acreage agriculture ,
 Strategy Not applicable ,
 Task Not applicable

Project Objective 1.0 Improvements at JHCGP Gardens

At Blair Garden we would like to replace the current “key” water spigots with spigots that have an arm on them to increase our water conservation. In addition, the signage at Blair does not reflect our current mission and is largely outdated. We would like to educate the community about our mission and the goals that Blair Garden employs with its gardeners. At both gardens we are investing in acquiring heavy duty brackets in order to sustain the longevity of our boards. This year we replaced 15 gardens at Blair at a cost of \$2,700. With over 100 gardens, we would like to increase the life our plots.

Task 1.1 Replace water spigots at Blair Garden

Task 1.2 Purchase and install a Blair Garden Sign at the entrance of the garden.

Task 1.3 Purchase and install brackets at both gardens for 30 Gardens.

Part 2 - Budget Spreadsheet (use the following spreadsheet format example): Build a table using the one below, adding columns for additional partners or match type to illustrate how the project funding is distributed between the applicant, TCD and any other partners. Failure to use the format below will invalidate the application.

| Objective Task | Applicant \$ | Partners \$ | TCD \$ requested | Task Total |
|-----------------------|---------------------|--------------------|-------------------------|-------------------|
| Task 1.1 | \$1,000 | | \$1,000 | \$2,000 |
| Task 1.2 | \$500 | | \$500 | \$1000 |
| Task 1.3 | \$1320 | | \$1320 | \$2640 |
| Task 2.1 | | | | |
| Task 2.2 | | | | |
| Task 2.3 | | | | |
| Etc. | | | | |
| | | | | |
| Total | \$2,820 | | \$2,820 | \$5,640 |

Part 3 – Budget Narrative: Describe the relationship between the tasks and amounts in the budget spreadsheet by providing explanations of estimates, equipment costs, other details, etc. Numerical inconsistencies with the budget table will invalidate the application.

Task 1.1 includes new water spigots. The cost of the spigots is \$200 for each one. There are



Teton Conservation District

Application Form

Project Title: Educational Tours – Vertical Harvest Jackson Hole

Amount Requested: \$1,918.00

Project Start Date: June 15th, 2019

Applicant Entity/Contact Name: Joelle Lazzareschi

Mailing Address: P.O. Box 641, Jackson, WY, 83001

Phone: 5304011972

Email: joelle@verticalharvestjackson.com

Authorized Applicant Representative (Print Name): Joelle Lazzareschi

Authorized Representative Signature: _____ **Date:** _____

The TCD Strategic Plan can be found at www.tetonconservation.org

Check which TCD Strategic Plan Program category(s) that the proposed project addresses:

- Agriculture (Strategic Plan pages 6-11)
- Mapping Resources & GIS (Strategic Plan pages 12-14)
- Restoration & Sustainability (Strategic Plan pages 14-17)
- Teton County Planning and Development: LDR's (Strategic Plan pages 18-23)
- Water Resources (Strategic Plan pages 24-34)
- Wildlife (Strategic Plan pages 35-38)

Part 1 – Project Summary:

Briefly describe, in measurable terms, the natural resource public benefit of the project. You must also show how the project addresses specific TCD Strategic Plan Goals and associated Strategies, and Tasks . Below each, state the Project’s Objectives & Tasks w/measurable attributes using the following format example and denote responsible entities:

Vertical Harvest would like to request funding and support for 40 educational tours per year for kindergarten-high school level students. The proposal would be within the TCD Strategic Plan for, “Agriculture”. The tours enhance current science curriculum provided by schools with direct hands-on educational experience. This experience will highlight the importance of creating a local source for food production for communities as well as how this effort can lead to other forms of community impact such as meaningful job creation. Vertical Harvest is an example of creating meaningful employment for people with disabilities by growing food for our community in a three story hydroponic greenhouse. The educational tours encourage and challenge the students to think critically about community and individual wellness and health, as well as to empower students with a sustainable agriculture curriculum.

Despite minimal marketing of educational tours within the greenhouse over 1250 students in Teton County, and the surrounding Wyoming area, have participated in the educational tours at Vertical Harvest. While demand for educational tours has been increasing, financial support for the staffing for these tours cannot keep up with the increase. Specifically since 2016, 105 tours have been requested and we have had the means to fulfill 81.

The requested funding would be used to purchase materials, and staffing for the tour and corresponding educational programs.

TCD Strategic Plan Goal 3.0. Support small acreage agriculture ,

Strategy 3.2.0. Support indoor agriculture ,

Task 3.2.2. Research relevant roles for TCD’s involvement in projects like Vertical Greenhouse.

Project Objective 1.0: Educational Tours of Vertical Harvest

Task 1.1: Staffing of Educational Coordinator: We request TCD to subsidize approximately \$4.25/student for each tour, class size of 20 students. Those funds would go towards supporting the Educational Coordinator’s role. Responsibilities would include scheduling, preparing, and conducting 8 educational tours per quarter, 40 per year. As well as the management of marketing and reporting necessary for the educational tours. Vertical Harvest will provide an employee or Tour Associate to assist the Educational Coordinator in giving the tour.

Task 1.2: Age appropriate materials:

The Educational Coordinator would customize each tour for the appropriate age group with different materials and exercises.

Task 1.3: Marketing:

Distribute PDF advertisements via email and print to our local school district and neighboring school districts.

Part 2 - Budget Spreadsheet (use the following spreadsheet format example): Build a table using the one below, adding columns for additional partners or match type to illustrate how the project funding is distributed between the applicant, TCD and any other partners. Failure to use the format below will invalidate the application.

| Objective Task | Applicant \$ | Partners \$ | TCD \$ requested | Task Total |
|-----------------------|---------------------|--------------------|-------------------------|-------------------|
| Task 1.1 | \$1,660.00 | | \$1,500.00 | \$3,160 |
| Task 1.2 | \$192.00 | | \$133.00 | \$325 |
| Task 1.3 | | | \$285.00 | \$285 |
| | | | | |
| | | | | |
| Total | \$1,852.00 | | \$1,918.00 | \$3,770 |

Part 3 – Budget Narrative: Describe the relationship between the tasks and amounts in the budget spreadsheet by providing explanations of estimates, equipment costs, other details, etc. Numerical inconsistencies with the budget table will invalidate the application.

Task 1.1: Staffing of Educational Tours:

- **Vertical Harvest Responsibilities**
 - PER TOUR:
 - 1 hour of staffing time of Tour Associate (\$11.50/hr)
 - 1.5 hours of staffing
 - Partial salary for Educational Coordinator (\$20/hr)
 - PER YEAR:
 - Tour Associate Staffing: 40 hrs
 - Educational Coordinator: 60 hrs
 - **TOTAL funds: \$1,660.00**
- **TCD Requested**
 - PER TOUR:
 - 1.5 hours of staffing time of Educational Coordinator(\$25/hr partial salary)
 - 20 students
 - 1 hour to prep and conduct tour
 - 30 minutes to schedule tours, as well as distribute and catalogue surveys for reporting
 - Reporting would provide satisfaction surveys for students and teachers to help create quarterly reports of all educational tours.
 - \$37.50 per tour
 - PER QUARTER: 200 students
 - Staffing: 15hrs
 - \$375.00
 - PER YEAR: 800 students
 - Staffing: 60hrs
 - **TOTAL TCD Requested funds: \$1,500.00**

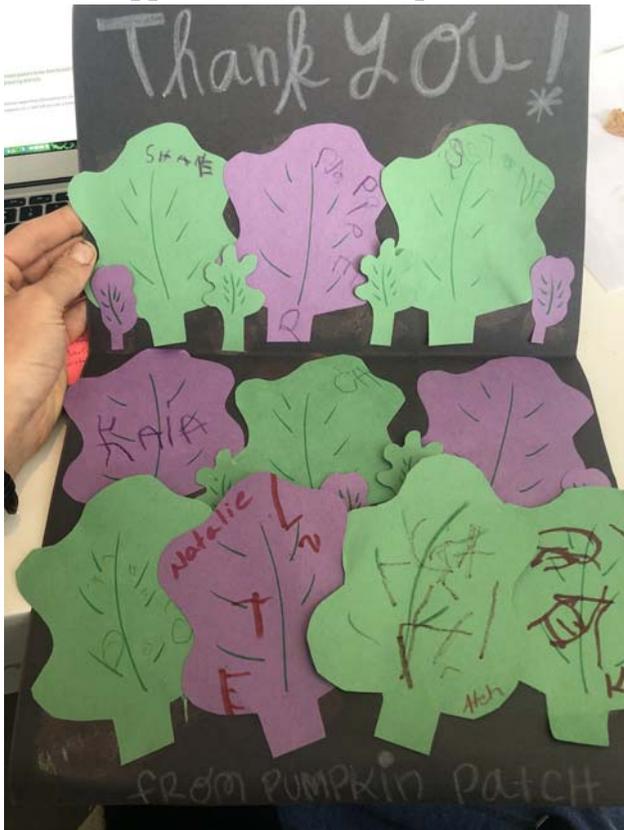
Task 1.2: Age appropriate materials:

- **Vertical Harvest Responsibilities**
 - \$4.80 per tour purchase
 - Microgreen samples for the students to taste
 - **PER YEAR: Total materials cost of \$192.00**
- **TCD Requested**
 - \$133 One time purchases
 - All purpose flour
 - Scissors(15-18)
 - Foam balls
 - 15-18 laminated Growth cycle sheets
 - Whiteboard and pens
 - Globe
 - **PER YEAR: Total materials cost of \$133.00**

Task 1.3: Marketing:

- **PER YEAR: \$285.00**
- Graphic Design cost (\$65/hr)
- 33 printed posters to be distributed to the TCSD and neighboring districts

You may include additional supporting information for the project (maps or diagrams, letters of support, etc.), that will provide a better understanding of the project.



Dear Joelle,
 I really appreciate your mission! Vertical Harvest and Cultivate are doing something amazing!
 Thank you!
 Mrs. Williams

Dear Joelle,
 Thank you for taking us on a tour through the green house.
 from Om-o-wat

Joelle Thank you for showing us the plants. It was funny how you demonstrated how plants grow. Oh Ja-Zonne

Dear Joelle-
 Thank you for teaching us about plants and what makes the plants grow. The red light makes the plants grow fast. The blue light and white light tell the plants to relax.
 from Tinnie

Dear Joelle
 I liked learning @, but now the plant lights work from Remi

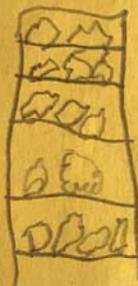
Dear Joelle,
 I learned that you use PLUGS instead of soil.
 from Reagen



Thank you Joelle
for taking us for a
tour. The sponge had
hydroponic water in it.
from Nur. ch to Joelle

Thank you Joelle for having us there
and giving us a tour. Thank you
for letting us eat micro produce.
You are good at your job
from Nakod

Joelle thank you for
a tour around Vertical
Harvest.
from
Arleigh



Dear Joelle,
Your tour of Vertical
Harvest was AMAZING!
Your mannerisms + the
level of information was
Perfect for students. Thank
you! Ms. Epp



Dear Joelle,
Thank you for showing
us the nursery I like
the kindergarten carousel.
from Crimson

Joelle! thanks for
showing us
the Klad garden
plants
Isaiah



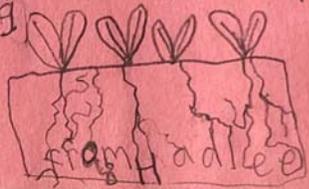
Thank you Joelle for
showing us the cool
stuff like the tomatos
they were big it was
like a jungle in
there from Nuriah



Dear Joelle,
Thank you for the tour, I
learned that lettuce grows
in plugs not dirt

Alaina

Dear Joelle,
Thank you for giving
us a tour of the building.
Thank you for telling us about
bees that don't make honey.
I think that it was interest-
ing.



Dear Joelle, It
was a mazing
to see how you
grow plants
with out soil
from a tick

Dear Joelle, Thank you
for teaching us about
the red light says GROW
GROW GROW.



**GRANT AGREEMENT BETWEEN
WYOMING DEPARTMENT OF AGRICULTURE
AND
TETON CONSERVATION DISTRICT**

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Agriculture (Agency), whose address is: 2219 Carey Avenue, Cheyenne, Wyoming 82002, and Teton Conservation District (Grantee), whose address is: P.O. Box 1070, Jackson, Wyoming 83001.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Grantee shall carry out the tasks of the Rangeland Health Assessment Program (RHAP)-19-6591, the North Zone Bridger-Teton National Forest Rangeland Monitoring (Project). The Project is described in Attachment A, which is attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through February 29, 2020. All services shall be completed during this term. This Agreement may be extended once by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency
4. **Payment.**
 - A. The Agency agrees to pay the Grantee for the services described in Section 5 below and in Attachment A. Total payment under this Agreement shall not exceed twenty thousand dollars (\$20,000.00). Payments shall be made from the BFY 19 0481 NTR RL Budget. Grantee shall submit its plan of work, budget justification, and payment voucher for that year annually for payment. Payment shall be made within forty-five (45) days after submission of and approval of payment voucher pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee 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 Grantee performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees to:

- A.** Submit a detailed plan of work and budget justification on a yearly basis for payment purposes. The plan of work and budget justification shall include, but not be limited to, the following:
- (i)** A detailed description of work to be executed within the timeframe identified in the Plan of Work.
 - (ii)** Budget justifications shall be reported within the goals and objectives listed within the application.
- B.** Perform the proposed tasks and activities for the Project as described in Attachment A.
- C.** Facilitate the implementation of the Partnership Agreement Form, which is attached to this Agreement as Attachment B, and incorporated herein by this reference.
- D.** Submit a detailed monitoring plan to the Agency by February 29, 2020. Grantee must submit the monitoring plan by said date, or request an extension for monitoring plan submission at least thirty (30) days prior to said date. Monitoring plan shall include, but not be limited to, the following:
- (i)** Specific information detailing the roles and responsibilities of the Federal Partners, Permittees, Conservation Districts, and a private contractor if one is being used;
 - (ii)** Record of who was engaged in designing the Monitoring Plan, and each person's contribution; and
 - (iii)** Records demonstrating all partners (Federal Specialists, Conservation District employees, Grantee, and especially Permittee(s)) involvement in; creation of the Monitoring Plan, establishment and or assessment of monitoring locations, training's attended/provided, dates/time spent executing cooperative monitoring. The funding approval is conditional on the proponents meeting the above requirements.
- E.** In the event Grantee is unable to comply with Section 5(D) above, this Agreement shall become null and void as of February 29, 2020. Upon Agreement becoming null and void, Grantee shall submit a final written report, due by February 29, 2020, explaining work done to date, and showing detailed expenses incurred to date. Unused funds shall be returned to the Agency with the final report, no later than February 29, 2020.
- F.** Allow Agency to monitor Project progress during the Grant Period, and to audit the Project during the Grant period and up to five (5) years after Project completion.

- G.** Maintain and retain accurate records on completed Project for five (5) years, starting from the date Grantee's final report is approved by the Agency.
- H.** Provide a match to the Agency grant award of not less than twenty-one thousand, six hundred thirty-two dollars (\$21,632.00) as shown in Attachment A. Match can be local cash or in-kind.
- I.** Submit update report to the Agency no later than September 30, 2019. Update report shall include:
- (i) Status of the Project tasks and activities that have been performed to date;
 - (ii) The recipients of expended funds under the Project, and explanation of expending said funds to date;
 - (iii) Detailed information about cash and in-kind matching funds used for the Project to date;
 - (iv) Specific information collected to date, detailing the roles and responsibilities of the Federal Partners, Permittees, Conservation Districts, and a private contractor if one is being used;
 - (v) Record collected to date of who participated in the evaluation of key monitoring locations, and/or the establishment of new locations;
 - (vi) Record collected to date of Permittee participation in any trainings on monitoring protocol associated with the Project;
 - (vii) Any other pertinent information that demonstrates reasonable progress in completing the Project. Include information on work completed to achieve goals, objectives and progress in meeting overall short term and long term goals of the Project to date; and
 - (viii) Records demonstrating all partners (Federal Specialists, Conservation District employees, Grantee, and especially Permittee(s)) involvement in; creation of the Monitoring Plan, establishment and or assessment of monitoring locations, training's attended/provided, dates/time spent executing cooperative monitoring. The funding approval is conditional on the proponents meeting the above requirements.
- J.** Submit a final report to the Agency no later than February 29, 2020. Final report shall include:
- (i) Status of the Project tasks and activities that have been performed during the grant period;
 - (ii) The recipients of expended funds under the Project, and explanation of expending said funds during the grant period;

- (iii) Detailed information about grant funds and cash and in-kind matching funds used for the Project during the grant period;
- (iv) Specific information collected during the grant period, detailing the roles and responsibilities of the Federal Partners, Permittees, Conservation Districts, and a private contractor if one is being used;
- (v) Records collected during the grant period of who participated in the evaluation of key monitoring locations, and/or the establishment of new locations;
- (vi) Record collected during the grant period of Permittee participation in any trainings on monitoring protocol associated with the Project;
- (vii) Success of the Project, including proposed and actual outcomes. Include information on work completed to achieve goals, objectives and progress in meeting overall short term and long term goals of RHAP;
- (viii) Records demonstrating all partners (Federal Specialists, Conservation District employees, Grantee, and especially Permittee(s)) involvement in; creation of the Monitoring Plan, establishment and or assessment of monitoring locations, training's attended/provided, dates/time spent executing cooperative monitoring. The funding approval is conditional on the proponents meeting the above requirements; and
- (ix) Written conclusions from the permittee(s) and project proponents explaining the products/outcomes achieved through this project.

K. Spend grant funds by February 29, 2020. All unused funds shall be returned with the final report, which is due no later than February 29, 2020.

6. Responsibilities of Agency. The Agency agrees to:

- A.** Submit funds to Grantee in accordance with Section 4 above.
- B.** Review the Grantee's voucher and written reports/deliverables within forty-five (45) days of receipt of each. Notify Grantee of any changes that need to be made to any documents received/approval within the same forty-five (45) days.
- C.** Notify Grantee of the date final report is approved by the Agency, for document retention purposes as detailed in Section 5(G) above.

7. Special Provisions.

A. Criteria for Amendments and Extensions.

- (i) Amendments.

- (a) A formal amendment shall be required, if one of the following factors applies to the proposed change:
 - (1) The proposed change deviates from the original goal of the grant, e.g. the grant was intended to conduct water quality work in the Dirty Water Watershed and now work is proposed in the Somewhat Dirty Watershed;
 - (2) Change in objectives – a new objective is being added to the project or an objective is being removed; or
 - (3) If more than fifteen percent (15%) of the total project amount is being moved from one objective to another. Anything less than fifteen percent (15%) from one objective to another would not require an amendment to this Agreement. There is a limit of one (1) time adjustment per term of project.
 - (b) Amendment requests must be submitted to Wyoming Association of Conservation Districts (WACD), Board of Directors at least three (3) months prior to the work being performed to allow for sufficient time for approvals and contract amendments to be made. This will allow sufficient time for WACD Board review and approval, Board of Agriculture review and action, and an amendment to this Agreement.
- (ii) Extensions.
- (a) Extensions are formal changes to this Agreement and therefore need to be submitted for review and approval.
 - (b) Extension requests must be submitted to WACD Board of Directors at least three (3) months in advance of Agreement's expiration date. This will allow sufficient time for WACD Board review and approval, Board of Agriculture review and action and an amendment to this Agreement.
- (iii) Grantee may be asked to participate in a Board of Agriculture conference call or attend a meeting to provide an explanation of the request for amendment or extension.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws

of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Grantee shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Grantee shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Grantee is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Grantee shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Agency for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Application for RHAP Funding, consisting of seventeen (17) pages; and Attachment B, (Partnership Agreement Forms), consisting of twenty-four (24) pages; represent the entire and integrated Agreement between the parties and supersede 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.
- K. Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Grantee shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's negligence or other tortious conduct.

- O. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and

indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- V. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- W. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- Y. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Z. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be

terminated by the Agency immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.

- AA. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- DD. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. 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 Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Agriculture

Doug Miyamoto, Director

Date

Chris Wichmann, Manager, Natural Resources & Policy

Date

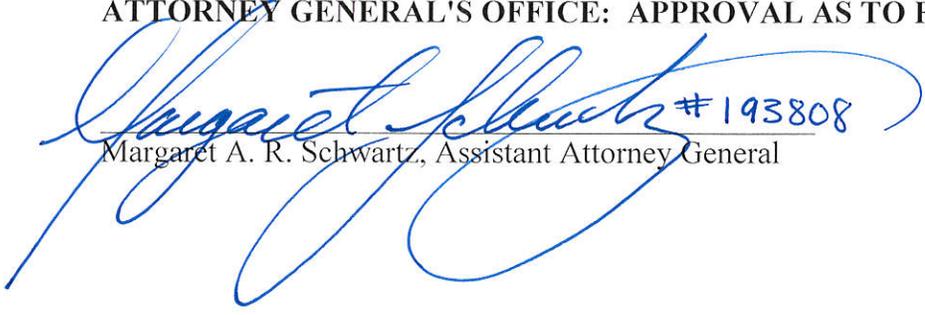
GRANTEE:

Teton Conservation District

Tom Segerstrom, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #193808

Margaret A. R. Schwartz, Assistant Attorney General


Date



Teton Conservation District

Application Form

Project Title: Sustainability Initiative - Vertical Harvest Jackson Hole_____

Amount Requested: \$9,899.14

Project Start Date: July 1, 2019

Applicant Entity/Contact Name: Molly Belk_____

Mailing Address: P.O. Box 641 Jackson, WY 83001_____

Phone: (704) 807-1570

Email:

mollyb@verticalharvestjackson.com__

Authorized Applicant Representative (Print Name): Molly Belk

Authorized Representative Signature: _____ **Date:** _____

The TCD Strategic Plan can be found at www.tetonconservation.org

Check which TCD Strategic Plan Program category(s) that the proposed project addresses:

- Agriculture (Strategic Plan pages 6-11)**
- Mapping Resources & GIS (Strategic Plan pages 12-14)**
- Restoration & Sustainability (Strategic Plan pages 14-17)**
- Teton County Planning and Development: LDR's (Strategic Plan pages 18-23)**
- Water Resources (Strategic Plan pages 24-34)**
- Wildlife (Strategic Plan pages 35-38)**

Part 1 – Project Summary: Briefly describe, in measurable terms, the natural resource public benefit of the project. You must also show how the project addresses specific TCD Strategic Plan Goals and associated Strategies, and Tasks. Below each, state the Project’s Objectives & Tasks w/measurable attributes using the following format example and denote responsible entities:

Representing a small agricultural business, Vertical Harvest aligns with Teton Conservation District’s Restoration and Sustainability strategic plan. Vertical Harvest is proposing a sustainability initiative to reduce our one-time use packaging and divert our organic waste to compost. While Jackson has begun the process of reducing our consumer waste through banning plastic bags in major grocery stores, the diversion of retailer and business-to-business waste has room for improvement.

Vertical Harvest would like to request funding for our sustainability initiative in packaging. The requested funds will be used to purchase and implement the use of reusable bins for all local standing restaurant orders, specialty orders, and our in-store market. Additionally, the funds will help to purchase items that are necessary to meet our USDA certification, Good Agricultural Practices (GAP).

Vertical Harvest has recently started the process of providing produce waste for composting. Each week, starting mid June, Snake River Ranch will pick up half of our produce waste to feed their twenty five pigs. We hope to divert the rest of our weekly waste through partnering with Haderlie Farms. With Teton Conservation District funds, we will be able to fulfill this partnership.

Currently, Vertical Harvest goes through approximately 12,000 cardboard boxes, 5,100 non-recyclable plastic bags, 600 non-recyclable plastic trash bags, and 13,400 gallons of compostable waste per year. As a community impact model in its third year of operation, Vertical Harvest has struggled to find the financial support to kick start its sustainability initiative. Overall, this partnership with Teton Conservation District will support Vertical Harvest’s sustainability initiative and benefit our local and global community and environment at large.

TCD Strategic Plan

Goal 4.0 Support, partner, and provide assistance for recycling, household hazardous waste disposal, e-waste disposal, rechargeable batteries, and other waste that may be processed or utilized to diminish environmental damage, conserve natural resources, and reuse materials for useful products

Strategy 4.1.0. Coordinate and partner with agencies, organizations, private enterprise, and the public to develop and implement materials diversion, recycling, and associated education and outreach.

Task 4.1.1. Partner with Teton County Integrated Solid Waste & Recycling and other partners to recycle household hazardous, e-waste, rechargeable batteries and other appropriate materials for safe handling, reuse, and resource benefits.

Project Objective 1.0

Purchase reusable plastic bins to package all local standing orders and in store market produce with the ultimate goal of reducing our waste.

Task 1.1

Purchase reusable bins and pallets for food safety bin storage.

Task 1.2

Purchase commercial dishwasher to ensure proper sanitation of bins in order to meet our GAP (Good Agricultural Practices) certification. Create, implement, and train VH employees on the SOP (Standard Operating Procedures) for bin pick-up, cleaning, and storage.

Part 2 - Budget Spreadsheet (use the following spreadsheet format example): Build a table using the one below, adding columns for additional partners or match type to illustrate how the project funding is distributed between the applicant, TCD and any other partners. Failure to use the format below will invalidate the application.

| Objective Task | Applicant \$ | Partners \$ | TCD \$ requested | Task Total |
|-----------------------|---------------------|--------------------|-------------------------|-------------------|
| Task 1.1 | \$360.00 | | \$2,899.14 | \$3,259.14 |
| Task 1.2 | \$6,000.00 | | \$7,000.00 | \$13,000.00 |
| | | | | |
| Total | \$6,360.00 | | \$9,899.14 | \$16,259.14 |

Part 3 – Budget Narrative: Describe the relationship between the tasks and amounts in the budget spreadsheet by providing explanations of estimates, equipment costs, other details, etc. Numerical inconsistencies with the budget table will invalidate the application.

For Task 1.1 the cost estimate comes from the total amount of reusable bins needed for local restaurant standing orders, in-store needs, and specialty cut microgreen orders, along with a twenty five (25) percent growth margin. Vertical Harvest will fund the cost of a \$30 pallet for proper storage of the bins that meet our GAP standard as well as the labor hours needed to implement the new packing system. We estimate that the implementation of using bins will be about thirty (30) hours of labor costing approximately \$330. The labor involves onboarding restaurants, training employees who do the deliveries and the employees who clean bins. The total cost Vertical Harvest will fund for the reusable bin project will approximately \$360.00. The total cost requested from Teton Conservation District is \$2,899.14 which will be used to purchase the necessary food safe reusable bins.

For Task 1.2 the estimate comes from the cost of a commercial dishwasher that fits our space and meets our sanitation requirements. Vertical Harvest requests \$7,000 from Teton Conservation District to cover the cost of a commercial dishwasher. Vertical Harvest will fund the cost of approximately \$6,000 for installation of the dishwasher, this cost includes contract labor for proper plumbing and electrical configuration.

You may include additional supporting information for the project (maps or diagrams, letters of support, etc.), that will provide a better understanding of the project.

**INDEPENDENT CONTRACTOR AGREEMENT EXTENSION
BETWEEN
THE TETON CONSERVATION DISTRICT
AND TODD FITZGERALD**

This Independent Contractor Agreement Extension (“the Agreement”) is made this 18th day of June, 2019, between the Teton Conservation District, a Wyoming Conservation District, (hereinafter “the District”), P.O. Box 1070, Jackson, WY 83001, and Todd Fitzgerald doing business as Professional Tree Care, 11055 S. Old Yellowstone Road, Jackson, WY, 83001 (hereinafter “the Contractor”).

RECITALS

WHEREAS the District desires to work with private landowners to assess vegetation and infrastructure conditions on their property, in order to provide voluntary recommendations to reduce risk to public safety and property loss from wildfire, utilizing the National Fire Protection Association’s (NFPA) Firewise curriculum; and

WHEREAS the Contractor is a recognized by the International Society of Arboriculture (ISA) as a Certified Arborist, is a volunteer firefighter with rank of Captain with Jackson Hole Fire/EMS, has attended the NFPA ‘Assessing Wildfire Hazards in the Home Ignition Zone’ seminar, and maintains the requisite qualifications to conduct the Project and desires to complete the Project for the District; and

WHEREAS the scope of the entire Project, including the afore mentioned assessments, is described in Exhibit 1, (the “Project”); and

WHEREAS the Contractor has been selected by the District through a competitive bidding process, to conduct the Project as an Independent Contractor on the terms set forth in the Agreement; and

WHEREAS the District desires to contract with the Contractor to conduct the on-site Wildfire Risk Overviews (“Overviews”) of such conditions on not more than thirty-one (31) properties within Teton County, Wyoming between the present date and June 30, 2020; and

WHEREAS the Contractor has agreed that the Bid will include providing the following: all labor, expertise, and acquisition of permission by the landowner to conduct said Overviews at a specific time and date agreeable to each landowner for the production of products and deliverables outlined in Exhibit 1, including but not limited to: a Wildfire Risk Overview in .pdf format, produced using AgTerra MapItFast software and the existing ‘WRRP Form’ which is available within that software

WHEREAS Exhibit 1 below states, “Contractor will be responsible for acquiring and maintaining an electronic device that is capable of operating AgTerra’s MapItFast software”; which shall be removed from requirements of this Agreement, and replaced with the District as

bearing the responsibility for acquiring an electronic device, that is capable of operating AgTerra's MapItFast software and loaning it to the Contractor, throughout the Agreement period.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Mutual Benefit. The District acknowledges that the Contractor has the necessary skills and qualifications to provide the services described in the Agreement, and the Contractor agrees to provide services to the District as described in the Agreement.

2. Term of the Agreement. The Agreement will be in effect beginning June 18, 2019, and will continue until July 07, 2020.

3. Project. The Contractor agrees to complete the Project, as more specifically defined in the Recitals above for the District and to make available the products described in Exhibit 1.

4. Payment. The Contractor will be paid based on invoices submitted by Contractor to the District on a monthly basis, on the closest working weekday to the 15th of the month, at a rate of \$300 per Overview, as set forth in this Agreement. The total payment amount for this Agreement is Not To Exceed \$10,000. The Contractor agrees to submit deliverables to the District within three weeks of receipt of each request for service from the District.

5. Employment of the Contractor. The Contractor shall be an independent contractor and shall not be considered an employee of the District and shall not receive any benefits from the District except as set forth in this Agreement. The Contractor shall assume sole responsibility for any debts that may be incurred by the Contractor in fulfilling the terms of the Agreement.

6. Taxes. The Contractor shall provide the District with a Tax Identification Number. It shall be the sole responsibility of the Contractor to pay all applicable federal and state taxes for himself and his employees. The Contractor is responsible for all payments for workers compensation; benefits and health insurance for the Contractor and his staff, as applicable. The District will provide the Contractor with an IRS Form 1099 for all payments rendered to the Contractor. The Contractor will likewise certify that all of the Contractor's employees (if any) are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a).

7. Assignment. Neither party may assign the Agreement in whole or in part without the prior written consent of the other party.

8. Indemnity and Liability. The Contractor agrees to indemnify, hold harmless and defend the District against any and all causes of action, damages, claims, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees), actions and judgments which may arise from the Contractor's performance of its services, except as may arise from the District's own intentional or negligent acts. The Contractor shall provide evidence of liability insurance to the District, effective for the term of this Agreement for not less than \$1,000,000. Nothing herein waives the District's Governmental Immunity.

9. Equal Opportunity. The Contractor shall comply with Presidential Executive order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 *et seq.*), and the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.* The Contractor shall assure that no person is discriminated against on the grounds of sex, race, religion, national origin or disability in connection with the performance of the Agreement.

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

11. Compliance with Laws. In performing this Agreement, the Contractor agrees to comply with all applicable Wyoming, federal and local laws, rules and regulations.

12. Access. The Contractor shall ensure that representatives of the District have safe access to the project work, whenever it is in preparation or progress, for access and inspection. The District or any authorized representative shall have access to any photos, negatives, documents, plans, reports, or other records of the Contractor that are pertinent to the project for the purpose of making audit, examination, copies and transcriptions thereof. All data, reports, analysis, or other applicable information generated by Contractor as a result of this Agreement, will be shared with the District.

13. District Acknowledgement in Publications, Audiovisuals and Electronic Media. The Contractor will acknowledge the District's support in any and all publications, audiovisual web databases and electronic media developed as a result of this Agreement. The Contractor shall include the following statement, in full, in any printed, audiovisual material, or electronic media and/or databases for public distribution developed or printed:

In accordance with Federal and State law, the Teton Conservation District is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability, and are equal opportunity providers.

14. Copyrighting. The District has the sole and exclusive right to copyright any publications developed as the result of this Agreement including the right to publish and vend throughout the world in any language and in all media and forms in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Agreement. This right must not be transferred to any other sub-agreements or subcontracts.

15. Assistance by District. The District will assist in providing the Contractor access to information relevant to this Agreement and District employees will cooperate in providing such information whenever possible.

16. Applicable Laws. The laws of the State of Wyoming shall be applied in the

interpretation, execution, and enforcement of the Agreement. The parties agree that venue for any suit in regard to the terms or enforcement of the Agreement shall be exclusively in state court located in Teton County, Wyoming.

17. Amendment and Termination. Any proposed alteration to this Agreement must be agreed upon by both of the parties in writing. Termination of the Agreement, in whole or in part, can be made by the granting of fifteen (15) days written notification to either party, and no basis for termination is required. Upon termination of this Agreement, the District shall not incur any further obligations after the effective termination date, and the District shall not be liable for the final payment of funds.

18. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed duly given or served when delivered personally to the party intended, or sent by registered or certified mail, postage prepaid, effective as of three (3) days after the date of mailing, addressed to the District at its principal office at P.O. Box 1070, Jackson, WY 83001 and to the Contractor at 11055 S. Old Yellowstone Road, Jackson, WY, 83001, or at such other mailing address provided to the District in writing. It is the Contractor's duty to keep the District informed of a current mailing, email and physical address.

19. Headings. The headings in the Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of the Agreement.

20. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

21. Waiver. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. Severability. If any provision of the Agreement, or the application thereof to any person or circumstances, is adjudged by a court to be void, invalid, or unenforceable, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision, and to this end the terms of the Agreement are severable. In lieu of the illegal, unenforceable or invalid provision, there shall be added a provision as similar in terms as may be possible to be legal, valid, and enforceable.

23. Counterparts/Facsimile. The Revised Agreement may be executed in counterparts, and scanned or fax signatures shall be treated as originals.

24. Entire Agreement. The Agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations and agreements whether written or oral, and any such prior agreements shall be of any force or effect.

TETON CONSERVATION DISTRICT

Bailey Schreiber, Chairman, Teton Conservation District

Date

Todd Fitzgerald, Professional Tree Care

Date

Attachments

Exhibit 1: Request for Proposals To Conduct Wildfire Risk Overviews On Behalf Of Teton Conservation District.

**REQUEST FOR PROPOSALS
TO CONDUCT WILDFIRE RISK OVERVIEWS
ON BEHALF OF TETON CONSERVATION DISTRICT**

AUGUST 03, 2018

Teton Conservation District (TCD) requests proposals for a professional firefighter, International Society of Arboriculture (ISA) Certified Arborist, National Fire Protection Association (NFPA) Certified Wildfire Mitigation Specialist, or forester to conduct Wildfire Risk Overviews for private lands in Teton County, WY, on behalf of Teton Conservation District. The purpose of this activity is to inform landowners of conditions of vegetation and infrastructure on their property, and to provide voluntary recommendations to reduce risk from wildfire, utilizing NFPA standards.

Teton Conservation District reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

I. Background and Overview of Work/Services

Teton Conservation District, in cooperation with willing landowners in Teton County, WY, and the Teton Area Wildfire Protection Coalition (TAWPC), is providing Wildfire Risk Overviews (Overviews) to private landowners in Teton County, WY, as a component of TCD's Wildfire Risk Reduction Program.

A. Overall Scope

1. Conduct Overviews(s) to properties as directed by Teton Conservation District, on an on-call basis.
2. Overviews will take place from no earlier than August 22, 2018 – October 30, 2018, and then April 01, 2019 – June 15, 2019, excluding dates when snow is covering any portion of a roof.
3. Site work will take place between 8:00 AM and 8:00 PM, daily, with landowner permission
4. The scope of the project will consist of Not To Exceed thirty five (35) Overviews
5. Contractor will conduct Overviews for all requests made by Teton Conservation District
6. Overviews will be developed utilizing NFPA 1144 'Standard for Reducing Structure Ignition Hazards from Wildland Fire 2013 Edition', NFPA 1141 'Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas 2012 Edition', and the NFPA Student Handout titled 'Assessing Wildfire Hazards in the Home Ignition Zone' supplied at the NFPA 'Assessing Structure Ignition Potential from Wildfire' training.

B. Deliverable Products

1. Contractor will directly communicate with the landowner who requested an Overview to preferably schedule an Overview when the landowner is able to be physically present at the time the Overview is conducted. Contractor will set up a time and date when access to the property and data collection will be

- allowed, and will independently of TCD conduct the on-site Overview according to NFPA standards.
2. Contractor will produce an electronic .pdf document for each property receiving an Overview. The data collection during the Overview will take place utilizing AgTerra MapItFast software, and the TCD electronic form within the AgTerra MapItFast software. TCD will be responsible for maintenance and quality control for the form utilized within the AgTerra software. A blank template of the written report produced using the AgTerra software is below in Appendix A. Additional redacted examples demonstrating the required detail and quality of the reports are available upon request.
 3. Contractor will produce Overviews based solely in the Home Ignition Zone area (between 100-300 feet distal from main walls of the primary residence), as well as for the routes of ingress and egress (i.e. driveways), and not for remaining acreage of the property. Contractor will not be responsible for marking or flagging trees being recommended for removal. However, if the landowner requests this service, and with verbal approval from TCD to the contractor, the contractor may provide this service and invoice TCD at an hourly rate.
 4. Contractor will be responsible for acquiring and maintaining an electronic device that is capable of operating AgTerra's MapItFast software
 5. All reports shall be completed and submitted, electronically, to TCD within three weeks of receipt of a request for service from TCD
 6. Contractor shall produce a monthly invoice, during months when Overviews were completed, including dates worked and which sites received an Overview. These shall be submitted to TCD on the closest working weekday to the 15th day of the month subsequent to the month where work was completed.

Teton Conservation District shall be responsible for marketing the program to the public, for serving as the initial point of contact for landowners interested in the Wildfire Risk Reduction Program, and for delegating requests for service to the contractor. Contractor generated Overviews will be reviewed and approved by TCD prior to providing the Overview to the landowner. TCD shall be responsible for the cost of the AgTerra software license being utilized by the Contractor, during the contract period.

II. Required Qualifications

A. A bidder, in submitting a proposal, thereby represents that he or she is fully qualified, properly licensed, insured, staffed, and equipped to properly perform the work in accordance with all applicable laws and local ordinances having jurisdiction. Each proposal must contain evidence of the Bidder's qualifications, licensures, liability insurance, etc. to conduct the work and complete the project prior to award of contract.

The bidder shall have completed the NFPA 'Assessing Wildfire Hazards in the Home Ignition Zone' seminar, the NFPA's 'Assessing Structure Ignition Potential from Wildfire' seminar, or an equivalent training.

III. Estimated Cost of Services

A. Contractor shall provide a bid for services based on a cost per Overview, to complete tasks (Deliverable Products) with the conditions listed above.

IV. Insurance Requirements

- A. Contractor shall provide at its own expense the following insurance for business entity and its employees in connection with the work required under this contract.
1. Worker's Compensation: Statutory.
 2. General Public and Auto Liability: \$1,000,000 each occurrence and aggregate.
- B. Contractor shall indemnify and hold harmless the District against all forms of liability, claims, damages, demands or cost including attorney fees, of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of work under this contract.

V. Proposal Content

- A. Qualifications of the consultant
- B. Fee for services with breakdown by tasks, budget time, mileage, and cost per tasks
- C. Timetable for work
- D. Insurance coverage (General public and auto liability)
- E. Specific contract and performance conditions, including payment terms, and hourly rates for additional services
- F. Any exceptions to the requirements of this Request for Proposals

VI. Special Provisions

A. Proposal Delivery

Proposals must be received at the Teton Conservation District office by:

5:00 PM, Monday, August 13, 2018

Mail or deliver the proposal to:

Teton Conservation District c/o Robb Sgroi
 P.O. Box 1070, Jackson, WY 83001
 420 W. Pearl Avenue, Jackson, WY 83001
 or email to robb@tetonconservation.org

B. Schedule

Request for Proposals issued August 03, 2018
 Proposals due August 13, 2018, 5:00 PM
 Notification/award August 24, 2018
 Project completion July 07, 2019

Please direct any questions regarding this Request for Proposal to Robb Sgroi, Land

Resources Specialist, at Teton Conservation District, 307.733.2110 or
robb@tetonconservation.org

APPENDIX A

Blank Template of a Wildfire Risk Overview, produced with AgTerra MapItFast software



Wildfire Risk Reduction Program

Wildfire Risk Overview

Landowner Name: _____

Date: _____

Landowner Address: _____

Certified Wildfire Mitigation Specialist: Robb Sgroi



© Florence McCall Photography

| STRUCTURAL ASSESSMENT | | |
|--|---------|-----------------|
| Overview of Surroundings | | |
| Criteria | Results | Recommendations |
| How is the structure positioned relative to fire behavior? | | • |
| Type of Construction: | | • |

| Chimney to Eaves | | |
|--|---------|-----------------|
| Criteria | Results | Recommendations |
| Roof Type: | | • |
| Roof Condition: | | • |
| Is leaf/needle litter on roof? | | • |
| Are gutters present? | | • None |
| Gutter material type and combustibility: | | • |

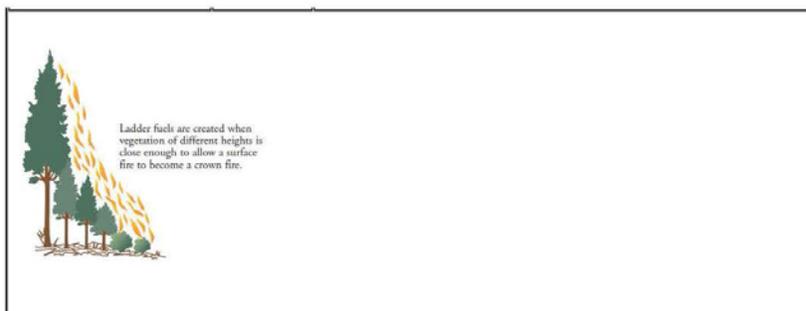
| | | |
|-----------------------------------|--|---|
| Is leaf/needle litter in gutters? | | • |
|-----------------------------------|--|---|

| Top of the Exterior Wall to the Foundation | | |
|--|---------|-----------------|
| Criteria | Results | Recommendations |
| Are Attic Vents Present? | | • None |
| Do attic vents meet National Fire Protection Association (NFPA) standards? | | • |
| Are soffit vents present? | | • None |
| Do soffit vents meet NFPA standards? | | • |
| Are crawl space vents present? | | • None |
| Do crawl space vents meet NFPA standards? | | • |
| Are roof eaves boxed in? | | • |
| Are windows single-pane or multi-pane? | | • |
| Are windows tempered? | | • |
| Are screens present? | | • None |
| Screen material type and combustibility: | | • |
| Walls and attachments material type and combustibility: | | • |
| Will walls and attachments collect litter? | | • |
| Deck material type and combustibility: | | • |
| Are fences present? | | • None |
| Fence material and combustibility: | | • |

| | | |
|---|--|---|
| Is combustible material next to or under the structure? | | • |
| Foundation condition: | | • |

| Foundation to the Immediate Landscaped Area | | |
|---|---------|-----------------|
| Criteria | Results | Recommendations |
| Are propane tanks present? | | • |
| Are vehicles, RVs, lawnmowers, etc. used and parked in this area? | | • |

| VEGETATION ASSESSMENT | | |
|--|--|-----------------|
| Delineate the Home Ignition Zone (100-300 feet outward from main walls) | The zone is a radius between 100 and 300 feet, and increases when heavy fuels and steep slopes exist. This is where vegetation management is recommended. | |
| 0-30 feet from main walls - IMMEDIATE ZONE | | |
| Criteria | Results | Recommendations |
| Are high flammability plants present? | | • |
| Is landscaped vegetation present within 30 feet of structures? | | • |
| Are branches and limbs within 10 feet of wall and roof surfaces? | | • |
| Is tree crown spacing less than 18 feet? | | • |
| Is dead and down vegetation present? | | • |
| Are standing dead (snag) trees present? | | • |
| Are ladder fuels present under trees? | | • |



| 30-60 feet from main walls- INTERMEDIATE ZONE | | |
|---|---------|-----------------|
| Criteria | Results | Recommendations |
| Is tree crown spacing less than 12 feet? | | • |
| Are groups of lodgepole pine present? | | • |
| Is dead and down vegetation present? | | • |
| Are standing dead (snag) trees present? | | • |
| Are ladder fuels present under trees? | | • |

| 60- from main walls- EXTENDED ZONE | | |
|---|---------|-----------------|
| Criteria | Results | Recommendations |
| Is tree crown spacing less than 6 feet? | | • |
| Are groups of lodgepole pine present? | | • |
| Is dead and down vegetation present? | | • |
| Are standing dead (snag) trees present? | | • |
| Are ladder fuels | | • |

| | | |
|----------------------|--|--|
| present under trees? | | |
|----------------------|--|--|

| Road and Driveway Corridors | | |
|---|---------|-----------------|
| Criteria | Results | Recommendations |
| Is vegetation encroaching into the driveway or road corridor? | | • |
| General recommendations for Risk Reduction: | • | |

**TETON CONSERVATION DISTRICT/OWNER
AGREEMENT REGARDING
SMALL WATER PROJECT PROGRAM**

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 (Michael Scheller, 240 Meriwether Circle, Alta, WY 83414) (the “Owner”). The purpose of this Agreement is to set forth the District’s and the Owner’s respective obligations and responsibilities for a water development project partially funded by the Wyoming Water Development Commission (the “Commission”), wherein the District is acting as a Sponsor. The District and the Owner 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 Owner has applied to the District for funding for a Small Water Project Program project (the “Project”) on the Owner’s Land located at (Township 44N, Range 118W, Sections 19, 20, 21, 29, 30), Teton County, Wyoming; and

WHEREAS the title of the Project is **Central Pipeline Irrigation Improvement Project**; the details of which are attached as Exhibit B, and

WHEREAS the Commission has approved a grant to the Sponsor for the Project; and

WHEREAS this Agreement is entered into to ensure mutual understanding of and agreement regarding the Parties’ respective responsibilities, duties, and obligations regarding the Project.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement and Required Approvals. This Agreement becomes effective upon execution by all Parties, following receipt of all required approvals by both the District and the Commission. The term of this Agreement is from (June 18, 2019) through (October 01, 2020) (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. 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 Owner a maximum of \$35,000, or 50% of the total actual Project budget, whichever is less. In addition to the funds received from the Commission, the District agrees to reimburse Owner with District funding of \$5,000.00, or 10% of actual costs, whichever is less. Payment of funds from the District to the Owner 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. Nothing in this Agreement obligates the District to make payments to the Owner if the District does not receive allocated funds from the Commission. No payment shall be made for work performed or materials purchased before the date upon which the last required signature is affixed to this Agreement, unless approval for such expenditures was issued in advance.

Prior to final payment by the District, Owner shall provide the District with the following items:

- a. A final inspection and certification of completion by Owner and/or Owner's Professional Engineer or Professional Geologist.
- b. Before, during, and after photographs of the Project.
- c. A copy of an operation and maintenance plan for the Project, which shall be developed in accordance with accepted engineering practices.
- d. Signed contractor invoices.
- e. Any applicable finalized State Engineer's Office paperwork
- f. As built drawings.

3. Responsibilities of Owner. Owner agrees to:

- a. 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.
- b. 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.
- c. Owner shall not initiate implementation of or commence construction on the Project prior to receipt of the written approval of the District.
 - d. Owner shall allow the District and the District's representatives, as well as the Commission and the Commission's representatives, access onto Owner's land or Project site to inspect the Project site and to collect necessary resource data, defined by Wyo. Stat. §6-3-414.
 - e. Owner shall complete the Project no later than October 01, 2020 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 Owner shall be solely responsible for payment of any expenses incurred or claims received after the end-date.
 - f. Upon completion of the Project, the Owner shall insure the continued operation and maintenance of the Project. Owner shall be responsible for all costs, including labor, for all operation, maintenance and repairs.
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 Owner per the terms of this Agreement and the Commission Agreement; and
 - c. Review materials, permits, documents, and other materials submitted to it by the Owner in a timely manner.
5. Refund of Funds. The Owner specifically agrees that in the event the Owner fails to complete the Project under the terms of this Agreement, the Owner will refund all monies received for the Project. 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. 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. In the event of any dispute between the District and the Commission, the Owner shall provide all information requested by the District as it may pertain to the dispute.
 - 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 Owner 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. Owner shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Owner's failure to comply with state, local or federal requirements. The District shall

notify the Owner 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 Owner, which are 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 Owner 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. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i. 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 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.

- j. 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.
- k. Indemnification. Owner 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 Owner's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of the Owner's duties or obligations, including but not limited to, any claims, lawsuits, losses or liability arising out of the Owner's malpractice.
- l. Independent Contractor. Owner 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 Owner or his 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.
- m. 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

Owner

Michael Scheller
240 Meriwether Circle
Alta, WY 83414
michaeljbsa@yahoo.com

- n. 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.
- o. Governmental Immunity. The District does not waive its governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available as set forth under WYO. STAT. §1-39-104(a) *et. seq.*
- p. Termination of Agreement. This Agreement may be terminated immediately for cause if the Owner fails to perform in accordance with the terms and conditions of this Agreement. Should Owner 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 Owner 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.
- q. 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.
- 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

Bailey Schreiber, Chair, Board of Supervisors,
Teton Conservation District

Date

OWNER

Michael Scheller

Date

Request for Proposals (RFP): Hoback Drinking Water Stakeholder Group Facilitation



Teton Conservation District Contact Information
Carlin Girard, Water Resources Specialist
carlin@tetonconservation.org
420 W. Pearl Ave., PO Box 1070, Jackson WY, 83001
Office: 307-733-2110, Cell: 307-774-5264, Fax: 307-733-8179

Deleted: :

Request for Proposals (RFP): Hoback Drinking Water Stakeholder Group Facilitation

Teton Conservation District, in northwest Wyoming

Posted: June 19th, 2019

Bid Due: Submit proposals via email to carlin@tetonconservation.org, no later than **5pm on June 19th, 2019**.

Additional Information: www.tetonconservation.org

Solicitor Information:

Teton Conservation District (TCD) is tasked with conserving water and natural resources within its district boundaries, which encompass Teton County, Wyoming and Wyoming's portion of Yellowstone National Park. TCD accomplishes its goals through partnerships with local government, citizens, and non-governmental organizations. TCD reserves the right to amend this RFP and postpone submission deadlines. The project described below is being completed in partnership with Teton County, WY, with TCD as the point of contact and project lead.

Project Purpose:

Public and private drinking water sources in Hoback Junction have exceeded drinking water standards established for nitrate. The community of Hoback Junction, with support from Teton County, WY, TCD, and other technical experts are working towards **identification of action steps to provide safe drinking water to interested private and public water supplies**. This project is being conducted upon a foundation of pre-existing work, which provides important context as actions move forward.

This RFP solicits proposals from facilitators to assist in the process described above, and specifically to: [A] work with a steering committee to establish an overarching Stakeholder Group meeting framework; [B] convene a Stakeholder Group of government entities, technical experts, and interested community members; [C] convene public meetings; and, [D] assist in the development of a list of final recommendations from the Stakeholder Group.

Scope of Work:

We are seeking facilitation assistance to generate a meeting framework, convene a Stakeholder Group, and develop a final list of recommendations. Below, details will be provided on each of these tasks.

Task [A] – Meeting Framework

For portion [A] of the project, the facilitator will work with a steering committee to develop an overarching framework for the Hoback Drinking Water Stakeholder Group. The steering committee consists of two representatives from each of the following three groups:

1. Teton Conservation District
2. Teton County Health Department

3. Teton County Public Works

While this proposed meeting framework can be adjusted, the current conceptual format would consist of:

1. Four to six stakeholder meetings to be held in Jackson or Hoback Junction over the course of a year.
2. Each stakeholder meeting will require at least one steering committee meeting for preparation, to be held in Jackson.
3. In conjunction with two of the stakeholder meetings, a public meeting will be held in Hoback Junction.

Under this task, the facilitator will also work with the steering committee and provide options and guidance for Stakeholder Group:

1. Rules of engagement,
2. Decision making processes, and
3. List of invited stakeholders.

Task [B] – Stakeholder Group Facilitation

For portion [B] of the project, the facilitator will assist in the preparation and facilitation of stakeholder meetings. For this task, primary duties include:

1. Providing assistance generating agendas for stakeholder meetings,
2. Sending out stakeholder meeting invitations and coordinating meeting times with stakeholders,
3. Facilitating stakeholder meetings,
4. Taking and distributing meeting minutes and keeping a list of attendees, and
5. Assigning tasks generated during stakeholder meetings.

Task [C] – Public Meetings

For portion [C] of the project, the facilitator will assist in the preparation and then facilitate public meetings. For this task, primary duties include:

1. Providing assistance generating agendas for public meetings,
2. Providing information to stakeholders regarding public meetings,
3. Facilitating public meetings, and
4. Taking and distributing meeting minutes, and keeping a list of attendees.

Task [D] – Final Recommendations

For portion [D] of this project, the facilitator will use Stakeholder Group input and steering committee guidance to assist in the formation of a set of recommended action steps to provide safe drinking water to interested parties in Hoback Junction. For this task, the role of the facilitator will not be to draft the recommendations, but to assure that the drafted recommendations represent stakeholders according to the system agreed upon at the process onset.

Proposed Timeline: The following conceptual timeline is open to adjustments.

July 10th, 2019: Complete contract negotiation

July 18th, 2019: Steering committee meeting

July 22nd, 2019: First Stakeholder Group meeting

August 15th, 2019: Steering committee meeting

September 17th, 2019: Second Stakeholder Group meeting and public meeting

December 10th, 2019: Steering committee meeting

January 8th, 2020: Third Stakeholder Group meeting

February 10th, 2020: Steering committee meeting

February 20th, 2020: Steering committee meeting

March 4th, 2020: Fourth Stakeholder Group meeting

March 27th, 2020: Assist in the presentation of final recommendations to Teton County and Teton Conservation District boards.

Bid Information:

Interested contractors must submit a proposal that includes an itemized cost estimate based on Tasks A-D, listed above. TCD also asks that interested contractors consider Tasks A-D, and alternatives, improvements, and challenges, in the proposal. Based on proposals submitted, the scope and scale of this project may be adjusted to meet timeframe and budget considerations.

Project Deliverables:

A series of deliverables will be due throughout the course of the project, including the following:

- 1) Agenda development for Stakeholder Group meetings.
- 2) Meeting invitations and follow-up communications for Stakeholder Group meetings.
- 3) Meeting minute recording and sharing with stakeholders.
- 4) Assistance developing final recommendations following stakeholder efforts.

Proposal Requirements:

- 1) Project budget that breaks out Tasks A-D and includes costs of contracted services, including but not limited to;
 - a. hourly rate of staff time,
 - b. travel,
 - c. overhead, and
 - d. sub-contracting.
- 2) Timeframe for completion according to each Task.
- 3) Detailed account of the contractor's technical ability working with stakeholder groups.
- 4) Reference to ability to facilitate complex natural resource topics.
- 5) Two references (include name, project, phone number, and email address) from clients for wastewater, water quality sampling, or other relevant projects.

- 6) Statement that highlights any foreseeable problems completing this project with proposed solutions.

Fee and Payment:

Cost proposals shall be submitted per the Proposal Requirements as detailed in this RFP, shall identify the costs associated with each Task, and be in the form of a Time and Materials/Not to Exceed basis as agreed to by the contractor and TCD. Payment will be made following the completion of each Stakeholder Group meeting. The contractor will invoice TCD at these times.

Cost of Submittal Preparation:

Any costs incurred by contractors responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the contractors submitting the response. TCD shall not reimburse the contractors 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 contractors based solely upon the initial response to the RFP and the right to negotiate the cost and project scope with the selected contractors 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 contractors who submitted a response to the RFP.

Submittal Deadline:

A .pdf of the proposal must be received by email to TCD (carlin@tetonconservaton.org) by **June 19th, 2019**. Submittals shall be valid for a period of forty-five (45) days from receipt by TCD. Submittals received after the date and time specified above shall be considered late and be considered at the full discretion of TCD.

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 contractor only in conjunction with the services solicited in this RFP.