

AGENDA

Cherry County Board of Commissioners

Cherry County Courthouse – 365 N Main St, Valentine, NE
Commissioners Meeting Room

DATE: December 12, 2023

TIME: 10:00 a.m.

1. Opening of meeting by the Chairman
2. Roll call
3. Open Meetings Act Notice Announcement
4. Pledge of Allegiance
5. Discuss/Act – Approve Minutes
6. Discuss/Act – Approve Claims
7. New and Miscellaneous Business
 - a. 10:15 a.m. Board of Equalization
 1. Discuss/Act – Tax List Correction(s)
 - b. Discuss – New Office Space
 - c. Cherry County Roads Update
 - d. Cherry County Emergency Management Update
 - e. Discuss/Act – Adopt Amended Zoning Resolution #Z-92
 - f. Discuss/Act – 2022-2023 Audit Draft Approval
 - g. 1:00 p.m. Public Comment
 - h. 1:15 p.m. Discuss/Act – Justice Center Administrator Sharon Hessee re: Authorize Purchase of Transport Van
 - i. 1:30 p.m. Bid Opening – One (1) 2019 or Newer Excavator with 1,500 Hours or Less
 - j. Discuss/Act – Award Bid re: One (1) 2019 or Newer Excavator with 1,500 Hours or Less
 - k. 2:00 p.m. Public Hearing – CUP #004/23 Bow & Arrow Ranch LLC Conservation Easement
 - l. Discuss/Act – Adopt Zoning Resolution #Z-93 re: CUP #004/23 Bow & Arrow Ranch LLC Conservation Easement
 - m. 3:00 p.m. Discuss/Act – TK Angus, Co. Appeal
8. Adjournment

This is an Open Meeting of the Cherry County Board of Commissioners. Cherry County abides by the Nebraska Open Meetings Act in conducting business. Cherry County reserves the right to adjust the order of items on this agenda and to modify this agenda to include items of an emergency nature. The agenda shall be kept continually current and is available for public inspection at the Cherry County Clerk's Office during normal business hours.

APPLICATION FOR CONDITIONAL USE PERMIT
Cherry County, Nebraska

POSTED
8/21/23
JC

1. Under the provisions of Article 10 of the Cherry County, Nebraska Zoning Regulations, the undersigned hereby applies for approval of a Conditional Use to establish the following use:

Bow & Arrow Ranch wishes to establish a conservation easement to preserve the natural and agricultural values of the ranch.

2. Legal description of property to be affected by this application:

485.46 Acres more or less (see attached legal description)

3. Size and dimension of the area on which the proposed Conditional Use would be located if less than the total property owned by the applicant:

485.46 Acres more or less

4. Provide a site plan that describes the use proposed which includes ALL of the following information:

- A. The size and locations of all existing and proposed buildings and structures.
 - B. The location(s) of access to public roadways.
 - C. The types and locations of any easements affecting the property.
 - D. A description of the provisions made for adequate water supply, sewage disposal, public utilities and erosion control.
 - E. The extent and location of parking and loading areas.
 - F. The location of refuse disposal and collection facilities.
 - G. The locations of residential dwellings and other non-agricultural land uses within four miles of the property to be affected by the proposed Conditional Use.
 - H. An indication of surface water drainage onto, through and off of the affected property.
 - I. The type, size and location of all signs associated with such proposed use.
 - J. For industrial uses and confined or intensive animal feeding uses, a description of how the use or uses proposed will address the compatibility issues of traffic generation, noise, odor, dust, radiation or potential air, water or soil pollution or explosion hazards.
 - K. Any areas of the property subject to flooding or considered to be a wetland.
 - L. If located in the Niobrara River Corridor, the location of the Niobrara River.
5. For conditional use applications which propose the development of industrial uses, attach information which will address aspects of the use which may affect the County and/or neighboring property including: traffic generation, odor, dust, smoke, explosive hazards and any water contamination potentials.
Not Applicable
6. For proposed confined or intensive animal feeding uses or expansion thereof, attach appropriate information to address the requirements as specified in Section 501.05 of the Cherry County Zoning Regulations
Not Applicable
7. Signed cattle country easement to be filed in the Register of Deeds office. (\$10.00)
Previously Filed

I hereby certify that I have the legal authority to file this application, that I have completed and examined this application and know the same to be true and correct. I further certify that all provisions of law and other regulations governing the use proposed in this application will be complied with, whether or not specified in this application.

Bow & Arrow Ranch LLC
by Tom Davis
Printed Name of Applicant

Bow & Arrow Ranch LLC
[Signature]
Signature of Applicant

38979 State Spur 16 B Valentine, NE 69201
Mailing Address of Applicant

406-376-4850
Telephone Number

8-31-23
Date of Application

CUP # 004/23
CUP#

CONTINUATION SHEET FOR CONDITIONAL USE PERMIT

CHERRY COUNTY, NEBRASKA

4.
A. Not Applicable

B. Not Applicable

C. Proposed Conservation Easement Attached

D. Not Applicable

E. Not Applicable

F. Not Applicable

G. No proposed changes, or affect

H. No Change

I. Small signs marking the boundary will be attached to the fence, but will be no larger than 15 x 30 inches.

J. Not Applicable

K. Not Applicable

L. Not Applicable

ATTACH TO CONDITIONAL USE PERMIT #CUP - _____/_____

Exhibit A (Page 1 of 2)

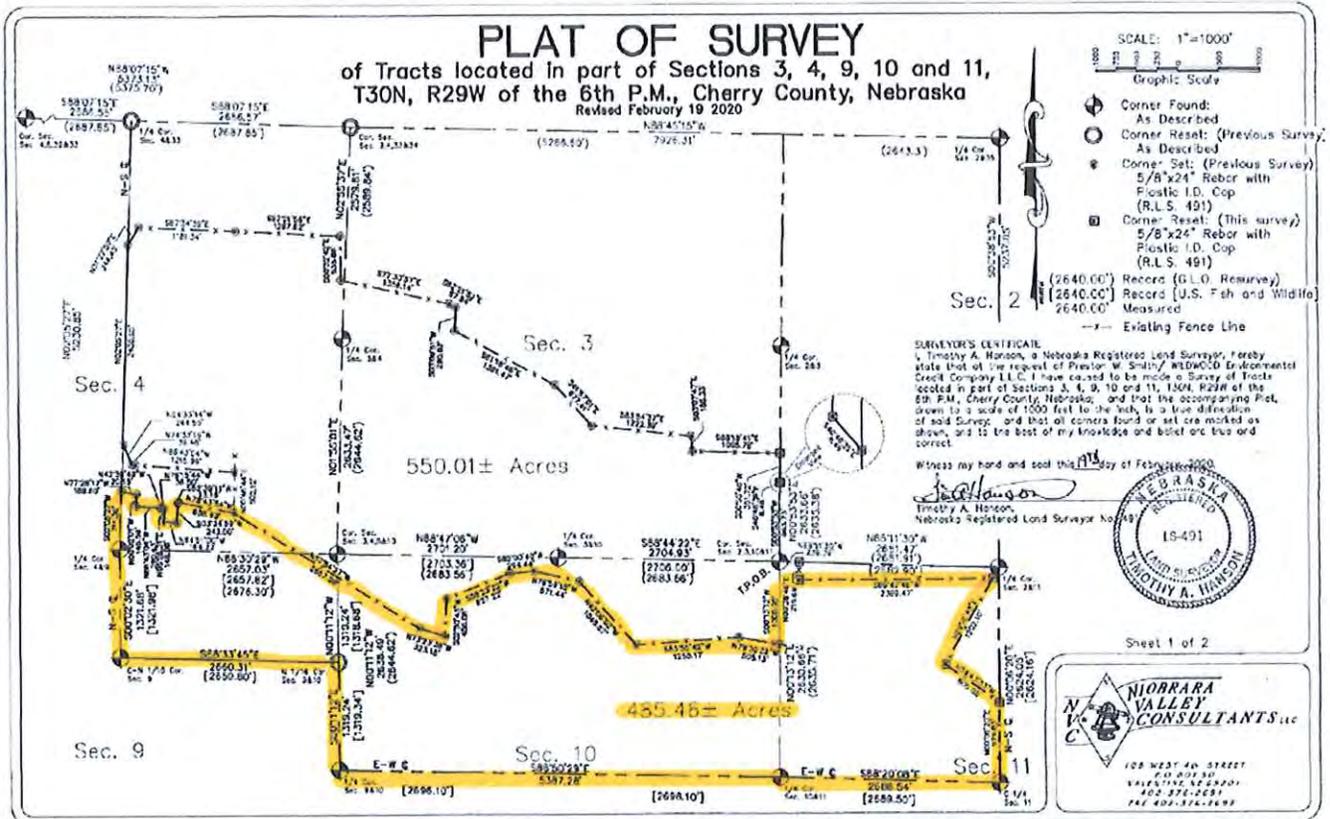
Legal Description, Survey and Map of the Protected Property

Legal Description

LEGAL DESCRIPTION

A tract of land located in part of Sections 4, 9, 10 and 11, Township 30 North, Range 29 West of the 6TH P.M., Cherry County, Nebraska, more particularly described as follows: Commencing at the Corner Common to Sections 2,3,10&11, Township 30 North Range 29 West; thence S00°13'12"W on the line common to said Sections 10 and 11 1008.95 feet to the intersect of a fence line; thence N79°30'32"W on said fence line 505.13 feet; thence S85°55'42"W on said fence line 1250.17 feet; thence N42°06'02"W on said fence line 1045.67 feet; thence N76°59'18"W on said fence line 571.44 feet; thence S85°00'40"W on said fence line 294.44 feet; thence S68°23'22"W on said fence line 827.22 feet; thence S02°50'43"W on said fence line 456.06 feet; thence N73°23'38"W on said fence line 323.18 feet; thence N57°54'27"W on said fence line 2667.98 feet; thence N78°43'54"W on said fence line 688.49 feet; thence S52°39'11"W on said fence line 13.16 feet; thence S03°34'59"W on said fence line 243.00 feet; thence N84°51'00"W on said fence line 164.22 feet; thence N05°26'31"E on said fence line 148.08 feet; thence N76°15'44"W on said fence line 36.50 feet; thence N42°39'49"W on said fence line 20.16 feet; thence N86°43'04"W on said fence line 290.43 feet; thence N00°02'01"W on said fence line 146.59 feet; thence N77°28'17"W on said fence line 189.60 feet to the intersect of the North-South Centerline of said Section 4; thence S02°05'27"W on said North-South Center said Section 4 711.36 feet to the Quarter Corner common to said Sections 4 and 9; thence S00°02'30"E on the North-South Centerline said Section 9 1321.68 feet to the North Sixteenth Corner said Section 9; thence S88°33'45"E on the Sixteenth line said Section 9 2660.31 feet to the North Sixteenth Corner said Sections 9 and 10; thence S00°11'12"E on the line common to Sections 9 and 10 1319.24 feet to the Quarter Corner Common to said Section 9 and 10; thence S88°50'29"E on the East-West Centerline said Section 10 5387.28 feet to the Quarter Corner Common to said Sections 10 and 11; thence S88°20'08"E on the East-West Centerline said Section 11 2686.54 feet; thence N00°06'20"E on the North-South Centerline Sections 11 979.83 feet to an existing fence line; thence N54°43'33"W on said fence line 806.08 feet; thence N29°16'43"E on said fence line 1202.10 feet; thence S89°47'46"W on said fence line 2369.47 feet; thence N00°28'46"E on said fence line 215.69 feet; to the intersect of the line common to Sections 2 and 11; thence N88°11'30"W on the line common to Sections 2 and 11 239.39 feet to the point of beginning. Said tract containing 485.46 Acres more or less.

Exhibit A (Page 2 of 2)
Legal Description, Survey and Map of the Protected Property



After recording return to: The Nebraska Land Trust
3201 Pioneers Blvd., Suite 107
Lincoln, NE 68502

BOW & ARROW CONSERVATION BANK

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (hereinafter "Easement") executed this ___ day of _____ by and between Bow & Arrow, LLC, a LLC organized under laws of Alabama whose address is 1820 E. University Drive, Auburn, AL 36830, (hereinafter "Grantor"), and The Nebraska Land Trust, Incorporated, a Nebraska nonprofit association, with its principal office located at 3201 Pioneers Blvd., Suite 107, Lincoln, Nebraska, 68502 (hereinafter "Grantee"). The Grantor and THE LAND TRUST may be referred to collectively herein as the Parties.

RECITALS:

WHEREAS, the Grantor owns in fee simple real property in Cherry County, Nebraska, consisting of approximately 485.46 acres of property as described in the attached *Exhibit "A"* (herein referred to as the "Protected Property"), all of which possesses agricultural, aesthetic and ecological value in its present condition; and

WHEREAS, the Protected Property is primarily open grassland, is agriculturally productive, and is a part of the agricultural landscape in Cherry County, providing rangeland for livestock; and

WHEREAS, the Protected Property includes natural habitat within the Cherry County Wetlands Biologically Unique Landscape, so designated through the Nebraska Natural Legacy Project, which identifies landscapes with native flora and fauna that are conservation priorities and would benefit from protection; and

WHEREAS, the Protected Property is adjacent to the Valentine National Wildlife Refuge and will expand that block of protected habitat without placing additional land under federal ownership; and

WHEREAS, the Protected Property provides key habitat for terrestrial wildlife, including the currently endangered American burying beetle (ABB); and

WHEREAS, all of the above constitute the Conservation Values of the Protected Property; and

WHEREAS, the Grantor desires to protect and conserve the Conservation Values and present status of the Protected Property by conveyance to THE LAND TRUST of this Easement for the purpose of conserving the present status and Conservation Values of the Protected Property and to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in the present condition for both this and all future generations except as explicitly provided for herein; and

WHEREAS, the Parties hereto recognize the agricultural, aesthetic and ecological value of the Protected Property and the Parties hereto have the common purpose of conserving the aforesaid Conservation Values of the Protected Property (hereinafter "Conservation Purposes"); and

WHEREAS, THE LAND TRUST wishes to accept this Easement as provided in the Conservation and Preservation Easement Act (as hereinafter defined); and

WHEREAS, the present status of the agricultural, aesthetic, natural, historical and ecological condition of the Protected Property at the date this Easement becomes effective, is evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report dated _____, which is incorporated herein by reference; and

WHEREAS, the Conservation Purposes of this Easement are recognized by, and the grant of this Easement will serve, at least and without limitation, the following clearly delineated governmental conservation statutes, policies, and programs:

- The Western Governors' Association Policy Resolution 05-19 supporting "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife, and other values;" and
- The policy of the State of Nebraska to conserve fish and wildlife resources for future generations, which the Nebraska Legislature has memorialized through various conservation-related statutes; and
- The Nebraska Natural Legacy Plan developed by the Nebraska Game and Parks Commission and others, to identify Biologically Unique Landscapes where conservation should focus; and

- Mitigation for wildlife impacts resulting from disturbance to American burying beetle habitat, as agreed to by the United States Fish and Wildlife Service; and

WHEREAS, THE LAND TRUST has, among its corporate purposes, the preservation of land providing open space, agricultural productivity, wildlife habitat, historic sites, and scenic qualities to ensure its continuing availability for these uses; and

WHEREAS, THE LAND TRUST is a publicly supported tax exempt not-for-profit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). THE LAND TRUST is therefore qualified under Section 170(h) of the Code and possesses the authority to acquire a Conservation and Preservation Easement under the provisions of Neb. Rev. Stat. §76-2,111 et seq. (Reissue 2009), as hereafter amended or modified, called the "Conservation and Preservation Easement Act" (the "Act"); and

WHEREAS, the Grantor is the sole owner of the fee simple interest in the Protected Property; and

NOW, THEREFORE, for the mutual intentions expressed in the foregoing recitals, and in consideration of their mutual promises, covenants, terms, conditions, and restrictions herein, the Grantor voluntarily grants and conveys to the Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the Act and of the nature and character described in this Easement, exclusively for the purpose of conserving and forever maintaining the Conservation Purposes of the Protected Property. Furthermore, Grantor and Grantee hereto agree as follows:

ARTICLE I Grant of Easement

Grantor, for itself and its beneficiaries, successors and assigns (collectively, "Grantor"), hereby irrevocably grants, transfers and conveys to Grantee, its successors and assigns, this Easement encumbering the Protected Property in perpetuity as authorized by and subject to all provisions of the Code and the Act.

Notwithstanding that the Protected Property consists of multiple parcels for real property tax purposes, the Protected Property shall be treated as a single parcel for purposes of this Easement, and the restrictions, covenants and reserved rights of this Easement will apply to the Protected Property as a whole.

ARTICLE II Covenants relating to the Protected Property

All activities that are inconsistent with the Conservation Purposes of this Easement are prohibited. Additionally, Grantor covenants and binds the Protected Property in perpetuity, such covenants to run with the Protected Property, as follows:

- A. Division or Subdivision of the Property:** Notwithstanding that the Protected Property may have been divided or subdivided prior to execution of this Easement, the Protected Property subject to this Easement may only be conveyed as a single tract. The Grantor does not have the right to divide, subdivide, or take any action that creates an actual or de facto division or subdivision of the Protected Property.
- B. Industrial and Commercial Uses:** There shall be no development of the Protected Property for industrial, commercial or residential purposes, including but not limited to: buildings, billboards, telecommunications towers, motocross tracks, golf courses, commercial wind turbines, power lines, mobile homes, mining, and water development for sale or transport off-site.
- C. New Structures:** Grantor shall not build any new structure or roadway on the Protected Property, other than the following exceptions: i) constructing or renovating ponds to protect and improve these areas for agriculture, waterfowl and other wildlife, ii) maintaining or replacing existing structures and roadways, iii) agricultural or hunting structures without permanent foundations.
- D. Surface and Subsurface Mineral Exploration and Extraction:** Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited except as otherwise provided in this Paragraph D. If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph D. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage and does not harm the Conservation Purpose of this Easement.

Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph D, if approved by Grantee. Grantee and Grantor must demonstrate that such subsurface mineral development:

- a) Is not accomplished by any surface mining method;

- b) Is accomplished by a method of extraction, production, and transport that has no more than a limited and localized impact that does not harm the agricultural use or Conservation Values of the Protected Property;
- c) Does not materially alter or affect the existing topography, as determined by Grantee;
- d) Uses practices and technologies that minimize the duration and intensity of impacts to the Conservation Purposes of this Easement; and
- e) Shall comply with a subsurface mineral development plan approved by Grantee prior to the initiation of mineral development activity that must include a plan for reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development.

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee, after cessation of subsurface mineral development activities.

- E. **Surface Alteration:** Grantor shall not disturb the Protected Property in any manner from its present state, including but not limited to: logging, clearing, draining, grading or permanent changes to the topography and removal of sand or gravel, except as specifically provided in Article III, Paragraphs E and J.
- F. **Dumping and Deposit of Solid Waste, Liquid Waste and Hazardous Materials:** No hazardous materials, trash, debris, liquid waste, and other non-compostable refuse may be dumped or otherwise disposed of on the Protected Property, except livestock manure produced on the Protected Property associated with normal agricultural activities and permitted by applicable state and federal laws. If the Grantor becomes aware of any accidental, illegal, or other placement or spilling of Hazardous Materials, as defined in Article IV, Paragraph E, on the Protected Property, the Grantor shall notify the Grantee on a timely basis and take required actions pursuant to Environmental Laws as defined in Article IV, Paragraph E. There shall be no storage of solid or liquid waste and/or Hazardous Materials generated off of the Protected Property, including in underground fuel storage tanks.
- G. **Timber Harvesting:** The Grantor shall not harvest timber on the Protected Property except as specifically allowed in Article III, Paragraph O.
- H. **Road Construction:** The Grantor shall not construct any new roads except as specifically provided for in Article III, Paragraph J.
- I. **Crop Cultivation:** Except grassland restoration and habitat improvements permitted in Article III, Paragraph Q, the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, crop seed

production, or planting of orchards, vineyards, berries, tree farms, or other perennial non-grassland agricultural product is prohibited.

- J. Existing Condition:** Grantor shall take only such action upon the Protected Property as may be necessary to maintain its existing condition or as is otherwise specifically permitted herein. Grantor shall not remove or destroy any native or reestablished grasses, plants, trees or vegetation except as determined desirable by Grantor to maintain the Protected Property in the condition existing as described in the Baseline Documentation Report dated April 6, 2020, and according to recommended practices in order to establish, maintain or promote native wildlife and plant life within the Protected Property or for permitted uses. Notwithstanding the forgoing, Grantor may maintain and improve the Protected Property for the purpose of enhancing native wildlife and native vegetation.
- K. Access:** There shall be no public access to the Protected Property without the consent of Grantor. "Public" shall not include Grantee or guests and invitees of Grantee. Grantor hereby gives consent to Grantee and their designated agents (a) to make an annual inspection of the Protected Property and (b) such other inspections as may be reasonably necessary to confirm the status of the Protected Property in the event Grantee has cause to believe there has been a violation of this Easement. In no event shall Grantee or their agents access the Protected Property without prior reasonable notice to Grantor. Grantee shall have no right to limit the access of Grantor or any guest, invitee, licensee or tenant of Grantor or any parties who shall lease the Protected Property as tenants pursuant to the terms of Article III, Paragraph M.
- L. Game Farming or Game Farm Animals:** The Grantor shall not construct, conduct, or operate a game farm, or raise or hold game farm animals or alternative livestock on the Protected Property. Game farm animals include penned, enclosed or privately-owned caribou, black bear, grizzly bear, mountain lion, white-tailed deer, mule deer, elk, moose, antelope, red deer, and any other cloven-hoofed ungulate which is indigenous to Nebraska and any non-indigenous or exotic cloven-hoofed ungulate which could interbreed with or spread disease to any cloven-hoofed ungulate indigenous to Nebraska. However, "traditional" domestic livestock, as commonly interpreted by the Cherry County Comprehensive Development Plan and compliant with Cherry County Zoning Regulations, including domestic cattle, American Bison (*Bison bison*), horses, pigs, sheep, goats, chickens, grouse, prairie chickens, ducks, geese, pheasants, and quail are not included in the definition of game farm animals.
- M. Wind and Solar Power Generation:** The construction of commercial wind and solar energy generation facilities are prohibited anywhere on the Protected Property.
- N. Noxious and Detrimental Species.** The Grantor shall not intentionally introduce into the Protected Property any plant species designated as noxious or detrimental to wildlife by local, state, or federal land or wildlife agencies.

- O. Construction:** The Grantor shall not construct any structures or facilities except as specifically provided for in Article III, Paragraph C.
- P. Off-Road Vehicles:** The Grantor shall not use vehicles off of existing roads and travel-ways except as specifically provided for in Article III, Paragraph P. No such use shall be in a manner that may result in apparent erosion or compaction of the soil, impact on the natural appearance of the Protected Property, damage or destruction to vegetation, or interference with use of the natural habitats by the wildlife species occurring on the Protected Property.
- Q. Commercial Feedlot:** The Grantor shall not establish or maintain any commercial feedlot. For the purposes of this Easement, a commercial feedlot shall be defined as a permanently constructed, confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this Paragraph shall prevent Grantor from seasonally confining their livestock into an area for feeding consistent with best management or historical practices.
- R. Utilities:** Other than those specifically permitted in Article III, Paragraph K, additional utility structures and systems are prohibited.
- S. Game Proof Fences:** Grantor shall not construct any big game proof fences, which are defined as any fence that cannot be crossed by elk, deer, or other big game wildlife, except as specifically provided for in Article III, Paragraph F.
- T. Water Rights:** There shall be no transfer, sale, lease, or other separation of water rights from the Protected Property

ARTICLE III Grantor's Reserved Rights

- A. Agriculture:** Consistent with local, county, and state regulations, standards and requirements, and the terms of this Easement, Grantor shall have the right to use the Protected Property for the production and marketing of "traditional" domestic livestock, except as prohibited under Article II, Paragraph L.
- B. Range Management and Livestock Production:** The Grantor may use the Protected Property for common or typical livestock production, including hay production, grazing, feeding, breeding, raising, and managing livestock. The term "livestock" includes American Bison (*Bison bison*) and other livestock that are considered "traditional" at the time of the execution of this Easement and within the local area surrounding the Protected Property. Traditional livestock shall include the animals described as "traditional" but shall not include those described as game farm animals in Article II, Paragraph L, of this Easement.

Sound range stewardship and livestock management are integral to the protection of ranching, wildlife habitat, and other Conservation Purposes protected by this Easement. As such, all activities affecting range health will be conducted in a manner that fosters and/or maintains the ecological function of the land, water processes, wildlife, and plant community succession. Livestock grazing shall conform with generally accepted standards for Cherry County, Nebraska.

- C. Agricultural Structures and Improvements:** All existing agricultural structures located within the Protected Property may be used for agricultural purposes and be repaired, reasonably enlarged and replaced without further permission of the Grantee. Loafing sheds, corrals, water lines, water tanks and other minor agricultural structures and improvements without permanent foundations may be constructed anywhere on the Protected Property, including concrete aprons around livestock water tanks to reduce erosion if necessary.
- D. Signage:** Small signage not to exceed 4 feet by 4 feet per sign, may be displayed to state the name of the owner of the Protected Property and that the property is protected by this Easement, to prohibit any unauthorized entry or use, or to advertise for the sale of the Protected Property or goods or services produced on the Protected Property.
- E. Removal of Sand and Gravel:** Sand, gravel or rock may be extracted without permission from Grantee so long as such extraction is solely for use on the Protected Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the purpose of this Easement and does not diminish or impair the Conservation Values, and has a limited and localized impact on the Protected Property.
- F. Fencing:** The Grantor may construct, maintain, replace and repair fences on the Protected Property for agricultural or conservation purposes without prior approval of the Grantee, including localized fences as needed to control drifting snow.

Big game proof fences may only be constructed to protect hay stacks and for the establishment or restoration of wildlife habitat and/or other conservation purposes approved in advance by the Grantee.
- G. Recreational Uses:** Unless otherwise restricted herein, any passive recreational and educational activities that do not impact the Conservation Values or Conservation Purposes, agricultural operation, and soils of the Protected Property are permitted, subject to Grantor's approval, including without limitation, the following:

 - 1. Hunting:** Hunting, trapping, and fishing, including the leasing of hunting rights, in a manner consistent with and in compliance with state and federal laws and regulations;

2. **Horseback Riding:** Horseback riding in a manner that does not create erosion or ruts;
 3. **Hiking:** Hiking and in a manner consistent with local, state, and federal laws;
 4. **Camping:** Dispersed, temporary camping, including "pop-up" trailers and "cab-over campers" is permitted anywhere on the Protected Property.
- H. Hunting Blinds:** Hunting blinds without permanent foundations may be constructed anywhere on the Protected Property.
- I. Agritourism:** Low impact, commercial agritourist activities that do not have an adverse impact on Conservation Values are permitted, including but not limited to site tours, birding, hiking, horseback rides, work experiences, field trips, and hay rides.
- J. Construction of Roads and Fire Breaks:** The construction and maintenance of roads and trails, with associated culverts, bridges and cattle guards, are permitted if needed for agricultural uses or fire access roads, and provided any such new roads follow the least damaging feasible route with regard to or within the Protected Property.

The plowing of fire breaks shall also be allowed if needed in the event of wildfire, to protect people and property in the locality. In the event that a fire break is plowed, Grantor must restore the plowed area to native grassland within a reasonable amount of time depending on the growing season, using a certified weed-free seed mix comprised of native grass and forbs appropriate for Cherry County, Nebraska.

- K. Installation of Utilities:** Grantor may install utilities for serving those uses permitted on the Protected Property by the terms of this Easement. To the extent practicable, such utilities shall follow the least damaging feasible route with regard to or within the Protected Property.
- L. Water Resources:** In accordance with applicable laws and regulations, the Grantor may maintain, enhance and develop any new or existing water resources which may include but are not limited to wells, windmills, buried water pipelines, irrigation, stock tanks and stock ponds on the Protected Property for permitted agricultural activities, domestic needs, fish and wildlife uses, and recreation.
- M. Agricultural Leasing:** All or any portion of the Protected Property may be leased for any agricultural use or activity permitted by the Easement.
- N. Agrichemicals and Biological Controls:** The Grantor may use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides, but only in accordance with all applicable laws and in those amounts and with that frequency of application

constituting the minimum necessary to accomplish reasonable agricultural objectives and/or to improve wildlife habitat. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the Conservation Purposes of the Protected Property and to avoid any impairment of the natural ecosystems and their processes. Any aerial or broadcast spraying of insecticides shall not be allowed unless a written plan is approved in advance by the Grantee, who may consult with the United States Fish and Wildlife Service and/or the Nebraska Game and Parks Commission to determine impacts on the American burying beetle.

- O. Forest Management and Timber Harvest:** Maintenance of wooded areas and tree cover is integral to and part of the Conservation Purposes, including wildlife habitat and scenic views. As such, all activities affecting wooded areas and tree cover shall be conducted in a manner that maintains healthy woodland conditions over time and sustains and perpetuates the mix of native, naturally occurring species in representative ages and group sizes. Before any trees (except those described in the paragraph below) may be harvested from the Protected Property, the Grantor shall prepare and provide to Grantee a Forest Management Plan prepared by the Nebraska Forest Service or a professional forester for its prior review and approval.

A Forest Management Plan will not be required for the following allowed activities: (i) cutting of trees for posts and poles; (ii) cutting and gathering of dead, dying and down trees for firewood and to abate disease and infestation; (iii) cutting or pruning of trees and brush, which constitute a hazard to persons, property, fence lines, trails or roads; (iv) to control invasive woody species, including but not limited to eastern red cedar, Russian olive, and Siberian elm, to preserve and restore rangeland and prairie habitat; and (v) cutting of trees for the construction of allowed roads, trails, utilities and structures on the Protected Property.

Grantor may place tree stumps, logs, and brush originating from the Protected Property in piles for burning, decay, or disposal.

- P. Use of Vehicles:** Motorized vehicles, including snow mobiles and ATVs, may be used over existing roads and trails, and off-road if needed for fire suppression, emergency access, to retrieve big game, research, monitoring and management for American burying beetles, and for agricultural uses, provided however that their use shall comply with the conditions in Article II, Paragraph P.
- Q. Habitat Improvement:** Subject to other provisions of this Easement, the Grantor reserves the right to undertake habitat improvement projects, including ponds, subject to a plan approved by the Grantee, which will enhance terrestrial and aquatic wildlife habitat. All such activities shall be undertaken in order to improve and protect the Conservation Values of the Protected Property. The Grantor may restore grassland to enhance livestock grazing and hay production,

so long as high quality certified weed-free seed is used that consists of native grass and forb species found in the local area.

Habitat improvement includes prescribed burning of rangeland in compliance with applicable laws and regulations, to improve grassland conditions and control invasive woody vegetation on the Protected Property, so long as this activity is conducted in a manner that does not impair the Conservation Purposes of the Protected Property.

- R. Erosion Control:** Subject to local, state and federal rules and regulations, Grantor may stabilize stream banks to control erosion and head-cutting. Grantor may also stabilize blowouts through grading or groundcover, to prevent further wind erosion so long as the endangered blowout penstemon is not present in the blowout. Earthwork around water tanks is also allowed to control erosion and maintain access for livestock.
- S. Owner Rights:** Except as expressly limited herein, Grantor reserves for itself, its invitees, licensees, tenants, and guests all rights of an owner of the Protected Property, including the right to use it for all purposes consistent with this Easement.

ARTICLE IV General Provisions

- A. Enforcement:** The Grantee may enforce this Easement in law or in equity against Grantor, its successors, assigns, licensees, tenants and permittees. If there is a violation of any of the provisions of this Easement, the Grantee shall have the right to notify the party in violation, who shall promptly cure the violation by:
1. Ceasing the violation; or
 2. Restoring the Protected Property to its condition before the violation; or
 3. Both, as the case may be.

If the violation continues, the Grantee shall have the right, but not the obligation, to pursue legal actions or proceedings at law or in equity to cause such violation to be cured. Grantor shall reimburse the Grantee for all expenses incurred, including legal fees whether in or out of court and all other related or incidental costs of proceedings, legal or otherwise, brought to cure an alleged violation of this Easement or to collect such reimbursement. Failure to enforce any restriction or covenant herein contained shall in no way be deemed a waiver of a right to do so thereafter as to the same violation or breach or as one occurring prior or subsequent thereto.

Notwithstanding anything herein to the contrary, Grantor agrees and acknowledges that it has no legal right or claim whatsoever arising against Grantee in the event that Grantee fails in the future to enforce any restriction in the Easement or elects to amend, release or extinguish its obligations as Grantee

by amending, releasing or extinguishing this Easement pursuant to Paragraph L below.

- B. Amendments/Assignment:** If the circumstances arise under which an amendment to or modification of this Easement would be appropriate, this Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Conservation Purposes of the Easement, shall comply with Nebraska law and applicable federal laws, and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the official records of Cherry County, Nebraska.

This Easement may be assigned by the Grantee at its election, to a qualified organization as defined in Section 170(h) of the Code with the prior written consent of Grantor, such consent not to be unreasonably withheld.

- C. Baseline Documentation Report:** The Grantor and Grantee agree that the present status of the agricultural, historic, scientific, historic, recreational, ecological, and natural condition of the Protected Property at the date this Easement and grant becomes effective, shall be evidenced by reports, photographs, maps and scientific documentation possessed at the present time. Said evidences of the condition of the Protected Property are referred to collectively as the Baseline Documentation Report April 6, 2020, which has been signed and acknowledged by the Grantor and representatives of Grantee and is incorporated herein by reference.
- D. Title Warranty:** Grantor warrants that they have good title to the Protected Property; that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances.
- E. Environmental Warranty:** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that they have no actual knowledge of a release or threatened release of Hazardous Materials on the Protected Property, as such substances and wastes are defined herein and by applicable federal and state law and regulations.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected

Property; provided, however, that Grantee shall be responsible for any Hazardous Materials released after this date on the Protected Property by Grantee.

“Environmental Law” or “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- F. Release:** Grantee may release this Easement through appropriate legal process upon determining the Easement does not and will not, at any time in the future, substantially achieve the conservation and preservation purposes, in accordance with Sec. 76-2,113 of the Act, or as authorized by any other provision of law in effect at the time such release is requested.

If circumstances arise in the future which render the purposes of this Easement impossible to accomplish, this Easement may only be released or extinguished, whether in whole or in part, upon request of the Grantor and the Grantee, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of costs from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such release or extinguishment, shall be determined pursuant to Paragraph L, below.

- G. Responsibilities of Grantor and Grantee Not Affected:** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Protected Property. Grantor understands and agrees that nothing in this Easement relieves it of any obligation or restriction on the use of the Protected Property imposed by law. Among other Grantor obligations, this shall apply to:

1. Taxes: Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Protected Property, Grantor shall reimburse Grantee for the same.

2. Upkeep and Maintenance: Grantor shall continue to be solely responsible for the upkeep and maintenance of the Protected Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property.

3. Liability and Indemnification: Grantor shall indemnify and hold harmless Grantee, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

4. Recording/Fees: Promptly following its execution by the parties, Grantee shall record the Easement with the Cherry County Registrar of Deeds and pay any fees associated with such recording. Notwithstanding the foregoing, the Grantee is also authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. For such purpose, the Grantor appoints the Grantee as Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

- H. Monitoring:** It is the obligation of both Grantor and Grantee, to annually monitor the Protected Property so as to keep all agricultural lands, grasslands, woodlands, creeks, and other natural conditions in the state and condition as they exist at the date hereof, and in accordance with the Baseline Documentation Report, subject to the terms and conditions specifically permitted herein.
- I. Perpetuity of Easement:** The covenants, terms, conditions, restrictions, and purposes imposed with this grant shall bind the Parties, their agents, personal representatives, heirs, assigns, and all other successors to them in interest and shall run with the land and continue in perpetuity as servitude upon the Protected Property.
- J. Partial Invalidity:** Invalidation of any provision of this Easement, by court judgment, order, statute or otherwise, shall not affect any other provision which shall remain in force and effect.
- K. Notice of Condemnation:** In the event all or any part of the Protected Property is ever proposed for condemnation by the State or local government, the Grantor must notify the Grantee immediately.

- L. Extinguishment, Termination and Condemnation:** If this Easement is released, extinguished or condemned, in whole or in part, or part of the Protected Property is sold for road right-of-way pursuant to a threat of condemnation by a government agency, then the Grantor and Grantee agree to divide the gross sale proceeds or condemnation award in proportion to the fair market value of their respective interests in the Protected Property as determined by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal must be completed by a certified general appraiser and be approved by the Grantee. The Grantee agrees to use its share in a manner consistent with the conservation purposes of this Easement, or as required by applicable law.
- M. Property Transfer:** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee pursuant to Paragraph V below, of the transfer of any interest at least thirty (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- N. Subordination:** Any mortgage, easement, lien or other cloud on the Protected Property's title shall be subordinated to the terms of this Easement.
- O. Governing Law:** This Easement shall be construed to promote the purposes of the Act, which authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the Conservation Purposes of this Easement, including such purposes as are defined in Sections 170 (h)(4)(A) of the Internal Revenue Code.
- P. Acts of Nature:** Unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Protected Property after any fire or other Act of Nature, except as specified under Article III, Paragraph J.
- Q. Entire Agreement:** This document sets forth the entire agreement of the Grantor and the Grantee with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. If any provision is found to be invalid, the remainder of the provisions of this Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- R. "Grantor" and "Grantee":** The term "Grantor," as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its heirs, personal representatives, transferees, executors, successors and assigns. The term "Grantee," as used in this Easement, and any pronouns used in place thereof shall mean The Nebraska Land Trust, Incorporated, and its successors and assigns.

- S. Titles:** Section and Paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- T. Costs, Liabilities, Insurance, and Liens:** Grantor assumes all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage that includes any commercial hunting operation, commercial horseback rides, or other fee-based recreational, educational, or residential business. Grantee's name shall be listed among the insured parties on the policy. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.
- U. Notices and Correspondence:** Notices and correspondence under this Agreement may be delivered by facsimile or email, but must be followed up by personal delivery or certified U.S. mail sent to the following addresses or other such addresses as each party may from time to time designate by written notice to the other:

Nebraska Land Trust
3201 Pioneers Blvd., Suite 107
Lincoln, NE 68502
(402) 438-5263

Bow & Arrow, LLC
Anne M. May
Machen McChesney
1820 E. University Drive
Auburn, AL 36830
Phone: 334-887-7022
Fax: 334-887-7221

WILDWOOD Environmental Credit Company, LLC
Attn: Preston Smith, Managing Member
12559 CR 192
Tyler, TX 75703
903-780-2102
Or
P.O. Box 6602
Tyler, TX 75711

- V. Effective Date:** This Easement shall be effective when signed by the Parties and recorded in Cherry County.

**APPROVAL OF BOARD OF COMMISSIONERS OF
CHERRY COUNTY, NEBRASKA**

By Resolution duly adopted on the ____ day of _____, 2021, the Board of Commissioners of Cherry County, Nebraska, have found that in accordance with Neb. Rev. Stat. § 76-2112, this Conservation Easement, as to that portion of the property within the easement lying within its jurisdiction, is not "inconsistent with (a) a comprehensive plan for the area which had been officially adopted and was in force at the time of the conveyance, (b) any national, state, regional, or local program furthering conservation or preservation, or (c) any known proposal by a governmental body for use of the land."

Chair, Board of Commissioners of
Cherry County, Nebraska

Exhibit A (Page 1 of 2)

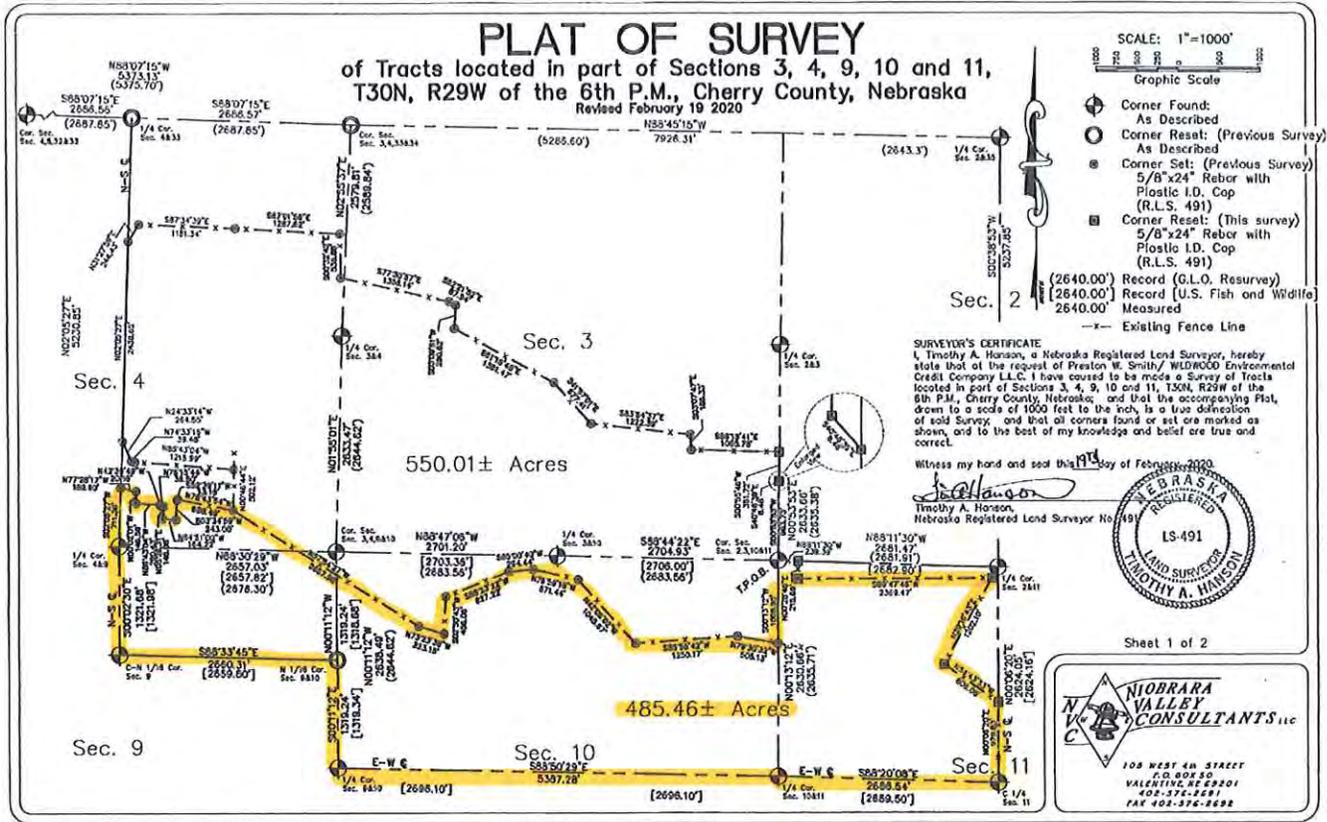
Legal Description, Survey and Map of the Protected Property

Legal Description

LEGAL DESCRIPTION

A tract of land located in part of Sections 4, 9, 10 and 11, Township 30 North, Range 29 West of the 6TH P.M., Cherry County, Nebraska, more particularly described as follows: Commencing at the Corner Common to Sections 2,3,10&11, Township 30 North Range 29 West; thence S00°13'12"W on the line common to said Sections 10 and 11 1008.95 feet to the intersect of a fence line; thence N79°30'32"W on said fence line 505.13 feet; thence S85°55'42"W on said fence line 1250.17 feet; thence N42°06'02"W on said fence line 1045.67 feet; thence N76°59'18"W on said fence line 571.44 feet; thence S85°00'40"W on said fence line 294.44 feet; thence S68°23'22"W on said fence line 827.22 feet; thence S02°50'43"W on said fence line 456.06 feet; thence N73°23'38"W on said fence line 323.18 feet; thence N57°54'27"W on said fence line 2667.98 feet; thence N78°43'54"W on said fence line 688.49 feet; thence S52°39'11"W on said fence line 13.16 feet; thence S03°34'59"W on said fence line 243.00 feet; thence N84°51'00"W on said fence line 164.22 feet; thence N05°26'31"E on said fence line 148.08 feet; thence N76°15'44"W on said fence line 36.50 feet; thence N42°39'49"W on said fence line 20.16 feet; thence N86°43'04"W on said fence line 290.43 feet; thence N00°02'01"W on said fence line 146.59 feet; thence N77°28'17"W on said fence line 189.60 feet to the intersect of the North-South Centerline of said Section 4; thence S02°05'27"W on said North-South Center said Section 4 711.36 feet to the Quarter Corner common to said Sections 4 and 9; thence S00°02'30"E on the North-South Centerline said Section 9 1321.68 feet to the North Sixteenth Corner said Section 9; thence S88°33'45"E on the Sixteenth line said Section 9 2660.31 feet to the North Sixteenth Corner said Sections 9 and 10; thence S00°11'12"E on the line common to Sections 9 and 10 1319.24 feet to the Quarter Corner Common to said Section 9 and 10; thence S88°50'29"E on the East-West Centerline said Section 10 5387.28 feet to the Quarter Corner Common to said Sections 10 and 11; thence S88°20'08"E on the East-West Centerline said Section 11 2686.54 feet; thence N00°06'20"E on the North-South Centerline Sections 11 979.83 feet to an existing fence line; thence N54°43'33"W on said fence line 806.08 feet; thence N29°16'43"E on said fence line 1202.10 feet; thence S89°47'46"W on said fence line 2369.47 feet; thence N00°28'46"E on said fence line 215.69 feet; to the intersect of the line common to Sections 2 and 11; thence N88°11'30"W on the line common to Sections 2 and 11 239.39 feet to the point of beginning. Said tract containing 485.46 Acres more or less.

Exhibit A (Page 2 of 2)
Legal Description, Survey and Map of the Protected Property



PUBLIC NOTICES

Valentine Community Schools Board of Education August meeting minutes

Valentine Community Schools Board of Education held a Regular Board meeting August 9, 2023 at 6:00 p.m. CST at Valentine High School, 431 N. Green Street, Valentine, NE.

1. Roll Call
Meeting called to order at 6:00 p.m. by President Kris Larsen, noting that the meeting was properly advertised according to policy, with a notice of time and place posted in three prominent places at least 48 hours before the beginning of the meeting.

Present: Clinton Assarsson, Jessica Coyle, Greg Gass, Jo Hand, Shane Kime, Kris Larsen.

There were also nine guests present.

2. Pledge of Allegiance
3. Notice of Open Meetings Law
4. Review of Agenda
5. Publication of Notice
The meeting was advertised in Midland Newspaper the weeks of 7/24/2023 and 7/31/2023. The meeting was posted at VHS, VMS and VES on 8/4/2023.

4.2. Notes Regarding Agenda
4.3. Approval of Agenda
Approval of the agenda as presented. This motion, made by Clinton Assarsson and seconded by Jessica Coyle, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

5. Public Comment
6. Action Items
6.1. Consent Agenda
Approval of consent agenda as presented. This motion, made by Shane Kime and seconded by Greg Gass, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.1.1. Approval of Minutes from Regular Board of Education Meeting July 12, 2023
6.1.2. Approval of Minutes from Student Fees Policy Hearing July 12, 2023
6.1.3. Approval of Minutes from Parental Involvement Policy Hearing July 12, 2023
6.1.4. Treasurer's Report
6.1.5. Approval of Regular Claims from the General Fund
6.1.6. Approval of Manual Claims from the General Fund
6.1.7. Approval of Manual Claims

from the Activity Fund
6.2. Reports
6.2.1. Special Education Coordinator's Report
6.2.2. Activity Director's Report
6.2.3. Counselor's Reports
6.2.4. Principals Reports
6.2.5. Superintendent's Report
6.3. Recognize Mr. Jeff Sayer as the NSASSP Middle School Principal of the Year
Congratulations to Mr. Sayer for being recognized as the NSASSP Middle School Principal of the year.

6.4. Assessment Results Update
Mr. Crowd updated the Board on student assessment testing.

6.5. Accept resignation of certified staff effective at the end of the current 2023-2024 contract year.
Accept resignation of Tamara Gass at the end of the current 2023-2024 contract year with early retirement incentive as presented. This motion, made by Shane Kime and seconded by Clinton Assarsson, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.6. Accept resignation of certified staff effective at the end of the current 2023-2024 contract year.
Accept resignation of Katherine Harte at the end of the current 2023-2024 contract year with early retirement incentive as presented. This motion, made by Jo Hand and seconded by Jessica Coyle, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.7. Approve Student/Parent Handbooks for Valentine Elementary, Middle, Rural, and High Schools for the 2023-2024 school year.
Approval of Student/Parent Handbooks for Valentine Elementary, Middle, Rural, and High Schools for the 2023-2024 school year as presented. This motion, made by Greg Gass and seconded only.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.8. Review and award the propane bid for the 23-24 school year.
Bid information was sent to area businesses and notice of sealed

bid was published in the Midland News. Four bids were received: Sandhill Oil, \$1,452 proposal, \$1,450 firm and escalating. CCK: \$1,40 firm. The bid from Rock County Agronomy was rejected due to not adhering to specifications of bid process. Reese Inc. bid at \$1,285 firm.

Acceptance of propane bid from Reese, Inc. for the 2023-2024 school year as presented. This motion, made by Greg Gass and seconded by Shane Kime, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.9. Consider snow removal bids for the 2023-2024 school year.
Acceptance of snow removal bid from NNC&S, LLC for the 2023-2024 school year as presented. This motion, made by Greg Gass and seconded by Shane Kime, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.10. New state math standards were adopted by the state board of education September 2, 2022. As per Rule 10, the local Board of Education must also adopt standards that are the same as, equal to, or more rigorous than state standards. So, the recommendation is to adopt the revised Nebraska Math standards as the district standards.
Adopt the academic content standards for Math as adopted by the State Board of Education on September 2, 2022 as district Math standards as presented. This motion, made by Clinton Assarsson and seconded by Jessica Coyle, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.11. Update the VCS Return to School Plan for the 2023-2024 School Year
No action/informational item only. No changes to VCS Return to School Plan.

6.12. Review/Revise/Approve Board Policies - 4040, 6000, and 6025-6035
Review and approve Board Policies 4040, 6025, 6026, 6027, 6028, 6029, 6030, 6031, 6032, 6033, 6034, 6035, and 6036 as presented. This motion,

made by Greg Gass and seconded by Jessica Coyle, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.13. Title IX updated policies annual review of 2005 and 2017
Review and Approval of Title IX updated policy 2005 and 2017 as presented. This motion, made by Clinton Assarsson and seconded by Jo Hand, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.14. Review and update adult lunch prices
Approve adult meals prices for the 2023-2024 school year at \$2.75 for breakfast and \$3.00 for lunch as presented. This motion, made by Jessica Coyle and seconded by Shane Kime, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.15. Approve use of local substitutes for the 2023-2024 school year
Approval of the use of local substitutes for the 2023-2024 school year. This motion, made by Jo Hand and seconded by Clinton Assarsson, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.16. Set rate of tuition for 2023-2024 school year
Approve the rate of tuition for the 2023-2024 school year at \$20,840 as presented. This motion, made by Greg Gass and seconded by Jo Hand, Passed.

Clinton Assarsson: Yes, Jessica Coyle: Yes, Greg Gass: Yes, Jo Hand: Yes, Shane Kime: Yes, Kris Larsen: Yes.

6.17. Review of 2022-2023 and planning for 2023-2024 budgets
No Action-Budget planning workshop scheduled for Wednesday, August 23.

7. Board Members/Committees Report
8. Adjourn
Board President Kris Larsen adjourned the meeting at 7:15 p.m.
2023-20 ZNEZ

Notice of Organization of Flying D Cattle Company, LLC A Nebraska Limited Liability Company

1. The name of the limited liability company shall be FLYING D CATTLE COMPANY, LLC.
2. The address of the designated office is 111 E Third St., Valentine, NE 68031.
3. Kurt Dam Arganbright of 111 E Third St., PO Box 67, Valentine, NE 68031 is the initial registered agent for service of process for the company.
4. The general nature of the business to be conducted by the limited liability company is any lawful act or business, other than banking or insurance, for which a limited liability company may be organized under the laws of the State of Nebraska.

5. The limited liability company commenced on the 6th day of September, 2023, and will be perpetual.
6. The affairs of the limited liability company are to be conducted by the members.
DATED this 9th day of September, 2023.
Flying D Cattle Company, LLC
A Nebraska Limited Liability Company
Kurt Dam Arganbright, NSBA #24373
Its Attorney
111 E Third Street,
PO Box 67, Valentine, NE 68031
20010-13, 20, 27 ZNEZ

Notice

In the County Court of Cherry County, Nebraska
Estate of Judy Ann McGuire, Deceased.
Estate No. PR 23-26
Notice is hereby given that on September 5, 2023, in the County Court of Cherry County, Nebraska, I, Debra Hand, Clerk of the Court, did issue a written statement of Informal Probate of the Will of said Decedent and that Debra Hand, whose address is 520 W. 1st, Lincoln, NE 68501, was informally appointed by the Registrar as Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before November 13, 2023, or be forever barred.
Debra Hand
Clerk of the County Court
305 N. Main Street
Valentine, NE 68031
Susan N. Beel 20212
Attorney for the Estate
PO Box 46
Valentine, NE 68031
402-970-2271
20009-13, 21, 27 ZNEZ

Notice

ESU#17 2022-2023 finances in accordance with State Statute 70-1228.

Revenues		
Local Taxes	\$435,671	5%
State Receipts	\$317,770	8%
Federal Receipts	\$1,142,220	7%
Local Receipts	\$1,833,620	40%
Contracts With Schools	\$1,693,570	39%
Total	\$4,602,981	

Expenditures		
Grants	\$30,000	2%
Program Support Services	\$43,973	1%
ESU/NE ESUCC Staffing	\$4,361,941	97%
Total	\$4,465,714	

2010-20 ZNEZ

2010-20 ZNEZ

Notice of Public Hearing for Amendment to the Official Zoning Map of the City of Valentine

The Valentine City Council will hold a public hearing at the Valentine City Library Meeting Room, 324 N. Main Street, Valentine, Nebraska on Thursday, October 12, 2023 at 6:05 p.m. for the purpose of hearing comments to the proposed amendments to the zoning map mandated by Section 4.6 of the Valentine Zoning Ordinance, as amended.

In accordance with the provisions of Section 19.7 of the Valentine Zoning Ordinance, the Valentine City Council will review to amend the Official Zoning Map as follows:

From Highway Commercial (C) with mobile home overlay to Limited Industrial (I-1) with mobile home overlay a tract of land located within the following legal description:

LOTS 11, 12, 13, AND 14, EVERGREEN ADDITION TO THE

CITY OF VALENTINE, CHERRY COUNTY, NEBRASKA
Such changes shall be entered on the Official Zoning Map promptly after the amendment has been approved by the City Council with an entry on the number making the change, the new district classification, the date of action, and the initials of the City Clerk and the date of entry. Such Official Zoning Map shall be located in the office of the City Clerk and shall be the final authority as to the current zoning status of land and water areas, building, and other structures.
The amendment is available at City Hall, 323 N. Main Street, Valentine, Nebraska, for public inspection.
Valentine City Council
Deanna Schmitt
City Clerk
2010-20 ZNEZ

Notice of Public Hearing for Amendment to the Official Zoning Map of the City of Valentine

The Valentine Planning Commission will hold a public hearing at the Valentine City Library Meeting Room, 324 N. Main Street, Valentine, Nebraska on Monday, October 2, 2023 at 7:00 p.m. for the purpose of hearing comments to the proposed amendments to the zoning map mandated by Section 19.7 of the Valentine Municipal Code, as amended.

In accordance with the provisions of Chapter 13 101 of the Valentine Municipal Code, the Valentine Planning Commission will review to amend the Official Zoning Map as follows:

From Highway Commercial (C) with mobile home overlay to Limited Industrial (I-1) with mobile home overlay a tract of land located within the following legal description:

LOTS 11, 12, 13, AND 14, EV-

ERGREEN ADDITION TO THE CITY OF VALENTINE, CHERRY COUNTY, NEBRASKA
Such change shall be entered on the Official Zoning Map promptly after the amendment has been approved by the City Council with an entry on the number making the change, the new district classification, the date of action, and the initials of the City Clerk and the date of entry. Such Official Zoning Map shall be located in the office of the City Clerk and shall be the final authority as to the current zoning status of land and water areas, building, and other structures.
The amendment is available at City Hall, 323 N. Main Street, Valentine, Nebraska, for public inspection.
Valentine Planning Commission
2017-20 ZNEZ

Valentine Community Schools Board of Education budget work session meeting minutes

Valentine Community Schools Board of Education held a Budget Work session Wednesday, August 30, 2023 at 5:00 p.m. CST at Valentine High School 431 N. Green Street Valentine, NE.

1. Call Meeting to Order
Meeting called to order at 5:00 p.m. by President Kris Larsen, noting that the meeting was properly advertised according to policy, with a notice of time and place posted in three prominent places at least 48 hours before the beginning

of the meeting.
1.1. Roll Call
Absent: Clinton Assarsson, Greg Gass, Present: Jessica Coyle, Jo Hand, Shane Kime, Kris Larsen
1.2. Notice of Open Meetings Law
2.2. Review of 23-24 Budget and Planning for 2023-2024 proposed budget.
3. Adjourn
Kurt Dam Arganbright, NSBA #24373
President Kris Larsen adjourned the meeting at 5:35 p.m.
2022-20 ZNEZ

Notice of Public Meeting Nebraska Broadband Office Nebraska Broadband Office BEAD Program Public Meetings

As part of the Broadband, Equity, Access, and Deployment (BEAD) program, the Nebraska Broadband Office has launched the State Broadband Availability Map, which identifies the served, underserved, and unserved locations across the state. Unserved locations identified on the map will be prioritized to receive broadband buildout in this program. If there is an error, you must challenge the map to address it. To verify your level of Internet Service, visit the Nebraska Broadband Map at <https://ndot.info/Community>.
To ensure that Nebraska has access to federal funding opportunities, it is essential that the map reflects all the unserved and underserved broadband serviceable locations. As part of the map availability, there will be ongoing public engagement across the state including a series of eight public Meetings and an open comment period from September 14 to October 14. Details can be found at <https://ndot.info/Community>.
Opportunities are available to submit public comments online at <https://ndot.info/Community> or in-person at one of the following meetings hosted by the Nebraska Broadband Office:
* Lincoln - 9/26 - NDOT DE HQ - 4425 S. 103th St., Omaha NE 68145, 4:00-6:00 p.m.
* Norfolk - 9/26 - Divots Conference Center - 4200 W. Norfolk Ave., Norfolk NE 68701, 4:00-6:00 p.m.
* Grand Island - 9/27 - Dosselman Conference Center - 700 E. Stolley

Park Rd., 400-600 p.m.
* Lincoln - 9/28 - NDOT Headquarters - 1500 Nebraska Parkway, 4:00-6:00 p.m.
* Valentine - 10/3 - Niborana Lodge - 803 E. Hwy. 20, 4:00-6:00 p.m.
* Gering - 10/4 - NDOT District 5 Headquarters - 14036 Rundell Rd., 4:00-6:00 p.m.
* McCook - 10/10 - Cobblestone Inn - 1001 US-63, 5:00-7:00 p.m.
The public is encouraged to attend and share any suggestions or concerns regarding the state of their Internet access. Submit comments or requests to Patrick Redmond, PO Box 9478, Lincoln, NE 68208-4788; patrick.redmond@nebraska.gov.
The Initial Proposal, Nebraska Broadband Map, and Public Comment Form are available at <https://ndot.info/Community>.
NDOT strives to provide an accessible meeting facility for all persons. The location of hearing is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those who are hearing or visually challenged, or who have Limited English Proficiency (LEP), individuals should contact Patrick Redmond, at the contact information above, by Monday, September 18, 2023, to make necessary arrangements.
2018-20 ZNEZ

Notice of Public Hearing Valentine Planning Commission

Notice is hereby given that the Planning Commission for the City of Valentine will hold a Public Hearing at the Valentine City Library Meeting Room on Monday, October 2, 2023 at 7:05 p.m. for the purpose of hearing public comment regarding application by Samantha Shelburn for a conditional use permit to operate a General Daycare at 325 N. Edna Street, Valentine, Nebraska. This hearing is open to the public.
Deanna Schmitt,
City Clerk
2020-20 ZNEZ

tha Shelburn for a conditional use permit to operate a General Daycare at 325 N. Edna Street, Valentine, Nebraska. This hearing is open to the public.
Deanna Schmitt,
City Clerk
2020-20 ZNEZ

Meeting Notices

Valentine City Council
Notice is hereby given that the regular meeting of the Council of the City of Valentine, Nebraska will be held on the second Thursday of every month at 6:00 p.m. in the Meeting Room of the Valentine Public Library, 324 North Main Street, Valentine, Nebraska. The meeting will be open to the attendance of the public. An agenda for the meeting, kept continuously current, is available for public inspection in the City Clerk's office at 333 North Main Street, Valentine, Nebraska.
Deanna Schmitt, City Clerk
1988-6, 13, 20, 27 ZNEZ

Cherry County Board of Commissioners
The Cherry County Board of Commissioners will convene the second regular Tuesday of each month at 10:00 a.m. in the Commissioners Meeting Room of the Cherry County Courthouse. A current agenda is available in the office of the County Clerk during regular business hours.
1998-2, 6, 13, 21, 27 ZNEZ

Valentine Public Library
Notice is hereby given that the regular meeting of the Board of Trustees of the Valentine Public Library will be held on Monday, September 25, 2023 as planned at 4:30 p.m. in the Library meeting room for the purpose of conducting any business which may come before them. A current agenda will be on file at the public library.
Valentine Public Library
Board of Trustees
Anne Quigley, Director
2003-20 ZNEZ

Cherry County Hospital Board of Trustees
Notice is hereby given that a regular board meeting of the Cherry County Hospital Board of Trustees will be held at the Cherry County Hospital on Monday, September 25, 2023 at 3:00 p.m. in the conference room of the Hospital. The agenda for such meeting is available for inspection at the office of the chief executive officer.
Cherry County Hospital Board of Trustees
Shella Wheeler, Secretary
2003-20 ZNEZ

1-800-ACS-2345
www.cancer.org
American Cancer Society
Call 24 hours a day, seven days a week

PUBLIC NOTICES

Notice of Organization J2, LLC

Notice is hereby given that J2, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the State of Nebraska, with its initial designated office at 50105 Elk Rd., Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on September 13, 2023 and its operations shall continue perpetually.

unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted by its managers, Jay Hollenbeck, in accordance with its Operating Agreement.

By Its Registered Agent
Jay Hollenbeck
50105 Elk Rd.
Valentine, NE 69201

2023-27, 4 ZNEZ

Cherry County Commissioners Public Hearing Notice

The Cherry County Commissioners will hold a Public Hearing on Tuesday, October 10, 2023 at 4:00 p.m. CT in the Courtroom of the Cherry County Courthouse, located at 965 N. Main Street, Valentine, Nebraska. The Public Hearing will be in reference to CUP-001-22 TR Angus Co. for construction of a Confined Animal Feeding Operation - swine finisher housing, 1,223 head over 55lbs to be located in the SW 1/4 SW 1/4 of Section 10, Township 25N, Range 25W Cherry County, Nebraska. There will be a time limit

for testimony of three (3) minutes per present individual. Written testimony to be submitted in hard copy format to the Cherry County Clerk before or during the hearing. Written testimony must be submitted in triplicate (four copies) and will be provided to the Board of Commissioners. The current agenda is on file in the office of the Cherry County Clerk and all documents pertaining to the Conditional Use Permit are available in the zoning office.

2023-27, 4 ZNEZ

Village of Crookston meeting minutes

The Village of Crookston held a regular Board of Trustees meeting and annual budget meeting on September 12, 2023. Chairman Janssen called the Regular Meeting to order at 6:31 p.m. The Open Meetings Act was acknowledged. Other board members present were: Daniels, Quirk, Weaver and Hill.

made a motion to approve Resolution No. 2023-12. Weaver seconded the motion. Motion carried unanimously.

Regular meeting adjourned by Chairman Janssen at 7:00 p.m. Chairman Janssen called the Annual Budget Meeting to order at 7:01 p.m.

Interlocal Agreement Report discussed and no changes are needed. Quirk made a motion to approve the Annual Budget Report for the fiscal year 2023-24. Weaver seconded the motion.

Motion carried unanimously. Budget Meeting adjourned by Chairman Janssen at 7:24 p.m.

Tiffany Hill Village of Crookston Clerk Claims: Group 1, KBR, Street Lights, water services, S30.92, KBR, Office, pumping, well S164.92, NE Pub Health, Env. Lab, water tests \$15.00, Sandhill Oil fuel for mower \$19.43, Union Bank & Trust Co, Business loan payment water tank repairs \$200.00, Valentine Midland News, publish meeting minutes and Budget Notice, Tax Request \$150.00, Village of Crookston, Road Reimbursement to Gin Hecking, group B \$19.40.

Weaver made a motion to approve Group 2ed claims. Quirk seconded the motion. Janssen, Daniels and Hill abstained. Motion carried.

Group 2, P. Daniels, Internet service \$27.95, P. Daniels, Haystack \$277.05, R. Janssen, monitor dumpsters and snow catenary \$221.64, T. Hill, Water Op Service \$92.35, T. Hill, Water Op Service \$26.64.

Unfinished Business: Nuisance Ordinance - tabled. New Business: Certification of Taxable Value - discussed. Don Pettigrew - 1 & 1/2 year Road Plan - Resolution No. 2023-12. Hill

Motion carried unanimously. 2023-07 ZNEZ

Cherry County Planning Commission Public Hearing

The Cherry County Planning Commission will meet Tuesday, October 10, 2023 at 4:30 p.m. CST in the Courthouse Meeting Room at the Cherry County Courthouse at 965 N. Main Street, Valentine, Nebraska for the purpose of conducting any and all county business that will come before the Board.

A Public Hearing in reference to CUP-001-23 Bow & Arrow Ranch LLC to establish a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 25N, Range 25W of the 10th PM will be held at 4:45 p.m. CST.

A current agenda will be on file in the office of the Cherry County Zoning Office in addition to the Cherry County website. All available information is on file in the Cherry County Zoning Office.

2023-27, 4 ZNEZ

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

North Central District Health Department

2023-27, 4 ZNEZ

1-800-ACS-2345
www.cancer.org
Call 24 hours a day, seven days a week

Notice of Restatement of Articles of Incorporation of Cowboy Grit, Inc.

COWBOY GRIT, INC. has filed Articles of Restatement with the Nebraska Secretary of State. The name of the corporation is Cowboy Grit, Inc. The restatement commenced on December 23, 2023, and Articles of Restatement were filed on August 2, 2023. This corporation's situation is perpetual.

The corporation is organized to be a public benefit corporation and to transact any lawful act or business pursuant to the Nebraska Nonprofit Corporation Act, and is organized exclusively for charitable, educational, religious or scientific purposes within the meaning of Section 2010(a) of the Internal Revenue Code, as amended.

The corporation shall establish and operate a student-run grocery store and a volunteer training center for students of the Cody-Kilgore Unified School District. The corporation may also engage in activities and programs intended to promote aid and encourage community involvement, well-being and quality of life of community members residing in and around the communities served by the Cody-Kilgore Unified School District in western Cherry County, Nebraska, with such activities including but not limited to the promotion, encouragement or facilitation of economic development for communities within the Cody-Kilgore Unified School District.

The corporation, encourage and facilitate of educational needs, opportunities, services, activities and facilities available to students, families and residents served by the Cody-Kilgore Unified School District, and to raise funds and

or collect donations or contributions, whether in cash or in-kind, for the use, benefit and support of any public purpose authorized for this organization. This public benefit corporation may transact any and all lawful business for which non-profit organizations may be organized under Nebraska law and is subject to Section 2010(a) of 1954, as amended.

The registered agent of the corporation is Jonathan J. Simmons and its registered office is 111 West 22nd Street, P.O. Box 502, Garden, NE 69313.

The corporation shall not have members. The control, direction and management of the affairs and finances of this Corporation shall be governed by the Board of Directors. The current Board of Directors are:

Ryan Orrock, 210 East Nebraska Ave, Co. NE 69211
Adam Johnson, 24171 Kildeer Drive, Co. NE 69211
Cheryl Ravenscroft, 35871 Ravenscroft Lane, Nelso, NE 69419
Tim Nillebe, 102 S. Main St., Nelso, NE 69219
Pat Miller, P.O. Box 217, Co. NE 69211
Jamian Simmons, 34900 Bolling Springs Rd, Co. NE 69211
Cowboy Grit, Inc.
Jonathan J. Simmons
34100 Bolling Springs Rd
Co. NE 69211

SMITH, KING and SIMMONS, P.C.
P. O. Box 302
Nebraska, NE 68133-0302
Telephone: 308-282-0900
2023-20, 27, 4 ZNEZ

Village of Wood Lake budget hearing minutes

The Budget Hearing was held September 20, 2023 at 8:00 p.m. at the Village Hall in Wood Lake, Nebraska. The open meeting act was recognized. Present were Ron Punney, Julie Holloper, Ken Colburn and Carolyn Belli.

Ron Punney made a presentation outlining the key provisions of the proposed budget with a comparison with the prior year's budget. Ken Colburn made a motion to 1% increase in Restricted Funds Authority, seconded by Julie Holloper. Motion carried.

Julie made a motion to request an audit water seconded by Carolyn Belli. Motion carried.

A motion was made for the budget approval, seconded by Carolyn Belli. Motion carried.

These motions were approved with all Ayes and 0 Nays in all instances. Ken made a motion to accept Resolution #223 for the 2022-2023 property tax request at \$10,756.00 for the operating fund, seconded by Carolyn Belli. Motion carried.

Julie made a motion to close the meeting, seconded by Carolyn Belli. The meeting adjourned at 7:30 p.m. 2023-27 ZNEZ

Notice of Organization of Flying D Cattle Company, LLC A Nebraska Limited Liability Company

1. The name of the limited liability company shall be FLYING D CATTLE COMPANY, LLC.
2. The address of the designated office is 111 E. Third St., Valentine, NE 69201.
3. Kurt Dan Arganbright, 111 E. Third St., PO Box 87, Valentine, NE 69201 is the initial registered agent for service of process for the company.
4. The general nature of the business to be conducted by the limited liability company is any lawful act or business, other than banking or insurance, for which a limited liability company may be organized under the laws of the State of Nebraska.

5. The limited liability company commenced on the 6th day of September, 2023 and will be perpetual.
6. The affairs of the limited liability company are to be conducted by the members.
DATED this 9th day of September, 2023.
Flying D Cattle Company, LLC
A Nebraska Limited Liability Company
Kurt Dan Arganbright, NSBA #24375
Its Attorney
111 E. Third Street,
PO Box 87, Valentine, NE 69201
2023-13, 20, 27 ZNEZ

Notice

In the County Court of Cherry County, Nebraska
Estate of Judy Ann McGuire, Deceased.
Estate No. PR 23-06
Notice is hereby given that on September 5, 2023, in the County Court of Cherry County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Debra McGuire, whose address is 220 W. 1st St., Valentine, NE 69201, was formally appointed by the Registrar as Personal Representative of the Estate.

Creditors of this Estate must file their claims with this Court on or before November 13, 2023, or be forever barred.
Debra Hand
Clerk of the County Court
363 N. Main Street
Valentine, NE 69201
Susan K. Reel #24313
Attorney for the Estate
PO Box 16
Valentine, NE 69201
302-576-2271
2023-13, 20, 27 ZNEZ

Village of Wood Lake meeting minutes

The Village of Wood Lake held a regular monthly meeting on September 20, 2023. The meeting was called to order by Ron Punney at 7:00 p.m. Julie Holloper and Ken Colburn answered roll call. The Open Meeting Act was recognized.

(meeting minutes). \$21.99. American AgLift (water samples) \$21.50. Arnold Olson (park maintenance) \$370.00. League of Nebraska Municipalities (dues), \$370.00. One Call Concepts, Inc. (locate leak) \$82. Madison's Great Western (grapes), \$1,251.00.

Julie made a motion to pay the bills, seconded by Ken. Motion carried.

The Treasurer's report was read. Ken made a motion to accept as read, seconded by Julie. Motion carried.

Carolyn Belli took the oath of office as a new board member. Ken made a motion to change the time of the meeting from 8:00 p.m. to 7:00 p.m., seconded by Julie. Motion carried.

The outstanding bills were presented. KBR Rural Public Power District, \$701.81; 911 Tax, \$149.18; Great Plains Communications (telephone), \$64.28; Jon Davis (wages, pest), \$756.02; Nebr. Public Health Envir Lab (water tests), \$130.00; Valentine Midland News

Ken made a motion to contract propane with Madison's Great Western for 825 gallons at \$1.53 a gallon, seconded by Carolyn. Motion carried.

Ken made a motion to review our insurance with LAMM, seconded by Julie. Motion carried.

Julie made a motion to resident to install bird nesting boxes on Lake Road, seconded by Carolyn. Motion carried.

Ken made a motion to adjourn, seconded by Julie. Motion carried. Meeting was adjourned at 8:01 p.m. 2023-27 ZNEZ

Cody Kilgore Unified Schools Board of Education meeting minutes

Cody Kilgore Unified Schools Board of Education meeting was held September 11, 2023. The regular Board of Education Meeting was called to order by President Adam Naslund at 6:01 p.m. Six members were present: Denise Farley, Denise Farley and one guest were also present. President Naslund verified the posting of the Open Meetings Act, the meeting time and place, implemented the discussion followed on the building project, board policies, property tax request authority, 2023-2024 budget, tax asking, strategic plan, depreciation plan, additional cameras, enrollment capacity, and the following consent decree: A complaint was filed in court against the District on May 17, 2024, claiming the school district violated the civil rights of students when it cut strands of hair during a lice inspection. The district, through legal counsel, has been in negotiations with the plaintiffs to reach an agreement (Consent Decree Settlement). It also includes that the building district implements cultural competency education for the administration and certificate holding staff. Then mentions that the consent decree does include a payment of \$27,500 to the plaintiffs which will be paid by the School's risk liability pool, NASH-ALICAP.

The Board of Education heard from Superintendent Ryan Orrock regarding the Consent Decree Settlement. A copy of the Consent Decree Settlement was available upon request at the meeting. Motion passed. Motion that the Board of Education of this School District should and does hereby approve the Consent Decree Settlement involving the School District in the lawsuit filed in U.S. District Court captioned Alice Johnson and Norma LeRoy et al. v. Cody-Kilgore Unified School District et al., in the

form on file with official School District records and presented at this meeting or files such changes as are deemed necessary and in the best interest of School District and approved by the Board President, Superintendent of Schools, and the Board of Education, and authorize, delegate authority to and direct the Superintendent to sign, execute and deliver the consent decree and settlement document, and any other documents called for in the consent decree settlement and to take all other action necessary or appropriate to complete the transaction and the litigation, the consent decree. The meeting was adjourned at 7:37 p.m.

Denise Farley, Recording Secretary AS Publication, steel for ag shop classes \$581.00; ACT, curriculum \$590.00; Amazon, Supplies \$5,747.71; Armoed, William G, H S A \$250.10; Angie Galloway, Wall removal, Kilgore \$620.00; Boungars, Custodial Supplies \$422.21; Century Business Products, copiers \$1,391.20; Chris C. May, supplies \$121.60; incentives (60) \$2,428.87; Coach Masters, Coach Bus Repairs and Maintenance \$4,442.62; Cody Oil, Inc \$5,635.94; Cody's Husker Hub, In-service Meals & 404.64; Creative Time Solutions, time clock \$30.75; Days Inn, Guidance Travel \$144.00; ESH 17, Summer Technology Workshops \$450.00; ESH Repair Center, Summer Computer Maintenance, memory upgrade \$4,561.00; ESUCC, 33-24 CANVAS renewals, Puyssic school member \$67.00; In-service Meals & 404.64; Reimburse deductible \$525.00; Ford, Carrie, Ins deductible met \$525.00; Galvin, Tony, reimburse admin days \$200.00; Gardner, Andrea, Reimburse curriculum (TPT) \$105.28; GoGuardian, digital learning resources, annual fee \$2,300.00; Great Plains, Telephone \$163.51;

Hamilton, Natasha, In-service breakfast, \$105.00; Hometown Barber, Supplies, Kilgore Repairs \$251.00; In-service PT-OT Services \$619.00; KBR, Rural Public Power Electric \$5,298.57; KSH School Law, Workshop and telephone conference \$30.00; Mother, Jodi, reimbursement \$22.50; Mother, Jodi, reimbursement employee lunch 7/30 and 8/4 \$80.82; NAPA Auto Parts, hose clamp and fittings \$13.45; NASH NAEF Dues and board workshop \$437.00; Naslund, Janelle, HAS \$335.64; NE Safety and Fire Equip, Annual Inspections \$385.00; Nebraska Safety Center, small vehicle DL training \$125.00; Nebraska State Fire Marshal, Annual Boiler Certificate, Kilgore \$39.00; Nelson Fundraising, Inc., Mr. Galvin Office Chair \$289.00; NK Waste, Kilgore Trash \$214.00; NRCSA, 23-24 membership dues \$80.00; One Source, Fees \$7,092; Premium Auto, vehicle maintenance \$414.45; Presto-N, pest control \$119.28; Reese Propane & Appliance, Air conditioner purchase 1st grade \$527.95; Rhodes, April, Reimburse Mileage, \$141.67; Rider Classroom Spanish, LLC, Spanish I and Spanish II first semester, \$4,200.00; Sheridan County Journal, Help Wanted Ad \$36.00; Student Assistance Services, Catastrophic Insurance Payment \$292.50; Teaching Point, psychology/sociology curriculum \$393.00; Toliver, Sharon, reimbursement ins deductible \$525.00; True Value, Supplies \$171.68; Valentine Midland News, advertising \$491.14; Village of God's Water \$635.67; Village of Kilgore, water \$140.00; Vase Supplies, Travel \$116.18; VoWave Publishing, Curriculum \$35.85; Ward Plumbing & Heating, plumbing work in Kilgore \$1,682.18; General Fund Payroll and Benefits \$225,601.88

2023-27 ZNEZ

Notice

In accordance with Section 72-205 of the Nebraska Statutes, NOTICE is hereby given that the Board of Educational Lands and Funds has adopted a new rental schedule advertising classification and a new schedule of valuations for all school and any other lands managed by the Board in Cherry County and that such new schedules, together with a tabulation of the valuation and the amount of semi-annual rental of each lease, has been filed in the office of the county treasurer of such county and shall become effective January 1, 2024.

Cody Kilgore Unified Schools Board of Education special meeting minutes

Cody Kilgore Unified Schools Board of Education held a special meeting September 11, 2023. The Special Board of Education Meeting was called to order by President Adam Naslund at 5:59 p.m. Six members were present: Ryan Orrock, and Denise Farley were also in attendance. President Naslund verified the posting of the Open Meetings Act, the meeting time and place. Board members had a good discussion on the 2023-2024 budget. There was no public input. The meeting was adjourned at 6:44 p.m.

Denise Farley, Recording Secretary
2023-27 ZNEZ

Jessica Coyle

From: Jessica Coyle
Sent: Tuesday, September 12, 2023 10:53 AM
To: Dana Anderson
Subject: Run attached ad in the September 20 & 27 editions
Attachments: Cherry County Zoning- CUP 004-23 Bow & Arrow Ranch Conservation Easement.docx

Dana,

Please run the attached ad in the September 20 & 27 editions of the newspaper.

Thank you,

Jessica Coyle

Cherry County Zoning Administrator & Deputy Emergency Manager

365 N Main St. Suite 8A
Valentine, NE 69201
(402) 376-2395

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Cherry County. The recipient should check this email and any attachments for the presence of viruses. Cherry County accepts no liability for any damage caused by any virus transmitted via email.

Posted Ad on Doors and
Windows September 12
JC

Cherry County Planning Commission Public Hearing

The Cherry County Planning Commission will meet Tuesday, October 3rd, 2023 at 4:30 p.m. CT in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska for the purpose of conducting any and all county business that will come before the Board.

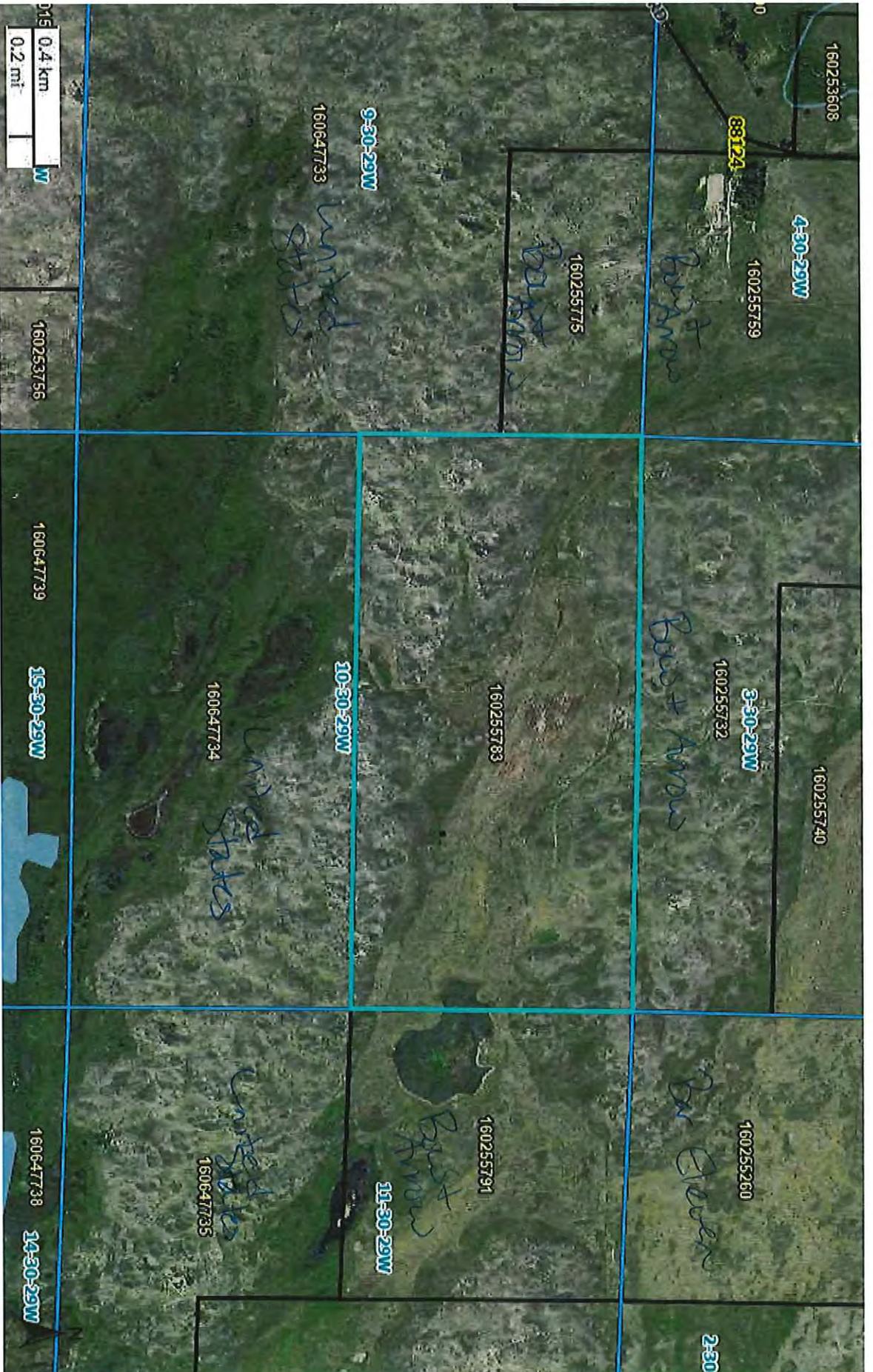
A Public Hearing in reference to CUP-004/23 Bow & Arrow Ranch LLC to establish a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM will be held at 4:35 PM CT. A current agenda will be on file in the office of the Cherry County Zoning Office in addition to the Cherry County Website. All available information is on file in the Cherry County Zoning Office.

CHERRY COUNTY ZONING

NOTICE TO PROPERTY OWNERS

PUBLIC HEARING CONDITIONAL USE PERMIT # 004/23

NAME	ADDRESS
1. Bar Eken Ranch Co.	38941 State Spur 163 Valentine, NE 69201
2. United States of America	PO Box 25486 Denver, CO 80225-0486
3. Fischer Cattle Company Inc	88071 Simcon Rd Valentine, NE 69201
4. Sunny Slope Ranch Inc	38593 Fischer Rd Valentine, NE 69201
5.	
6.	
7.	
8.	
9.	
10.	



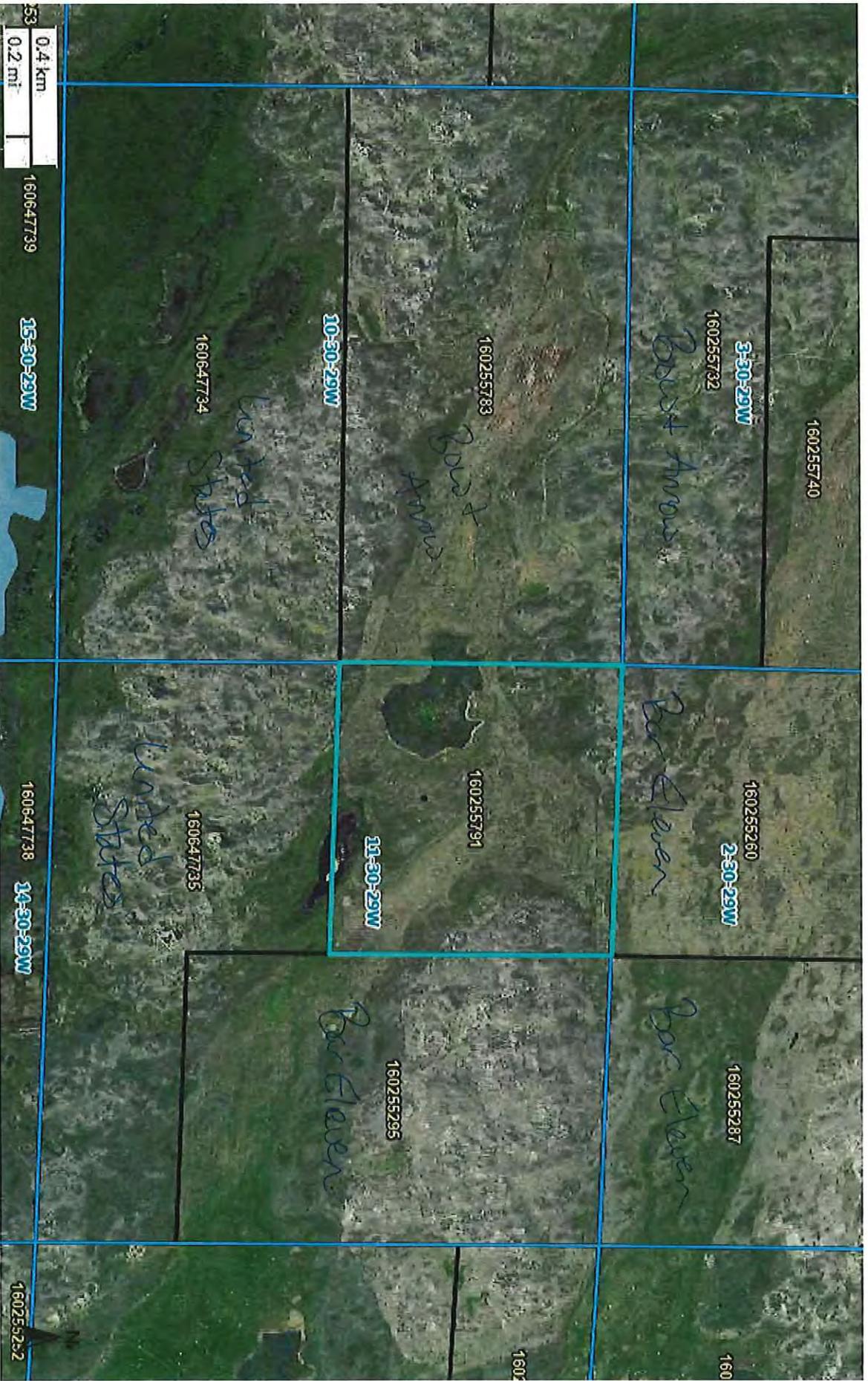
The Cherry County Assessor's Office makes every effort to produce the most accurate property valuation and tax information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.

Date created: 9/18/2023

Last Data Uploaded: 9/17/2023 8:08:44 PM

Developed by





The Cherry County Assessor's Office makes every effort to produce the most accurate property valuation and tax information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All data is subject to change.

Date created: 9/18/2023

Last Data Uploaded: 9/17/2023 8:08:44 PM

Developed by



CHERRY COUNTY ZONING ADMINISTRATOR

365 N MAIN STREET SUITE #8A

VALENTINE, NE. 69201

PHONE 402-376-2395 FAX 402-376-1155

cczoning@cherrycountyne.com

September 18, 2023

Bow & Arrow Ranch LLC

C/O Tom Davis

38979 State Spur 16B

Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Planning Commission will hold a public hearing on this application to receive comments and testimony from the public on October 3, 2023 at 4:35 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 10 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Zoning office will be forwarded or provided to the Planning Commission. A current agenda will be on file in the office of the Cherry County Zoning Administrator. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

September 18, 2023

United States of America

PO Box 25486

Denver, CO 80225-0486

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Planning Commission will hold a public hearing on this application to receive comments and testimony from the public on October 3, 2023 at 4:35 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 10 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Zoning office will be forwarded or provided to the Planning Commission. A current agenda will be on file in the office of the Cherry County Zoning Administrator. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

September 18, 2023

Bar Eleven Ranch Co.
38941 State Spur 16B
Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Planning Commission will hold a public hearing on this application to receive comments and testimony from the public on October 3, 2023 at 4:35 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 10 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Zoning office will be forwarded or provided to the Planning Commission. A current agenda will be on file in the office of the Cherry County Zoning Administrator. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

September 18, 2023

Fischer Cattle Company Inc.

88071 Simeon Rd

Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Planning Commission will hold a public hearing on this application to receive comments and testimony from the public on October 3, 2023 at 4:35 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 10 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Zoning office will be forwarded or provided to the Planning Commission. A current agenda will be on file in the office of the Cherry County Zoning Administrator. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

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Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

September 18, 2023

Sunny Slope Ranch Inc.

38593 Fischer Rd.

Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Planning Commission will hold a public hearing on this application to receive comments and testimony from the public on October 3, 2023 at 4:35 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 10 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Zoning office will be forwarded or provided to the Planning Commission. A current agenda will be on file in the office of the Cherry County Zoning Administrator. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

PUBLIC NOTICES

Notice

In the County Court of Cherry County, Nebraska
Estate of Patricia L. Showalter, Deceased, with this Court on or before January 22, 2023, to be forever barred.
Notice is hereby given that on November 11, 2021, in the County Court of Cherry County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Deceased and that Sarah A. Assman, whose address is PO Box 141, White River, SD 57579 and Robert L. Ze, PO Box 251, Mission, SD 57555, were informally appointed by the Registrar as Co-

Personal Representatives of the Estate.
Creditor of this Estate must file their claims with this Court on or before January 22, 2023, to be forever barred.
Mikhaela Hobbs
Clerk of the County Court
323 N. Main Street
Valentine, NE 69201
Susan N. Hecl #20312
Attorney for the Estate
PO Box 95
Valentine, NE 69201
323-236-2271
20127-22, 29, 6 ZNEZ

Notice to Bidders

Sealed bids will be accepted by the Cherry County Board of Commissioners until 1:00 p.m. CST on December 12, 2021, for furnishing and delivery of one (1) 2015 used or newer excavator with 1.500 hours or less.
Bid Specifications forms will be available upon request in the Valentine Road Department Office located at 265 N. Main Street, Suite #8, Valentine, NE 69201 or by calling 323-236-2240.
All bids will be publicly opened and read on December 12, 2021, in the Commissioner's Board Room

at the Cherry County Courthouse in Valentine, NE at 1:00 p.m. CST. All bids will be valid for thirty (30) days.
The Cherry County Board of Commissioners reserves the right to reject any and all bids.
Bids will be opened and read in public session and will be disseminated based on race, color, national origin, sex, religion, age or disability in employment or the provision of services by the County.
Cherry County Board of Commissioners
20120-22, 23, 6 ZNEZ

Notice of Organization Cherry Prairie Estate, LLC

Notice is hereby given that CHERRY PRAIRIE ESTATE, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 2655 Mattheo Road, Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on November 16, 2023, and its op-

eration shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted by its managers, Money Neffler and Ann Neffler in accordance with its Operating Agreement.
By Its Registered Agent
Money Neffler
2655 Mattheo Road
Valentine, NE 69201
20121-22, 23, 6 ZNEZ

Cherry County Board of Equalization meeting minutes

The Cherry County Board of Commissioners convened as a Board of Equalization on November 22, 2023 in the Cherry County Commissioners Meeting Room of the Cherry County Courthouse, as per notice published November 8, 2023 in the Valentine Midland News, with the agenda being items in the office of the County Clerk. The meeting was called to order at 1:10 p.m. by Chairman DeNayer. Roll call was taken. Present for the meeting were Cherry County Commissioners Martin DeNayer, Nina Nelson, Mike McCaughey, Cherry County Clerk Hillary Longor, Cherry County Assessor Jackie Moreland, and Cherry County Deputy Assessor Andrea Andre. The Open Meetings Act Poster was acknowledged by Chairman DeNayer.
Assessor Moreland presented information for five tax list corrections. Tax list correction #2023-1 Property ID: 16020569 for a valuation change due to a corrected personal property return. #2023-2 Property ID: 16020569 for a valuation change due to a mobile home removed prior to January 1, 2023. #2023-3 Property ID: 16020565 for

a valuation change due to adjusting building quality to average. #2023-4 Property ID: 160607461 for a valuation change due to adjusting building quality to fair. #2023-5 Property ID: 160651745 for a valuation change due to correcting cap-01 dimensions.
Henry and Misty Brown were present to discuss a request for a tax refund and issues relating to an IOLTA for a mobile home that was relocated, a schoolhouse that was taken down, and a shed duplicated on two parcels. Assessor Moreland did not recommend granting a refund.
Commissioner McCaughey seconded to approve tax list corrections #2023-1 - #2023-5 as presented by Assessor Moreland and authorize the Chairman to sign. Roll call vote: Aye - McCaughey, Nelson, DeNayer. The motion carried.
At 1:41 p.m. Chairman DeNayer declared the meeting adjourned. These minutes are in the official record and may be corrected. A copy of the approved, official minutes is available to the public in the Cherry County Clerk's Office.
20155-6 ZNEZ

Notice of Organization Bar G Ranch, LLC

Notice is hereby given that Bar G Ranch, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 114 E 3rd St, Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on January 1, 2023 and its operation

shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted in accordance with its Operating Agreement.
By Its Registered Agent
Scott D. Peterson
114 E 3rd Street
PO Box 48
Valentine, NE 69201
20124-22, 29, 6 ZNEZ

Village of Cody special meeting minutes

The Village of Cody held a special meeting November 22, 2023 at 7:00 p.m. at Community Hall.
The special meeting was called to order at 7:18 p.m. by Chairman Collier who stated the time, place and posting of the Open Meeting Act. Present were Jenkins, Knapp, Kalend and Collier. Justin Almonoy was present.
A motion was made by Knapp and seconded by Kelenka to proceed with Maguire to get an inspection and diagnostic of the water

lower leak and execute a contract with Maguire to repair but not exceed \$10,000 dollars. All sent voted in favor, motion passed.
Adjourn: A motion was made by Collier and seconded by Jenkins to adjourn the meeting at 8:10 p.m. All present voted in favor, motion passed.
Next meeting will be held December 12, 2023 at 7:00 p.m.
Submitted by:
Krista Oatransky, Clerk
20153-6 ZNEZ

Cherry County Commissioners Public Hearing

The Cherry County Commissioners will meet Tuesday, December 12, 2023 at 2:00 p.m. CT in the Commissioners Meeting Room at the Cherry County Courthouse at 363 N. Main Street, Valentine, Nebraska for the purpose of conducting a Public Hearing in reference to CUP: 004-23 Row & Arrow Ranch LLC to establish a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 20N, Range 24W of the 6th PM. The current agenda will be on file in the office of the Cherry County Clerk's Office. All available information is on file in the Cherry County zoning office.
20140-23, 6 ZNEZ

Notice of name change

Case Number CL 23-52
In regard to name change of Crista Mari Lujan
Notice is hereby given that on the 17th day of November, 2023, a petition was filed in the District Court of Cherry County, Nebraska, the object and prayer of which is for the change of the petitioner's name from Crista Mari Lujan to Crista Mari Driving Hawk. A hearing will be had on said petition before the Honorable Mark D. Kozisek in courtroom at 365 N. Main Street on the 15th day of January, 2024 at 10:30 a.m. or as soon thereafter as will be convenient for the court and that unless sufficient cause is shown to the contrary, the petitioner's name will be changed from that of Crista Mari Lujan to Crista Mari Driving Hawk.
20183-22, 29, 6, 13 ZNEZ

Notice

In the County Court of Cherry County, Nebraska
Case No. PH 23-34
In the matter of the Guardianship of B.S.S., a minor child.
This matter having come before this court for hearing before the Honorable Judge J. Orr on the Petitioner's Ex Parte Petition for Temporary Guardianship and a Petition for Guardianship pending hearing, and it appearing to the Court that the Petitioner is entitled to the relief sought in the Petition.
It is so ordered that the notice of the residency of this action shall be given by publication in the legal newspaper of Cherry County, Nebraska at the last known location of the interested parties.

that a hearing on this matter shall be heard before this court for the guardianship of minor child B.S.S. on the 23rd day of January 2024 at 1:00 p.m.
Pursuant to Neb. Rev. Stat. § 25-219 this notice shall be published for three consecutive weeks in the legal newspaper of Cherry County, Nebraska and an affidavit of publication should be filed with this Court at least five days prior to the date of the hearing.
Dated this 20th day of November 2023.
By the Court
Honorable Judge J. Orr
Prepared and submitted by:
Altha C. Carr #25248
20129-6, 13, 20 ZNEZ

Cherry County Board of Corrections meeting minutes

The Cherry County Board of Commissioners convened as a Board of Corrections on November 23, 2023 in the Cherry County Commissioners Meeting Room of the Cherry County Courthouse, as per notice published November 8, 2023 in the Valentine Midland News, with the agenda being items in the office of the County Clerk. The meeting was called to order at 1:34 p.m. by Chairman DeNayer. Roll call was taken. Present for the meeting were Cherry County Commissioners Martin DeNayer, Nina Nelson, Mike McCaughey, Cherry County Clerk Hillary Longor, and Cherry County Justice Center Administrator Sharon Hesse. The Open Meetings Act Poster was acknowledged by Chairman DeNayer.
Administrator Hesse updated the Board regarding the staff and jail counts. An influx of inmates is possible due to upgrades for a neighboring county's facility.
Administrator Hesse provided information to the Board regarding

two used minivans with wheelchair access to replace the current transport pickup. Upgrades required to convert the vehicle for Cherry County's use. The availability of a vehicle with all-wheel drive were discussed. No Board action was taken on the agenda item regarding the purchase of a transport van and the Board requested Administrator Hesse to research options for an AWD minivan with wheelchair access.
Administrator Hesse informed the Board that three currently employed dispatchers have declined the option for cross training as corrections officers and, for now, will be scheduled three 12-hour shifts per week.
At 1:56 p.m. Chairman DeNayer declared the meeting adjourned.
These minutes are in the official record and may be corrected. A copy of the approved, official minutes is available to the public in the Cherry County Clerk's Office.
20157-6 ZNEZ

Notice of Organization Wild Goose Ranch, LLC

Notice is hereby given that Wild Goose Ranch, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 114 E 3rd St, Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on September 11, 2023

and its operation shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted in accordance with its Operating Agreement.
By Its Registered Agent
Scott D. Peterson
114 E 3rd Street
PO Box 48
Valentine, NE 69201
20129-22, 29, 6 ZNEZ

Meeting Notices

Valentine City Council
Notice is hereby given that the regular meeting of the Council of the City of Valentine, Nebraska will be held on the second Thursday of every month at 6:00 p.m. in the Meeting Room of the Valentine Public Library, 434 North Main Street, Valentine, Nebraska. The meeting will be open to the attendance of the public. An agenda for the meeting, kept continuously current, is available for public inspection at the City Clerk's office at 323 North Main Street, Valentine, Nebraska.
Deanna Schuit, City Clerk
20133-6, 13, 20, 27 ZNEZ

Cherry County Board of Commissioners
The Cherry County Board of Commissioners will convene the second and last Tuesday of each month at 10:00 a.m. in the Commissioners Meeting Room of the Cherry County Courthouse. A current agenda is available in the office of the County Clerk during regular business hours.
20152-6, 13, 20, 27 ZNEZ

Cherry Co. Ag Society
The Cherry County Agricultural Society will hold their regular meeting at 7:00 p.m. at the 431 Building on the Fairgrounds on Monday, December 11, 2023.
20151-6 ZNEZ

Valentine Community Schools
Notice is hereby given that the Valentine Community Schools Board of Education will hold a regular meeting Wednesday, December 13, 2023 at 5:00 p.m. in Valentine High School.
The agenda shall be readily available for public inspection at the superintendent's office during normal business hours.
Signed: Cassis J. Hand,
Secretary
By Lisa Rodgers-Mathis
20141-23, 6 ZNEZ

Notice of Organization of Kluender CPA, LLC A Nebraska Limited Liability Company

1. The name of the limited liability company shall be KLUENDER CPA, LLC.
2. The address of the designated office is 501 E. Hwy 20, Ste 1, Valentine, NE 69201.
3. Kurt Ham Arganbright of 111 E Third St., PO Box 7, Valentine, NE 69201 is the initial registered agent for service of process for the company.
4. This LLC is organized solely for the purpose of conducting tax and accounting services and only through persons qualified to provide tax and accounting services in the State of Nebraska.
5. The limited liability company

commenced on the 1st day of November, 2023, and will be perpetual.
The affairs of the limited liability company are to be conducted by the members.
DATED this 50th day of November, 2023.
KLUENDER CPA, LLC
A Nebraska Limited Liability Company
By: /s/ Kurt Ham Arganbright, NSBA #24375
Its Attorney
111 E Third Street,
PO Box 67, Valentine, NE 69201
20114-6, 13, 20 ZNEZ

Village of Merriman meeting minutes

The Village of Merriman held a regular monthly meeting on November 11, 2023.
Meeting called to order at 7:00 p.m. by Chairman Henry Brown. Board Members present: Henry Brown, Bill Creegan, Gailand Valentine, Randy Hutchison, Jeremiah Hanson. Also present: Clerk-CaLee McCaughey, Guests-Don Chappell, Bryce McNare, Marty Brown, Ron Galloway, Travis Galloway.
Valentine made a motion and Hutchison seconded to approve the agenda. All approved.
Cemetery Board: The Cemetery Board met on November 14, 2023 at 6:30 p.m. An update was provided to the Village Board. Misty Brown and Betty Mages would remain on the cemetery board for a term of three years.
Fire Department: No additional communications. Don gave his reports.
Discussion on the cemetery. Brown made a motion and Hanson seconded to set the trees in front and the sprinklers fixed at the cemetery. All agreed. Ron Galloway asked about the funds to pay for that. There is money in the cemetery account to pay for that.
Minutes of the last meeting were reviewed. Valentine made a motion and Creegan seconded to approve the minutes. All approved.
Trustee's Report: Trustee Hutchison made a motion and Brown seconded to approve the Trustee's Report. All approved.
Disbursements were reviewed. Creegan made a motion and Hanson seconded to approve the Disbursements. All approved.
General Account
NPPD, Electricity, \$1,116.53; City of Valentine, Landfill \$326.60; Buckles Service, Fuel, \$21,264.23; Sandhills Ranch Supply, Gas and Garage, \$224.21; Vera, \$

Telephone, \$59.21; Enviro Service Inc., Regular monthly meeting, \$250.00; Plains Communication, Telephone, \$171.26; Freedom Irrigation, Garage, \$175.00; One Call Concepts, Locates, \$36.39; JNT LLC, Suede, \$6.00; Bongars Street, \$19.00; Martin Auto Parts, Water, \$43.77; Husker Auto Parts, Pump, \$29.65; Casey Peterson, Budget, \$1,769.00; Hawking, Water, \$209.37; True Value, Water, \$27.95; Quill, \$152.61; Cash, Postage, \$330.00; Village of Merriman, Water Account, \$1,739.00; CaLee McCaughey, \$1,096.18; Lloyd D. Chappell III, \$157.21; Airport Account, NPPD, \$33.32.
Clerk's questions, concerns, information.
Old Business:
Discussion on cleanup ordinance. Will table to the next meeting as each member will be given the ordinance and bring their input to the next meeting.
Discussion on engine braking ordinance. Brown made a motion and Hutchison seconded to approve Ordinance #111423 as written. All agreed.
Discussion on signs. Tabled until the spring.
New Business:
Discussion on raising the manhole by the Fish residence. Brown made a motion and Valentine seconded to set a timer to fix it. All agreed.
Discussion on opening the dump. Valentine and Hanson offered to go check it periodically.
Brown made a motion and Valentine seconded to adjourn the meeting. All agreed. Meeting adjourned 8:22 p.m.
Next meeting December 12, 2023 at 7:00 p.m.
Respectfully submitted,
CaLee McCaughey
Village Clerk
20148-6 ZNEZ

Cherry County Hospital Board of Trustees
Notice is hereby given that a regular board meeting of the Cherry County Hospital Board of Trustees will be held at the Cherry County Hospital on Monday, December 11, 2023 at 5:00 p.m. in the conference room of the hospital. The agenda for such meeting is available for inspection at the office of the chief executive officer.
Cherry County Hospital Board of Trustees
Shelia Wheeler, Secretary
20151-6 ZNEZ

Cherry County Veteran Service Committee
Notice is hereby given that the quarterly meeting of the Cherry County Veteran Service committee will be held at 7:00 p.m. on December 18, 2023. The meeting will be held at the County Veteran Service Office, at 202 N. Main St., Ste. #2. The Meeting is open to the public. The agenda for the meeting is available for review during normal business hours at the Veteran Service office.
20147-6, 13 ZNEZ

Neuzel Village Board
Notice is hereby given that the regular meeting of the Neuzel Village Board of Trustees will be held on Wednesday, December 20, 2023, at 6:00 p.m. MST at the Neuzel Community Building. The meeting will be open to the public. An agenda is kept continuously current and is available for public inspection at the office of the Village Clerk.
Terri Nollette
Village Clerk
20150-6 ZNEZ

Middle Niobrara NRD
The Middle Niobrara Natural Resources District will hold their regular Board of Directors Meeting on Monday, December 11, 2023 at 3:00 p.m. The meeting will be held at the Middle Niobrara NRD office, 501 E Hwy 20, Valentine. If you have any questions, please call the office at 323-236-3231. Individuals with disabilities may request auxiliary aids and service necessary for participation, by contacting the Middle Niobrara NRD at the address or phone number listed above. Agenda kept current at MNRD office.
20148-6 ZNEZ

Minutes of the last meeting were reviewed. Valentine made a motion and Creegan seconded to approve the minutes. All approved.
Trustee's Report: Trustee Hutchison made a motion and Brown seconded to approve the Trustee's Report. All approved.
Disbursements were reviewed. Creegan made a motion and Hanson seconded to approve the Disbursements. All approved.
General Account
NPPD, Electricity, \$1,116.53; City of Valentine, Landfill \$326.60; Buckles Service, Fuel, \$21,264.23; Sandhills Ranch Supply, Gas and Garage, \$224.21; Vera, \$

Telephone, \$59.21; Enviro Service Inc., Regular monthly meeting, \$250.00; Plains Communication, Telephone, \$171.26; Freedom Irrigation, Garage, \$175.00; One Call Concepts, Locates, \$36.39; JNT LLC, Suede, \$6.00; Bongars Street, \$19.00; Martin Auto Parts, Water, \$43.77; Husker Auto Parts, Pump, \$29.65; Casey Peterson, Budget, \$1,769.00; Hawking, Water, \$209.37; True Value, Water, \$27.95; Quill, \$152.61; Cash, Postage, \$330.00; Village of Merriman, Water Account, \$1,739.00; CaLee McCaughey, \$1,096.18; Lloyd D. Chappell III, \$157.21; Airport Account, NPPD, \$33.32.
Clerk's questions, concerns, information.
Old Business:
Discussion on cleanup ordinance. Will table to the next meeting as each member will be given the ordinance and bring their input to the next meeting.
Discussion on engine braking ordinance. Brown made a motion and Hutchison seconded to approve Ordinance #111423 as written. All agreed.
Discussion on signs. Tabled until the spring.
New Business:
Discussion on raising the manhole by the Fish residence. Brown made a motion and Valentine seconded to set a timer to fix it. All agreed.
Discussion on opening the dump. Valentine and Hanson offered to go check it periodically.
Brown made a motion and Valentine seconded to adjourn the meeting. All agreed. Meeting adjourned 8:22 p.m.
Next meeting December 12, 2023 at 7:00 p.m.
Respectfully submitted,
CaLee McCaughey
Village Clerk
20148-6 ZNEZ

PUBLIC NOTICES

Cherry County Planning Commission Public Hearing

The Cherry County Planning Commission will meet Tuesday, December 5, 2023 at 4:30 p.m. CT in the Courthouse Meeting Room at the Cherry County Courthouse at 363 N. Main Street, Valentine, Nebraska for the purpose of conducting any and all county business that will come before the Board.

A Public Hearing in reference to CUP#065/23 Billie Brockley/Mike Wescott for an RV/Tent Camping

Park to be located in part of Lots 4 and 6 in Section 17, Township 28N, Range 27W of the 6th PM will be held at 4:30 p.m. CT. A current agenda will be on file in the office of the Cherry County Zoning Office in addition to the Cherry County website. All available information is on file in the Cherry County Zoning Office.

20131-22, 29 ZNEZ

Notice of Organization Wild Goose Ranch, LLC

Notice is hereby given that WILD GOOSE RANCH, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 114 E. 3rd St., Valentine, NE 69201. The general nature of its business is to engage in, and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on September 11, 2023

and its operation shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted in accordance with its Operating Agreement.

By Its Registered Agent
Scott D. Peterson
114 E. 3rd Street
PO Box 46
Valentine, NE 69201
20129-22, 29, 6 ZNEZ

Notice to Bidders

Sealed bids will be accepted by the Cherry County Board of Commissioners until 1:30 p.m. CST on December 12, 2023, for furnishing and delivery of one (1) 2019 used or newer excavator with 1,600 hours or less.

Bid Specification forms will be available upon request in the Valentine Road Department Office located at 363 N. Main Street, Suite #8, Valentine, NE 69201 or by calling 402-376-2120.

All bids will be publicly opened and read on December 12, 2023, in the Commissioner's Board Room

at the Cherry County Courthouse in Valentine NE at 1:30 p.m. CST. All bids will be valid for thirty (30) days.

The Cherry County Board of Commissioners reserves the right to reject any and all bids.

Cherry County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services by the County.

Cherry County Board of Commissioners
20130-22, 29, 6 ZNEZ

Notice of Organization Cherry Prairie Estate, LLC

Notice is hereby given that CHERRY PRAIRIE ESTATE, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 6936 Marlboro Road, Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on November 16, 2023, and its op-

eration shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted by its managers, Monty Neffler and Ann Neffler in accordance with its Operating Agreement.

By Its Registered Agent
Monty Neffler
6936 Marlboro Road
Valentine, NE 69201
20185-22, 29, 6 ZNEZ

Notice of Organization Bar G Ranch, LLC

Notice is hereby given that Bar G Ranch, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 114 E. 3rd St., Valentine, NE 69201. The general nature of its business is to engage in and do any lawful act for which limited liability companies may be organized under the provisions of the Nebraska Uniform Limited Liability Company Act. The company shall commence doing business on January 1, 2023 and its operation

shall continue perpetually unless sooner terminated under the provisions of the Operating Agreement or in accordance with the Nebraska Uniform Limited Liability Company Act. The affairs of the company are to be conducted in accordance with its Operating Agreement.

By Its Registered Agent
Scott D. Peterson
114 E. 3rd Street
PO Box 46
Valentine, NE 69201
20129-22, 29, 6 ZNEZ

Village of Nenzel meeting minutes

The Village of Nenzel held a regular monthly meeting November 15, 2023.

Those present: Terri Nollette, Tim Nollette, Deanna Schmit, Kim Schmit, and Richard Schmit.

Absent: DuWayne Lancaster.

Tim Nollette called the meeting to order at 6:02 p.m. with the Open Meetings Act posted.

Richard Schmit moved to approve the October 19, 2023 minutes. Motion seconded by Kim Schmit. Motion passed unanimously.

Richard Schmit moved to approve the Claims and Treasurer's Report. Motion seconded by Deanna Schmit. Motion passed unanimously.

Claims: Midland News, \$42.60; Publication of Minutes and Meet-

ing Notices; KBR, \$185.50; Street Light Electricity; KBR, \$325.41; Community Building Electricity.

Deanna Schmit moved to approve Resolution 111623-1, Year-End Certification of City Street Superintendent. Motion seconded by Kim Schmit. Motion passed unanimously.

Deanna Schmit moved to reappoint Lloyd Smith as the City Street Superintendent for the 2024 year. Motion seconded by Kim Schmit. Motion passed unanimously.

The next Village of Nenzel meeting will be held December 12, 2023 at 6:00 p.m. at the Nenzel Community Building.

Meeting was adjourned at 8:27 p.m.

20144-29 ZNEZ

Notice

In the County Court of Cherry County, Nebraska
Estate of Patricia L. Showalter, Deceased
Estate No. PR 23-30

Notice is hereby given that on November 14, 2023, in the County Court of Cherry County, Nebraska, the Registrar issued a written statement of Informal Probate of the Will of said Decedent and that Sandra L. Assman, whose address is PO Box 141, White River, SD 57579 and Robert Lee, PO Box 251, Mission, SD 57555, were informally appointed by the Registrar as Co-

Personal Representatives of the Estate.

Creditors of this Estate must file their claims with this Court on or before January 22, 2024, or be forever barred.

Michaela Hobbs
Clerk of the County Court
363 N. Main Street
Valentine, NE 69201

Susan N. Beel #20343
Attorney for the Estate
PO Box 46
Valentine, NE 69201
402-376-2271
20127-22, 29, 6 ZNEZ

Village of Kilgore Board of Trustees regular meeting minutes

The Village of Kilgore Board of Trustees met in regular monthly session on Wednesday, November 15, 2023, at the meeting room at the Kilgore Community Center. The meeting was called to order at 6:33 p.m. by Chairperson Hill. Mosher and Rothleitner were present. Also present were Bree Hill secretary/clerk, and B. Rothleitner nuisance board advisor. Fort was absent.

Midland News, general fund, publishing minutes, \$98.37; Nebraska Environmental Health Lab, water tests, water fund, \$15.00; Insurance Center, EMC insurance added waterworks code, general fund, \$1,100.00; K.C. Pest Control, community center, general fund, \$105.50.

Motion to approve Year-End Certification of City Street Superintendent 2023, Resolution 2923-3, made by Rothleitner, seconded by Mosher. Roll call vote. Three yes, zero no, zero abstained, and one absent. Motion carried.

Hill declared the meeting properly advertised, and the open public meeting notice posted as required by law.

The minutes from the October 18, 2023 regular monthly meeting, and the current Treasurer's Report were read. Mosher moved, seconded by Rothleitner, to approve the minutes and Treasurer's Report as submitted; motion carried unanimously.

There being no further business, motion to adjourn made by Rothleitner, seconded by Mosher. Motion carried unanimously. Meeting adjourned at 7:10 p.m.

The next regular monthly meeting will be Wednesday, December 20, 2023 at 6:30 p.m. MT, and will be held in the Community Center meeting room. Any changes to meeting date and/or time will be posted prior to the meeting. The monthly meeting agenda is on file one week prior to the meeting and available by contacting the Village Secretary.

The monthly claims were reviewed by all trustees present. A motion to approve the claims as presented was made by Rothleitner, seconded by Mosher; motion carried unanimously.

They included: Bree Hill, General wages Paid, \$307.92; KBR Electric, utilities, all funds, \$831.77; Tyler Hill, Maintenance and water operator, general fund, \$1,605.07;

Motion to approve Year-End Certification of City Street Superintendent 2023, Resolution 2923-3, made by Rothleitner, seconded by Mosher. Roll call vote. Three yes, zero no, zero abstained, and one absent. Motion carried.

There being no further business, motion to adjourn made by Rothleitner, seconded by Mosher. Motion carried unanimously. Meeting adjourned at 7:10 p.m.

The next regular monthly meeting will be Wednesday, December 20, 2023 at 6:30 p.m. MT, and will be held in the Community Center meeting room. Any changes to meeting date and/or time will be posted prior to the meeting. The monthly meeting agenda is on file one week prior to the meeting and available by contacting the Village Secretary.

Bree Hill,
Village Secretary/Clerk
20143-29 ZNEZ

Cherry County Commissioners Public Hearing

The Cherry County Commissioners will meet Tuesday, December 12, 2023 at 2:00 p.m. CT in the Commissioners Meeting Room at the Cherry County Courthouse at 363 N. Main Street, Valentine, Nebraska for the purpose of conducting a Public Hearing in reference to CUP#065/23 Rose & Arrow Ranch LLC to establish a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. The current agenda will be on file in the office of the Cherry County Clerk's Office. All available information is on file in the Cherry County Zoning Office.

20140-29, 6 ZNEZ

Notice of name change

Case Number C123-32
In regard to name change of Cristal Mari Lujan

Notice is hereby given that on the 17th day of November, 2023, a petition was filed in the District Court of Cherry County, Nebraska, the object and prayer of which is for the change of the petitioner's name from Cristal Mari Lujan to Cristal Mari Driving Hawk. A hearing will be had on said petition before the Honorable Mark D. Kosloski in courtroom at 365 N. Main Street, on the 19th day of January, 2024 at 10:00 a.m. or as soon thereafter as will be convenient for the court and that unless sufficient cause is shown to the contrary, the petitioner's name will be changed from that of Cristal Mari Lujan to Cristal Mari Driving Hawk.

20133-22, 29, 6, 13 ZNEZ

Notice of Organization of Native Prairie LLC

The name of the limited liability company shall be Native Prairie LLC.

The address of the initial designated office is 3873 Brush Creek Rd., Theford, NE 69166.

The name and address of the initial agent is: Daniel E. Welch, 3873 Brush Creek Rd., Theford, NE 69166.

The limited liability company commenced on the 18th day of October, 2023, and will be perpetual.

The affairs of the limited liability company are to be conducted by the members.

Daniel E. Welch
20120-15, 22, 29 ZNEZ

Meeting Notices

Valentine City Council
Notice is hereby given that the regular meeting of the Council of the City of Valentine, Nebraska will be held on the second Thursday of every month at 6:00 p.m., in the Meeting Room of the Valentine Public Library, 321 North Main Street, Valentine, Nebraska. The meeting will be open to the attendance of the public. An agenda for the meeting, kept continuously current, is available for public inspection in the City Clerk's office at 321 North Main Street, Valentine, Nebraska.

Deanna Schmit, City Clerk
20101-1, 8, 15, 22, 29 ZNEZ

Cherry County Board of Commissioners
The Cherry County Board of Commissioners will convene the second and last Tuesday of each month at 10:00 a.m. in the Commissioners Meeting Room of the Cherry County Courthouse. A current agenda is available in the office of the County Clerk during regular business hours.

20101-1, 8, 15, 22, 29 ZNEZ

KBR Rural Public Power
Notice is hereby given that a regular meeting of KBR Rural Public Power District Board of Directors will be held Monday, December 4, 2023 at 1:00 p.m., at the KBR RPPD main office in Atinsworth. An agenda of the items to be discussed at the meeting is available at the District Office and is kept continually current.

Robert Beatty
General Manager
KBR Rural Public Power
20142-29 ZNEZ

Valentine Community Schools
Notice is hereby given that the Valentine Community Schools Board of Education will hold a regular meeting Wednesday, December 13, 2023 at 5:00 p.m. at Valentine High School.

The agenda shall be readily available for public inspection at the superintendent's office during normal business hours.

Signed, Carrie J. Hand,
Secretary
By Lisa Rodgers-Mathis
20141-29, 6 ZNEZ

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229 N. Main St. • Valentine \$210,000 • Commercial	221 N. Main St. • Valentine \$80,000 • Commercial	906 Queen St. • Valentine \$115,000 + 1,933 Sq. Ft.
Valentine 164 • Valentine \$50,000 • Vacant Lots	1223 Birch St. • Valentine \$299,000 • 2,337 Sq. Ft.	907 7 396th Ave. • Valentine \$450,000 • 1,596 Sq. Ft. A beautiful home and shop sitting on 9 1/2 acres just outside of Valentine.
818 N. Main St. • Valentine \$335,000 • 3,798 Sq. Ft.	801 380th St. • Valentine \$390,000 • 3,270 Sq. Ft.	

Meeting Notices

American Legion Leo Brinda Post 80
American Legion Leo Brinda Post 80 meeting will be December 6, 2023 at 7:00 p.m. at the Vets Club in Valentine.

Sons of the American Legion
The Sons of the American Legion Squadron 90 will have their regularly scheduled monthly meeting on Thursday, December 7 at 7:00 p.m. at the Vets Club.

Order of Eastern Star
The Order of Eastern Star meeting is held the first Tuesday of each month (December 5) at 7:00 p.m. at the Eastern Star Temple in Valentine.

Jessica Coyle

From: Valentine News <valentineneews@valentineneews.com>
Sent: Tuesday, November 14, 2023 11:57 AM
To: Jessica Coyle
Subject: Re: Ad for November 29 and December 6 newspaper

Thanks Jess

Dana Anderson
General Manager
Valentine Midland News
146 W. 2nd. St. PO Box 448
Valentine, NE 69201
402-376-2833
402-376-1946 fax

On Nov 14, 2023, at 11:14 AM, Jessica Coyle <cczoning@cherrycountyne.gov> wrote:

Dana,

Please run the attached ad in the November 29 and December 6 newspaper.

Thank you,

Jessica Coyle

Cherry County Zoning Administrator & Deputy Emergency Manager

365 N Main St. Suite 8A
Valentine, NE 69201
(402) 376-2395

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Cherry County. The recipient should check this email and any attachments for the presence of viruses. Cherry County accepts no liability for any damage caused by any virus transmitted via email.

<Cherry County BOC- CUP 004-23 Bow & Arrow Ranch Conservation Easement.docx>

Cherry County Commissioners Public Hearing

The Cherry County Commissioners will meet Tuesday, December 12, 2023 at 2:00 p.m. CT in the Commissioners Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska for the purpose of conducting a Public Hearing in reference to CUP-004/23 Bow & Arrow Ranch LLC to establish a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. The current agenda will be on file in the office of the Cherry County Clerk's Office. All available information is on file in the Cherry County Zoning Office.

CHERRY COUNTY BOARD OF COMMISSIONERS

NOTICE TO PROPERTY OWNERS

PUBLIC HEARING CONDITIONAL USE PERMIT# 004/23

NAME	ADDRESS
1. Bar Eleven Ranch Co	38941 State Spur 16B Valentine, NE 69201
2. United States of America Bar Eleven Ranch Co	PO Box 25486 Denver, Co 80225-0486
3. Fischer Cattle Company Inc	88071 Simeon Rd Valentine, NE 69201
4. Sunny Slope Ranch Inc	38593 Fischer Rd Valentine, NE 69201
5. Bow + Arrow Ranch LLC	38979 State Spur 16B Valentine, NE 69201
6. Commissioners	Via email
7.	
8.	
9.	
10.	
11.	
12.	
13.	

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

November 27, 2023

United States of America
PO Box 25486
Denver, CO 80225-0486

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Commissioners will hold a public hearing on this application to receive comments and testimony from the public on December 12, 2023 at 2:00 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 4 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Clerks office will be forwarded or provided to the Commissioners. A current agenda will be on file in the office of the Cherry County Clerk. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

November 27, 2023

Bar Eleven Ranch Co.
38941 State Spur 16 B
Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

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Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County



CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

November 27, 2023

Fischer Cattle Company Inc.
88071 Simeon Rd
Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Commissioners will hold a public hearing on this application to receive comments and testimony from the public on December 12, 2023 at 2:00 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 4 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Clerks office will be forwarded or provided to the Commissioners. A current agenda will be on file in the office of the Cherry County Clerk. All available information is on file in the Cherry County Zoning Office.

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Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

November 27, 2023

Sunny Slope Ranch Inc
38593 Fischer Rd
Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Commissioners will hold a public hearing on this application to receive comments and testimony from the public on December 12, 2023 at 2:00 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 4 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Clerks office will be forwarded or provided to the Commissioners. A current agenda will be on file in the office of the Cherry County Clerk. All available information is on file in the Cherry County Zoning Office.

According to the Cherry County Zoning Regulations, all adjoining landowners shall be notified by mail of the upcoming public hearings.

If you have any questions, please call my office at the number above. My office hours are Tuesday and Thursday 8:30 AM to Noon.

Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

CHERRY COUNTY ZONING ADMINISTRATOR
365 N MAIN STREET SUITE #8A
VALENTINE, NE. 69201
PHONE 402-376-2395 FAX 402-376-1155
cczoning@cherrycountyne.com

November 27, 2023

Bow & Arrow Ranch LLC
C/O Tom Davis
38979 State Spur 16B
Valentine, NE 69201

Dear Sir or Madam,

This letter is to inform you of an application I received for a Conditional Use Permit from Bow & Arrow Ranch LLC for a Conservation Easement to preserve the natural and agricultural values of the ranch to be located in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM. According to the Cherry County Zoning Regulations Conservation Easements are permitted only as a conditional use in the Cattle Country Agricultural District.

In accordance with State Statutes, the Cherry County Commissioners will hold a public hearing on this application to receive comments and testimony from the public on December 12, 2023 at 2:00 PM central time in the Courthouse Meeting Room at the Cherry County Courthouse at 365 N Main Street, Valentine, Nebraska. Written testimony of 4 copies can be received prior to or during meeting. All written testimony received in hard copy format in the Clerks office will be forwarded or provided to the Commissioners. A current agenda will be on file in the office of the Cherry County Clerk. All available information is on file in the Cherry County Zoning Office.

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Sincerely,

Jessica Coyle, Zoning Administrator
Cherry County

COMPANY BACKGROUND

Wildwood is working to change the landscape of conservation by utilizing private capital and land to create more resilient ecosystems. Our team has invested in conservation projects since 2008 for the purpose of generating risk-adjusted returns through the sale of compensatory and voluntary environmental credits across 4 states on more than 40,000 acres.

CONSERVATION BANKS

Conservation banks act as a large-scale preservation/restoration project designed to provide compensatory offsets for unavoidable impacts to species habitat, such as the American burying beetle. For the environmental credit developer, they provide a means to monetize and sell ecological values created by restoration activities. For the credit buyer, they provide a way to mitigate the environmental impacts of their operations as required by state or federal law.

REQUIRED COMPONENTS OF A CONSERVATION BANK

1. The Conservation Bank Agreement (“CBA”) serves as an operating agreement between the project sponsor (Wildwood) and the regulatory agencies (U.S. Fish & Wildlife Service, Nebraska Game & Parks Commission, etc.). The CBA defines key components of the bank, such as site protections, long-term funding, and ongoing management.
2. The management plan is a critical part of the CBA and defines how credits will be generated through on-site activities to enhance the current function of the property.
3. Each project maintains a credit ledger as an accounting mechanism tracking the issuance of credits to the bank and the projects they are applied to as a means of mitigation.
4. The conservation easement ensures future uses of the property align with the stated goals and objectives of the CBA, but is generally held by a third-party non-profit (e.g. Nebraska Land Trust). The conservation easement only applies to portions of the land necessary to generate environmental credits and is monitored/enforced by the land trust.
5. The endowment, or trust, is tied to the land in a way that the interest is used to benefit the long-term maintenance of the bank. Typically, this is funded incrementally from a portion of each credit sale. This ensures the site is managed in perpetuity pursuant to the conservation easement and the CBA.

BOW & ARROW CONSERVATION BANK

Wildwood has engaged with Bow & Arrow Ranch voluntarily through a contract that provides equitable compensation to both parties if successful in selling American burying beetle offsets. Wildwood has and will continue to invest significant amounts of its capital as the developer of this project on the prospect of future returns from the sale of these offsets. Please do not hesitate to contact me directly with questions, or the need for additional clarity. My personal phone number is (903) 780-2102, or you can reach me by email at preston@wildwoodcredits.com.

Exhibit D-1

Interim Management Security Analysis and Schedule

Intentionally omitted.

Exhibit D-2

Endowment Fund Analysis and Schedule

The following table contains the schedule of costs and activities required for implementation of the Management Plans. Task descriptions, frequency, timing and scheduling of each activity is described in the Management Plans contained in Exhibit D of the BACB CBA. The total annual expenses include administration and contingency costs. All work will be conducted in a single phase. Cost estimates are based on tasks implemented by a third-party in present day dollars. The assumptions used to determine the capitalization rate are defined in Table D-2. 1.

Table D-2.1. Capitalization rate determination.

<u>Item</u>	<u>Value</u>
CPI Inflation 1913-2017	3.13%
Nominal Endowment Fund Return	7.8%
Texas Parks & Wildlife Foundation	1.0%
Equation	$((1+i)/(1+inf)) - 1$
Real Rate of Return (Net Inflation)	4.5%
Capitalization Rate (Net Fees)	3.5%

Table D-2.2 contains the fund analysis and schedule of activities based on the following formula: Endowment Line Item = Annual Costs * (1/(((1+Cap. Rate)^Frequency of Activity)-1)). Year 1 costs are included in a separate column to denote that funding has been set aside for year 1 activities which will allow the principle of the long-term endowment to mature one full year prior to disbursements. Additional funding for year 2 activities specified within the interim management plan and not implicitly part of the long-term endowment is also included as a separate column. Upon year 3 of the project all items shall be on schedule with the long-term endowment calculation.

Table D-2.2. Endowment fund analysis and schedule of activities.

Endowment Expenditures and Balance Calculation							
Task List	Annual Cost	Frequency (Years)	Long-Term Endowment	Average Annual	Interim Expenses		
					Year 1 Cost	Year 2 Cost	
Property Management	\$ 12,000	1	\$ 342,857	\$ 12,000	\$ 12,000	\$ -	
Reporting	\$ 2,500	1	\$ 71,429	\$ 2,500	\$ 2,500	\$ -	
Accounting / Bookkeeping	\$ 6,000	1	\$ 171,429	\$ 6,000	\$ 6,000	\$ -	
Property Taxes	\$ 2,500	1	\$ 71,429	\$ 2,500	\$ 2,500	\$ -	
Fencing / Signage / Gates	\$ 1,000	1	\$ 28,571	\$ 1,000	\$ 10,000	\$ -	
ABB Monitoring	\$ 10,000	1	\$ 285,714	\$ 10,000	\$ 20,000	\$ 20,000	
Mammal Monitoring	\$ 5,000	3	\$ 45,991	\$ 1,667	\$ 5,000	\$ 5,000	
Shrub / Herbaceous / Inv. Veg. Monitoring	\$ 500	3	\$ 4,599	\$ 167	\$ 500	\$ 500	
Invasive Species Control	\$ 500	2	\$ 7,020	\$ 250	\$ 4,000	\$ -	
Contingency Funds	\$ 3,900	1	\$ 111,429	\$ 3,608	\$ 6,250	\$ 3,500	
Total in 2020 dollars			\$ 1,140,467		\$ 68,750	\$ 29,000	\$ 1,238,217
Annual Yield in 2020 Dollars			\$ 39,916				Total Req'd Funding

LONG-TERM FUNDING AGREEMENT

AN AGREEMENT (the "Agreement") by and between _____, with an address at _____ (the "Grantor"), and the Texas Parks and Wildlife Foundation, with an address at 2914 Swiss Avenue, Dallas, TX 75204 (the "Foundation") (collectively, the "Parties").

WHEREAS, the Grantor is the (bank sponsor) of approximately _____ acres of real property (the "Property") located in _____, Texas, as more completely described in Exhibit "A" attached hereto; and

WHEREAS, the United States Fish and Wildlife Service ("USFWS") and the Grantor have entered into a Bank Enabling Instrument (the "Conservation Bank Agreement"), dated _____, 20__ and incorporated herein by reference _____, wherein the USFWS agreed to Grantor's establishment and operation of the _____ Conservation Bank (the "Conservation Bank") on the Property; and

WHEREAS, as a condition of the Conservation Bank Agreement and pursuant to the Conservation Easement of _____, on the Property, Grantor is obligated to manage and maintain the Property in perpetuity to improve, conserve, and/or protect the aquatic resources, habitat and other ecological values of the Bank Property ("Long-Term Management Plan"). The Bank Property, comprised of approximately [insert acreage] acres, including [insert type of aquatic resources/habitat/species] will be managed in accordance with the Conservation Bank Agreement and associated Long-Term Management Plan.

WHEREAS, as a condition of the Conservation Bank Agreement, the Grantor agreed and is obligated to establish and maintain a separate non-wasting endowed account (the "Endowment Fund" or "Fund"); and

WHEREAS, in order to satisfy its obligations to establish and maintain the Endowment Fund (as defined in the Conservation Bank Agreement), the Grantor enters in this Agreement, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as provided herein:

1. Transfer of Assets. In accordance with the Conservation Bank Agreement, the Grantor further agrees to transfer an amount equal to _____ Dollars (\$_____.00) of the proceeds from the sale or conveyance of each Conservation Credit to the Foundation for deposit into the Fund. The Grantor shall transfer the previously mentioned portion from the sale or conveyance of each Conservation Credit to the Foundation for deposit into the Fund until such time as the principal amount in the Fund totals _____ Dollars (\$_____.00) (the "Target Amount" as defined in the Conservation Bank Agreement). The amounts from the sale or conveyance of each Conservation Credit shall be collectively referred to as the "Donation".

OR

In accordance with the Conservation Bank Agreement, the Grantor agrees to transfer the “**Target Amount**” as defined in the Conservation Bank Agreement in an amount equal to _____ Dollars (\$ _____ .00) to the Foundation for deposit into the Fund. The amount shall be transferred by the Grantor at its sole discretion, in whole or in part, and shall also be referred to in this Agreement as the “**Donation**”.

2. **Fund Designation.** The Donation shall be designated on the books of the Foundation and in its publications sufficient to identify the assets and activities of the Fund. The Grantor grants to the Foundation permission to honor the Grantor and to express the appreciation of the Foundation publicly in the form of news announcements, both internal and external.

3. **Management of the Fund.** The assets of the Fund shall be the property of the Foundation held by it in its corporate capacity and shall not be deemed a trust fund held by it in a trustee capacity. The assets of the Fund shall be wholly-owned, invested and managed by the Foundation in accord with the Long-Term Strategy of its Investment Policy, the current form of which is attached as Exhibit “B” hereto. The Grantor shall have no right or responsibility with respect to the investment or financial management of the Fund under this Agreement or otherwise. The Foundation also shall have full right and power to commingle and co-invest the assets of the Fund with other investment assets of the Foundation and to delegate investment management of the assets of the Fund. In the event the assets of the Fund are commingled with other Foundation assets, the Foundation shall maintain at all times separate records and books of account so as to specifically identify the assets and intents of the Fund from time to time. All income generated from the assets in the Fund as well as all gains and losses, realized and unrealized, thereon shall be credited to the Fund as appropriate. The Foundation shall not be liable to the USFWS, the Grantor, or any other entities or persons for losses arising from investment of funds in the Fund that is consistent with this Agreement.

4. **Fees and Expenses.** The Foundation shall, in its sole discretion, assess against the Fund, pro rata along with all other similarly situated funds of the Foundation, appropriate and reasonable costs for the administration of the Fund, including but not limited to reasonable investment fees, custodian fees and taxes (if any), and [0.50% or 0.75%] annually of the fair market value of the Fund computed and assessed either quarterly, based on the previous quarter-end market value, or annually, in either case at the Foundation’s election, based on the average balance over the prior four (4) or twelve (12) months. The Foundation shall collect the fees and expenses referenced in this Section 4 by deducting same from the balance of the Fund.

5. **Designation of Purposes.** The Fund shall at all times be used exclusively for charitable purposes as defined under Sections 501(c)(3) and 170 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and in accordance with the Conservation Bank Agreement. No part of the net income or assets of the Fund shall inure to the benefit of the Grantor or the Foundation, its officers or board members, or to any private person except as explicitly set forth herein. The Foundation acknowledges that the purposes are consistent with and further the purpose and mission of the Foundation.

6. **Distributions.** In accordance with the Conservation Bank Agreement, the Foundation is authorized to make distributions and disbursements from the Fund to pay costs and expenses reasonably incurred in and related to the management of the Property, including, but not limited to, property taxes, contracts, equipment, materials, and signage.

Generally, distributions from the Fund will be made in accordance with a spending policy (“**Amount**”) established by the Foundation’s Board of Directors from time to time. Distributions are calculated by multiplying the Amount by the preceding rolling 12-quarter average of the Fund market value and will take into account adjustments for inflation. For a fund in existence for fewer than three years, the fair market value of the fund must be calculated for the period the fund has been in existence. [In accordance with the Conservation Bank Agreement, distributions will not be made from the Fund any earlier than one year after the Target Amount has been 100% funded.]

Distributions in excess of the Amount may be made to the Conservation Bank based on written request by the Grantor. In making the determination to distribute in excess of the Amount, the Foundation will consider needs with respect to both annual operating and maintenance requirements and expenditures for long-term replacement of capital improvements (collectively “**Annual Expenditures**”). Distributions in excess of the projected Annual Expenditures for the Conservation Bank shall be authorized only if such distributions pay costs and expenses for management activities outlined in the Conservation Bank Agreement and protect the financial viability of the Fund. Distributions in excess of the projected Annual Expenditures for the Conservation Bank for management costs and expenses not outlined in the Conservation Bank Agreement

shall be authorized only if such exceptions are approved in writing by the USFWS, serve to advance the land stewardship goals of the Conservation Bank Agreement, and protect the financial viability of the Fund.

7. **Foundation’s Reliance on Information.**

A. The Foundation is expressly entitled to rely on the validity of the USFWS approval and the accuracy and validity of the land management plan and funding addressed in the Conservation Bank Agreement without independent verification. The Foundation shall not be liable in any respect to the USFWS, the Grantor, or to any other party, for errors, omissions, inaccuracies, or other elements of the land management plan or the funding related to same, whether contained therein or omitted therefrom, including but not limited to the sufficiency or adequacy of the Fund, as established in the Conservation Bank Agreement.

B. If, at any time, the plan for managing the Conservation Bank as set forth in the Conservation Bank Agreement is amended or otherwise modified in accordance with the terms of the Conservation Bank Agreement, the Grantor shall immediately notify the Foundation in writing of such amendment or modification and transmit written documentation memorializing such modification executed by the USFWS. Grantor and the Foundation agree and acknowledge that the Foundation shall be entitled to rely upon a modification or change agreed to by Grantor and the USFWS.

8. Duration of the Fund. Other than as set forth in Section 8(a) and/or 8(b) below, it is the Parties' intention that the Fund will be held by the Foundation in perpetuity and provide funding for expenses associated with the long-term stewardship of the Property in perpetuity as covenants running with the land.

- (a) Notwithstanding the intent for the Foundation to hold the Fund in perpetuity, if the Foundation becomes insolvent, files for bankruptcy, is no longer determined by the Internal Revenue Service to be tax exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code, commits an act or omission with respect to the Fund which is grossly negligent or constitutes willful misconduct, and/or ceases to exist or conduct its operations, the Fund shall be distributed to: (i) to a non-governmental entity that agrees to hold and disburse the Fund for the benefit of the Property; (ii) a conservation organization that is determined by the Internal Revenue Service to be tax exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code and that agrees to hold and disburse the Fund for the benefit of the Property; or (iii) a governmental entity that agrees to hold and disburse the Fund for the benefit of the Property. In the event a transfer of the Fund is required under this Section 8(a), the Grantor and USFWS shall be notified in writing and the Grantor shall have the right to recommend a transferee satisfying the requirements set forth in Section 8(a)(i), (ii), or (iii).
- (b) Notwithstanding the intent for the Fund to be perpetual, if the purpose for which the Fund is created has been accomplished, or so frustrated that the Fund serves no purpose, then with USFWS written concurrence, the Grantor shall have the right to recommend distribution of the remaining assets of the Fund to: (i) provide funding to a mission of the Foundation, including but not limited to other Foundation managed non-wasting endowments for mitigation/conservation projects; (ii) a conservation organization that is determined by the Internal Revenue Service to be tax exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code and that agrees to use the assets of the Fund for a public conservation benefit in the State of Texas; (iii) a governmental entity that agrees to use the assets of the Fund for a public conservation purpose in the State of Texas; or (iv) to a non-governmental entity that agrees to use the assets of the Fund for a public conservation purpose in the State of Texas.

9. Accountings. The Foundation shall render periodic accounts of the administration of the Fund to the Grantor. In no event, however, shall the accounting be rendered less than once each calendar year (beginning January 1 through December 31) for accountings of the prior calendar year. The accounting shall consist of annual reports regarding the Fund's expenditures and reimbursements, as well as income, contributions, earnings, fees and expenses, and the Donation. If requested, the Foundation shall also render an account of the Long-Term portfolio's asset allocation at the end of the prior calendar year. If requested, the Foundation shall also provide to the USFWS a copy of its most recent financial statement as prepared by an independent auditor.

10. Amendment. Provisions of this Agreement may be amended, modified or deleted with the written mutual consent of the Foundation, the Grantor or its legally or duly appointed agent or attorney-in-fact or the personal representative of the Grantor's estate. Any

such amendments, modifications, or deletions shall be recorded in a written signed addendum, which shall become part of this Agreement.

11. No Preferential Treatment. Grantor acknowledges that in entering into this Agreement Grantor is dealing exclusively with the Foundation. Neither the fact, nor the terms, of this Agreement shall create or imply any type of preferential treatment or obligation on behalf of the Texas Parks and Wildlife Department (“TPWD”) in its review of the Conservation Banking Agreement and other documents related to the Property. Grantor agrees it shall not seek any such preferential treatment in connection with TPWD or otherwise seek to trade on its relationship with the Foundation created under this Agreement.

12. Entire Agreement. This Agreement, along with any exhibits hereto, contains the entire understanding of the Parties with respect to the subject matter herein and is subject to the laws of the State of Texas, without regard to its conflict of laws rules. This Agreement supersedes all other agreements and understandings, both oral and written, between the Parties relating to the Fund. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions hereof shall nevertheless remain in effect.

13. Independent Parties. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of the other Party.

14. Waiver. Any waiver by either Party of any term or provision of this Agreement shall be given in writing. No waiver shall be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision respecting any other event or circumstance.

15. Headings. The headings used in this Agreement are for convenience only and shall not determine or limit the interpretation, construction or meaning of this Agreement.

16. Third-Party Beneficiary. This Agreement shall not be the basis of any claims, rights, causes of action, challenges, or appeals by any person not a Party to this Agreement, except that the Parties acknowledge that the USFWS shall have the rights expressly assigned to it hereunder.

17. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by certified or registered mail, return receipt requested, postage prepaid, at the address set forth below, or to such other person or at such other place as either Party may designate in a notice. Notice shall be sent as follows:

To Grantor:

To Foundation:

To USFWS:

18. Counterparts. This Agreement may be executed in identical counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be attached and assembled to form a single original document.

19. Assignment. Grantor may assign its rights and obligations under this Agreement to any party to whom Grantor transfers long-term management responsibilities in accordance with the Conservation Bank Agreement. Foundation may assign its rights and obligations under this Agreement, including ownership of the Fund, only with the written agreement of the Grantor, the Foundation, and the USFWS and as provided in the Conservation Bank Agreement.

IN WITNESS WHEREOF, the Grantor and the Foundation have executed this Agreement as of the date last signed below.

[GRANTOR]

TEXAS PARKS AND WILDLIFE FOUNDATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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Exhibit "A"

PROPERTY DESCRIPTION

Approximately _____ acres located in _____ County, Texas as more particularly described as:

LEGAL DESCRIPTION:

PROPERTY TAX IDENTIFICATION NUMBER: _____

LEGAL DESCRIPTION:

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Exhibit "B"

INVESTMENT POLICY

DRAFT

Investment Policy
For
Texas Parks and Wildlife Foundation

Adopted October 6, 2010

Revised July 16, 2018

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Investment Policy
For
Texas Parks and Wildlife Foundation

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EXHIBIT A: Asset Allocation and Performance Benchmarks

1. Introduction

The purpose of Texas Parks and Wildlife Foundation's (the "Foundation") Investment Policy (this "Policy") is to provide guidelines for the prudent management of the Foundation's investment assets (the "Portfolio") and is intended to assist the Foundation's Board of Trustees (the "Board") in supervising and monitoring the Portfolio. The Policy defines the Foundation's investment objectives and the responsibilities of and standards applicable to those involved in the investment and management of the Portfolio.

It is recognized that from time to time the Board's attitudes, expectations and objectives may change. Therefore, this Policy is intended to be used as a guideline rather than a rigid statement of policy from which there can be no deviation. This Policy is intended to be a summary of an investment philosophy and the procedures that provide guidance for the Foundation, Board, Investment Committee and Investment Advisor.

2. The Foundation's Mission and Portfolio

The Foundation was established in 1991 as a non-profit corporation under the laws of the State of Texas and is governed by the Board. The Foundation has been recognized by the Internal Revenue Service as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is classified as a public charity. The Foundation's mission is to provide private support to the Texas Parks and Wildlife Department to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing, and outdoor recreation opportunities for the use and enjoyment of present and future generations. In furtherance of its mission, the Foundation is dedicated to funding conservation projects, internships and scholarships to directly conserve Texas' natural resources and raise awareness of conservation issues.

The Portfolio consists of funds that are intended to be used for near term-program and operating expenses, and funds to support future or long-term program support. The Portfolio is designed to ensure long-term financial security to the Foundation and to provide a source of funding for the Foundation's activities.

3. Investment Objectives

The Foundation's investment objectives are to safeguard and preserve the real purchasing power of the Portfolio while earning investment returns that are commensurate with the Foundation's risk tolerance and sufficient to meet its operational requirements. The specific investment objectives are set forth below.

Intermediate-Term Portfolio

The Intermediate-Term Portfolio shall be invested with the primary objective of capital preservation, liquidity and inflation hedging while seeking an appropriate level of investment return.

More specifically, the investment objectives and constraints for the Intermediate-Term Portfolio include the following:

- Preservation of Purchasing Power. The Foundation aims to at least preserve the real purchasing power of the assets by seeking returns on its investments that are equal to the rate of inflation.
- Growth. The Foundation seeks to achieve modest growth in assets in excess of inflation.
- Time Horizon. The total return is evaluated on a three-year rolling basis. It is recognized that not every three-year period will meet the Foundation's objectives, but the Foundation aims to attain its objectives over a series of three-year periods.
- Risk Tolerance. The Foundation seeks to control risk and reduce volatility to equal or below a 5% standard deviation through a conservative asset allocation framework that will invest primarily in fixed income securities with limited exposure to equities and other higher volatility assets.
- Liquidity Requirements. The Foundation seeks to maintain adequate liquidity to meet its obligations, including planned periodic expenditures as determined by the Board. The Board will inform the Investment Advisor of any anticipated need for liquidity as such need becomes known. The Investment Advisor will presume no liquidity needs other than those provided by this Policy or the Board or Investment Committee.

Long-Term Portfolio

The Long-Term Portfolio shall be invested with the primary object to grow purchasing power in perpetuity with a time horizon not less than five years.

More specifically, the investment objectives and constraints for the Long-Term Portfolio include the following:

- Preservation of Purchasing Power. The Foundation aims to at least preserve the long-term real purchasing power of its assets over time by seeking returns on its investments that are in excess of the sum of (a) the spending rate (described below) and (b) the rate of inflation.
- Long-Term Growth. The Foundation seeks to achieve growth in its assets in excess of inflation by emphasizing long-term investment fundamentals in structuring its investments.
- Time Horizon. The Foundation intends to invest for the long-term, with the total return evaluated on a five-year rolling basis. It is recognized that not every five-year period will meet the Foundation's objectives, but the Foundation aims to attain its objectives over a series of five-year periods.
- Risk Tolerance. The Foundation seeks to control risk and reduce the volatility through diversification. However, short-term volatility is characteristic of the securities markets and will be tolerated if such volatility is consistent with the volatility of similar investment portfolios (such as the volatility of performance benchmarks, described below). The Foundation recognizes and acknowledges that some risk must be assumed in order to achieve the long-term investment objectives of the Portfolio. In establishing its risk tolerance, the Foundation's ability to withstand short- and intermediate-term variability, as well as the statistical probability of loss for a given period of time, is evaluated periodically by the Board.

- Liquidity Requirements. The Foundation seeks to maintain adequate liquidity to meet its obligations, including planned periodic expenditures as determined by the Board. The Board will inform the Investment Advisor of any anticipated need for liquidity as such need becomes known. The Investment Advisor will presume no liquidity needs other than those provided by this Policy or the Board or Investment Committee.

4. **Responsibilities**

The Board, or such members of the Board as so designated, has the responsibility for investing and managing the Portfolio as well as the responsibility for establishing and modifying this Policy, including establishing the asset allocation for the Portfolio. The Board has delegated to the Investment Committee these responsibilities.

The Investment Committee, the Foundation's designated staff and the Foundation's Investment Advisor are charged with implementing this Policy. Their respective responsibilities are set forth below.

a. Investment Committee

The Investment Committee is responsible for:

- Establishing, reviewing periodically, and modifying this Policy and its appendices from time to time, and reporting any changes to the Board.
- Establishing the asset allocation targets and ranges for the Portfolio, and modifying them from time to time.
- Implementing this Policy, with input from Foundation staff and the Investment Advisor.
- Overseeing the Portfolio and reporting on the status of the Portfolio to the Board at least two times per year.
- Engaging the Investment Advisor to assist the Investment Committee in carrying out its investment responsibilities and to implement the investment strategy and decisions of the Investment Committee.
- Continuing or terminating the Investment Advisor and monitoring its performance.
- Engaging and continuing or terminating the Investment Advisor's bank custodian, and monitoring its performance.
- Monitoring the fees and other expenses associated with the management and administration of Portfolio.

b. Investment Advisor

The Investment Advisor, The Northern Trust Company, is responsible for:

- Recommending the strategic asset allocation of the Portfolio to the Investment Committee.

- Recommending any tactical strategy that seeks to take advantage of market dislocations (*i.e.*, underweight/overweight specific sectors) to the Investment Committee.
- Implementing the Portfolio's asset allocation through the selection, continuation, and termination of Investment Managers.
- Implementing rebalancing on a periodic basis, or when otherwise appropriate, to ensure the Portfolio is in compliance with the asset allocation ranges established by the Investment Committee.
- Selecting, continuing, or terminating Investment Managers based on appropriate criteria, including the following: investment philosophy, historical performance, experience of key personnel, and financial viability or changes in these factors. In selecting each Investment Manager, the Investment Advisor will take reasonable measures to assess the independence of the Investment Manager, including any conflicts of interest that the Investment Manager may have. (This Investment Manager selection responsibility also includes the ongoing monitoring of the Investment Managers for adherence to this Policy and his, her, or its stated investment strategy.)
- Reviewing Investment Managers, establishing the scope and terms of the delegation to Investment Managers, and monitoring their performance and compliance with the scope and terms of the delegation.
- Monitoring, analyzing the performance of, and recommending performance benchmarks for each Investment Manager.
- Requiring each Investment Manager to promptly report to any material adverse determinations against the firm or its principals, either by a court, the Securities Exchange Commission, or any other regulatory authority.
- Requiring each Investment Manager to promptly communicate significant changes in the Investment Manager's firm, including: changes in senior management or high-level personnel; changes in the Investment Manager's ownership; and changes in the Investment Manager's investment strategy and/or style.
- Preparing investment reports monthly for the Investment Committee's review that contain the information necessary for the Investment Committee to exercise its judgment and carry out its investment responsibilities prudently.
- Attending meetings in person or by telephone conference with the Investment Committee and the Foundation's staff as requested.
- Providing necessary information to and cooperating with the Investment Committee, Foundation staff, and the Foundation's external auditors.
- Providing feedback regarding changes to this Policy when requested by the Board or the Investment Committee and proposing corresponding amendments to the relevant account documents, if necessary.

c. **Foundation Staff**

Foundation staff is responsible for assisting the Investment Committee with all components of this Policy, including coordination of outside professionals involved in supporting the investment and management of the Portfolio.

5. Restrictions on Investments

The Investment Advisor and Investment Manager(s) shall adhere to the following restrictions on investments:

- All purchases of securities must be for cash and there will be no leveraged purchasing or margin transactions except for pooled investment vehicles.
- No short sales.
- No investment in hedge funds or private equity funds will be made, except upon approval of the Investment Committee.
- Issuer concentration shall not exceed 5% within the investment portfolio of each investment manager.
- No more than 20% of the market value of the Portfolio shall be concentrated in any one industry.

These above restrictions will not be applied to the underlying holdings of any investments in commingled vehicles such as mutual funds.

6. Guidelines on Prudent Investing

a. Standard of Care

Each person responsible for managing and investing the Foundation's assets will do so in good faith with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and will consider both the purposes of the Foundation and the goals of the Portfolio.

A person with special skills or expertise, or selected in reliance upon his or her representation that he or she has special skills or expertise, will use those skills or that expertise in managing and investing the Foundation's Portfolio.

In managing the Portfolio, the Foundation will incur only those costs that are appropriate and reasonable in relation to the Portfolio, the purposes of the Foundation, and the skills available to the Foundation. The Foundation will use reasonable efforts to verify facts relevant to the management and investment of the Portfolio.

b. Prudence Considerations

In managing and investing the Portfolio, the following factors, if relevant, will be considered:

- general economic conditions;
- the possible effect of inflation or deflation;
- the expected tax consequences, if any, of investment decisions or strategies;
- the role that each investment or course of action plays within the overall Portfolio;
- the expected total return from income and the appreciation of investments;
- other resources of the Foundation;

- the needs of the Foundation and of particular funds in the Portfolio to make distributions and to preserve capital;
- an asset's special relationship or special value, if any, to the purpose of the Foundation;
- the requirement of diversification;
- liquidity considerations;
- the impact of management or administration costs; and
- risk management.

Management and investment decisions about an individual asset will be made not in isolation but rather in the context of the Portfolio as a whole and as part of an overall investment strategy having risk and return objectives reasonably suited to the Portfolio and the Foundation.

The Foundation will diversify the assets in the Portfolio unless it prudently determines that, because of special circumstances, the Portfolio is better served without such diversification.

c. Delegation Standards

The Investment Committee will delegate to the Investment Advisor the management and investment of the Portfolio to the extent that it can prudently delegate under the circumstances, and will act in accordance with the standard of care described above in selecting, continuing, or terminating the Investment Advisor, establishing the scope and terms of the delegation, and monitoring the Investment Advisor's performance and compliance with the scope and terms of the delegation.

The Investment Committee will take reasonable measures to assess the independence of the Investment Advisor, both before and after the Investment Advisor is engaged. Investment Advisors will be selected based on competence, experience, past performance, and proposed compensation, without regard to business or personal relationships. Any actual or potential conflicts of interest possessed by a member of the Board or the Investment Committee must be disclosed and resolved in accordance with the Foundation's conflict of interest policy.

7. Spending Policy

The Foundation's spending policy is consistent with its investment objective of achieving long-term real growth in its assets. In order to achieve such long-term real growth, the Foundation's expenditures should be less than the Foundation's total inflation-adjusted return on investments. Subject to a donor's intent expressed in a gift instrument, the Board will establish an annual spending policy which is between 3% and 5.5% of a moving average and is consistent with the Foundation's long-term investment objectives. Consistent with the Foundation's long-term investment objectives, the Foundation's current spending policy is to multiply 4% times the preceding rolling 12-quarter average market value of the Portfolio. The Board is responsible for setting this spending rate from time to time on the recommendation of its Investment Committee.

8. Asset Allocation

The Foundation targets a level of risk equivalent to a benchmark portfolio consisting of market indices representing performance benchmarks (described below) corresponding to the asset allocation targets established by the Investment Committee. The Investment Committee will establish in writing the Foundation's asset allocation, including minimum and maximum allocations for each asset class in the Portfolio, and will modify it from time to time, with recommendations from the Investment Advisor.

The Investment Committee will seek to achieve a diversified Portfolio, unless it prudently determines that, because of special circumstances, the Portfolio or a particular fund or funds within the Portfolio are better served without diversification.

9. Rebalancing and Cash Flows

The Investment Committee and/or the Investment Advisor, as the case may be, should consider rebalancing at least once a quarter or more frequently, if necessary (e.g., large market moves). Rebalancing of the Portfolio may be delayed if, for example, prevailing market conditions are such that rebalancing may be detrimental to the Foundation's long-term goals for the Portfolio.

The Investment Committee will identify the destination of all cash flows, including additional contributions to the Foundation's assets, consistent with this Policy. The Foundation's net cash flows may be used to implement the rebalancing activities in order to minimize transaction costs.

10. Performance Benchmarks

Performance benchmarks are used by the Investment Committee to properly measure and evaluate the success of the Investment Advisor and the Investment Managers. The performance benchmarks selected by the Investment Committee (with recommendations from the Investment Advisor) should be representative of the Foundation's long-term return objectives and risk tolerance and be calculated over the same time period as the returns on the Portfolio with which the performance benchmark is being compared. These performance benchmarks are intended as targets only and are no guarantee or assurance of the performance of any investment or of the Portfolio.

11. Reporting and Oversight

The Investment Committee will review the reports made available each month by the Investment Advisor, and will meet quarterly (in person or by telephone conference) to evaluate the performance of the Portfolio and adherence by the Investment Advisor to this Policy. The performance of the Portfolio will be measured relative to appropriate and agreed upon performance benchmarks (described above). The Investment Committee will also make periodic reports to the Board at least two times per year regarding the Foundation's investment performance.

12. Donor-Advised Funds

At the written recommendation of the donor and subject to approval of the Finance Committee, assets in donor-advised funds at the Foundation may be managed separately from the Foundation's investment assets and be subject to different investment objectives, investment restrictions, or asset allocations than otherwise outlined in Sections 3, 5 and 8 of this Policy.

13. Revisions

The Investment Committee will review this Policy periodically and recommend revisions to the Board for approval as needed. In conducting such review, the Investment Committee may consult with the Investment Advisor regarding the performance of the Foundation's investments, the current asset allocation, the Foundation's overall investment strategy, general economic and market conditions, and any other relevant information that may bear on this Policy.

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EXHIBIT A

Asset Allocation

May 4, 2018

Intermediate-Term Portfolio

Asset Class	Lower Limit	Upper Limit	Strategic Target
Cash & Equivalents	0%	10%	3%
Fixed Income			
IG Corporate and Government US	62%	90%	69%
Non-IG Corporate US	0%	6%	5%
Inflation Linked	0%	10%	6%
	68%	100%	80%
Real Assets			
Real Estate & Infrastructure	0%	3.5%	1.5%
Commodities & Natural Resources	0%	3.5%	1.5%
	0%	7%	3%
Equities			
US Large Cap	0%	20%	7.5%
US Small and Mid-Cap	0%	3%	1.0%
International Developed Markets	0%	7%	3.5%
International Emerging Markets	0%	4%	2.0%
	0%	20%	14%
Total			100%

Long-Term Portfolio

Asset Class	Lower Limit	Upper Limit	Strategic Target
Cash & Equivalents	0%	10%	0%
Fixed Income			
IG Corporate and Government US	12%	47%	23%
Non-IG Corporate US	0%	10%	6%
Inflation Linked	0%	5%	3%
	27%	47%	32%
Real Assets			
Real Estate & Infrastructure	0%	9%	7%
Commodities & Natural Resources	0%	5%	5%
	0%	15%	12%
Equities			
US Large Cap	20%	35%	26%
US Small and Mid-Cap	5%	20%	6%
International Developed Markets	10%	25%	20%
Emerging Markets	0%	7%	4%
	40%	65%	56%
Total			100%

Performance Benchmarks

Asset Class	Weight		Benchmark
	Intermediate-Term	Long-Term	
Cash Equivalents	3%	0%	Citigroup 3 Month Treasury Bill
IG Corporate and Government US FI	69%	23%	BC US Aggregate Index
Non-IG Corporate US FI	5%	6%	BC US Corp High Yield 2% Capped
Inflation-Linked Securities	6%	3%	Barclays US TIPS Index
Real Estate & Infrastructure	1.5%	7%	50% FTSE EPRA/50% S&P Global Infrastructure
Commodities & Natural Resources	1.5%	5%	50% Bloomberg Futures Commodity TR Index/50% S&P Global Natural Resource Index
US Large Cap Equities	7.5%	26%	S&P 500 Index
US Small-Mid Cap Equities	1.0%	6%	66.66% Russell Midcap/33.34% Russell 2000 Index
International Developed Markets Equities	3.5%	20%	MSCI EAFE Index
International Emerging Markets Equities	2.0%	4%	MSCI Emerging Market Index
Total	100%	100%	

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Instructions for Wire Transfer to TPWF Long-Term Account

Receiving Bank: Northern Trust, Chicago, IL

ABA # 071-000-152

For Credit To Northern Trust: #5186011000

For Further Credit to A/C: #44-69800

Receiving Account Name:

Texas Parks and Wildlife Foundation (Tax ID# 74-2602504)

Northern Trust Contact:

Matt Bradford at 602-468-2526 or Matthew.Bradford@ntrs.com

Please notify Texas Parks and Wildlife Foundation (TPWF) at 214.720.1478 or abrown@tpwf.org when making a wire transfer.

Your notification is how we identify your gift when it is received.

TPWF will provide a written confirmation of your donation.

Reporting

01 APR 18 - 30 APR 18

◆ Allocation Schedule - Market Value

	100 Park Project	PLAN TOTALS
Beginning Totals	347,877.89	347,877.89
Balance		
Period Totals	(558.68)	(558.68)
Other Receipts/Disbursements		
Time-Weighted	(279.34)	(279.34)
Other Receipts/Disbursements		
Allocation	347,598.55	347,598.55
Balance		
Percent	100.000000%	100.000000%
Earnings	287.45	287.45
Interest		
Dividends	0.31	0.31
Net Change Accrued Income	61.08	61.08
Unrealized Gain/Loss Change	3,406.32	3,406.32
Realized Gain/Loss	2,042.15	2,042.15
	3,755.16	3,755.16
Ending Totals	361,074.37	361,074.37
Balance		
Percent	100.000000%	100.000000%

The Plan Total reflects the total of underlying plan balances, and may not be equal to the sum of displayed columns.

Although this report has been prepared using information believed to be reliable, it may contain information provided by third parties or derived from third party information, and/or information that may have been obtained from, categorized or otherwise reported based upon client direction. The Northern Trust Company does not guarantee the accuracy, timeliness or completeness of any such information. The information included in this report is intended to assist clients with their financial reporting needs, but you must consult with your accountants, auditors and/or legal counsel to ensure your accounting and financial reporting complies with applicable laws, regulations and accounting guidance. The Northern Trust Company and its affiliates shall have no responsibility for the consequences of investment decisions made in reliance on information contained in this report.

Reporting

01 APR 18 - 30 APR 18

SAMPLE

Page 1 of 1

◆ Transaction List - Market Value

Account	Plan	Entry Date	Description	Transaction Narrative	Amount	Days	Percent	Time-weighted Amount
<i>100 Park Project</i>								
Other Receipts/Disbursements for 100 Park Project								
XX-XXX	100	16 Apr 18	Miscellaneous	PAYMENT TO PARK CARETAKER	(558.68)	15	50.00%	(279.34)
Total Other Receipts/Disbursements for 100 Park Project					(558.68)			(279.34)
Total for 100 Park Project					(558.68)			(279.34)
Grand Total					(558.68)			(279.34)

Although this report has been prepared using information believed to be reliable, it may contain information provided by third parties or derived from third party information, and/or information that may have been obtained from, categorized or otherwise reported based upon client direction. The Northern Trust Company does not guarantee the accuracy, timeliness or completeness of any such information. The information included in this report is intended to assist clients with their financial reporting needs, but you must consult with your accountants, auditors and/or legal counsel to ensure your accounting and financial reporting complies with applicable laws, regulations and accounting guidance. The Northern Trust Company and its affiliates shall have no responsibility for the consequences of investment decisions made in reliance on information contained in this report.

Northern Trust

*Generated by Northern Trust from reviewed periodic data on 03 May 18 B2570

Exhibit D-4 and D-5
Bow & Arrow Conservation Bank Management Plan
(Interim and Long-Term)

MANAGEMENT PLAN
(Interim and Long-Term)

BOW & ARROW CONSERVATION BANK
CHERRY COUNTY, NEBRASKA

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1.0 INTRODUCTION

Wildwood Environmental Credit Company, LLC (Wildwood) has previously developed and currently protects approximately 7,500 acres of American Burying Beetle (ABB), *Nicrophorus americanus* conservation projects in Pittsburg County, OK, which include the Keystone McAlester Conservation Area (KMCA), the American Burying Beetle Conservation Bank (ABBCB), and Catcher Ranch Conservation Bank since 2012. Wildwood proposes to expand conservation efforts to include 485.5 acres located in Cherry County Nebraska, which is adjacent and contiguous to the Valentine National Wildlife Refuge referenced herein as “Bow & Arrow Conservation Bank” (BACB) (*Figure 1*).

For the purpose of this Management Plan, “interim” shall define management activities occurring in the first year (2020), while “long-term” shall define all management activities that will occur after the first year (beginning in 2021), across the BACB.

This Management Plan herein outlines the management of BACB from the period of the Bank Establishment Date throughout the life of the project. The Management Plan sets the habitat management, monitoring, and obligations for BACB detailed in this exhibit of the BACB Conservation Banking Agreement (CBA). The Land Manager, or its designated agents shall implement management activities for the Management Plan within the limits of the annual budget for such activities. Funding for the management activities within the Management Plan will come from the BACB endowment as outlined in Exhibit D-2 of the CBA. Endowment fund analysis and schedule are detailed in Exhibit D-2 of the BACB CBA.

It is anticipated that Wildwood will serve as the Land Manager and implement the Management Plan. The Land Manager will coordinate with the USFWS as necessary to carry out the requirements of the plan. Adaptive management practices developed in coordination with the USFWS and Nebraska Game and Parks Commission (NGPC) following baseline reporting will be implemented. In subsequent years, coordination with USFWS will occur following the receipt of the annual report and/or when the USFWS receives additional information relevant to ABB long-term management.

The Management Plan addresses the following steps outlined in the USFWS’s ABB recovery plan (USFWS 1991) within BACB:

- 1.11 Monitor the population
- 1.23 Explore all measures necessary to provide long-term protection
- 1.31 Develop management strategies for the population
- 4.21 Qualify and quantify vertebrate composition
- 4.24 Evaluate other potential limiting factors
- 4.3 Investigate land use/vertebrate composition trends
- 6.0 Characterize habitat at all known localities
- 8.0 Continue to conduct research into the species’ decline

2.0 PURPOSE AND OBJECTIVES

2.1 PURPOSE

The purpose of this Management Plan is to direct the management of habitats within BACB to maintain or enhance the conservation value of the property for the benefit of the endangered ABB.

2.2 MANAGEMENT GOAL

The goal of this Management Plan is to assess baseline conditions and develop adaptive management strategies that maintain or enhance the resources of BACB for the benefit of the endangered ABB.

2.3 OBJECTIVES

1. Determine the baseline condition of managed resources and establish long-term study sites in 2020.
2. Develop an optimization plan that clearly defines the desired condition of the managed resources to establish planning, implementation, monitoring, and evaluation targets.
3. Monitor the condition of the managed resource and the magnitude of threats in order to develop effective management practices.
4. Diminish direct and indirect impacts that reduce the conservation value of BACB, as practicable.
5. Use adaptive management practices to maintain or enhance the conservation value of BACB, as prudent.

2.4 MEASUREABLE OUTCOMES WITH THE OBJECTIVES ADDRESSED IN ()

The Measurable Outcomes will be communicated in annual reporting. Reports will contain an itemized account of management activities as detailed in the Reporting section (10.0).

1. Complete surveys to determine the baseline condition of managed resources on BACB in 2020. (Objective 1)
2. Use GIS to map existing roads, trails, and other baseline conditions within the first year. (Objective 1)
3. Establish long-term monitoring sites with geo-referenced photographs for each site on BACB in 2020. (Objective 1)
4. Using baseline conditions, define the desired condition of the managed resources to establish planning, implementation, monitoring, and evaluation targets. These will be communicated in the annual report of 2020. These will likely change with adaptive management of the area. (Objective 2)

5. Monitor the condition of the managed resource and the magnitude of threats in order to evaluate effective management practices. Conditions will be compared with the baseline. (Objective 3)
6. Initiate habitat management activities as well as invasive plant and animal control based on results of baseline surveys. (Objective 3)
7. Diminish direct and indirect impacts that reduce the conservation value of BACB resource, as practicable using baseline conditions for comparison. (Objective 4)
8. Define boundaries, add signage and educate visitors to reduce threat from trespass and introduction of exotic species. (Objective 4)
9. Adaptive management practices will be used to maintain or enhance the conservation value of BACB as prudent. (Objectives 2 and 5)
10. Complete required monitoring. (Objectives 1 and 3)

CONSTRAINTS

There are no notable constraints for the management objectives. However, there are threats to the conservation value of the Property. These are addressed in Section 8.0.

3.0 IMPLEMENTATION

This Management Plan is to be implemented on BACB by Wildwood or its designated Land Manager. The designated Land Manager will manage BACB under this Management Plan. Impacts to the ABB associated with monitoring on BACB will be covered under a USFWS Section 10(A)(1)(a) permit under the Endangered Species Act. Management activities that could cause take of ABB will be covered by a Section 7 Biological Opinion, and Incidental Take Statement under the Endangered Species Act.

The type and intensity of management needed to maintain or enhance the conservation value of BACB during the period will depend on the type, extent, location, and condition of habitats and the land uses adjacent to BACB. Only basic management practices may be needed to maintain the conservation value where good land stewardship practices are already in place. Management activities may increase as threats or impacts to the resources increase to help prevent decline of BACB's conservation value within the constraints of the endowment.

4.0 REFERENCE BASELINE DOCUMENTS

Systematic surveys will be completed in the first year to determine baseline conditions. An account of existing vegetative habitats for BACB is documented in the report "Endangered Species Habitat Assessment" (ESHA) as part of the "Biological Resources Survey" (Exhibit G of the BACB CBA). The ESHA contains information on BACB size and location; water resources; and the location and extent of vegetative habitats. The ESHA includes sample photographs of property conditions. Geo-referenced photos will be taken at long-term monitoring sites in the first year to document baseline conditions.

4.1 ENDANGERED SPECIES HABITAT ASSESSMENTS

BACB was initially assessed for its adjacency and connection to the Valentine National Wildlife Refuge at the request of USFWS. The presence of ABBs on BACB was confirmed through surveys in August 2019 using a modified version of the USFWS's (1991) protocol, as described by Bedick et al (2004).

Suitable habitat was delineated using aerial maps and GIS and verified by the onsite ranch manager. An "Endangered Species Habitat Assessment" referenced in the "Biological Resources Survey" (Exhibit H of BACB CBA) further identifies conservation values of BACB.

4.2 HABITAT DOCUMENTATION

Baseline conditions of BACB were documented in 2019. An account of existing vegetative habitats for BACB is documented in the report "Endangered Species Habitat Assessment" (ESHA) as part of the "Biological Resources Survey" (Exhibit H of the BACB CBA). The ESHA contains information on BACB size and location; water resources; and the location and extent of vegetative habitats. The ESHA includes sample photographs of property conditions. Geo-referenced photos will be taken at long-term monitoring sites in 2020 to document baseline conditions. These will be used to compare the condition of the resource through time.

5.0 BEST MANAGEMENT PRACTICES

The Land Manager will develop reasonable written Best Management Practices (BMPs) for known, allowed activities that may reasonably cause an adverse effect on the conservation value of the Property. The Land Manager may rely on established BMPs published by resource agencies. These BMPs will be made available for review by Nebraska's USFWS Field Office and NGPC.

Perpetually Prohibited Uses and Activities.

Any activity on or use of the Property inconsistent with the Conservation Plan or the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited:

- (a) The construction or fabrication of any residential, commercial, recreational, or industrial facility on the Property or any other structure not specifically reserved herein or approved in advance by the USFWS;
- (b) Surface mining or quarrying of soil, sand or other minerals;
- (c) Row crop agriculture of any kind;
- (d) Subdivision of the Property, whether by physical or legal process;
- (e) Erection of commercial, institutional or other similar types of signage;
- (f) Altering the surface or general topography of the Property, or installation of covering surfaces with impervious material; other than as needed to implement the Conservation Plan;

- (g) Any dumping or accumulation of any kind of trash, ashes, refuse, waste, bio-solids or hazardous waste on the Property or any placement of bulk soil on the Property that could contaminate surface waters or that would be inconsistent with the Conservation Plan;
- (h) Installation of new electrical power lines unless such installation is carried out on a small scale by existing mineral interest or easement holders in support of their surface rights. If any lawfully constructed utility line is installed on or through the Property by such a mineral interest or easement holder, Grantor shall use its best efforts to persuade the party to restore the physical features of the Property to their general pre-disturbance condition within one year from the initial date of disturbance;
- (i) Erection of electrical generating windmills or solar arrays;
- (j) Construction of confined animal feeding lots or operations;
- (k) Recreational facilities, resort structures, golf courses, sports fields, or other public or commercial facilities. However, passive recreational uses may be carried out on the Property by the landowner or its invitees, so long as those uses do not conflict with the Conservation Plan and do not entail the creation of new horseback or bike trails on the Property;
- (l) Selling or transferring any easement, right of way or other encumbrance on the Property to a third party, other than as approved in advance by the Grantee and the USFWS;
- (m) Use of off-road vehicles and use of any other motorized vehicles except on existing vehicle trails, except for the purpose of implementing the Conservation Plan, conducting research in accordance with the Conservation Plan and any USFWS authorizations for such research, or for acceptable agricultural uses;
- (n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required for maintenance of grassland health (i.e., invasive woody species), (ii) fire breaks, (iii) maintenance of existing foot trails or roads, or (iv) ABB habitat management as provided for in the Conservation Plan;
- (o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws or regulations;
- (p) Manipulating, impounding, polluting or altering any natural water course, on the Property, except for alterations for the purpose of implementing the Conservation Plan;
- (q) Planting, introduction or active dispersal on non-native or exotic plant or animal species; or
- (r) Unseasonable watering activities, or such use of pesticides, biocides, herbicides or other agricultural chemicals that is not authorized by the Conservation Plan and could interfere with the purposes of this Easement, recognizing that the use of such chemicals may be either required by the Conservation Plan or may be otherwise justifiable from an ecological perspective, such as the use of USFWS approved chemical application techniques for control of invasive species of plants.

Grantor further understands that the above list is not exclusive. Grantor further recognizes that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

Reserved Rights

Grantor reserves to himself, and to his personal representative, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein, are consistent with the Conservation Plan, and are not inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing passive recreation such as low-impact hiking, jogging, non-motorized trail bike and horseback riding, hunting, bird-watching, approved agricultural activities and camping on the Property is expressly reserved to the Grantor and his assigns. Grantor may conduct activities on BACB as may be approved by the USFWS for ABB conservation.

6.0 MANAGEMENT ACTIVITIES

Management Plan activities shall address the appropriate Measurable Outcomes (Section 2.4) and adhere to the habitat management activities described herein for the entire property. Measurable outcomes can be classified into two types of management activities 1) monitoring to establish baseline conditions and 2) habitat improvement. Each of these management activities is described below.

6.1 MONITORING

Monitoring is the first step in the adaptive management process. Monitoring is necessary to document changes from baseline conditions at BACB and verify the long-term integrity of the habitat. During the interim period, long-term monitoring sites will be established and mapped. Long-term monitoring sites will be distributed across BACB to ensure adequate coverage is obtained for long-term biological and habitat monitoring. These monitoring sites or a subset will be used in common for biological monitoring and habitat monitoring as appropriate for the subject of study.

6.1.1 BIOLOGICAL MONITORING

Biological monitoring will be used to determine baseline conditions during the interim period. Additional biological monitoring would continue along a timeline as proposed in *Table 1*. The timeline may be adjusted to evaluate management activities and or support research that benefits the ABB as noted in this Management Plan. Monitoring protocols will be selected and implemented with the knowledge that these will be long-term studies. Monitoring will occur at long-term monitoring sites established as appropriate for the subject of study. Alternative monitoring methods may be used in the future provided that such methods are approved by the USFWS and NGPC in advance, are sufficient to achieve the management goals, result in data comparable with previous protocols, and be justified. Monitoring will be completed by individuals with the appropriate state and federal permits.

AMERICAN BURYING BEETLES

American burying beetles will be monitored twice per year (June and August) at two long-term monitoring sites for the first three years and then annually in August thereafter on BACB (*Figure 3*) according to USFWS protocols to determine if the property meets a beetle density average of 0.37 beetles per trap night (USFWS 2014). Long-term datasets will be used to calculate the abundance of ABBs on the Property, and also will evaluate the effects of land management activities on ABB abundance and inform adaptive management techniques for the long-term management. If the beetle density falls below the baseline, then measures may be taken to help bolster abundance. For example, reproduction may be

supplemented by trapping ABBs and placing a male and female on a carcass protected from scavengers or other competitors. This has been shown to increase carcass burial rate and the number of larval broods six-fold (Smith 2009). Vertebrate scavengers may be reduced through hunting or trapping. These actions would be in coordination with USFWS and NGPC. Monitoring will occur at the same time, early in the ABB active season in order to provide time to conduct any supplemental actions. Carcass seeding is not recommended as it may attract scavengers or other competitors and may result in the direct mortality of ABBs (Jurzenski and Hoback 2011).

SMALL MAMMALS

Survey objectives are to 1) Assess baseline small mammal community composition and relative abundance within the three delineated major vegetation cover types (sandhill native prairie, hayed wet meadow, and wet meadow) (*Figure 3*); 2) Evaluate small mammal community composition and trends in relative abundance in response to habitat management activities; and 3) Correlate small mammal composition and trends in relative abundance to ABB relative abundance based on cover types and/or pooled across the property.

Small mammal surveys will occur at five permanent transects annually for the first three years then every three years following. Small mammal surveys will be conducted using a combination of Museum Special snap traps and Victor rat snap traps to obtain an index of abundance and species composition on BACB. Five 285-meter permanent sampling transects will be established across the property proportionally within each dominant landcover type (2 in sandhill native prairie, 2 in hayed wet meadow, and 1 in wet meadow) (*Figure 4*). Traps will be placed at 20 stations, 15 meters apart, each station containing two traps (one Museum Special and one Victor rat) within a two-meter radius of point for a total of 40 traps. Each transect will be trapped for a minimum of three consecutive nights following ABB survey efforts. Where possible traps will be placed in areas of fresh sign (runways, scat, burrows, or clippings).

Small mammal traps will be baited with peanut butter or a mixture of peanut butter and rolled oats. Traps will be checked once per day in early morning and rebaited as necessary. All individuals will be identified to species, sexed, reproductive condition noted, and weighed to determine size ranges present. Voucher specimens in good condition may be deposited at university or state sponsored museum collections.

6.1.2 HABITAT MONITORING

Habitat monitoring objectives are to 1) Assess baseline ABB habitat conditions within three delineated major vegetation cover types (sandhill native prairie, hayed wet meadow, and wet meadow) (*Figure 3*) and 2) Evaluate changes in habitat conditions over time in response to habitat management activities.

Habitat within BACB will be monitored in the first three years along the same monitoring transects used for small mammals to establish baseline conditions (*Figure 4*). Subsequent monitoring will occur along the long-term timeline noted in *Table 1*. Sampling points will be established along each transect in dominant landcover types, every 30 meters for a total of 10 points per transect. One randomly placed 1-m² plot at each sampling point will be used to collect the following data: 1) relative percent ground coverage (herbaceous, woody, and litter), 2) five most abundant herbaceous and woody ground coverage species, and 3) relative percent cover of invasive and exotic flora. The monitoring interval is expected to increase as the habitat is restored as noted in the Management Plan. Vegetation cover will be reported in GIS format (latitude / longitude in decimal degrees and shapefiles). Changes in habitat conditions and ecological structure of BACB will also be documented by establishing permanent photographic monitoring locations at the beginning and end of each long-term monitoring transect.

In addition to habitat monitoring along transects in dominant landcover types, a concerted effort to locate invasive or exotic flora will occur annually during our all of the management activities. All invasive or exotic flora detected will be GPSed and mitigated following procedures outlined in Sections 7.3.1 and 8.2 of this document.

Alternative habitat monitoring methods may be used in the future provided that such methods are sufficient to achieve the management goals, result in data comparable with previous protocols, and be justified.

7.0 HABITAT MANAGEMENT

7.1 SUITABLE HABITAT

No critical habitat has been established for the ABB by the USFWS. Identifying the specific habitat requirements of ABBs has been difficult because of its unusual life history and ecology. Researchers have been able to lure ABBs into a variety of native vegetative habitats during survey efforts. ABBs can utilize either forests or grasslands and gradients between. ABBs are mobile and individual beetles have been documented to move between habitats and travel nightly. Given the known distributions of ABBs in the varied ecoregions of Nebraska, Oklahoma, and Rhode Island, it is apparent that ABBs do not have specific habitat requirements that are consistent across its entire known range and that ABBs have a wider niche than many other similar species (Jurzenski 2012). At best, we know what habitats ABBs avoid. This includes permanent waters, impervious surfaces, row crops, or areas with bare ground (USFWS 2012a).

The USFWS 5-year ABB review, and citations within (USFWS 2008), notes that the limiting factors for the ABB are not necessarily the shortage of suitable habitat but the lack of suitable sized carrion, the abundance of competitors for carrion (vertebrate and invertebrate), and presence of suitable soil for carcass burial. ABBs utilize a variety of native vegetative habitats. The designation of “suitable habitat” in this Management Plan will focus on native vegetative habitats that maintain or increase small mammal abundance and diversity which would provide suitable sized carrion for ABBs. The area should be managed as a mosaic of native vegetation with upland sandhill areas and riparian meadows to maximize the diversity and abundance of small mammals. In Nebraska, overwintering mortality is estimated to be as high as 60% and a closely-related species has been observed to follow the frost-line. ABB were found to be correlated with winter temperatures by Leasure and Hoback (2017) and assessing frostline and soil temperatures are likely important to ABB survival.

7.2 HABITAT MANAGEMENT STANDARDS

Management activities should be designed to maintain or enhance suitable habitat to increase small mammal abundance and diversity which will provide suitable sized carrion for ABBs. Since the long-term maintenance of suitable habitat requires periodic disturbance on a rotational basis, it is expected that the short-term condition of vegetation at any one site may not always be representative of suitable habitat. Management of suitable habitat should be designed to promote a mosaic of native vegetation with upland sandhill areas and riparian meadows to maximize the diversity and abundance of small mammals and avoid treatments causing unsuitable habitat conditions when possible.

Winter cattle grazing will be the habitat management tool of choice to promote a mosaic of native vegetation with upland sandhill areas and riparian meadows to maintain the diversity and abundance of small mammals which would provide suitable sized carrion for ABBs.

7.3 HABITAT MANAGEMENT ACTIVITIES

Management activities should include measures that maintain or enhance suitable habitat. Basic habitat management will include periodic use of selective mechanical treatments, chemical treatments, or cattle grazing to encourage vegetative diversity and therefore increase the abundance of small mammals. The Land Manager will determine whether and what type of active, adaptive management may be needed to maintain suitable habitat. The Land Manager will make such determinations in coordination with the USFWS and NGPC on the basis of information collected from management practices and advancing research.

At a minimum, management of suitable habitat within the Property will consider the following measures:

- Conduct vegetation management practices outside of the ABB's active season (October - May) when practicable.
- Limit vegetation management activities to those appropriate for maintaining or enhancing suitable habitat.
- Avoid impacting more than 40% of such habitat in a single year.
- To the extent practicable, select management tools that minimize the disturbance, removal, or compaction of topsoil in the area. These practices may include, but are not limited to those that utilize hand tools instead of heavy equipment. If it is necessary to use heavy equipment, choose equipment to minimize impacts.
- Revegetate areas as soon as possible to reduce erosion.

7.3.1 CHEMICAL TREATMENTS

Chemical treatments may be used to control non-native or exotic vegetative threats. If invasive and non-native flora are detected within the project area, USFWS approved chemicals and application methods will be employed.

7.3.2 REVEGETATION

Native plants will be used as a conservation measure in the restoration of disturbed areas to stabilize any areas of erosion and during habitat restoration projects. The seed mix in disturbed areas would be based on recommendations from the Natural Resource Conservation Service and/or Nebraska Game and Parks Commission and the availability of seed at the time. The seeding method used will be determined based on weather conditions, topography and soil type. Seed will be planted at depths consistent with local or regional agricultural practices. The conversion of open areas (such as Right-of-Way) to native vegetation would use disking and application of approved chemicals. Vegetation management practices would occur outside of the ABB's active season (October - May) when practicable. If vegetation management practices are required during the active season, the USFWS will be contacted prior to implementation, unless already written into USFWS approved plans.

8.0 MANAGEMENT OF THREATS

Management should address threats to the conservation resources including each of the applicable threat categories listed below. Other threat categories may need to be addressed if other conditions are found to be adversely impacting conservation values. The Land Manager will use the adaptive management process to determine whether and what types of management practices are necessary to reasonably minimize the potential impacts of identified threats to the conservation resources in consultation with the USFWS.

8.1 PROBLEM ANIMALS

A variety of exotic, invasive, feral, and/or nuisance animal species have the potential to negatively impact the conservation values of the Property. These problem animal species may pose a threat to the conservation resources via competition for carrion resources, predation on ABBs, or by causing damage to habitats. Problem animals may include (but are not limited to) the species addressed below. If other species become a threat to the banked resources, they should also be addressed as part of the adaptive management process.

8.1.1 VERTEBRATE SCAVENGERS

Vertebrate scavengers such as opossums (*Didelphis virginiana*), skunks (*Mephitis mephitis*), coyotes, (*Canis latrans*), turkey vultures (*Cathartes aura*) and crows (*Corvus brachyrhynchos*) compete with ABBs for carrion. Direct predation of vertebrates on ABBs has been documented. Many of these species use roads and other corridors to hunt carrion efficiently. The removal of one vertebrate scavenger species may cause others to increase in its place, though may be considered as a conservation measure with USFWS and NGPC approval.

Management should control populations of scavengers by encouraging their predators and maintaining or reducing current levels of permanent fragmentation such as roads. Vertebrate scavengers will be discouraged by limiting fragmentation which they use to road hunt. The predators of vertebrate scavengers will be encouraged by providing diverse habitats and discouraging hunting of predators. It is anticipated that these actions will keep vertebrate scavenger densities in check. It is important that feral or farm dogs and feral cats also be limited in these areas.

In the event scavenger presence appears to be of concern and ABB survey results indicate the population is declining, then vertebrate scavengers may be reduced through hunting or trapping with approval of USFWS, NGPC, and/or the BACB management team. Research funds may be attained to study the effects of vertebrate scavenger removal on ABBs under such circumstances.

8.1.2 FERAL HOGS

Feral hogs (*Sus scrofa*) are domestic pigs that have reverted to a wild condition. These animals are prolific and eat a wide variety of plant and animal material. Feral hogs are a threat to native landscapes primarily due to their rooting habits that destabilize soil and uproot young plants.

Although feral hogs have not been documenting in Cherry County, Nebraska, the Nebraska Game and Parks Commission has confirmed the presence of feral hogs in four counties (Harlan, Valley, Nance, and Seward); however, no populations of feral hogs are currently known to exist within the state. Therefore, the Land Manager or designee will be vigilant during all on-the-ground activities to ensure feral hogs do

not get established. In the event feral hogs are detected they will be hunted or removed using non-attracting removal techniques with the intent of eradication.

8.2 PROBLEM VEGETATION

Non-native or invasive plants have the potential to reduce the conservation value of BACB. Any known or reasonably likely threats to the conservation resources from non-native or invasive vegetation should be considered. Management during the interim period will focus on identifying baseline conditions and minimizing the impact of threats as part of the Habitat Monitoring (Section 6.1.2). Management tools may include selective mechanical treatments, chemical treatments, or prescribed burning.

Where non-native or invasive plants have become well-established, control or eradication of these species may become difficult or impossible. Therefore, the use of non-native or invasive vegetation will not be used in plantings. Individual non-native or invasive vegetation will be removed upon detection with selective mechanical or chemical means.

8.3 VEGETATION MANAGEMENT

Cattle grazing and haying are recognized in Habitat Management Activity (7.3) and will be conducted over the entire property each year. Cattle will be grazed at stocking rates that do not cause bare ground; however, during ABB breeding season (June and July), stocking rates will be limited to 0.75 of the recommended Animal Unit Months (AUM) and rotational grazing will be used to ensure that bare areas are not created during this time period. For periods from August 31 until May 31, grazing will not exceed recommended AUMs for the Sandhills. Riparian meadows will be hayed a maximum of one time per year in August, or September, as practicable.

Prescribed fire is a recognized land management tool, but uncontrolled wildfires can threaten human safety and the conservation values of the Property. The use and control of fire on the property must first and foremost protect human health and safety. Guarding habitats from catastrophic wildfire is also a major consideration. Management activities should consider strategies for prevention and control of wildfires and the use of prescribed fire as a management tool.

8.4 WILDFIRE CONTROL

- Ensuring human safety and limiting property damage are the foremost priorities when controlling wildfires. Where possible, wildfire control should seek to minimize damages and limit the catastrophic loss of habitats. The following actions should be taken to minimize impacts:
- Provide the local fire department with a map of the Property that clearly delineates gate/gap locations and accessible roads. Include on the map directions to the property, owner contact information, and Land Manager information.
- Fire line width should be kept to the minimum necessary to stop the spread of a fire, using natural barriers or existing linear clearings (e.g. roads) where possible to avoid the unnecessary fragmentation of habitats.
- The use of low-impact fire control tools is preferred when the use of such tools is safe and feasible.

- During fire line construction and mop-up, tree felling should be minimized when feasible unless in an area designated for selective harvest. Minimization of soil disturbance during mop-up is recommended.
- Avoid using temporary fire lines as travel corridors whenever possible to minimize soil compaction and facilitate restoration of the habitat.
- If the conservation values of the Property are damaged by catastrophic wildfire, adaptive management measures may be implemented as practical within the limits of funding using the best available information to restore the conservation values of the damaged landscapes.

8.5 TRESPASS

- Trespass is likely to be infrequent with adequate safeguards. The Land Manager should assess any degradation or potential degradation of the conservation values associated with trespass. Such degradation may include, but is not limited to, removal or destruction of vegetation, soil compaction, or actions constituting “harm” to an endangered or threatened species under provisions of the Endangered Species Act.
- Marking boundaries, notification and monitoring are the best safeguards of access and deterrence to trespass. The following considerations should help the Land Manager protect against and respond to trespass:
 - Procedures for documenting, reporting, and evaluating responses to incidences of trespass should be established as part of the adaptive management process.
 - Responses to trespass may require involvement of the County Sheriff or local police. The Land Manager and owner shall retain the discretion of when to notify local authorities of trespass.
 - Where “harm” may occur to ABBs, the Land Manager should notify and consult with USFWS and NGPC promptly.
 - Remedies to, and restoration of, routine or harmful trespass should be coordinated with the owner and USFWS and NGPC as appropriate.
 - If signage is to be used, the Land Manager will coordinate with the owner and USFWS and NGPC as to what information should be included on the signage. The Land Manager shall maintain such signage as needed.
 - The need for perimeter enhancement, fencing or barriers should be evaluated on a case-by-case basis. Costs for implementing and maintaining such should be borne by or recovered from the violator causing the need, if possible.

8.6 MINERAL MANAGEMENT PLAN (MMP)

Valuable mineral resources, including oil and gas, may exist under BACB and subsurface rights to such mineral resources may be owned, in whole or part, by others. Recognizing that surface landowners in the State of Nebraska cannot wholly control a mineral owner's access to those minerals' the Sponsor and/or Land Owner shall take all reasonable steps to develop a Surface Use Plan (SUP) with the mineral owner(s) or their Lessee's prior to the initiation of any mineral exploration, production, or transportation

activities. The SUP shall include a list of the current surface ownership and the name of the mineral owner(s) and/or their Lessee who plan to use a portion of the surface to develop their mineral interests, a description of anticipated activities including resultant short- and long-term impacts on ABB habitat and ecosystem functions and values, and a set of USFWS guidelines and best management practices to minimize the adverse impacts. The Sponsor shall, whenever practicable, work with the mineral owner(s) and/or their Lessee to develop easements and other surface use agreements that are consistent with the SUP and this MMP.

Although the Land Manager and/or Land Owner cannot dictate subsurface actions, they will take all steps practicable to avoid, minimize, mitigate and restore surface damages. This includes all surface activities on existing or future, agreements for easements and Right-Of-Ways (ROW). Any future major transmission lines on the property shall require a Section 7 or 10 Permit for future activities. Easements covering these pipelines shall require the pipeline operator to restore the surface and to pay for any future damages caused by operations or maintenance of the pipelines.

The exploration, production and transportation of subsurface mineral resources beneath BACB is acceptable provided:

- If the non-credited areas and access roads are unacceptable to the mineral rights holder, the sponsor will work with the mineral rights holder and adjacent landowners to reach a mutually agreeable drilling site and access route to minimize any adverse effects to the ABB.
- All activities must be conducted in a manner that minimizes adverse environmental impacts.
- All activities shall comply with applicable regulatory requirements including those under Sections 7 and 10 of the Endangered Species Act.
- Ground-disturbing activities and surface alterations are minimized to the maximum extent practicable.
- Reasonable and appropriate compensatory mitigation is achieved.
- For ABB acreage impacted by activities within the conservation bank, the appropriate number of ABB Credits, determined by an assessment of the impacted acreages, will be deducted from the Bank's ledger. If sufficient unused credits are not available, the USFWS will require the permit applicant to provide other appropriate compensatory mitigation.
- All impacted areas must be restored to pre-existing conditions as soon as practicable following impactful activities.

8.7 MONITORING ACTIVITY TIMELINE

Table 1. The monitoring activity timeline proposed for BACB.

TASK	2020	FIRST 3 YEARS	EVERY 3 YEARS	EVERY 5 YEARS	EVERY 10 YEARS	ANNUAL
ABB Monitoring						
Mammal Monitoring						
Habitat Monitoring						
Non-native or Invasive Vegetation Monitoring						

8.8 COMBINATION OF EFFORTS

Combining biological and habitat condition monitoring points is strongly encouraged so both efforts can be accomplished simultaneously where appropriate. During monitoring activities, the Land Manager will conduct threats monitoring over habitats as part of the combined effort. For example, all monitoring efforts should simultaneously look for non-native and invasive species threats and report any occurrences.

9.0 REPORTING

A management report for BACB will be submitted annually to the Tulsa, OK and Wood River, NE offices of the USFWS by January 31st of the following year. The report will contain:

1. An itemized account of the management tasks conducted during the reporting period in accordance with the Management Plan including
 - a. The time period covered, i.e. the dates “from” and “to”;
 - b. A description of each management task conducted, the dollar amount expended and time required. This will include, but is not limited to: restoration and management activities and approximate acreage subject to such activities, chemical treatments, revegetation, grazing and or haying; and listing of important habitat parameters, including herbaceous cover, woody cover if applicable, and invasive species information.
 - c. The total dollar amount expended for management tasks conducted during the reporting period.
2. Population trends, if known.
3. Other listed species encountered.
4. Date stamped photo documentation of habitat management activities.
5. Recommended modifications to the Management Plan via the adaptive management process.

In addition, the USFWS, along with the Land Manager, ABB researcher(s), NGPC, and designated representatives of the BACB will be invited to visit the property at least one time over 2 years to inspect the progress of the conservation activities, preferably after the annual report is received.

10.0 ADAPTIVE MANAGEMENT PROCESS

The adaptive management process identifies that protection and management practices are often implemented, by necessity, with imperfect knowledge. Identification of this uncertainty allows for the development of approaches that increasingly improve knowledge and therefore management of the conservation resources. The management process for the Property is an adaptive process involving the following general steps:

- Document baseline species and habitat conditions to provide the basic information needed for informed management and monitoring decisions.
- Evaluate threats to the resources and plan appropriate management strategies and practices to eliminate or minimize such threats to the extent practicable.
- Implement appropriate management activities.
- Monitor to track the results of management practices or strategies and identify trends in populations and habitat conditions.
- Evaluate if the management program successfully maintained the conservation values of the resources.
- Monitoring data feed back into updated baseline evaluations and the cycle repeats.

The Management Plan will be adaptive and change as necessary. Monitoring data and any available and relevant research or other similar information will be used to update baseline evaluations and the Management Plan. The Management Plan will be developed for a 15-year period and re-evaluated every five years by the BACB Beetle Management Team consisting of the Land Manager, ABB researcher(s), and designated representatives of the Property; US Fish and Wildlife Service; and Nebraska Game and Parks Commission. More frequent updates may be completed as appropriate.

11.0 ACTIVITIES CONSISTENT WITH MANAGEMENT ENDOWMENT

The scale and/or practicability of all activities recommended or required by this Management Plan, without limitation, will be limited to those which are feasible by the available funds under the management endowment. Under no circumstances shall activities, not provided in this Management Plan, be required if the cost of those activities would exceed the available funding from the annual endowment budget.

12.0 NO LIMITATION ON ACTIVITIES GREATER THAN MINIMUM REQUIREMENTS

Nothing in this Management Plan is intended to prohibit additional conservation practices by the owner that are otherwise consistent with accepted best practices for management and improvement of ABB suitable habitat. Furthermore, nothing in this Management Plan is intended to prohibit the owner from seeking grants and third-party funding to augment the available annual management funds to pursue research, land management goals and enhancement practices beyond those specified here.

13.0 REFERENCES

- Jurzenski, J. 2012. Factors affecting the distribution and survival of endangered American burying beetles, *Nicrophorus americanus* Olivier. Dissertation. 266 pp. <http://digitalcommons.unl.edu/entomologydiss/20>.
- Jurzenski J. and W.W. Hoback. 2011. Opossums and leopard frogs consume the federally endangered American burying beetle (Coleoptera: Silphidae). *The Coleopterists Bulletin*. 65: 88-90.
- Smith, A. D. F. 2009. Final report on the impacts of habitat and carcass availability on reproductive success of *Nicrophorus americanus* and Cherokee Wildlife Management Area, Cherokee County, Oklahoma. 36 pp.
- (USFWS) U.S. Fish and Wildlife Service. 1991. American burying beetle (*Nicrophorus americanus*) recovery plan. West Kingston, RI, USA. 81 pp.
- (USFWS) U.S. Fish and Wildlife Service. 2008. American burying beetle (*Nicrophorus americanus*) 5 year review: summary and evaluation. Newton Corner, MA, USA. 45 pp.
- (USFWS) U.S. Fish and Wildlife Service. 2012a. Draft guidelines for the establishment, management, and operation of American burying beetle conservation ABBCBs. Tulsa, OK, USA. 10 pp.
- (USFWS) U.S. Fish and Wildlife Service. 2014. American burying beetle Conservation Strategy For the Establishment, Management, and Operations of Mitigation Lands updated 5/21/2014. Tulsa, OK, USA. 30 pp.

APPENDIX A

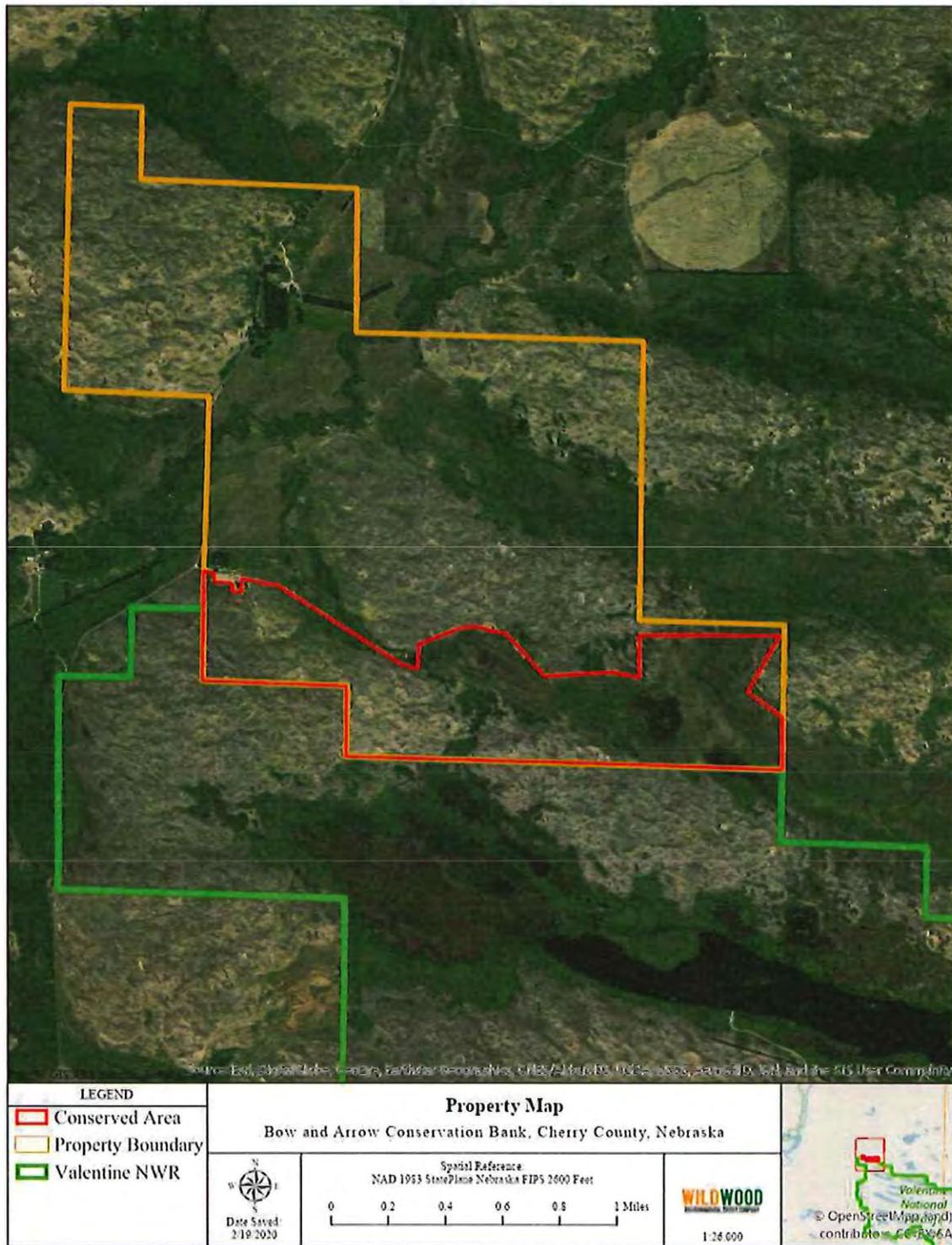


Figure 1. Bow and Arrow Conservation Bank property map, Cherry County, Nebraska.

Bow & Arrow Conservation Bank

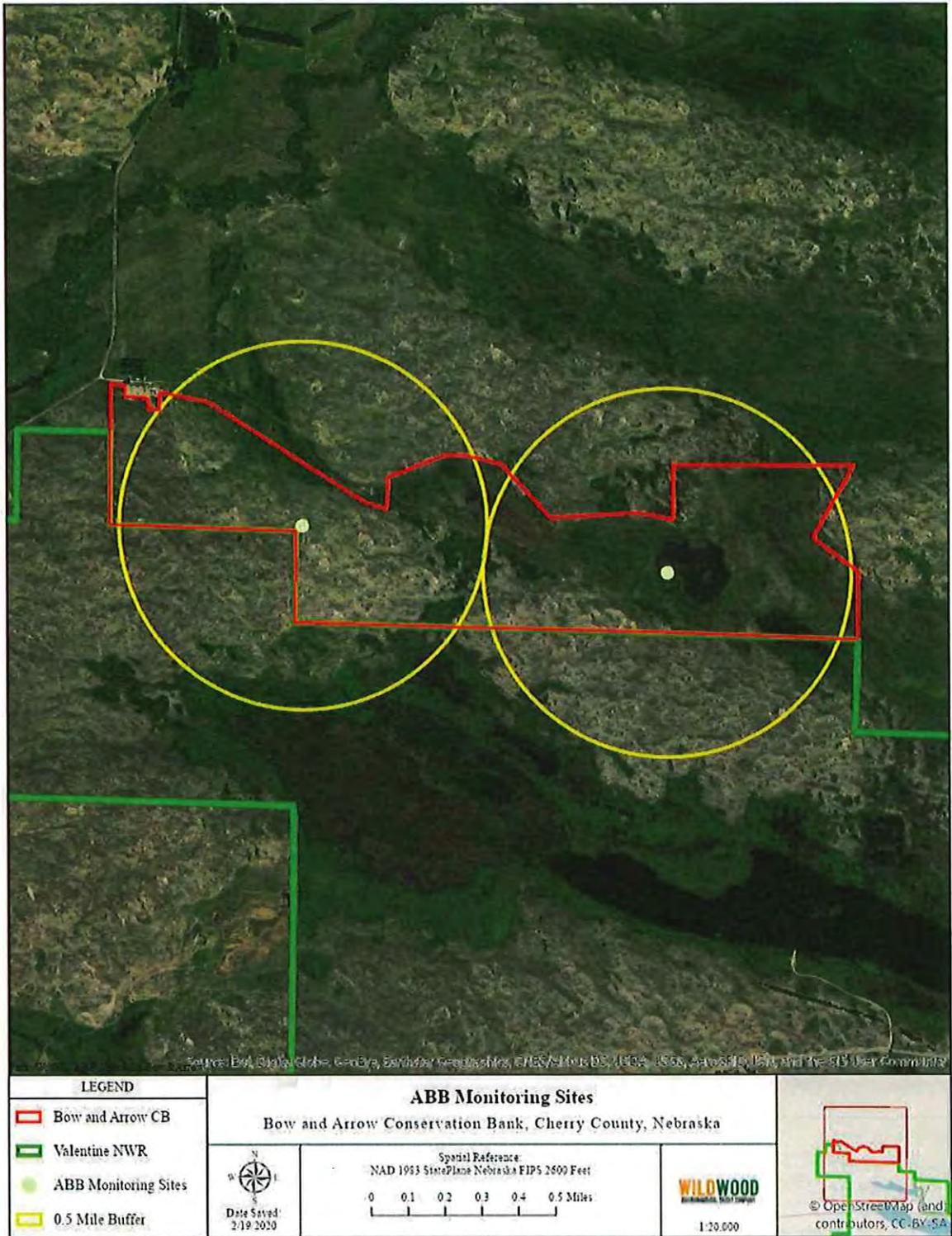


Figure 2. Bow and Arrow Conservation Bank boundary with approximate locations of proposed long-term ABB monitoring sites.

Bow & Arrow Conservation Bank

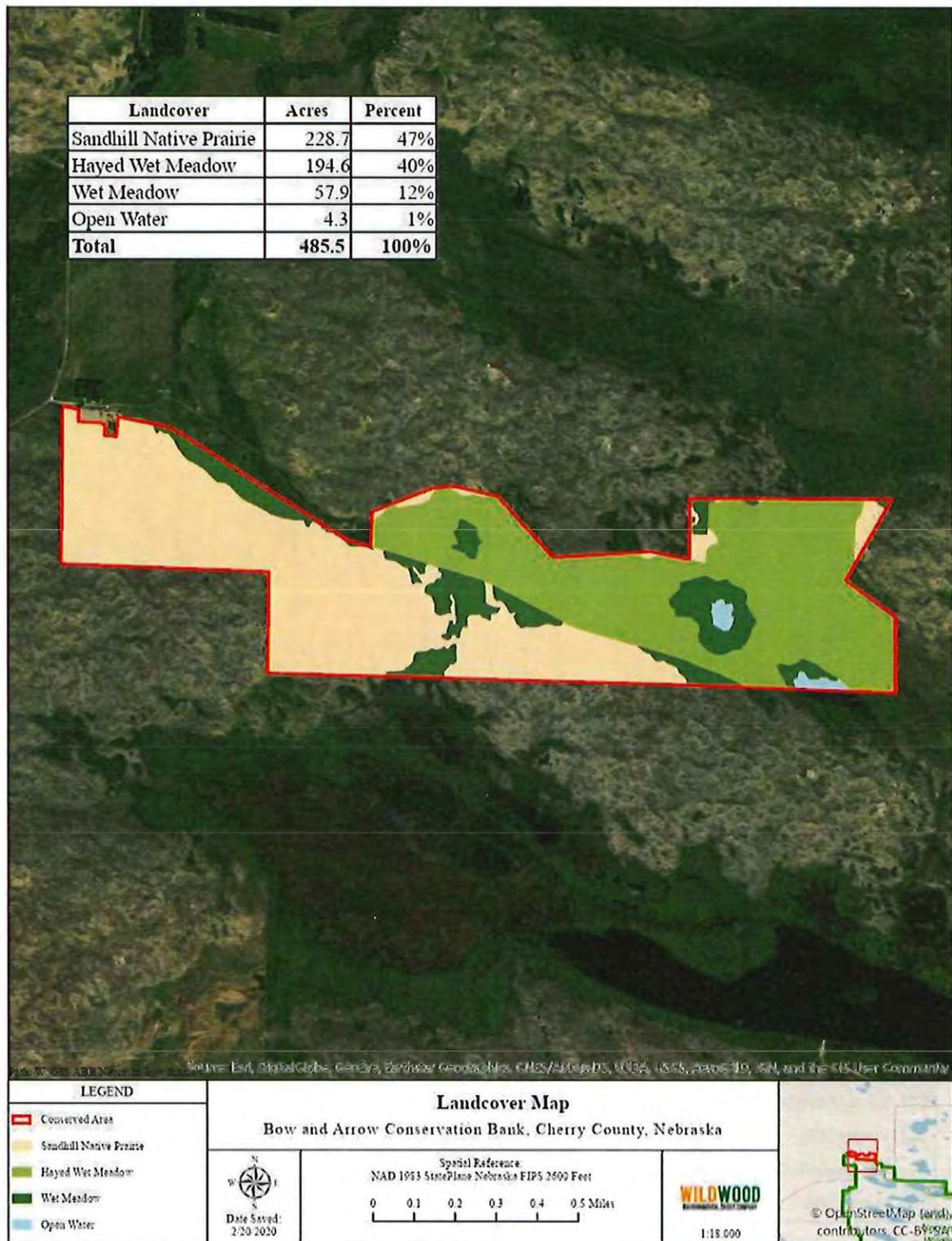


Figure 3. Landcover types delineated within BACB.

Bow & Arrow Conservation Bank

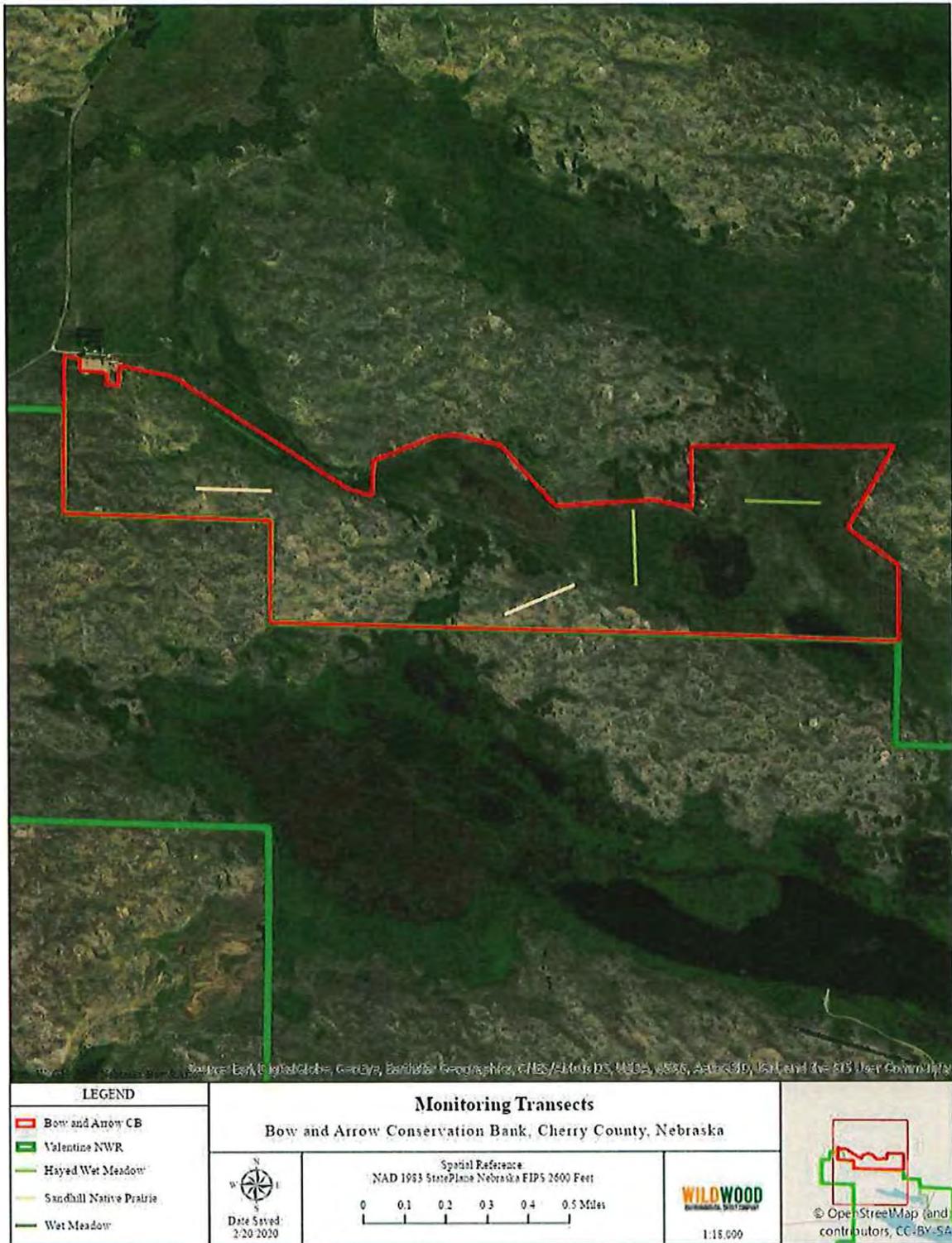


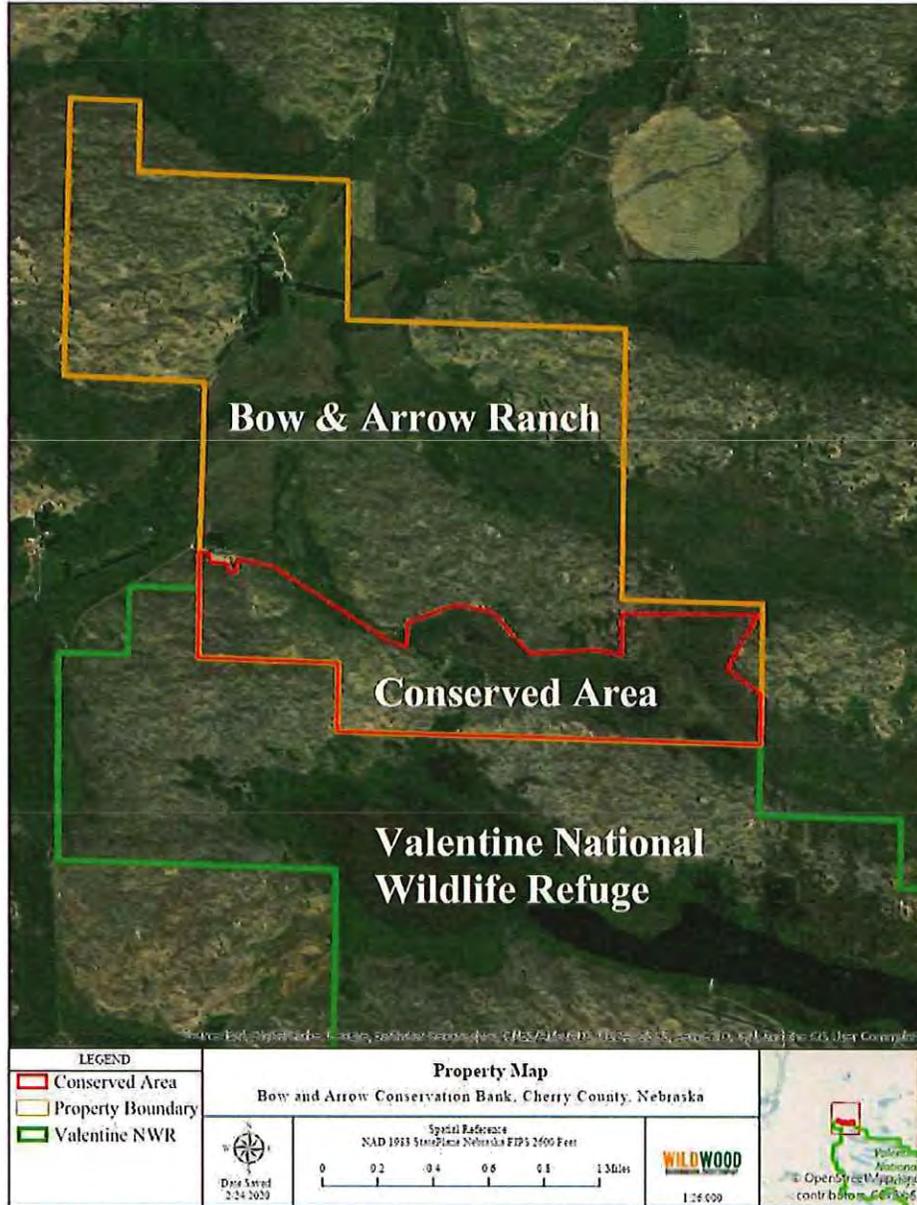
Figure 4. Bow and Arrow Conservation Bank boundary with approximate locations of proposed long-term small mammal monitoring transects.

Bow & Arrow Conservation Bank

Exhibit H
Biological Resource Assessment
Bow & Arrow Conservation Bank

BIOLOGICAL RESOURCES ASSESSMENT

BOW & ARROW CONSERVATION BANK CHERRY COUNTY NEBRASKA



1.0 INTRODUCTION

Wildwood Environmental Credit Company, LLC (Wildwood) has previously developed and currently protects approximately 7,500 acres of American Burying Beetle (ABB), *Nicrophorus americanus* conservation projects in Pittsburg County, OK, which include the Keystone McAlester Conservation Area (KMCA 2012), the American Burying Beetle Conservation Bank (ABBCB 2014), and Catcher Ranch Conservation Bank (CRCB 2018).

Bow & Arrow Conservation Bank (BACB) is a 485.5-acre proposed conservation bank for the federally endangered ABB. BACB is approximately 20 miles southeast of Valentine, Nebraska in Cherry County. The conserved area is situated directly adjacent and contiguous to the Valentine National Wildlife Refuge. Wildwood will be the sponsor and the land manager for this project. BACB meets or exceeds the requirements for an ABB conservation bank as outlined by the U.S. Fish and Wildlife Service (USFWS) (USFWS 2019). The bank consists of 485.5 contiguous acres with 99% suitable ABB habitat across the site.

Trapping for presence/absence of ABB was conducted on the BACB. A total of 7 traps were set and monitored for between 4 and 5 days. Of these traps, six caught at least one ABB and a total of 15 ABB were caught once and one ABB was recaptured. Seven ABB were senescent and 8 were teneral. There were 8 males and 7 females and the average pronotal width was 10 mm. The trapping area has prime ABB habitat with sub-irrigated wet meadows containing high diversity native plants surrounded by Sandhills. There are few houses and roads in the area and the main land use is haying which was underway during sampling. The record rainfall and flooding in Nebraska likely impacted ABB in the area with flooding of brood chambers as was observed in other parts of the Sandhills and may explain the low observed numbers of tenerals during sampling that began August 7.

2.0 LIFE HISTORY

The ABB is a member of the carrion beetle family Silphidae, an important group of detritivores that recycle decaying materials into the ecosystem. The ABB is the largest carrion-feeding insect in North America, reaching a length of about 4 centimeters and a weight of up to 3 grams. Although it has historically been recorded from at least 150 counties in 35 states in the eastern and central United States, it declined from the 1920s to the 1960s and is currently only found at the peripheries of its former range. In 1983 the ABB was included as an endangered species in the Invertebrate Red Book published by the International Union for the Conservation of Nature. In the United States, it was placed on the state and federal endangered species lists in August, 1989. The causes for the decline of this species are complex and remain largely unresolved.

Like other carrion beetles, ABB search the environment for fresh carcasses which they use for feeding and rearing of offspring. Because carrion is typically a limited resource, the discovery of a carcass often occurs within two days, but has been reported to occur as quickly as 35 minutes post death (Milne and Milne 1976). Usually, multiple individuals comprising several species discover the carcass. As the beetles arrive at the carcass a fierce competition erupts. This competition can lead to damage to beetles including loss of legs, antennae, and even mortality (Bedick et al. 1999).

If the carcass is fresh and is of appropriate size, competition ensues until there is only a single beetle pair occupying the carcass. This pair is generally the largest individuals of the largest species that discovered the carcass with the other beetles either being driven away or killed by the victorious pair (Wilson and Fudge 1984). The victorious pair will then work cooperatively to quickly entomb the acquired carcass.

This behavior seems to have evolved out of necessity to remove the carcass from the realm of discovery by other invertebrate necrophores, such as flies, as well as from vertebrate scavengers.

After finding a suitable burial locality up to a meter from where the carcass was discovered, the parental beetles will begin plowing under the carcass, creating a compacted depression that will become the final resting place for the carcass. As the carcass falls into the depression through the action of gravity, it is forced into a tight ball by the beetles. The carcass is further molded into a tight ball as the beetles move over the carcass and remove the fur or feathers (Milne and Milne 1976). As they prepare the carcass to use as a larval food source, they coat it with oral and anal secretions which prevent microbes from establishing on the carcass.

Considering the broad geographic range formerly occupied by the ABB, it is unlikely that vegetation or soil type were historically limiting. Habitats in Nebraska where these beetles recently have been found consist of grassland prairie, forest edge and scrubland. Unlike other members of the *Nicrophorus* genus, no strong correlation with soil type or land use seems to exist (Bishop et al. 2002; Jurzenski et al. 2014). Within its remaining range in Nebraska, there is a large population (>500 individuals) in the southern loess hills (Bedick et al. 1999, Peyton 2003) and another large population in northern Nebraska and southern South Dakota (Jurzenski et al. 2013).

3.0 ENDANGERED STATUS

Work on the ABB has been carried out since it was listed as endangered in 1989 but there remains much speculation as to the proximate cause(s) of the 90% decrease in this species range (Lomolino and Creighton 1996). Among the numerous hypotheses proposed to explain the decline of the ABB are: habitat alteration, competition with vertebrates, competition with congeners, lack of appropriately sized carcasses for feeding and reproduction, use of pesticides and rodenticides, light pollution, and pathogens (Sikes and Raithel 2002 and citations within). As noted by Jurzenski (2012) "There are limitations to these generalizations because they seek to explain the decline of ABBs as a large-scale event rather than localized events accumulating".

4.0 SUITABLE HABITAT

No critical habitat has been established for the ABB because of its unusual life history and ecology. Researchers have been able to bait ABBs into a variety of native vegetative habitats during survey efforts. ABBs can utilize either forests or grasslands and gradients between. Individual beetles have been documented to move between habitats and travel an average of 1.23 km per night (Creighton and Schnell 1998) in the southern areas. In the loess canyons, ABB can travel more than 2 km per night, while in the Sandhills, average distance between recaptures was 1.6 km per night with a recapture of one individual that moved 28.97 km in a single night (wind-aided). Given the known distributions of ABBs in the varied ecoregions of Nebraska, Oklahoma, and Rhode Island, it is apparent that ABBs do not have specific habitat requirements that are consistent across its entire known range and that ABBs have a wider niche than many other similar species (Jurzenski 2012, Leasure and Hoback 2017). At best, we know what habitats ABBs avoid. The USFWS recognizes areas with the following characteristics as unfavorable for ABBs:

- *Land that is tilled on a regular basis, planted in monoculture, and does not contain native vegetation.*
- *Land that has already been developed and no longer exhibits topsoil, leaf litter, or vegetation.*

- *Urban areas with maintained lawns, paved surfaces, or roadways.*
- *Stockpiled soil without vegetation.*
- *Wetlands with standing water or saturated soils (defined as sites exhibiting hydric-soils, and vegetation typical of saturated soils, and/or wetland hydrology). Areas adjacent to wetlands and/or riparian areas are not considered unfavorable for the ABB, as they may be important for ABBs seeding moist soils during dry conditions.” (USFWS 2014)*

While no critical habitat has been established for the ABB, environmental variables have been identified that support populations. These include carrion for feeding and suitable carcasses for reproduction, and adequate soils for carcass burial.

4.1 CATTLE GRAZING

Cattle grazing has occurred historically in the area and currently occurs on the site. Throughout the Sandhills, areas that are grazed at stocking rates that do not cause bare ground, do not appear to lower ABB captures. As ABB breed during June and July in Nebraska, stocking rates will be limited to 0.75 of the recommended AUMs and rotational grazing will be used to ensure that bare areas are not created during this time period. For periods from August 31 until May 31, grazing will not exceed recommended AUMs for the Sandhills.

4.2 CARRION RESOURCES

The ABB uses carrion for feeding and suitable sized carcasses for successful reproduction. Carrion is a temporally and spatially unpredictable resource. The large size of ABB enables them to use larger carcasses for reproduction (80-374 g) (Kozol et al 1988, Trumbo 1992, Lomolino and Creighton 1996) than other burying beetle species which reduces competition with congeners. However, ABBs are hypothesized to travel greater distances to find a suitable carcass, therefore expending more energy.

Smith and Merrick (2001) estimated the populations of *Nicrophorus investigator* and mammal biomass and found that the mammal biomass used by the beetle in one year correlated significantly with the beetle population the following year. Holloway and Schnell (1997) observed that ABBs occurred in areas that had carrion for breeding and suitable soils irrespective of the predominant habitat. Not only are carcasses key for fecundity, but overwintering ABB survival increases in southern areas that lack a frostline when provisioned with a food source regardless of habitat (Schnell et al. 2008). Many birds, especially grassland birds, and mammals of suitable size have declined (Sikes and Raithel 2001) making this resource even more temporally and spatially unpredictable.

4.3 SUITABLE SOILS

The ABBs exhibit soil preferences for reproduction. In a study in Nebraska by Bishop et al. (2002) *Nicrophorus* spp. were more abundant in undeveloped riparian areas with alluvial soils. Reproductive studies at Camp Gruber indicate that ABBs show site preferences for reproduction. Burial of carcasses was higher at sites with lower soil compaction and clay content (Smith and Clifford 2008a) and Cherokee Wildlife Management Area (Smith and Clifford 2008b). Trapping

success of ABBs at Fort Chaffee (Arkansas) varied with soil characteristics. ABBs tended to avoid soils with less than 40% sand, greater than 50% silt, and more than 20% clay (Lomolino et al. 1995). Sandy loam or silt loam soils therefore should be considered a key factor of suitable habitat (USFWS 1991).

5.0 REDUCTION OF THREATS

In addition to providing suitable habitat, threats to ABBs should be reduced as practicable to protect the population. Threats include multiple factors that will probably not be eliminated but may be controlled so the local effects do not accumulate. Identified threats include competition and predation by vertebrate scavengers; red imported fire ants; soil disturbance; fragmentation of habitats that can lead to increased vertebrate scavengers; and clear cutting.

5.1 COMPETITION AND PREDATION

Competition with vertebrate scavengers for carcasses results in the reduction of food availability and carcasses for reproduction. Vertebrates (opossums and frogs) opportunistically feed on ABBs (Jurzenski and Hoback 2011) themselves along with carcasses. The impact of vertebrate scavengers is substantial. In a study in South Carolina, vertebrate scavengers removed 35% of carcasses over a year. Scavenged carcasses were removed 2.58 days after placement on average. In forested patches surrounded by agriculture, vertebrates removed 88% of carcasses within two weeks of placement (DeVault et al. 2004). When vertebrate competition is reduced, ABBs have been successful (Raithel 2002, Smith 2009) as is the case of the ABB population on Block Island, RI where there are very few vertebrates that compete with ABBs for carrion. It is recommended that top predators be encouraged in the area to control vertebrate scavengers. Farm dogs and feral cats should also be discouraged from using the area as they will consume carrion. If vertebrate scavengers become overpopulated, then harvesting will be used as part of a research opportunity.

5.2 SOIL DISTURBANCE

Soil disturbance may result in direct and indirect mortality of ABBs. Direct mortality to eggs, larvae, pupae and adults may occur when soil is disturbed. Indirect mortality may occur by changing soil moisture. Burying beetles are sensitive to soil moisture and die quickly when soil moisture is low (Bedick et al. 2006). Soil disturbance should be limited when possible.

5.3 FRAGMENTATION

Bedick et al. (1999) examined the Gothenburg, Nebraska population of ABBs and found few ABBs in disturbed and fragmented habitats. Creighton et al. (2009) found that ABBs declined significantly at sites after forest removal but did not change in adjacent forested plots. Since ABBs are found in open areas, they concluded that the disturbance of sites, not necessarily forest loss was the likely factor in ABB decline.

Possible reasons for the decline of ABBs in fragmented areas may be carcass availability, increased number of scavengers, and a change in microclimate. Gibbs and Stanton (2001) noted that fragmentation was related to reductions in the bird and mammal populations and reduced recruitment of carcasses. Scavengers competing with burying beetles for available carcasses increase with increases in edge habitat (Ratcliffe 1996, Trumbo and Bloch 2000).

Fragmentation changes the microhabitat in forest fragments (Didham et al. 1997), which results in warmer, drier conditions that increase fly development and abundance. Increased fly development increases the potential competitive impact of flies on ABBs. The phoretic mites carried by ABBs reduce competition between ABBs and flies by feeding on fly eggs and the mites are of limited use if the fly eggs have already hatched (Trumbo 1990). Gibbs and Stanton (2001) found flies were 1.5 times more abundant in fragmented areas than contiguous forests. Flies in warmer areas may be problematic because they find carcasses faster (within the hour) (Nabaglo 1971 and Putnam 1983 in Trumbo 1990). Warmer, drier conditions may also increase mortality of ABBs. *N. marginatus* lost 1-5% of body mass per hour in low humidity conditions (25%-30%) depending upon temperature. This resulted in 50% mortality within 7-16 hours at temperatures between 16-28 °C. Beetles readily drink so those with water or high humidity conditions have near zero mortality (Bedick et al. 2006).

Habitat fragmentation likely negatively affects ABBs. Fragmentation may decrease carcass availability and increase competition with vertebrate scavengers and invertebrates. Changes in the microhabitat along edges likely intensify this by increasing flies and reducing humidity. These factors could result in reduced reproductive success and therefore reduce populations of ABBs.

Too much moisture also causes mortality (Cavallero et al. 2017). ABB that have been trapped with a carcass drown quickly, although adult *Nicrophorus* are able to swim. It is likely that flooding of brood balls causes substantial mortality and thus climate change that produces substantial rainfall events will also reduce survival.

6.0 SITE DESCRIPTION

Bow & Arrow Conservation Bank is directly adjacent and contiguous to Valentine National Wildlife Refuge in Cherry County Nebraska. It is approximately 20 miles southeast of Valentine, Nebraska. The site is situated within the Nebraska Sand Hills Level III Ecoregion of Nebraska.

Typically, there are 215 to 235 frost-free days each year. Annual rainfall is typically 41-46 inches. This supports a wide variety of natural vegetation of grasses and forbes and represents the mixed grass prairie (Woods et al. 2005). The Natural Resource Conservation Service identifies this area as being comprised of the bottomland and back slope ecological site (Figure 2) (NRCS Web Soil Survey, Appendix A).

The geologic formation of the area occurred during the Quaternary Period. Most of the area is underlain by Pennsylvanian-age shale and sandstone (Woods et al. 2005). Soils on the site are comprised of sandy loam and silt loam soils. Bengal-Clebit-Clearview complex, 5-30% slopes is the dominant soil unit (Figure 3) (NRCS Web Soil Survey, Appendix A).

7.0 ENDANGERED SPECIES SITE ASSESSMENT

7.1 GENERAL INFORMATION

PROJECT NAME:	Bow & Arrow Conservation Bank
COUNTY:	Cherry County, Nebraska
SUBJECT SPECIES:	American burying beetle, <i>Nicrophorus americanus</i>

PROPERTY SIZE:	485.5 acres
SUITABLE HABITAT:	481.2 acres of 485.5 (99% suitable)
SURVEY PERSONNEL:	Wyatt Hoback Ph.D. and Mr. Brian Peterson
SURVEY DATES:	August 6 – August 10, 2019

7.2 HABITAT ASSESSMENT

In Nebraska, the U.S. Fish and Wildlife Service recommends a preconstruction survey to establish presence of ABB, especially in areas that have received limited trapping. If present, the beetles are then captured and relocated to allow construction without risk of impact. Trapping methods are used for presence/absence surveys and for capture and relocation. Trapping for the ABB was conducted using a modified version of the U.S. Fish and Wildlife Service's (1991) protocol, as described by Bedick et al. (2004). Trapping for the ABB may be conducted during two periods in the year. The first period is in early summer (beginning around June 1st) after beetles have emerged from hibernation and prior to beetles going underground during the larval rearing cycle. The second trapping period is in late summer (approximately August 1st to September 1st) after the larval cycle when both senescent and teneral beetles are present. For the early summer period when trapping occurred at the Project, trapping was only conducted when the average temperature at midnight was 60 degrees Fahrenheit or greater.

7.2.1 METHODS

Traps were set August 5 and surveys were conducted between August 6 and August 10, 2019. Each trap samples a ½ mile radius (resulting in a sample area of approximately 500 acres). Traps were placed where access was possible such that the trapping areas overlapped (Figure 1). A total of 7 traps were placed in the Project area.

Standard trapping protocols were followed using five-gallon (18.92Liter) plastic buckets (diameter 28.5 centimeter [cm]) buried in the ground, with approximately 4-5 cm of the bucket above ground level. Soil was built up around the bucket, creating a gradient from ground level upwards to the bucket rim. This was done to limit the amount of water entering the buckets through runoff and splashing of water during rainfall events. Approximately 5-8 cm of moist soil was placed in the bottom of the bucket to give trapped carrion beetles room to burrow into the soil and avoid competitors, high temperatures, and low moisture levels above the soil. To prevent rainfall and debris from directly entering the bucket, a square piece of plywood (37 cm by 37 cm) was placed on top of the trap, supported by two or more sticks or narrow boards ranging from 1.5-2.5 cm in thickness. Additional weights (soil, rocks, etc.) were then placed on top of the trap cover to reduce bait loss to vertebrate scavengers and to prevent the cover from being moved by wind.

All traps were baited with previously frozen 275-374 gram laboratory rats (*Rattus norvegicus*). The bait was aged in airtight containers for approximately 5 days. Traps were set on the first trap day before 1800 hours and checked every subsequent morning by 1100 hours. Weather data from the closest weather station in Valentine, NE was obtained from weatherunderground.com.

All captured carrion beetle species were identified and counted.

7.2.2 DATA REVIEW

All traps were placed on August 5th at the following locations (GP = Grand Prairie).

Table 1. Trap Locations at Bow & Arrow Conservation Bank

		Normal/New Placement		Habitat Ratings	
Valentine	1	358814	4717588	5	Subirrigated wetmeadow/hayed
Valentine	2	359603	4717127	5	Subirrigated wetmeadow/hayed
Valentine	3	360422	4717121	4.5	Sandhills adjacent to subirrigated wetmeadow
Valentine	4	359271	4718660	5	Subirrigated wetmeadow/hayed, Off- trap area, but only .6 miles from center point
Valentine	5	360193	4717806	4.5	Sandhills adjacent to subirrigated wetmeadow
Valentine	6	359449	4718389	5	Subirrigated wetmeadow/hayed- Set 8/7
Valentine	7	359018	4718167	5	Subirrigated wetmeadow/hayed- Set 8/7

Weather conditions

The Valentine, Nebraska weather station showed that weather was appropriate for ABB activity during all sampling nights with light rain on the night of August 6.

Table 2. Weather Conditions During ABB Sampling Dates

Trapping Weather data- Valentine area weather station

Trap Night	Temperature (at 12am)	Precipitation (10-2am)
6-Aug	73	0.10
7-Aug	67	0.00
8-Aug	63	0.00
9-Aug	67	0.00
10-Aug	66	0.00

Silphid results

A total of 9 silphid species were captured including 6 *Nicrophorus* and 3 Silphinae. The most commonly trapped *Nicrophorus* was *N. carolinus* which is a day-active species that uses drier sands. The second most common species, *N. marginatus* is also a day flier. The most-common silphid was *Necrophila americana* which is associated with bodies of water and moist environments (Bishop et al. 2002).

7.3 SURVEY RESULTS

During the five-night survey, 15 ABB were captured once and one individual was recaptured. The sex ratio was approximately equal and the ratio of senescent to teneral was almost equal. Relatively low numbers of teneral likely suggests losses to flooding as each adult pair produces an average of 15 offspring and in August, teneral typically outnumber senescent approximately 10:1.

Table 4. American burying beetles captured during the survey.

Site	Trap #	Date	Sex	Pronotal width	Age	Burn	Recapture
Bow and Arrow Valentine	4	6-Aug	F	9.09	S	TR	
Bow and Arrow Valentine	4	6-Aug	M	10.06	T	TR	
Bow and Arrow Valentine	4	6-Aug	M	10.4	S	TR	
Bow and Arrow Valentine	4	6-Aug	M	10	S	TR	
Bow and Arrow Valentine	4	7-Aug	M	10.97	S	BR	
Bow and Arrow Valentine	5	7-Aug	M	11.44	T	BR	
Bow and Arrow Valentine	7	8-Aug	F	9.47	T	TL	
Bow and Arrow Valentine	4	8-Aug	M	10.42	S	TL	
Bow and Arrow Valentine	2	8-Aug	M	9.39	S	TL	
Bow and Arrow Valentine	1	9-Aug	F	8.28	S	BL	
Bow and Arrow Valentine	7	9-Aug	F	10.18	T	BL	
Bow and Arrow Valentine	1	10-Sep	M	9.46	T	NA	
Bow and Arrow Valentine	3	10-Sep	F	11.44	T	NA	
Bow and Arrow Valentine	4	10-Sep	M	9.92	S	NA	Recapture- Top Right

8.0 CONCLUSIONS

BACB meets or exceeds the requirements for an ABB conservation bank as outlined by the USFWS (USFWS 2019). The 485.5-acre bank contains 481.2 acres of contiguous ABB habitat with suitable habitat making up over 99% of the area; 4.3 acres is mapped as open water and is excluded from the total area. Surveys in August 2019 confirmed ABB presence on the site and in the surrounding areas with densities that exceeded the USFWS requirement of 0.37 ABBs per trap night.

The Bow and Arrow Ranch consists of low wet meadows with surrounding Sandhills and is mostly used for winter cattle grazing. Sampling revealed the presence of 0.5 ABB/Trap Night. It is likely that results were strongly influenced by the historic amounts of precipitation in Nebraska as the number of teneral captured was 0.18 per trap night. Generally, the number of other species captured was lower than anticipated despite suitable weather conditions further suggesting that the environment has limited survival of *Nicrophorus* and their brood (Cavallero et al. 2017).

76-2,111. Terms, defined.

As used in the Conservation and Preservation Easements Act, unless the context otherwise requires:

(1) Conservation easement shall mean a right, whether or not stated in the form of an easement, restriction, covenant, or condition in any deed, will, agreement, or other instrument executed by or on behalf of the owner of an interest in real property imposing a limitation upon the rights of the owner or an affirmative obligation upon the owner appropriate to the purpose of retaining or protecting the property in its natural, scenic, or open condition, assuring its availability for agricultural, horticultural, forest, recreational, wildlife habitat, or open space use, protecting air quality, water quality, or other natural resources, or for such other conservation purpose as may qualify as a charitable contribution under the Internal Revenue Code;

(2) Preservation easement shall mean a right, whether stated in the form of an easement, restriction, covenant, or condition in any deed, will, agreement, or other instrument executed by or on behalf of the owner of an interest in real property imposing a limitation upon the rights of the owner or an affirmative obligation upon the owner appropriate to the purpose of preserving the historical, architectural, archaeological, or cultural aspects of real property, or for such other historic preservation purpose as may qualify as a charitable contribution under the Internal Revenue Code; and

(3) Holder shall mean anyone acquiring a conservation or preservation easement by purchase, exchange, gift, or devise and having the right to enforce it by its terms, which may be:

(a) Any governmental body empowered to hold an interest in real property in this state under the laws of this state or the United States having among its purposes the subject matter of the easement;

(b) In the case of a conservation easement, any charitable corporation or trust whose purposes include retaining or protecting the natural, scenic, or open condition of real property, assuring its availability for agricultural, horticultural, forest, recreational, wildlife habitat, or open space use or protecting air quality, water quality, or other natural resources; or

(c) In the case of a preservation easement, any charitable corporation or trust whose purposes include the preservation of the historical, architectural, archaeological, or cultural aspects of real property.

Source: Laws 1981, LB 173, § 1; Laws 1995, LB 574, § 61.

76-2,112. Easement; creation; approval by governing body; when required.

(1) A conservation or preservation easement shall be an interest in real property, created by an instrument in which the purpose for the easement is clearly stated. The instrument shall be filed, duly recorded, and indexed in the office of the register of deeds of the county in which the real property subject to the conservation or preservation easement is located.

(2) No conveyance of a conservation or preservation easement shall be effective until accepted by the holder.

(3) In order to minimize conflicts with land-use planning, each conservation or preservation easement shall be approved by the appropriate governing body. Such approving body shall first refer the proposed acquisition to and receive comments from the local planning commission with jurisdiction over such property, which shall within sixty days of the referral provide such comments regarding the conformity of the proposed acquisition to comprehensive planning for the area. If such comments are not received within sixty days, the proposed acquisition shall be deemed approved by the local planning commission. If the property is located partially or entirely within the boundaries or zoning jurisdiction of a city or village, approval of the governing body of such city or village shall be required. If such property is located entirely outside the boundaries and zoning jurisdiction of any city or village, approval of the county board shall be required. If the property is located in the Niobrara scenic river corridor as defined in section 72-2006 and is not incorporated within the boundaries of a city or village, the Niobrara Council approval rather than city, village, or county approval shall be required. Approval of a proposed acquisition may be denied upon a finding by the appropriate governing body that the acquisition is not in the public interest when the easement is inconsistent with (a) a comprehensive plan for the area which had been officially adopted and was in force at the time of the conveyance, (b) any national, state, regional, or local program furthering conservation or preservation, or (c) any known proposal by a governmental body for use of the land.

(4) Notwithstanding the provisions of subsection (3) of this section, the state, or any state agency or political subdivision other than a city, village, or county, may accept an easement after first referring the proposed acquisition to and receiving comments from the local planning commission with jurisdiction over the property, which shall within sixty days of the referral provide such comments regarding the conformity of the proposed acquisition to comprehensive planning for the area. If such comments are not received within sixty days, the proposed acquisition shall be deemed approved by the local planning commission.

Source: Laws 1981, LB 173, § 2; Laws 2000, LB 1234, § 12.

76-2,113. Easement; release or transfer.

(1) A conservation or preservation easement may be released by the holder of the easement to the owner of the servient estate, except that such release shall be approved by the governing body which approved the easement, or if the holder is the state, a state agency, or political subdivision other than a city, village, or county, the release shall be approved by the state or such state agency or political subdivision. The release of an easement may be approved upon a finding by such body that the easement no longer substantially achieves the conservation or preservation purpose for which it was created.

(2) A conservation or preservation easement may be assigned or transferred to any governmental body or charitable corporation or trust authorized to secure such easement pursuant to sections 76-2,111 to 76-2,118.

Source: Laws 1981, LB 173, § 3.

76-2,114. Easement; judicial modification or termination.

Unless a conservation or preservation easement is otherwise modified or terminated according to the terms of the easement or the provisions of sections 76-2,111 to 76-2,118, the owner of the subject real property or the holder of the easement may petition the district court in which the greater part of the servient estate is located for modification or termination of the easement. The court may modify or terminate the easement pursuant to this section only if the petitioner establishes that it is no longer in the public interest to hold the easement or that the easement no longer substantially achieves the conservation or preservation purpose for which it was created. No comparative economic test shall be used to determine whether the public interest or the conservation or preservation purpose of the easement is still being served. No modification shall be permitted which is in excess of that reasonably necessary to remedy the deficiency of the easement.

Source: Laws 1981, LB 173, § 4.

76-2,115. Easement; enforceability; duration.

No duly recorded conservation or preservation easement shall be unenforceable for lack of privity of estate or of contract, for lack of benefit to a dominant estate, or on account of the easement being assignable. A conservation or preservation easement shall run with the land and shall be perpetual unless otherwise stated in the instrument creating it. A conservation or preservation easement may be enforced by proceedings at law or in equity.

Source: Laws 1981, LB 173, § 5.

76-2,116. Property subject to easement; how assessed.

Real property subject to a conservation or preservation easement shall be assessed with due regard to the restricted uses to which the property may be devoted. The conservation or preservation easement in the hands of the holder shall be subject to assessment, taxation, or exemption from taxation in accordance with general laws applicable to assessment and taxation of interests in real property.

Source: Laws 1981, LB 173, § 6.

76-2,117. Sections; effect on other rights and powers.

(1) The provisions of sections 76-2,111 to 76-2,118 do not render invalid or unenforceable any otherwise valid restriction, easement, covenant, or condition whether created before or after the enactment of sections 76-2,111 to 76-2,118.

(2) Nothing in sections 76-2,111 to 76-2,118 shall diminish the powers granted in any other law to acquire by purchase, gift, grant, eminent domain, or otherwise and to use interests in real property for public purposes.

(3) If property subject to a conservation or preservation easement is condemned for public use, that part of the easement which conflicts with the condemnation shall terminate as of the time of the condemnation. If the easement was obtained by gift or devise the owner shall be entitled to such compensation for the taking as if the property had not been subject to the easement and if the easement was obtained by purchase or exchange, the holder shall be entitled to just compensation for the taking of the easement.

(4) An entity having the power of eminent domain may, through agreement with the owner of the servient estate and the holder of the conservation or preservation easement, acquire an easement over the land for the purpose of providing utility services.

Source: Laws 1981, LB 173, § 7.

76-2,118. Act, how cited.

Sections 76-2,111 to 76-2,118 shall be known and may be cited as the Conservation and Preservation Easements Act.

Source: Laws 1981, LB 173, § 8.

To be filed with
the Appropriate
Governing Body

Conservation Easement Application

Name and Address of Owner of the Land		Name and Address of Holder of the Conservation Easement	
Name		Name	
Street or Other Mailing Address		Street or Other Mailing Address	
City	State	City	State
	Zip Code		Zip Code
Email Address	Phone Number	Email Address	Phone Number
County Name		Parcel ID Number	
Legal Description			

Description of the Land and Conservation Easement Restrictions

I request that the conservation easement described on this form be approved.

**sign
here**

Signature of Owner of the Land or the Holder of the Conservation Easement _____ Date _____
Appropriate Governing Body Member, Commissioner, or Chairperson Signature _____ Date _____

For the Appropriate Governing Body Use Only

Date Reviewed _____

Reason for Approval/Denial:

- Approved
 Denied

Appropriate Governing Body member, Commissioner, or Chairperson Signature _____

**The Governing Body must electronically submit this completed form and conservation easement deed to the
Nebraska Department of Revenue, Property Assessment Division.
Please electronically submit to: pat.tech@nebraska.gov.**

Instructions

A conservation or preservation easement is an interest in real property, created by an instrument (document) in which the purpose of the easement is clearly stated. The instrument is to be filed, duly recorded, and indexed in the Register of Deeds office in the county where the real property and conservation or preservation easement is located.

Who May File. This form is to be filed with the conservation easement deed by the owner of the land or the holder of the conservation easement.

When and Where to File. To minimize conflicts with land-use planning, this form and applicable deed should be filed with the appropriate governing body for approval prior to filing with the Register of Deeds.

Appropriate Governing Body. The appropriate governing body must first refer the proposed acquisition to and receive comments from the local planning commission that has jurisdiction over the subject property. The local planning commission has 60 days to provide comments; if no comments are received the proposed acquisition will be deemed approved.

The appropriate governing body depends on where the subject property is located as follows:

- The governing body of a city or village if the property is located partially or entirely within the boundaries or zoning jurisdiction of a city or village; or
- The county board if the property is located entirely outside the boundaries or zoning jurisdiction of any city or village; or
- Niobrara Council if the property is located in the Niobrara scenic river corridor and is not incorporated within the boundaries of a city or village, or
- The local planning commission if the easement holder is the state, or any state agency or political subdivision other than a city, village, or county.

Denial of proposed acquisition. Upon a finding of the appropriate governing body that the acquisition is not in the public interest when the easement is inconsistent with (a) a comprehensive plan for the area which had been officially adopted and in force at the time of the conveyance; (b) any national, state, or local program furthering conservation or preservation; or (c) any known proposal by a governmental body for use of the land.

Signature. This form must be signed by the owner of the land or the holder of the conservation easement.

Notice. This approved or denied Conservation Easement Application is to be sent by the Governing Body to the Owner of the Land and the Holder of the Conservation Easement within seven days of the Governing Body's decision regarding the application.

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

February 22, 2022

FAQ: Conservation Easements – New Application & Governing Body (County Board) Review

All conservation easements in Nebraska are subject to review by the Appropriate Governing Body, which is typically the County Board. The Department of Revenue, Property Assessment Division (Division) has developed a Conservation Easement Application (Application) to facilitate this review and in 2021 has presented education regarding this topic across the state.

Conservation Easement Inventory

1. When will the information be updated?

The information regarding permanent and temporary easements for government programs will be updated once a year, in October.

New conservation easements that are reported to the Division will be updated as they are received.

2. Wetlands Reserve Program (WRP) contracts are permanent, is there anything that can be done to have the easement restrictions changed or removed?

Pursuant to Neb. Rev. Stat. §76-2,115 conservation easements are perpetual unless otherwise stated in the instrument that created the easement. It is encouraged that property owners do not enter into nor sign permanent conservation easements.

3. Will parcel identification numbers (PINs) be listed on the conservation easement inventory?

PINs will be listed for lands in Natural Resource District (NRD) Easements, WRP, Conservation Reserve Enhancement Program (CREP), and Public Hunting lands. PINs are not available for lands in Conservation Reserve Program (CRP) as the Farm Service Agency (FSA) will not provide legal descriptions.

Conservation Easement Application

4. Will the Conservation Easement Application need a Form 521?

All conservation easements require a Real Estate Transfer Statement, Form 521 (see Neb. Rev. Stat. §76-214). There will now be two forms required when a conservation easement is presented for recording, the Form 521 and the approved Application.

5. Will the Conservation Easement Application be recorded? If so, will documentary stamp taxes be charged?

No, the Application will not be recorded in the records of the Register of Deeds and therefore, a filing fee will not be charged for the Application.

6. What documents need to be filed?

Only the instrument creating the conservation easement (contract, warranty easement deed, etc.) will be filed in the records of the Register of Deeds.

7. If the Conservation Easement Application is not recorded, how long will they be kept?

The Division will keep the electronically submitted Form 521 for 10 years. If the Application is submitted to the Division with the Form 521, it would also be electronically archived for 10 years.

8. Does the Conservation Easement Application have to be filled out for existing easements?

No, the Application will be required for any new conservation easements that are presented for recording going forward.

9. Is the Conservation Easement Application necessary for permanent easements or temporary government programs like the Conservation Reserve Program (CRP) and Conservation Reserve Enhancement Program (CREP)?

Yes, Conservation Easements are defined in Neb. Rev. Stat. §76-2,111. A conservation easement does not have to be in the form of a conservation easement deed or a specific type of instrument. The definition includes temporary government programs for conservation purposes, including, but not limited to CRP and CREP.

10. Who files the Conservation Easement Application?

Either the landowner or the easement holder can file the Application.

11. How can the landowners be held accountable for filing the Conservation Easement Application?

County Assessors will not inventory the conservation easement acres or consider the conservation easement when determining the assessed value of the property if the conservation easement is not properly approved.

County officials are encouraged to work cooperatively to educate the public regarding these requirements.

12. How do we know if the county board approved the easement?

The Application has a check box for the Appropriate Governing Body to check approved or denied, and a signature of the appropriate governing body member, commissioner, or chairperson is required.

13. For CRP contracts, do we need a copy of the entire contract?

Yes

14. Can a conservation easement roll over to another county/jurisdiction?

Yes, an easement can cover land in multiple counties, in this case the landowner/easement holder would file the Application with the Appropriate Governing Body in each county.

15. Who is telling the landowner that the new CRP easement has to be approved by the county board and filed?

Notifying the public of these requirements will need to be a cooperative effort. The Nebraska Department of Agriculture has been in contact with federal agencies, the Division will provide information to the Department of Agriculture and to the Nebraska Department of Natural Resources and Natural Resource Districts (NRDs) within the state.

County Register of Deeds will need to inform taxpayers or persons presenting instruments for filing if the Application is missing. County Assessors, County Board members, and Planning and Zoning Administrators are also encouraged to educate the public regarding these requirements.

16. If an easement does not have a termination or end date is it a permanent easement?

Yes. See, Neb. Rev. Stat. §76-2,115.

17. Should this application and/or the review process be used for other types of easements, such as utility easements?

No, the review by the County Board or other Appropriate Governing Bodies is applicable to conservation and preservation easements only, as defined by the Conservation and Preservation Easements Act.

18. Is the Conservation Easement Application required?

No, the Conservation Easement Application is not a required form. It was created by DOR to facilitate the review process within the county. However, choosing not to use the form does not alleviate the Appropriate Governing Body's statutory obligation to review conservation and preservation easements. If the form is not utilized, please consult with

your county attorney and county board to determine how the approval process should be documented.

19. Are there penalties to a producer if they do not file a conservation easement application that they have land accepted into CRP?

No, there are no penalties authorized by state statute.

20. What if a deed is filed that does not constitute a conservation easement, but later a corrective deed is filed that does contain restrictions to how the property is used? Does the corrective deed now require review by the county board (or other Appropriate Governing Body)?

Yes

County Board Authority

21. What can county boards do to prevent a landowner from entering into a contract with the federal government for a temporary program?

County boards have no authority to prevent a landowner from entering into a conservation easement contract. What the county board members should do is send a contract/document (conservation easement) that is presented to them to the planning/zoning commissioner for review and comment. After 60 days, the county board should review comments received and approve/deny the conservation easement based on the criteria listed in Neb. Rev. Stat. §76-2,112.

22. What if the county board denies the easement?

The conservation easement document and denial will be sent to the county assessor for informational purposes only. The county assessor will not inventory the easement on the subject property when establishing the assessed value of the property.

23. Do County Boards have the right to tell landowners they cannot enter into a contract with the federal government for a temporary program? What happens if land is enrolled into the program, but the easement is not approved?

Again, the county board has no authority to tell landowners not to enter into a contract with the federal government. What the county board can do is approve or deny the Application based on the criteria listed in Neb. Rev. Stat. §76-2,112.

The County Board cannot prevent a person from entering into a contract, however, the denial of the conservation easement will prevent the instrument creating the conservation easement from being recognized by the county assessor for assessment purposes.

24. When someone sells their water rights, should it be approved by the county board first?

Yes, sales of water rights restrict the landowner's right on property and are conservation easements.

25. Can the county board actually stop the transfer of water rights? The NRD has indicated that we cannot.

The county board cannot control what happens with the application of water on specific parcels. If the county board appropriately denies the conservation easement pursuant to Neb. Rev. Stat. §76-2,112, the sale of the water right should not be recorded in the records of the Register of Deeds. Also, the county assessor will not recognize the transfer in the assessment records.

26. What statute states, a Register of Deeds can reject a filing for a conservation easement without the County Board's approval?

The Register of Deeds can file a properly completed instrument that is presented for filing. The county assessor will not recognize the conservation easement without the approval of the county board, meaning the conservation easement will not be recognized for assessment purposes. There is a 2017 Attorney General's opinion regarding the Authority of a Register of Deeds to Refuse to Record and Instrument.

27. The FSA, USDA, and the Federal Government do not communicate with counties, how will we know what contracts are being renewed?

The Nebraska Department of Agriculture (NDA) has asked these federal agencies to provide information directly to counties and to the NDA. County and state officials will need to work together to inform the public of these requirements.

28. Will the state be notifying the federal agencies of the new Conservation Easement Application and requirements?

The Nebraska Department of Agriculture (NDA) has asked these federal agencies to provide information directly to counties and to the NDA. County and state officials will need to work together to inform the public of these requirements.

29. How can we get the federal government to be more cooperative?

State government cannot compel the federal government to cooperate, however, several state agencies have been advocates to ensure more cooperative sharing of information. County officials are encouraged to contact members of Congress with their concerns.

30. If someone renews a CRP or CREP contract, is the county board supposed to approve the renewal?

Yes

31. Will the state notify the NRDs of this requirement?

Yes

32. Does this include utility easements, neighbor easements, etc.?

No

33. Why would a county board NOT approve a conservation easement?

Conservation easements are permanent unless stated otherwise. The county board's right to review conservation easements is to ensure that the easement is in the best interest of the public. The county board should ensure that the easement is consistent with the comprehensive plan for the area, any known proposal of a governmental body for use of the land, or any other provisions covered by Neb. Rev. Stat. §76-2,112.

34. Can a county board deny the Conservation Easement Application without cause?

No, denial of the easement must be for a reason that is allowed under Neb. Rev. Stat. §76-2,112.

35. Does the county board have to approve the conservation easement before it is approved by the NRCS, FSA, or any other governmental agency?

No, the county board should review the Application after it is signed by the landowner and the easement holder, but before it is presented for recording with the County Register of Deeds.

36. The 60-day turnaround time may not be enough time for review due to the need for multiple boards to provide public notice of meeting dates, what can be done about this?

The 60-day requirement is currently provided in Neb. Rev. Stat. §76-2,112, contact your state senator or the Nebraska Association of County Officials (NACO) if legislation is needed to modify this timeframe.

37. What about WRP easements prior to 1981?

Any conservation easements that were recorded prior to 1981 were recorded without review by the appropriate governing body, no action should be taken to review these easements.

38. What if the county doesn't have zoning?

Every county should have a comprehensive plan. If you have questions regarding your plan, consult with your county attorney. The Nebraska Association of County Officials (NACO) also has resources related to Planning and Zoning and may be of assistance.

39. Can the county board ask for maps showing where the easement/program acres lie?

Yes, the county board can request additional information from the taxpayer or easement holder, however the county board cannot deny the easement only because additional information has not been provided.

40. Is it up to the Register of Deeds to determine if the correct governing body signed off on the easement?

No, if a governing body receives an Application for land that they do not have jurisdiction over, they should forward it to the Appropriate Governing Body. (See Neb. Rev. Stat. §76-2,112)

41. Is it the responsibility of the Register of Deeds to ensure that the legal description for the conservation easement is correct?

No

Valuation

42. I heard that the assessor may be able to lower the value of the assessment if a conservation easement is reported, isn't the value still based on market value?

Yes, however, a conservation easement separates the rights associated with a parcel, with fewer rights, the property usually has a lower market value.

43. If the landowner has an easement with the Federal government is the whole parcel exempt?

No, the land continues to be taxed to the owner of the land, only the easement value is exempt.

44. Is there a notification process if a parcel is not re-enrolled in a temporary program?

No, the county assessor should track the expiration date and contact the landowner to determine whether the program will be renewed or whether the use of the land will change. If the program is renewed, the landowner should file an Application with the county clerk. If the program is not renewed, the county assessor should review the property for current land use and assess it accordingly.

45. If a CRP contract is coming due for renewal, should the county assessor send the conservation easement application with their regular letter for land use review.

The county assessor is under no obligation to send out the conservation easement application, choosing to do so would be a courtesy to the taxpayer.

46. If the county board does not approve, then the county assessor cannot change the value?

The county assessor should not recognize a conservation easement that is not approved by the board. County assessors should always value property at 75% of market value for agricultural land and 100% of market value for non-agricultural land.

47. If an easement is taxed, would you create a new parcel for an easement?

The county assessor will need to create a new record to tax the holder of the easement for the value of the easement, consult your vendor for instructions, this would be like an Improvement on Leased Land (IOLL) where a portion of the property is assessed to another entity.

48. If Joe has 140 acres, with 20 acres of easement, do I subtract the 20 acres from his land assessment?

No, conservation easements do not divide land. Joe continues to own 140 acres of land and will need to be assessed for 140 acres. However, 20 of Joe's 140 acres will likely be assessed at a reduced rate and if the easement is taxable, the value of the easement will be assessed to the easement holder.

49. Are you going to provide a course on how to value easements?

Yes, the Property Assessment Division (PAD) will be providing education regarding conservation easement valuation in the future. Information will be provided on the 2022 PAD Education Calendar.

50. If a landowner is getting paid rent for CRP or other programs, how can we not value it like other CRP?

Real property should always be assessed based on its market value; if the property is enrolled in CRP but was not approved or denied by the county board, the county assessor will not classify it as CRP. The county assessor should consider what the present use of the land is, if it is not actively being utilized for agricultural purposes, the land may need to be assessed at 100% of market value.

51. If only “new” conservation easements require the approval process, what date constitutes a new application?

Although, the Conservation and Preservation Easement Act is not new, previously recorded documents that were not timely reviewed by the Appropriate Governing Body should be considered approved. The DOR began educating counties regarding conservation and preservation easements in September and October 2022, conservation easements after this date should be considered new. Most temporary government programs are put into effect on October 1 each year. October 1, 2021 should be considered a new contract. Going forward, any easement that was entered into since the prior assessment year should be considered new.

Government Programs

52. Why did WRP end?

The funding for the WRP program expired. The Agricultural Act of 2014 established funding under a new program, the Agricultural Conservation Easement Program (ACEP). This program contained provisions for Wetland Reserve Easements, which are currently offered and are comparable to the WRP program.

Comprehensive Plans

53. What if a county does not have a comprehensive plan or the comprehensive plan does not address conservation easements? Does the Appropriate Governing Body still need to review the conversation easement?

Yes, Neb. Rev. Stat. §76-2,112 contains three provisions by which a conservation easement can be denied, two of them are for reasons other than the comprehensive plan. See subsections (3)(b) and (3)(c).

54. Do you have suggested language for the comprehensive plan?

The Property Assessment Division (Division) does not have suggested language but encourages you to review the resolutions passed by other county boards on the Nebraska Department of Agriculture’s website nda.nebraska.gov/30x30, and to work cooperatively with other counties in your area.

55. Do we need to attach the resolution to the Comprehensive plan?

It is recommended that each County’s Comprehensive Plan be amended to include any resolution the county board has passed regarding conservation easements.

56. What is the percent of property already in CRP?

Approximately 2% of the agricultural land in Nebraska is currently enrolled in CRP.

Zoning Administrators

57. When the planning and zoning board review the conservation easement, should it be a public hearing?

If the planning and zoning board is required to hold open meetings, then it should be a public hearing. The duty of the planning & zoning board is to review the easement and provide comments to the county board regarding the conformity of the proposed easement to the comprehensive planning for the area. (See Neb. Rev. Stat. §76-2,112)

58. Is there a fee for the Conservation Easement Application?

No

59. Is there an ability to charge for the Conservation Easement Application/review/or hearing?

No, the county board's authority to fix a schedule of fees for the issuance of permits is covered under Neb. Rev. Stat. §23-114.04 and is specifically for the issuances of permits prior to the erection, construction, reconstruction, alteration, repair, or conversion of any nonfarm building or structure within the zoned area.

Government and Permissive Tax Exemptions

Overview

All property in the State of Nebraska is subject to property tax, unless an exemption is mandated or permitted by the Nebraska Constitution or by legislation. Government-owned property used for a public purpose is exempt. If the government-owned property is not used for public purpose, it may be considered taxable. Permissive exemptions are allowed for certain categories:

- ❖ Property owned by and used exclusively for agricultural and horticultural societies; and
- ❖ Property owned by educational, religious, charitable, or cemetery organizations, or any organization for the exclusive benefit of any such educational, religious, charitable, or cemetery purposes, and used exclusively for those purposes.

Permissive exemptions (exemption) require an application be filed by, the party seeking an exemption that must show that the property is eligible for the exemption. To apply for an exemption, either the [Exemption Application, Form 451](#), or [Statement of Reaffirmation of Tax Exemption, Form 451A](#), (application), must be filed by December 31 for an exemption in the following year. Exemptions may be allowed based on the inherent nature of the property, the ownership of the property, the use of the property, or a combination of these factors. This guide will assist you in identifying the treatment of real property that may be exempt or potentially eligible to be exempt from property taxes.

This guidance document is advisory in nature but is binding on the Nebraska Department of Revenue (DOR) until amended. A guidance document does not include internal procedural documents that only affect the internal operations of DOR and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.

This guidance document may change with updated information or added examples. DOR recommends you do not print this document. Instead, sign up for the [subscription service at revenue.nebraska.gov](#) to get updates on your topics of interest.

Terms

Exclusive Use. Exclusive use means the predominant or primary use of the property. Occasional or incidental use of the property for other purposes may not disqualify the property as long as the predominant or primary use of the property is for one or more exempt uses. The property may be used solely for educational, religious, charitable or cemetery uses to qualify for the exemption or a combination of educational, religious, charitable, or cemetery uses. Exemptions may be allowed to portions of a property that is used for exempt purposes.

Public Purpose. Public purpose means that the government-owned property is being used to provide public services with or without cost to the recipient or to perform responsibilities required by law. Examples of public purposes include but are not limited to: general operations of government, public education, public safety, transportation, public works, civil and criminal justice, public health and welfare, developments by a public housing agency, parks, culture, recreation, community development, and cemeteries. Public purpose does not include the leasing of property to a private party, unless the lease of the property is at fair market value for a public purpose. Leases of property by a public housing authority to low-income individuals as a place of residence are for the authority's public purpose.

Government-Owned Property

Property owned by the State or its governmental subdivisions that is used or being developed to be used for a public purpose is exempt from property tax. Property owned by the state or its governmental subdivisions that is not being used or being developed to be used for a public purpose is subject to property taxes.

The State or its governmental subdivisions do not need to file an application for property tax exemptions. However, they must report leased property to the county assessor by January 31 of each year. This is done either by providing the county assessor with a copy of a new lease, or a copy of a preexisting lease that has been materially changed since the previous year, and a list of previously reported leases that are still in effect.

The county assessor must determine whether the property is being used for a public purpose and if not, on or before March 1 of each year, send the governmental entity a notice of intent to tax. If the real property is leased and the governmental entity does not intend to pay the taxes for the lessee, the governmental entity must immediately forward the notice of intent to tax to the lessee.

If a governmental entity disagrees with the notice of intent to tax, a protest of the county assessor's determination may be filed with the county board of equalization (county board, also known as CBOE) on or before April 1. In the case of leased property, the lessee may also protest the taxability of the property. The county board must hear and decide the protest on or before May 1.

If the governmental entity or the lessee is dissatisfied with the decision of the county board, an appeal may be filed with the Nebraska Tax Equalization and Review Commission (Commission, also known as TERC) on or before June 1.

Assessment of Government Property

Taxable government-owned real property will be assessed like other taxable real property. The county assessor must issue a valuation notice for the property on or before June 1. The valuation notice will go to the governmental entity, and if the property is leased, to the lessee. The assessed value may be protested to the county board on or before June 30 in the same manner as other real property protests. If a protest is filed, the county board must hear and decide the protest on or before July 25, or August 10 if the county board adopted a resolution to extend the protest hearings. A valuation protest for governmentally owned property only addresses the value of the property and is not a mechanism for a second look at whether the property is exempt or subject to tax. If the governmental entity disagrees with the valuation decision of the county board, an appeal may be filed with the Commission on or before August 24, or September 10 if the county board adopted a resolution to extend the protest hearings.

Permissive Exemptions

To qualify for an exemption, the property must be owned by and used exclusively for agricultural and horticultural societies, or the property must:

- 1 Be owned by an educational, religious, charitable, or cemetery organization, or any organization for the exclusive benefit of any such educational, religious, charitable, or cemetery organization;
- 2 Be used exclusively for educational, religious, charitable, or cemetery purposes;
- 3 Not be used for financial gain or profit to either the owner or user;

- 4 Not be used for the sale of alcoholic beverages for more than 20 hours per week; and
- 5 Not be owned or used by an organization that discriminates in membership or employment based on race, color, or national origin.

Exemption Application and Statement of Reaffirmation Filing Process

An educational, religious, charitable, cemetery organization, or agricultural and horticultural society must file an application, with the county assessor where the property is located, on or before December 31 of the year preceding the year for which the exemption is sought. Application years are divisible by four (for example, 2020, 2024, 2028, etc.). All organizations and societies must file a Form 451 in each application year. The intervening years require completion of the Statement of Reaffirmation of Tax Exemption, Form 451A. For example, in December 2019, the Form 451 is filed to apply for an exemption in 2020. In each of the tax years 2021-2023, the Form 451A is filed to continue the exemption.

Exemptions granted to cemetery organizations will remain in effect without reapplication, unless disqualified by change in ownership or use. When December 31 falls on a Saturday, Sunday, or legal holiday, the application will be considered timely if filed on the next business day. If an application is sent to the county assessor through the U.S. mail, the application is considered filed on the date of the postmark. If an application is sent through the U.S. mail using either registered or certified mail, the date of registration or certification will be considered the postmark date.

Organizations or societies that missed the December 31 filing deadline may file Form 451 or Form 451A through June 30. The organization or society filing a late application must also file a written request with the county board for a waiver so that the county assessor may consider the application. Organizations filing late reaffirmation statements on or before June 30 will maintain the tax exempt status of the property and receive approval from the county board.

The county assessor must apply a penalty of 10% of the tax that would have been due had the property been fully taxed, or \$100, whichever is less, for each calendar month or fraction thereof for which the application missed the December 31 deadline. This penalty may not be waived or reduced by the county board. The table below gives examples of the penalty based on the month when the application is filed.

Month Application is Filed	Penalty is the Lessor of	
January	10% of the tax; or	\$100
February	20% of the tax; or	\$200
March	30% of the tax; or	\$300
April	40% of the tax; or	\$400
May	50% of the tax; or	\$500
June	60% of the tax; or	\$600

Failure to file a completed Form 451 or Form 451A by June 30 is a waiver of the exemption for that assessment year.

Property Acquired or Converted to Exempt Use

If an exempt organization or society acquires or converts any taxable property to an exempt use after January 1 and before July 1 of any year, the organization or society may file a Form 451 or Form 451A by July 1 with the county assessor to qualify for an exemption for that assessment year. The application will be reviewed as any other application, except the review by the county board must be completed by August 15. Failure to file the Form 451 or Form 451A on or before July 1 disqualifies the property from receiving the exemption for that assessment year.

All property acquired or converted to exempt use after July 1 will not be eligible for an exemption for that year. However, the organization may file the Form 451 or Form 451A by December 31 for exemption in the next assessment year.

Property Transferred from an Exempt Entity to another Exempt Entity

If an exempt organization or society purchases property from another exempt entity, and the purchase is for:

- ❖ Property that was exempt from property taxes (between July 1 and the levy date); and
- ❖ Property that continues to qualify for exemption,

Then, the exempt organization or society purchasing the real property must file a Form 451 with the county assessor on or before November 15.

Levy dates are determined by each county board, but must be on or before October 15. The county board must review the application by December 15.

Property Transferred from an Exempt Entity to a Taxable Entity

When exempt property is transferred before the levy date to a taxable entity, it will become taxable for that year because there is taxable property upon which to levy tax.

When exempt property is transferred after the levy date to a taxable entity, it will remain tax exempt for that year because no levy had been made on the property.

Levy dates are determined by each county board, but must be on or before October 15.

Exemption Application and Statement of Reaffirmation Review Process

The county assessor examines all timely filed applications on or before March 1. The county assessor makes a recommendation to the county board as to the taxable status of the property.

Between February 1 and June 1, the county board is required to hold a hearing on all applications filed to determine whether to allow or deny the exemption. Notice of the hearing must be given to the applicant ten days prior to the hearing. **Applications not completed in full, including the estimated valuation, shall result in the denial of the requested application.**

Notice that a list of the applications from organizations seeking tax exemptions, and recommendations of the county assessor are made available in the county assessor's office, must be published in a newspaper of general circulation 10 days in advance of the county board considering the exemption. Within seven days after the county board's decision, the county clerk must send a notice to the applicant of the county board's action. Also within seven days of the county board's final decision on all real property exemptions, an electronic copy of the decisions must be forwarded to the Nebraska Department of Revenue (Department) for review. In the case of a late-filed application, if a waiver has been granted, the county board must hear and decide the application by August 15. The county board is not required to review Form 451As unless there is evidence to support the review.

Anytime during the year, the county assessor or the county board may review any exemption to determine if it should be continued. This review may be initiated even if the ownership or use of the property has not changed. After a hearing, if the property no longer qualifies for an exemption, the property will be placed on the tax list retroactive to January 1 of that year.

Appeal Process

Organizations or societies denied exempt status by the county board may appeal to the Commission. The appeal must be made within 30 days after the county board's decision. The Tax Commissioner may, at his or her discretion, intervene in any such appeal.

A county assessor may appeal the actions of the county board granting an exemption to the Commission. A county assessor appealing the action of a county board may request that the district court appoint an attorney to represent the county assessor in the appeal. The Tax Commissioner and the Property Tax Administrator may, at their discretion, intervene in any such appeal. The Commission has the power to review and reverse any decision of a county board regarding a tax exemption.

Publication of a List of Exempt Real Property

During the month of September of each year, the county board must publish a list of all real property exempt from property tax for the current tax year in a newspaper of general circulation in the county.

The list must contain the exemptions of property in the following categories:

- ❖ Agricultural and horticultural societies;
- ❖ Educational organizations;
- ❖ Religious organizations;
- ❖ Charitable organizations;
- ❖ Cemetery organizations; and
- ❖ Any organization for the exclusive benefit of an educational, religious, charitable, or cemetery organization.

An electronic copy of the list of real property exemptions, along with a copy of the proof of publication, must be forwarded to the Property Tax administrator on or before November 1 each year.

Resource List:

- ❖ [Form 451, Exemption Application](#)
- ❖ [Form 451A, Statement of Reaffirmation of Tax Exemption](#)
- ❖ [Nebraska Administrative Code 350, Chapter 15 – Property Owned by the State and Governmental Subdivisions Regulations, Nebraska Department of Revenue](#)
- ❖ [Nebraska Administrative Code 350, Chapter 40 – Property Tax Exemptions Regulations, Nebraska Department of Revenue](#)
- ❖ [Nebraska Revised Statutes, Chapter 77 Revenue and Taxation; PDF](#)

revenue.nebraska.gov/PAD

402-471-5984, Fax 402-471-5993

Nebraska Department of Revenue, Property Assessment Division

PO Box 98919, Lincoln, Nebraska 68509-8919

ZONING RESOLUTION #Z-93

BE IT RESOLVED WHERE AS, an application for a Conditional Use Permit has been submitted by Bow & Arrow Ranch LLC for Conservation Easement in part of Sections 4, 9, 10, and 11, Township 30N, Range 29W of the 6th PM in Cherry County, Nebraska;

WHERE AS, notice letters were sent to adjoining property owners and;

WHERE AS, on November 7, 2023 the Planning Commission Voted 6-2 to recommend approval of the Conditional Use Permit (CUP-004/23);

WHERE AS, on November 29, 2023 a Notice of Public Hearing was published in the Valentine Midland News setting forth the date, time, place and purpose of the Public Hearing to be held by the Cherry County Board of Commissioners on December 12, 2023, regarding the proposed application for the conditional use; and

WHERE AS, as per Article 10 section 1010 of Cherry County Zoning Regulations that development of any authorized conditional use shall be commenced within one year of the date of approval of such conditional use by the Cherry County Board of Commissioners and development of said authorized conditional use shall be completed within two years from the date of approval of such conditional use by the Cherry County Board of Commissioners or such authorization is automatically revoked. A permittee under an unexpired permit may apply to the Cherry County Board of Commissioners for an extension of the time originally granted to such permittee and the Commissioners may for good cause shown extend the time of original permit for a reasonable period of time, not to exceed five years from the date of approval of the conditional use permit; and

WHERE AS, on December 12, 2023 the Cherry County Board of Commissioners approved Conditional Use with the following provision:

BE IT FURTHER RESOLVED that the Cherry County Board of Commissioners, after having Held a Public Hearing on December 12, 2023 for Conditional Use Permit CUP-004/23 in the above stated legal description in Cherry County, Nebraska was granted by a () vote of the Cherry County Board of Commissioners.

Dated this 12th day of December, 2023
Cherry County Board of Commissioners

By: _____
Chairman

Attest: _____
Cherry County Clerk

AMENDED ZONING RESOLUTION #Z-92

BE IT RESOLVED WHEREAS, an application for a Conditional Use Permit has been submitted by TK Angus Co. for construction of a Confined Animal Feeding Operation - swine finisher housing 4,999 head over 55lbs to be located in the SW ¼ SW ¼ of Section 13, Township 33N, Range 27W Cherry County, Nebraska; and

WHEREAS, notice letters were sent to adjoining property owners; and

WHEREAS, on August 15, 2023, the Planning Commission Voted 4-1 to recommend approval of the Conditional Use Permit (CUP-001/23); and

WHEREAS, on September 27, 2023, a Notice of Public Hearing was published in the Valentine Midland News setting forth the date, time, place, and purpose of the Public Hearing to be held by the Cherry County Board of Commissioners on October 10, 2023, regarding the proposed application for the conditional use; and

WHEREAS, as per Article 10 section 1010 of Cherry County Zoning Regulations that development of any authorized conditional use shall be commenced within one year of the date of approval of such conditional use by the Cherry County Board of Commissioners and development of said authorized conditional use shall be completed within two years from the date of approval of such conditional use by the Cherry County Board of Commissioners or such authorization is automatically revoked. A permittee under an unexpired permit may apply to the Cherry County Board of Commissioners for an extension of the time originally granted to such permittee and the Commissioners may for good cause shown extend the time of original permit for a reasonable period of time, not to exceed five years from the date of approval of the conditional use permit; and

WHEREAS, the Cherry County Board of Commissioners has established the following Statement of Finding of Facts for ~~approval~~ denial of CUP-001/23:

1. Tk Angus filed an application for a Conditional Use Permit (CUP) to construct a swine finishing facility for 4999 head over 55 lbs. on their property as legally described as SW1/4 SE1/4 Section 13, Township 33N, Range 27W Cherry County Nebraska.
2. All adjoining landowners within a set distance of the project were properly notified.
3. The Cherry County Planning Commission held a public hearing on the CUP application on June 6, 2023, which was properly advertised as required and decided to recommend approval on August 15, 2023, with findings of fact.
4. The Cherry County Commissioners held a properly advertised public hearing on October 10, 2023.
5. The CUP application is **not** consistent with the current Cherry County Comprehensive Plan and Zoning Regulations as adopted on December 30, 2008.
6. Testimony was received from the applicant and witnesses in support of the CUP.
7. Testimony was received from witnesses in opposition to the CUP.
8. The property is not located in a wetland, subject to flooding or a location in the Niobrara River Corridor.
9. Testimony, information, and studies received by the Commissioners from the public contained verifiable facts to support the belief CUP application doesn't meet the Zoning Regulations of Cherry County, Nebraska as adopted December 30, 2008, and will result in harm to the county.
10. As stated in the Cherry County Zoning Regulations, it is not aligned with the compatible use statement 303.19 nor with the conditional use statement 303.21
11. 303.19 Compatible Use Statement – A land use type that is suitable for direct association or location near a use of a different type because of its consistency with the intent statement of the zoning district in which said uses are located, because of similar or comparable buildings and use activities, and because neither use will diminish the use, value, and enjoyment of the other.
12. 303.21 Conditional Use Statement – The applicant did not provide sufficient assurance that the land use in its proposed application location would promote public health, safety, convenience,

and general welfare. On the contrary, most evidence brought before the Board suggests that it does not promote public health safety, convenience, and general welfare.
13. 303.06 – It is commercial use; not agricultural use.

WHEREAS, on November 14, 2023, the Cherry County Board of Commissioners denied the application for a Conditional Use Permit as submitted by TK Angus Co.

BE IT FURTHER RESOLVED that the Cherry County Board of Commissioners, after having held a Public Hearing on October 10, 2023, the application for Conditional Use Permit CUP-001/23 in the above stated legal description in Cherry County, Nebraska was denied by a 2-1 vote of the Cherry County Board of Commissioners.

Dated this 12th day of December 2023
Cherry County Board of Commissioners

By: _____
Chairman

Attest: _____
Cherry County Clerk

NOTICE TO BIDDERS

Sealed bids will be accepted by the Cherry County Board of Commissioners Until 1:30 P.M. CST on December 12th, 2023, for furnishing and delivery of One (1) 2019 Used or newer excavator with 1,500 hours or less.

Bid Specification forms will be available upon request in the Valentine Road Department Office located at: 365 N Main Street, Suite #8, Valentine, NE 69201 or by calling 402-376-2420.

All bids will be publicly opened and read on December 12th, 2023, in the Commissioner's Board Room at the Cherry County Courthouse in Valentine, NE At 1:30 P.M. CST.

All bids will be valid for thirty (30) days.

The Cherry County Board of Commissioners reserves the right to reject any and all bids.

Cherry County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services by the County.

Cherry County Board of Commissioners

To be run in papers:

November 21st

November 28th

December 5th

In the Midland News

APS6070
 11/29/23
 11:48:50

CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

601-00	BOARD					
1-0100	OFFICIALS SALARY	72,450.00	6,037.50	30,187.50	42,262.50	42%
1-0803	GROUP HEALTH INSURANCE	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICES	200.00	.00	.00	200.00	0%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSE	2,000.00	.00	429.85	1,570.15	21%
2-1801	DUES/FEES/TRAINING	1,000.00	243.90	468.90	531.10	47%
2-2000	PRINTING/PUBLISHING	100.00	.00	.00	100.00	0%
2-9900	MISCELLANEOUS	75.00	.00	.00	75.00	0%
3-0101	OFFICE SUPPLIES	500.00	.00	.00	500.00	0%
5-0700	FURNITURE	.00	.00	.00	.00	0%

601-00	BOARD	76,325.00	6,281.40	31,086.25	45,238.75	41%

APS6070
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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

602-00	CLERK					
1-0100	OFFICIALS SALARY	56,592.00	4,646.25	23,231.25	33,360.75	41%
1-0201	CHIEF DEPUTY SALARY	40,859.00	2,890.82	11,310.59	29,548.41	28%
1-0305	CLERICAL WAGES	75,000.00	5,277.32	29,045.16	45,954.84	39%
2-0100	POSTAL SERVICES	2,500.00	.00	.00	2,500.00	0%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1100	DATA PROCESSING COSTS	4,250.00	376.14	1,849.70	2,400.30	44%
2-1101	COMPUTER EXPENSE	.00	.00	.00	.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSES	3,500.00	.00	781.99	2,718.01	22%
2-1801	DUES/FEES/TRAINING	500.00	.00	325.00	175.00	65%
2-2000	PRINTING/PUBLISHING	.00	24.95	24.95	24.95-	0%
2-9900	MISCELLANEOUS	100.00	.00	.00	100.00	0%
3-0101	OFFICE SUPPLIES	2,500.00	235.80	638.80	1,861.20	26%
3-0118	STATIONARY/ENVELOPES	500.00	.00	.00	500.00	0%
3-0128	DATA PROCESSING SUPPLIES	.00	.00	.00	.00	0%
5-0315	DATA PROCESSING EXPENSE	.00	.00	.00	.00	0%
5-0500	OFFICE EQUIPMENT	349.00	162.64	162.64	186.36	47%
5-0700	FURNITURE	.00	.00	.00	.00	0%

602-00	CLERK	186,650.00	13,613.92	67,370.08	119,279.92	36%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

603-00	TREASURER					
1-0100	OFFICIALS SALARY	56,592.00	4,646.25	23,231.25	33,360.75	41%
1-0201	CHIEF DEPUTY SALARY	40,859.00	3,547.19	15,714.73	25,144.27	38%
1-0305	CLERICAL WAGES	68,614.00	2,582.36	18,015.34	50,598.66	26%
1-0405	PART TIME WAGES	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICES	8,000.00	.00	3,500.00	4,500.00	44%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1100	DATA PROCESSING COSTS	20,000.00	1,293.51	6,232.81	13,767.19	31%
2-1200	OFFICE EQUIPMENT REPAIR	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSES	4,000.00	.00	1,240.64	2,759.36	31%
2-1801	DUES/FEES/TRAINING	600.00	.00	150.00	450.00	25%
2-2000	PRINTING/PUBLISHING	500.00	.00	96.82	403.18	19%
2-6500	ADVERTISE TAX SALES	1,000.00	.00	.00	1,000.00	0%
3-0101	OFFICE SUPPLIES	9,000.00	158.71	973.77	8,026.23	11%
3-0128	DATA PROCESSING SUPPLIES	4,000.00	.00	.00	4,000.00	0%
5-0315	DATA PROCESSING EQUIPMENT	500.00	.00	.00	500.00	0%
5-0500	OFFICE EQUIPMENT	650.00	.00	.00	650.00	0%

603-00	TREASURER	214,315.00	12,228.02	69,155.36	145,159.64	32%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

605-00	ASSESSOR					
1-0100	OFFICIALS SALARY	56,591.33	4,646.25	23,231.25	33,360.08	41%
1-0201	CHIEF DEPUTY SALARY	40,171.48	3,281.86	17,202.94	22,968.54	43%
1-0305	CLERICAL WAGES	66,512.25	5,122.92	28,203.34	38,308.91	42%
1-0405	PART TIME WAGES	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICES	3,500.00	.00	.00	3,500.00	0%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	100.00	.00	75.00	25.00	75%
2-1700	TRAVEL EXPENSES	4,965.00	1,150.19	2,421.03	2,543.97	49%
2-1801	DUES/FEES/TRAINING	3,720.00	.00	825.00	2,895.00	22%
2-2000	PRINTING/PUBLISHING	300.00	.00	157.56	142.44	53%
3-0101	OFFICE SUPPLIES	1,700.00	.00	535.69	1,164.31	32%
3-0128	DATA PROCESSING SUPPLIES	19,398.24	1,616.52	8,082.60	11,315.64	42%
5-0315	DATA PROCESSING EQUIPMENT	.00	.00	.00	.00	0%
5-0500	OFFICE EQUIPMENT	2,600.00	.00	.00	2,600.00	0%

605-00	ASSESSOR	199,558.30	15,817.74	80,734.41	118,823.89	40%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

607-00	ELECTION COMMISSIONER					
1-0405	CLERICAL WAGES/SALARY	.00	.00	.00	.00	0%
1-0406	CUSTODIAL WAGES/SALARY	.00	.00	.00	.00	0%
1-0409	ELECTION BOARD WAGES/SALARY	3,000.00	.00	.00	3,000.00	0%
2-0100	POSTAL SERVICES	7,000.00	.00	14.20	6,985.80	0%
2-1102	WEB GIS IMPLEMENTATION	.00	.00	.00	.00	0%
2-1103	WEB GIS SUBSCRIPTION	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSES	1,500.00	828.07	828.07	671.93	55%
2-1801	DUES/FEES/TRAINING	1,000.00	60.00	60.00	940.00	6%
2-2000	PRINTING AND PUBLISHING	11,000.00	.00	.00	11,000.00	0%
2-2501	SPECIAL ELECTIONS	12,500.00	.00	.00	12,500.00	0%
2-9900	MISCELLANEOUS	1,000.00	.00	319.88	680.12	32%
3-0113	VOTING SUPPLIES	7,000.00	.00	.00	7,000.00	0%
3-0128	DATA PROCESSING	2,000.00	25.00	105.72	1,894.28	5%
5-0900	VOTING EQUIPMENT	2,000.00	.00	.00	2,000.00	0%

607-00	ELECTION COMMISSIONER	48,000.00	913.07	1,327.87	46,672.13	3%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

619-00	ZONING					
1-0301	ADMINISTRATOR SALARY	20,975.00	1,722.07	8,610.35	12,364.65	41%
1-0324	INSPECTOR WAGES	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICES	350.00	50.00	124.00	226.00	35%
2-0200	TELEPHONE SERVICE	.00	.00	19.00	19.00-	0%
2-1701	MEALS	350.00	.00	46.12	303.88	13%
2-1702	LODGING	1,100.00	.00	77.00	1,023.00	7%
2-1704	MILEAGE ALLOWANCE	1,500.00	.00	170.30	1,329.70	11%
2-1708	BOARD EXPENSES	1,000.00	.00	100.00	900.00	10%
2-1801	DUES/FEES/TRAINING	600.00	.00	60.00	540.00	10%
2-2000	PRINTING/PUBLISHING	1,200.00	84.99	785.25	414.75	65%
2-2207	COURT REPORTER COSTS	100.00	.00	.00	100.00	0%
2-2500	CONSULTING FEES	5,000.00	.00	110.00	4,890.00	2%
2-9900	MISCELLANEOUS	250.00	.00	.00	250.00	0%
3-0101	OFFICE SUPPLIES	2,600.00	.00	337.36	2,262.64	13%
5-0500	OFFICE EQUIPMENT	.00	.00	.00	.00	0%
5-1300	SPECIAL FEES	.00	.00	.00	.00	0%

619-00	ZONING	35,025.00	1,857.06	10,439.38	24,585.62	30%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

621-00	CLERK OF DISTRICT COURT					
1-0100	OFFICIALS SALARY	56,592.00	4,646.25	23,231.25	33,360.75	41%
1-0201	CHIEF DEPUTY SALARY	39,952.75	3,003.00	16,516.51	23,436.24	41%
1-0405	CLERICAL WAGES	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICES	2,000.00	100.00	450.00	1,550.00	23%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1016	MICROFILMING COSTS	1,000.00	.00	599.00	401.00	60%
2-1101	COMPUTER EXPENSE-GENERAL	400.00	.00	.00	400.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	778.46	194.69	389.38	389.08	50%
2-1700	TRAVEL EXPENSES	2,000.00	.00	537.86	1,462.14	27%
2-1801	DUES/FEES/TRAINING	200.00	.00	150.00	50.00	75%
2-2000	PRINTING/PUBLISHING	50.00	.00	.00	50.00	0%
2-9900	MISCELLANEOUS	2,000.00	.00	.00	2,000.00	0%
3-0101	OFFICE SUPPLIES	1,500.00	210.68	1,060.99	439.01	71%
3-0118	STATIONARY/ENVELOPES	200.00	.00	.00	200.00	0%
5-0500	OFFICE EQUIPMENT	480.00	56.66	249.98	230.02	52%

621-00	CLERK OF DISTRICT COURT	107,153.21	8,211.28	43,184.97	63,968.24	40%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

622-00	COUNTY COURT SYSTEM					
2-0100	POSTAL SERVICES	2,500.00	100.00	650.00	1,850.00	26%
2-0200	TELEPHONE SERVICE	200.00	.00	.00	200.00	0%
2-1100	DATA PROCESSING COSTS	200.00	.00	.00	200.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	500.00	861.08	861.08	361.08-	172%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-2300	JUROR FEES	5,000.00	.00	.00	5,000.00	0%
2-2400	ATTORNEY FEES	40,000.00	2,385.90	5,600.08	34,399.92	14%
2-4410	HOSPITAL COSTS	.00	.00	.00	.00	0%
2-9900	MISCELLANEOUS	10,000.00	806.00	1,467.00	8,533.00	15%
3-0101	OFFICE SUPPLIES	2,100.00	118.59	208.89	1,891.11	10%
5-0500	OFFICE EQUIPMENT	3,000.00	.00	367.73	2,632.27	12%

622-00	COUNTY COURT SYSTEM	63,500.00	4,271.57	9,154.78	54,345.22	14%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

624-00	DISTRICT JUDGE					
1-0413	BAILIFF WAGES	1,300.00	.00	875.00	425.00	67%
1-1300	PART TIME WAGES	1,000.00	.00	250.00	750.00	25%
2-0100	POSTAL SERVICES	400.00	.00	16.58	383.42	4%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-2300	JUROR FEES	8,000.00	.00	6,230.00	1,770.00	78%
2-2350	WITNESS FEES	5,000.00	.00	574.92	4,425.08	11%
2-2400	SPECIAL COUNTY ATTORNEY	8,000.00	.00	.00	8,000.00	0%
2-2401	COURT APPOINTED COUNSEL	60,000.00	.00	16,078.18	43,921.82	27%
2-2409	DEPOSITIONS	2,000.00	.00	1,000.00	1,000.00	50%
2-2600	COURT FILING FEES CLAIMED	1,500.00	36.00	432.00	1,068.00	29%
2-2601	COURT COSTS	500.00	.00	57.28-	557.28	-11%
2-2604	JUDGE COSTS	1,500.00	.00	62.00	1,438.00	4%
2-2608	JUROR COSTS/MEALS/MILEAGE	13,000.00	.00	13,696.48	696.48-	105%
2-8304	PROBATION OFFICER	6,996.27	.00	.00	6,996.27	0%
2-9900	MISCELLANEOUS	500.00	.00	29.48	470.52	6%
3-0101	OFFICE SUPPLIES	200.00	.00	1,028.07	828.07-	514%
5-0500	OFFICE EQUIPMENT	500.00	861.08	988.34	488.34-	198%

624-00	DISTRICT JUDGE	110,396.27	897.08	41,203.77	69,192.50	37%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

625-00	PUBLIC DEFENDER					
1-0100	OFFICIALS SALARY	41,425.72	3,401.13	17,005.65	24,420.07	41%
1-0305	CLERICAL SALARY	35,000.00	3,780.00	13,860.00	21,140.00	40%
2-0100	POSTAL SERVICES	500.00	.00	.00	500.00	0%
2-0200	TELEPHONE SERVICE	2,520.00	201.45	976.81	1,543.19	39%
2-1700	TRAVEL EXPENSES	1,500.00	835.89	835.89	664.11	56%
2-1801	DUES/FEES/TRAINING	1,000.00	450.00	450.00	550.00	45%
2-2400	ATTORNEY FEES	.00	.00	.00	.00	0%
3-0101	OFFICE SUPPLIES	2,400.00	.00	237.81	2,162.19	10%
4-0501	OFFICE SPACE	12,000.00	1,000.00	5,000.00	7,000.00	42%
5-0315	DATA PROCESSING	.00	.00	.00	.00	0%
5-0500	OFFICE EQUIPMENT	6,000.00	500.00	2,200.00	3,800.00	37%

625-00	PUBLIC DEFENDER	102,345.72	10,168.47	40,566.16	61,779.56	40%

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		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

641-00	BUILDING & GROUNDS					
1-0303	MAINTENANCE SALARY	46,634.00	3,702.26	18,971.09	27,662.91	41%
1-0305	CUSTODIAL WAGES	9,270.00	652.21	3,619.20	5,650.80	39%
1-0406	CUSTODIAL WAGES	.00	.00	.00	.00	0%
2-0501	LIGHT	45,000.00	3,483.58	18,721.74	26,278.26	42%
2-0502	WATER	4,000.00	535.44	3,321.51	678.49	83%
2-0503	HEATING FUELS	33,000.00	.00	1,133.10	31,866.90	3%
2-0504	SEWER	5,200.00	655.52	4,272.75	927.25	82%
2-0505	GARBAGE	2,600.00	184.00	915.00	1,685.00	35%
2-1300	BUILDING REPAIR	15,442.00	2,881.37	5,935.19	9,506.81	38%
2-1600	OTHER EQUIPMENT REPAIR	600.00	.00	.00	600.00	0%
2-1610	LAWN EQUIPMENT REPAIR	100.00	.00	.00	100.00	0%
2-1710	DUES/FEES/TRAINING	150.00	.00	.00	150.00	0%
2-9900	MISCELLANEOUS	16,000.00	1,138.81	6,829.90	9,170.10	43%
3-0103	JANITORIAL SUPPLIES	3,910.00	241.02	1,837.31	2,072.69	47%
3-0120	GROUNDS SUPPLIES	1,000.00	311.99	629.19	370.81	63%
5-0314	LAWN EQUIPMENT	200.00	.00	.00	200.00	0%
5-0319	JANITORIAL EQUIPMENT	100.00	.00	.00	100.00	0%
5-0700	FURNITURE	300.00	.00	.00	300.00	0%

641-00	BUILDING & GROUNDS	183,506.00	13,786.20	66,185.98	117,320.02	36%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

643-00	REAPPRAISAL					
1-0405	CLERICAL WAGES	.00	.00	.00	.00	0%
2-0100	POSTAGE	.00	.00	.00	.00	0%
2-1100	DATA PROCESSING	27,748.00	.00	27,748.00	.00	100%
2-1700	TRAVEL EXPENSES	.00	.00	.00	.00	0%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-2510	APPRAISER FEES	105,000.00	.00	.00	105,000.00	0%
2-9900	MISCELLANEOUS	1,000.00	.00	.00	1,000.00	0%
3-0101	OFFICE SUPPLIES	1,000.00	.00	.00	1,000.00	0%
3-0210	VEHICLE EXPENSES	1,500.00	.00	.00	1,500.00	0%

643-00	REAPPRAISAL	136,248.00	.00	27,748.00	108,500.00	20%

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 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

645-00	AGRICULTURAL EXTENSION OFFICE					
1-0305	CLERICAL SALARY	30,873.00	2,277.00	12,921.48	17,951.52	42%
1-0405	PART TIME WAGES	14,000.00	337.14	6,265.22	7,734.78	45%
2-0100	POSTAL SERVICES	1,800.00	175.52	655.12	1,144.88	36%
2-0200	TELEPHONE SERVICES	3,900.00	199.83	979.36	2,920.64	25%
2-0500	UTILITIES	.00	.00	.00	.00	0%
2-0602	INSURANCE	.00	.00	.00	.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	150.00	49.78	49.78	100.22	33%
2-1700	TRAVEL EXPENSES	14,000.00	1,001.51	3,394.17	10,605.83	24%
2-1708	BOARD MEMBER EXPENSES	1,200.00	.00	165.95	1,034.05	14%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-9900	MISCELLANEOUS	1,000.00	.00	150.95	849.05	15%
3-0101	OFFICE SUPPLIES	600.00	24.63	192.24	407.76	32%
3-0118	STATIONARY/ENVELOPES	550.00	.00	634.67	84.67-	115%
3-0128	DATA PROCESSING SUPPLIES	2,500.00	87.71	695.58	1,804.42	28%
4-0200	OFFICE EQUIPMENT RENTAL	2,080.00	.00	.00	2,080.00	0%
4-0501	OFFICE SPACE	.00	.00	.00	.00	0%
5-0500	OFFICE EQUIPMENT	2,000.00	.00	.00	2,000.00	0%

645-00	AGRICULTURAL EXTENSION OFFI	74,653.00	4,153.12	26,104.52	48,548.48	35%

CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

651-00	SHERIFF					
1-0100	OFFICIALS SALARY	58,500.00	4,795.00	23,975.00	34,525.00	41%
1-0201	CHIEF DEPUTY SALARY	58,500.00	5,140.23	27,164.57	31,335.43	46%
1-0202	DEPUTY SALARY	165,000.00	12,181.24	67,783.64	97,216.36	41%
1-0305	CLERICAL SALARY	39,500.00	2,692.68	14,848.90	24,651.10	38%
1-0407	PART TIME WAGES	.00	.00	.00	.00	0%
1-1100	UNIFORM ALLOWANCE	4,000.00	824.19	2,298.45	1,701.55	57%
2-0100	POSTAL SERVICES	1,000.00	50.00	150.00	850.00	15%
2-0200	TELEPHONE SERVICE	8,000.00	652.13	3,260.65	4,739.35	41%
2-1200	OFFICE EQUIPMENT REPAIR	1,500.00	16.67	213.39	1,286.61	14%
2-1700	TRAVEL EXPENSES	2,000.00	.00	.00	2,000.00	0%
2-1801	DUES/SUBSCRIPTIONS/REGISTRATIONS	3,000.00	350.00	1,994.94	1,005.06	66%
2-1903	ARREST COSTS	200.00	.00	.00	200.00	0%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-2418	SHERIFF FEES	.00	.00	.00	.00	0%
2-8500	BLOOD TESTS	1,000.00	.00	.00	1,000.00	0%
2-8504	DRUG/ALCOHOL TEST	.00	.00	.00	.00	0%
3-0101	OFFICE SUPPLIES	2,500.00	.00	.00	2,500.00	0%
3-0112	LAW ENFORCEMENT SUPPLIES	7,500.00	220.20	15,464.39	7,964.39	206%
3-0209	FUEL	40,000.00	2,174.92	10,835.02	29,164.98	27%
3-0210	MAINTENANCE OIL/GREASE	2,500.00	116.80	610.98	1,889.02	24%
3-0211	TIRE REPAIR	2,500.00	.00	1,203.96	1,296.04	48%
3-0212	EQUIPMENT REPAIR	10,000.00	.00	2,394.77	7,605.23	24%
5-0311	RADIO EQUIPMENT/REPAIR	.00	.00	.00	.00	0%
5-0500	OFFICE EQUIPMENT	3,500.00	.00	.00	3,500.00	0%

651-00	SHERIFF	410,700.00	29,214.06	172,198.66	238,501.34	42%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

652-00	COUNTY ATTORNEY					
1-0100	OFFICIALS SALARY	63,732.00	5,232.50	26,162.50	37,569.50	41%
1-0201	MENTAL HEALTH HEARINGS SALARY	.00	.00	.00	.00	0%
1-0305	CLERICAL SALARY	94,000.00	.00	28,464.00	65,536.00	30%
2-0100	POSTAL SERVICES	1,900.00	.00	7.61	1,892.39	0%
2-0200	TELEPHONE SERVICE	2,000.00	.00	626.55	1,373.45	31%
2-1701	MEALS	.00	.00	341.87	341.87-	0%
2-1702	LODGING	500.00	594.73	594.73	94.73-	119%
2-1704	MILEAGE ALLOWANCE	500.00	589.50	589.50	89.50-	118%
2-1801	DUES/FEES/TRAINING	500.00	67.15	435.15	64.85	87%
2-2350	WITNESS FEES	.00	.00	.00	.00	0%
2-2400	ATTORNEY FEES	5,000.00	.00	41.74	4,958.26	1%
2-2500	CONSULTING FEES	.00	.00	.00	.00	0%
2-8500	BLOOD TESTS	2,500.00	.00	.00	2,500.00	0%
2-9900	MISCELLANEOUS	5,000.00	.00	.00	5,000.00	0%
3-0101	OFFICE SUPPLIES	4,000.00	.00	312.74	3,687.26	8%
3-0118	STATIONARY/ENVELOPES	1,000.00	.00	.00	1,000.00	0%
4-0200	OFFICE EQUIPMENT	6,800.00	.00	1,000.00	5,800.00	15%
4-0501	OFFICE SPACE	9,600.00	.00	2,400.00	7,200.00	25%
5-1309	DATA PROCESSING SOFTWARE	.00	.00	.00	.00	0%

652-00	COUNTY ATTORNEY	197,032.00	6,483.88	60,976.39	136,055.61	31%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

653-00	DISPATCH CENTER					
1-0100	OFFICIALS SALARY	.00	.00	.00	.00	0%
1-0200	COMMUNICATIONS CENTER	.00	.00	.00	.00	0%
1-0202	DISPATCHER WAGES	245,000.00	17,665.86	99,072.36	145,927.64	40%
1-1100	UNIFORMS	1,000.00	.00	63.60	936.40	6%
2-0100	POSTAL SERVICES	.00	.00	.00	.00	0%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-0205	NETWORK/INTERNET	11,500.00	537.60	2,329.60	9,170.40	20%
2-0210	CELLULAR PHONE	.00	.00	.00	.00	0%
2-0500	BUILDINGS/GROUNDS USE 0100 641	.00	.00	.00	.00	0%
2-1200	OFFICE EQUIPMENT	5,000.00	154.94	488.27	4,511.73	10%
2-1600	EQUIPMENT REPAIR	1,000.00	.00	.00	1,000.00	0%
2-1700	TRAVEL EXPENSES	1,000.00	.00	183.60	816.40	18%
2-1750	TRAINING	1,500.00	.00	1,326.22	173.78	88%
2-1801	DUES/FEES/TRAINING	1,500.00	598.00	820.89	679.11	55%
2-8504	MEDICAL	.00	.00	.00	.00	0%
3-0101	OFFICE SUPPLIES	2,500.00	196.19	1,085.50	1,414.50	43%
4-0200	EQUIPMENT RENTAL	.00	.00	.00	.00	0%
5-0311	DO NOT USE/USE 696	.00	.00	.00	.00	0%

653-00	DISPATCH CENTER	270,000.00	19,152.59	105,370.04	164,629.96	39%

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		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

671-00	COUNTY JAIL					
1-0107	ADMINISTRATOR SALARY	54,500.00	4,510.98	22,554.90	31,945.10	41%
1-0331	COOK & HOUSEKEEPER	.00	.00	.00	.00	0%
1-0415	JAILER WAGES	415,000.00	30,544.44	148,106.22	266,893.78	36%
1-1100	EMPLOYEE UNIFORMS	4,500.00	69.61	1,061.54	3,438.46	24%
2-0100	POSTAL SERVICES	1,000.00	50.00	201.00	799.00	20%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-0210	CELLULAR PHONE	.00	.00	.00	.00	0%
2-1101	COMPUTER EXPENSE	.00	.00	.00	.00	0%
2-1200	OFFICE EQUIPMENT REPAIR	6,500.00	.00	5,452.73	1,047.27	84%
2-1700	TRAVEL EXPENSES	5,000.00	.00	244.35	4,755.65	5%
2-1750	TRAINING	3,000.00	.00	80.00	2,920.00	3%
2-1801	DUES/FEES/TRAINING	5,000.00	284.00	915.55	4,084.45	18%
2-1900	BOARD OF PRISONERS COSTS	35,000.00	2,603.38	17,247.96	17,752.04	49%
2-1902	LAUNDRY	.00	.00	.00	.00	0%
2-1903	MEDICAL	50,000.00	111.67	6,883.52	43,116.48	14%
2-1904	UNIFORMS (INMATES)	1,500.00	.00	.00	1,500.00	0%
2-1906	FOOD SERVICE	80,000.00	.00	13,307.50	66,692.50	17%
2-1908	COMMISSARY	5,000.00	651.93	2,687.09	2,312.91	54%
2-1909	INMATE PHONE SYSTEM	6,000.00	300.00	1,500.00	4,500.00	25%
2-8504	EMPLOYEE MEDICAL	2,000.00	.00	.00	2,000.00	0%
3-0101	OFFICE SUPPLIES	3,000.00	129.48	990.25	2,009.75	33%
3-0103	JANITORIAL SUPPLIES	4,000.00	312.19	851.13	3,148.87	21%
3-0118	PRISONER SUPPLIES	.00	.00	.00	.00	0%
3-0211	VEHICLE EXPENSE/REPAIR	1,500.00	.00	.00	1,500.00	0%
5-0500	OFFICE EQUIPMENT	4,500.00	.00	.00	4,500.00	0%

671-00	COUNTY JAIL	687,000.00	39,567.68	222,083.74	464,916.26	32%

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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

696-00	COMMUNICATIONS					
1-0301	ADMINISTRATIVE WAGES	.00	.00	.00	.00	0%
2-0100	POSTAL SERVICE	.00	.00	.00	.00	0%
2-0200	TELEPHONE	7,000.00	318.25	1,585.07	5,414.93	23%
2-0205	INTERNET	.00	.00	.00	.00	0%
2-0210	CELLUAR TELEPHONE	.00	.00	.00	.00	0%
2-0500	UTILITIES	5,000.00	275.04	1,354.73	3,645.27	27%
2-1100	DATA PROCESSING/NETWORK	.00	4,608.70	13,881.46	13,881.46-	0%
2-1200	EQUIPMENT REPAIR	5,000.00	.00	.00	5,000.00	0%
2-1600	RADIO REPAIR	10,000.00	131.25	1,862.30	8,137.70	19%
2-1700	TRAVEL EXPENSE	2,500.00	450.35	1,153.36	1,346.64	46%
2-1801	DUES/FEES/TRAINING	500.00	.00	.00	500.00	0%
2-2000	PRINTING/PUBLISHING	.00	.00	.00	.00	0%
2-2507	IT CONSULTANT SERVICES	60,000.00	.00	18,900.43	41,099.57	32%
3-0101	OFFICE SUPPLIES	1,000.00	.00	73.50	926.50	7%
3-0211	VEHICLE MAINTENANCE/REPAIR	2,000.00	181.46	1,861.55	138.45	93%
5-0200	OFFICE EQUIPMENT	1,500.00	.00	.00	1,500.00	0%
5-0311	RADIO EQUIPMENT	10,000.00	.00	975.90	9,024.10	10%
5-0500	VEHICLE	5,000.00	.00	.00	5,000.00	0%

696-00	COMMUNICATIONS	109,500.00	5,965.05	41,648.30	67,851.70	38%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

702-00	SURVEYOR					
1-0100	OFFICIALS SALARY	28,295.67	2,323.13	11,615.65	16,680.02	41%
1-0201	SURVEY MISC	5,500.00	.00	.00	5,500.00	0%
1-0405	CLERICAL WAGES	2,500.00	.00	.00	2,500.00	0%
2-0200	TELEPHONE SERVICE	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSES	1,600.00	.00	.00	1,600.00	0%
2-1801	DUES/FEES/TRAINING	125.00	.00	.00	125.00	0%
3-0101	OFFICE SUPPLIES	600.00	.00	.00	600.00	0%
4-0306	EQUIPMENT RENTAL	31,641.00	2,636.75	13,183.75	18,457.25	42%

702-00	SURVEYOR	70,261.67	4,959.88	24,799.40	45,462.27	35%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

733-00	NOXIOUS WEED					
1-0100	OFFICIALS SALARY	34,000.00	2,739.23	13,696.15	20,303.85	40%
2-0100	POSTAL SERVICES	800.00	.00	.00	800.00	0%
2-0200	TELEPHONE	1,000.00	70.00	350.00	650.00	35%
2-1100	DATA PROCESSING	.00	.00	.00	.00	0%
2-1101	COMPUTER EXPENSES	1,000.00	.00	.00	1,000.00	0%
2-1601	VEHICLE/EQUIPMENT REPAIR	2,500.00	.00	527.32	1,972.68	21%
2-1700	TRAVEL EXPENSES	2,000.00	.00	179.68	1,820.32	9%
2-1801	DUES/FEES/TRAINING	2,000.00	150.00	275.00	1,725.00	14%
2-1804	MACHINE HIRE	15,000.00	.00	.00	15,000.00	0%
2-2000	PRINTING AND PUBLISHING	1,500.00	.00	556.99	943.01	37%
2-4415	FORCED CONTROL SPRAYING	10,000.00	.00	.00	10,000.00	0%
2-9900	MISCELLANEOUS	2,500.00	.00	.00	2,500.00	0%
3-0101	OFFICE SUPPLIES	300.00	.00	12.57	287.43	4%
3-0102	CHEMICAL SUPPLIES	5,000.00	.00	.00	5,000.00	0%
3-0106	SHOP SUPPLIES	400.00	.00	.00	400.00	0%
5-0600	SPRAYING EQUIPMENT	1,000.00	38.53	82.41	917.59	8%

733-00	NOXIOUS WEED	79,000.00	2,997.76	15,680.12	63,319.88	20%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

801-00	RELIEF/MEDICAL					
2-2900	COUNTY BURIALS	7,500.00	.00	.00	7,500.00	0%
2-3050	EMERGENCY RELIEF	11,500.00	.00	.00	11,500.00	0%
2-9900	MISCELLANEOUS	1,000.00	.00	.00	1,000.00	0%

801-00	RELIEF/MEDICAL	20,000.00	.00	.00	20,000.00	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

803-00	VETERAN SERVICE OFFICE					
1-0100	OFFICIALS SALARY	48,102.64	3,949.31	19,746.55	28,356.09	41%
1-0405	CLERICAL WAGES	2,000.00	100.00	550.00	1,450.00	28%
2-0100	POSTAL SERVICES	100.00	.00	.00	100.00	0%
2-0200	TELEPHONE SERVICE	1,100.00	88.75	442.54	657.46	40%
2-1700	TRAVEL EXPENSES	6,000.00	220.62	1,581.16	4,418.84	26%
2-1801	DUES/FEES/TRAINING	3,500.00	63.77	135.52-	3,635.52	-4%
2-9900	MISCELLANEOUS	100.00	.00	.00	100.00	0%
3-0101	OFFICE SUPPLIES	600.00	.00	206.19	393.81	34%
5-0500	OFFICE EQUIPMENT	1,500.00	.00	171.87	1,328.13	11%
5-1500	GRAVE MARKERS/FLAGS	2,500.00	95.00	867.24	1,632.76	35%

803-00	VETERAN SERVICE OFFICE	65,502.64	4,517.45	23,430.03	42,072.61	36%

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CHERRY COUNTY
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 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

822-00	INSTITUTIONS					
2-2700	MENTAL HEALTH BOARD COSTS	.00	.00	.00	.00	0%
2-2800	INSTITUTIONAL COSTS (REGION IV)	10,504.00	2,626.00	16,011.50	5,507.50-	152%
2-2801	REGION 4	21,519.00	.00	.00	21,519.00	0%
2-2802	LINCOLN REGIONAL	.00	.00	.00	.00	0%
2-2807	NORTH CENTRAL DISTRICT HEALTH DEPT	.00	.00	.00	.00	0%
2-9900	MISCELLANEOUS	6,500.00	.00	.00	6,500.00	0%

822-00	INSTITUTIONS	38,523.00	2,626.00	16,011.50	22,511.50	42%

CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

970-00	MISCELLANEOUS					
1-0335	SAWYER MEMORIAL LIBRARY SALARY	.00	.00	.00	.00	0%
1-0801	WORKERS COMP/ALL DEPARTMENTS	.00	.00	.00	.00	0%
1-0802	GROUP HEALTH INSURANCE	.00	.00	.00	.00	0%
1-0803	GROUP HEALTH INSURANCE	915,000.00	67,339.04	333,662.11	581,337.89	36%
1-0808	CASH IN LIEU	15,000.00	1,600.00	6,800.00	8,200.00	45%
1-0900	REGULAR (COUNTY RETIREMENT)	135,000.00	10,783.69	56,115.45	78,884.55	42%
1-1000	COUNTY SHARE OASI	150,000.00	11,439.81	59,830.17	90,169.83	40%
1-1200	I.D.THEFT	.00	.00	.00	.00	0%
1-1400	MISCELLANEOUS	1,500.00	601.75	601.75	898.25	40%
1-1500	UNEMPLOYMENT CONTRIBUTION	4,000.00	.00	.00	4,000.00	0%
2-0200	TELEPHONE	22,000.00	1,800.21	8,690.85	13,309.15	40%
2-0600	INSURANCE PREMIUMS	140,000.00	.00	.00	140,000.00	0%
2-0601	GENERAL LIABILITY INSURANCE	.00	.00	.00	.00	0%
2-1100	PAYROLL DATA PROCESSING	.00	.00	.00	.00	0%
2-1150	JOINT PUBLIC HEARING COSTS	8,000.00	.00	6,623.38	1,376.62	83%
2-1801	DUES/SUBS/REG/TRAINING	5,500.00	2,090.39	2,090.39	3,409.61	38%
2-2000	PRINTING/PUBLISHING	8,000.00	1,071.46	3,272.65	4,727.35	41%
2-2418	SHERIFF FEES	4,500.00	109.49	633.64	3,866.36	14%
2-2540	AUDIT COSTS	17,500.00	.00	.00	17,500.00	0%
2-3020	AUTOPSY	3,000.00	.00	.00	3,000.00	0%
2-4300	CNEDD	.00	.00	.00	.00	0%
2-4408	AMBULANCE COSTS	.00	.00	.00	.00	0%
2-4411	AREA AGENCY ON AGING COST	2,000.00	.00	.00	2,000.00	0%
2-5007	HEALTH DEPARTMENT (MILES OF SMILES)	2,008.00	.00	2,008.00	.00	100%
2-5821	COST PLAN-SEQUOIA	.00	.00	.00	.00	0%
2-6070	SPECIAL PROJECTS (TITLE III)	.00	.00	.00	.00	0%
2-6500	ADVERTISED TAX SALES	750.00	.00	.00	750.00	0%
2-7400	BUDGET ASSISTANCE	4,000.00	.00	4,000.00	.00	100%
2-8600	CORONER	1,000.00	.00	.00	1,000.00	0%
2-9900	MISCELLANEOUS	4,000.00	65.00	1,872.13	2,127.87	47%
3-0100	SUPPLIES (COPY PAPER)	3,500.00	.00	.00	3,500.00	0%
4-0200	POSTAGE METER RENT (MAILFINANCE)	5,800.00	1,128.63	2,849.12	2,950.88	49%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%
7-0201	INTERFUND TRANSFER-EMERGENCY MNGT	54,300.00	.00	.00	54,300.00	0%

970-00	MISCELLANEOUS	1,506,358.00	98,029.47	489,049.64	1,017,308.36	32%

0100	GENERAL	4,991,552.81	305,712.75	1,685,509.35	3,306,043.46	34%

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

705-00	ROAD DISTRICT 1					
1-0100	HIGHWAY SUPERINTENDENT	3,000.00	750.00	1,500.00	1,500.00	50%
1-0101	ROAD SUPERVISOR	22,000.00	4,720.83	9,441.66	12,558.34	43%
1-0303	MAINTENANCE SALARY	340,000.00	24,693.41	133,632.31	206,367.69	39%
1-0305	CLERICAL SALARY	8,000.00	1,908.42	4,126.92	3,873.08	52%
1-0801	WORKERS COMPENSATION	15,000.00	.00	.00	15,000.00	0%
1-0803	GROUP INSURANCES	126,000.00	11,847.50	50,898.70	75,101.30	40%
1-0808	CASH IN LIEU	.00	800.00	4,000.00	4,000.00-	0%
1-0900	COUNTY RETIREMENT	28,000.00	2,164.92	10,037.34	17,962.66	36%
1-1000	OASI (COUNTY SHARE)	35,000.00	2,440.00	11,416.31	23,583.69	33%
1-1100	UNIFORM ALLOWANCE	5,000.00	275.10	555.10	4,444.90	11%
1-1200	I.D.THEFT	.00	.00	.00	.00	0%
1-1500	UNEMPLOYMENT CONTRIBUTION	1,500.00	.00	.00	1,500.00	0%
2-0100	POSTAL SERVICES	200.00	16.66	91.66	108.34	46%
2-0200	TELEPHONE SERVICE	200.00	.00	34.98	165.02	17%
2-0400	RADIO REPAIR	500.00	.00	.00	500.00	0%
2-0501	UTILITIES (ELECTRIC/SEWER/GARBAGE)	15,000.00	302.54	2,591.34	12,408.66	17%
2-0503	HEATING FUELS	11,000.00	157.50	157.50	10,842.50	1%
2-0601	GENERAL LIABILITY INSURANCE	13,000.00	.00	.00	13,000.00	0%
2-1300	BUILDING REPAIR	4,000.00	.00	.00	4,000.00	0%
2-1400	EQUIPMENT REPAIR & MAINTENANCE	90,000.00	4,667.96	65,833.90	24,166.10	73%
2-1500	EQUIPMENT REPAIR-LABOR	35,000.00	.00	.00	35,000.00	0%
2-1804	MACHINE HIRE	5,000.00	.00	.00	5,000.00	0%
2-1814	FUEL TAXES	3,000.00	9.00	1,382.00	1,618.00	46%
2-1903	DRUG TESTING	1,600.00	68.00	103.00	1,497.00	6%
2-2200	FREIGHT/SHIPPING	1,000.00	25.06	122.50	877.50	12%
2-2530	ENGINEERING/SURVEYOR FEES	.00	.00	2,390.97	2,390.97-	0%
2-2533	ENGINEERING COSTS	12,000.00	2,883.15	4,453.15	7,546.85	37%
3-0101	OFFICE SUPPLIES	2,000.00	12.83	368.18	1,631.82	18%
3-0106	SHOP SUPPLIES	10,000.00	1,041.40	4,726.05	5,273.95	47%
3-0109	TOOLS	3,000.00	18.38	1,004.84	1,995.16	33%
3-0201	MILLINGS	90,000.00	.00	44,550.00	45,450.00	50%
3-0202	GRAVEL/CLAY/ROCK	200,000.00	5,070.00	28,627.52	171,372.48	14%
3-0204	SNOW/ICE CONTROL	4,000.00	.00	.00	4,000.00	0%
3-0206	CULVERTS & AUTOGATES	13,000.00	.00	10,840.00	2,160.00	83%
3-0208	LUMBER	500.00	.00	.00	500.00	0%
3-0209	MACHINERY & EQUIP FUEL	150,000.00	.00	21,243.16	128,756.84	14%
3-0210	MACHINERY & EQUIP OIL	2,500.00	.00	449.93	2,050.07	18%
3-0211	MACHINERY TIRES-REPAIRS	20,000.00	37.50	3,341.72	16,658.28	17%
3-0213	EROSION CONTROL	500.00	.00	.00	500.00	0%
3-0219	ROAD OIL	95,000.00	.00	.00	95,000.00	0%
3-0301	SIGNS/POSTS/MATERIALS	5,000.00	.00	261.98	4,738.02	5%
3-0303	GUARD RAILS/POSTS	1,500.00	.00	.00	1,500.00	0%
3-0304	DO NOT USE/USE 3 0303 (GUARD RAILS/	.00	.00	.00	.00	0%
3-0308	FLARES/FLAGS/BARRICADES	1,000.00	.00	.00	1,000.00	0%
3-0400	MISCELLANEOUS	5,000.00	46.38	400.97	4,599.03	8%
4-0100	EQUIPMENT RENTAL	10,000.00	.00	5,003.92	4,996.08	50%
4-0400	LAND RENTALS	500.00	.00	.00	500.00	0%

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CHERRY CNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0200) ROAD

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

5-0200	BUILDING IMPROVEMENT/PURCHASE	5,000.00	.00	.00	5,000.00	0%
5-0300	EQUIPMENT RENT/LEASE/PURCHASE	100,000.00	1,100.00	15,075.00	84,925.00	15%
5-0311	RADIO EQUIPMENT	2,000.00	.00	.00	2,000.00	0%
5-0315	DATA PROCESSING EXPENSE	1,000.00	69.23	346.15	653.85	35%
5-1201	ARMOR COATING	15,000.00	.00	7,095.00	7,905.00	47%
5-1209	STRIPING	3,000.00	.00	.00	3,000.00	0%
5-1304	ROAD AGREEMENTS	500.00	.00	.00	500.00	0%
7-0200	INTERFUND TRANSFERS	25,000.00	.00	.00	25,000.00	0%
7-0201	INTERFUND TRANSFER TO BOND	120,000.00	.00	.00	120,000.00	0%

705-00	ROAD DISTRICT 1	1,660,000.00	65,125.77	446,103.76	1,213,896.24	27%

CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(0200) ROAD

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

706-00	ROAD DISTRICT 2					
1-0100	HIGHWAY SUPERINTENDENT	3,000.00	.00	750.00	2,250.00	25%
1-0101	ROAD SUPERVISOR	30,000.00	.00	4,720.83	25,279.17	16%
1-0303	MAINTENANCE SALARY	320,000.00	26,913.33	154,266.67	165,733.33	48%
1-0305	CLERICAL SALARY	8,000.00	.00	1,739.10	6,260.90	22%
1-0801	WORKERS COMPENSATION	15,000.00	.00	.00	15,000.00	0%
1-0802	HEALTH/ACCIDENT INSURANCE	.00	.00	.00	.00	0%
1-0803	GROUP INSURANCES	126,000.00	11,005.14	55,047.47	70,952.53	44%
1-0808	CASH IN LIEU	.00	.00	.00	.00	0%
1-0900	COUNTY RETIREMENT	35,000.00	1,782.73	11,172.28	23,827.72	32%
1-1000	OASI (COUNTY SHARE)	35,000.00	1,986.32	11,977.99	23,022.01	34%
1-1100	UNIFORM ALLOWANCE	2,500.00	111.21	1,709.05	790.95	68%
1-1200	I.D.THEFT	.00	.00	.00	.00	0%
1-1500	UNEMPLOYMENT CONTRIBUTION	2,500.00	.00	.00	2,500.00	0%
2-0100	POSTAL SERVICES	300.00	16.67	119.67	180.33	40%
2-0200	TELEPHONE SERVICE	6,000.00	410.67	1,996.34	4,003.66	33%
2-0400	RADIO REPAIR	500.00	73.45	73.45	426.55	15%
2-0501	UTILITIES (ELECTRIC/SEWER/GARBAGE)	5,900.00	272.51	1,516.71	4,383.29	26%
2-0503	HEATING FUELS	5,000.00	568.92	568.92	4,431.08	11%
2-0601	GENERAL LIABILITY INSURANCE	12,000.00	.00	.00	12,000.00	0%
2-1300	BUILDING REPAIR	20,000.00	.00	11,250.00	8,750.00	56%
2-1400	EQUIPMENT REPAIR & MAINTENANCE	135,000.00	43,989.65	87,808.66	47,191.34	65%
2-1500	EQUIPMENT REPAIR-LABOR	20,000.00	.00	.00	20,000.00	0%
2-1804	MACHINE HIRE	3,000.00	.00	.00	3,000.00	0%
2-1814	FUEL TAXES	5,000.00	.00	2,735.00	2,265.00	55%
2-1903	DRUG TESTING	1,600.00	161.00	378.00	1,222.00	24%
2-2200	FREIGHT/SHIPPING	2,000.00	823.75	1,627.29	372.71	81%
2-2530	ENGINEERING/SURVEYOR FEES	.00	.00	127.33	127.33-	0%
2-2533	ENGINEERING COSTS	7,000.00	2,528.27	4,098.27	2,901.73	59%
3-0101	OFFICE SUPPLIES	2,000.00	12.83	170.72	1,829.28	9%
3-0106	SHOP SUPPLIES	10,000.00	4,405.65	7,310.00	2,690.00	73%
3-0109	TOOLS	3,000.00	.00	999.98	2,000.02	33%
3-0201	MILLINGS	60,000.00	.00	44,550.00	15,450.00	74%
3-0202	GRAVEL/CLAY/ROCK	292,500.00	13,518.56	147,513.79	144,986.21	50%
3-0204	SNOW/ICE CONTROL	1,500.00	.00	.00	1,500.00	0%
3-0206	CULVERTS & AUTOGATES	12,000.00	3,900.00	3,900.00	8,100.00	33%
3-0208	LUMBER	500.00	.00	537.24	37.24-	107%
3-0209	MACHINERY & EQUIP FUEL	150,000.00	5,337.39	60,432.41	89,567.59	40%
3-0210	MACHINERY & EQUIP OIL	12,000.00	8,558.77	10,816.89	1,183.11	90%
3-0211	MACHINERY TIRES-REPAIRS	25,100.00	853.98	6,377.74	18,722.26	25%
3-0213	EROSION CONTROL	1,000.00	.00	.00	1,000.00	0%
3-0219	ROAD OIL	60,000.00	.00	45,353.87	14,646.13	76%
3-0301	SIGNS	4,000.00	.00	.00	4,000.00	0%
3-0303	GUARD RAILS/POSTS	1,500.00	.00	5,900.00	4,400.00-	393%
3-0308	FLARES/FLAGS/BARRICADES	500.00	1,454.50	3,201.25	2,701.25-	640%
3-0400	MISCELLANEOUS	3,000.00	142.77	2,191.88	808.12	73%
4-0100	EQUIPMENT RENTAL	10,000.00	.00	5,700.00	4,300.00	57%
4-0400	LAND RENTALS	500.00	.00	.00	500.00	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0200) ROAD

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

5-0200	BUILDING IMPROVEMENT/PURCHASE	500.00	.00	.00	500.00	0%
5-0300	EQUIPMENT RENT/LEASE/PURCHASE	100,000.00	28,250.00	83,150.00	16,850.00	83%
5-0311	RADIO EQUIPMENT	1,500.00	30.97	30.97	1,469.03	2%
5-0315	DATA PROCESSING EXPENSE	1,000.00	69.23	346.15	653.85	35%
5-1201	ARMOR COATING	12,000.00	.00	.00	12,000.00	0%
5-1209	STRIPING	2,000.00	.00	.00	2,000.00	0%
5-1304	ROAD AGREEMENTS	500.00	.00	.00	500.00	0%
7-0200	INTERFUND TRANSFERS	25,000.00	.00	.00	25,000.00	0%
7-0201	INTERFUND TRANSFER TO BOND	50,000.00	.00	.00	50,000.00	0%

706-00	ROAD DISTRICT 2	1,641,900.00	157,178.27	782,165.92	859,734.08	48%

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

707-00	ROAD DISTRICT 3					
1-0100	HIGHWAY SUPERINTENDENT	3,000.00	.00	1,500.00	1,500.00	50%
1-0101	ROAD SUPERVISOR	21,000.00	.00	9,441.66	11,558.34	45%
1-0303	MAINTENANCE SALARY	250,000.00	19,717.27	100,999.16	149,000.84	40%
1-0305	CLERICAL SALARY	5,500.00	.00	4,038.69	1,461.31	73%
1-0801	WORKERS COMPENSATION	15,000.00	.00	.00	15,000.00	0%
1-0803	GROUP INSURANCES	126,000.00	8,699.64	51,564.82	74,435.18	41%
1-0808	CASH IN LIEU	.00	.00	.00	.00	0%
1-0900	COUNTY RETIREMENT	20,000.00	1,330.92	8,320.67	11,679.33	42%
1-1000	OASI (COUNTY SHARE)	25,000.00	1,419.72	8,362.09	16,637.91	33%
1-1100	UNIFORM ALLOWANCE	2,500.00	269.38	969.56	1,530.44	39%
1-1200	I.D.THEFT	.00	.00	.00	.00	0%
1-1300	DO NOT USE (OTHER PERSONAL SERVICES	.00	.00	.00	.00	0%
1-1500	UNEMPLOYMENT CONTRIBUTION	1,200.00	.00	.00	1,200.00	0%
2-0100	POSTAL SERVICES	300.00	16.67	63.67	236.33	21%
2-0200	TELEPHONE SERVICE	4,500.00	316.11	1,580.51	2,919.49	35%
2-0400	RADIO REPAIR	500.00	.00	.00	500.00	0%
2-0501	UTILITIES (ELECTRIC/SEWER/GARBAGE)	5,500.00	315.14	1,288.83	4,211.17	23%
2-0503	HEATING FUELS	9,000.00	291.80	291.80	8,708.20	3%
2-0601	GENERAL LIABILITY INSURANCE	12,500.00	.00	.00	12,500.00	0%
2-1300	BUILDING REPAIR	3,000.00	.00	.00	3,000.00	0%
2-1400	EQUIPMENT REPAIR & MAINTENANCE	149,700.00	7,799.53	37,951.71	111,748.29	25%
2-1500	EQUIPMENT REPAIR-LABOR	30,000.00	.00	.00	30,000.00	0%
2-1804	MACHINE HIRE	2,500.00	.00	.00	2,500.00	0%
2-1814	FUEL TAXES	5,000.00	9.00	2,333.00	2,667.00	47%
2-1903	DRUG TESTING	1,600.00	.00	166.00	1,434.00	10%
2-2200	FREIGHT/SHIPPING	2,000.00	120.61	304.80	1,695.20	15%
2-2530	ENGINEERING/SURVEYOR FEES	.00	.00	3,522.80	3,522.80-	0%
2-2533	ENGINEERING COSTS	7,000.00	4,450.35	7,197.85	197.85-	103%
3-0101	OFFICE SUPPLIES	1,500.00	12.84	170.72	1,329.28	11%
3-0106	SHOP SUPPLIES	20,000.00	2,304.99	6,943.70	13,056.30	35%
3-0109	TOOLS	3,000.00	.00	399.99	2,600.01	13%
3-0201	MILLINGS	55,000.00	.00	7,220.00	47,780.00	13%
3-0202	GRAVEL/CLAY/ROCK	300,000.00	46,896.77	96,751.97	203,248.03	32%
3-0203	GRADER BLADE	.00	.00	.00	.00	0%
3-0204	SNOW/ICE CONTROL	1,200.00	.00	.00	1,200.00	0%
3-0206	CULVERTS & AUTOGATES	18,000.00	.00	1,560.00	16,440.00	9%
3-0208	LUMBER	500.00	83.70	111.60	388.40	22%
3-0209	MACHINERY & EQUIP FUEL	155,000.00	10,476.67	51,084.39	103,915.61	33%
3-0210	MACHINERY & EQUIP OIL	5,500.00	50.00	370.60	5,129.40	7%
3-0211	MACHINERY TIRES-REPAIRS	20,000.00	7,536.16	8,740.04	11,259.96	44%
3-0213	EROSION CONTROL	1,000.00	.00	450.00	550.00	45%
3-0219	ROAD OIL	135,000.00	280.00	65,257.07	69,742.93	48%
3-0301	SIGNS	5,000.00	7,450.56	7,450.56	2,450.56-	149%
3-0303	GUARD RAILS/POSTS	1,500.00	.00	.00	1,500.00	0%
3-0308	FLARES/FLAGS/BARRICADES	1,000.00	.00	29.98	970.02	3%
3-0400	MISCELLANEOUS	3,000.00	20.00	384.58	2,615.42	13%
4-0100	EQUIPMENT RENTAL	2,500.00	.00	.00	2,500.00	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0200) ROAD

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

4-0400	LAND RENTALS	500.00	.00	.00	500.00	0%
5-0200	BUILDING IMPROVEMENT/PURCHASE	5,000.00	.00	.00	5,000.00	0%
5-0300	EQUIPMENT RENT/LEASE/PURCHASE	100,000.00	.00	42,745.00	57,255.00	43%
5-0311	RADIO EQUIPMENT	2,000.00	70.58	70.58	1,929.42	4%
5-0315	DATA PROCESSING EXPENSE	1,000.00	69.24	346.20	653.80	35%
5-1201	ARMOR COATING	1,000.00	.00	13,641.50	12,641.50-	364%
5-1209	STRIPING	2,000.00	4,320.00	4,320.00	2,320.00-	216%
5-1304	ROAD AGREEMENTS	500.00	.00	.00	500.00	0%
7-0200	INTERFUND TRANSFERS	25,000.00	.00	.00	25,000.00	0%
7-0201	INTERFUND TRANSFER TO BOND	99,000.00	.00	.00	99,000.00	0%

707-00	ROAD DISTRICT 3	1,667,000.00	124,327.65	547,946.10	1,119,053.90	33%

0200	ROAD	4,968,900.00	346,631.69	1,776,215.78	3,192,684.22	36%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0500) EMERGENCY BRIDGE

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

704-00	EMERGENCY BRIDGE					
5-1211	BRIDGES	524,000.00	.00	2,325.00	521,675.00	0%
5-1302	ENGINEERING FEES	100,025.00	.00	2,362.45	97,662.55	2%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

704-00	EMERGENCY BRIDGE	624,025.00	.00	4,687.45	619,337.55	1%

0500	EMERGENCY BRIDGE	624,025.00	.00	4,687.45	619,337.55	1%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0650) HIGHWAY STREET/BRIDGE BUYBACK

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

706-00	HIGHWAY STREET/BRIDGE BUYBACK					
5-1210	STP HIGHWAY STREET BUYBACK	512,108.73	.00	341,572.91	170,535.82	67%
5-1211	HBP HIGHWAY BRIDGE BUYBACK	481,738.26	.00	.00	481,738.26	0%

706-00	HIGHWAY STREET/BRIDGE BUYBA	993,846.99	.00	341,572.91	652,274.08	34%

0650	HIGHWAY STREET/BRIDGE BUYBACK	993,846.99	.00	341,572.91	652,274.08	34%

CHERRY CNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(0990) VISITOR PROMOTION

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

879-00	VISITOR PROMOTION					
1-0301	ADMINISTRATIVE SALARY	55,000.00	3,891.32	19,456.60	35,543.40	35%
1-0405	CLERICAL WAGES	19,000.00	.00	5,664.00	13,336.00	30%
1-0802	HEALTH INSURANCE	.00	.00	.00	.00	0%
1-0803	HEALTH INSURANCE	1,000.00	.00	.00	1,000.00	0%
1-0900	COUNTY RETIREMENT	6,000.00	262.66	1,695.62	4,304.38	28%
1-0990	COUNTY RETIREMENT	.00	.00	.00	.00	0%
1-1000	OASI (COUNTY SHARE)	6,000.00	285.91	1,862.87	4,137.13	31%
2-0100	POSTAL SERVICES	1,000.00	208.00	358.00	642.00	36%
2-0200	TELEPHONE SERVICE	3,000.00	180.15	916.53	2,083.47	31%
2-0500	UTILITIES	5,000.00	323.22	1,472.07	3,527.93	29%
2-0600	BUILDING INSURANCE	.00	.00	.00	.00	0%
2-0609	GROUND MAINTENANCE	15,000.00	758.00	2,021.56	12,978.44	13%
2-1300	BUILDING REPAIR	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSES	3,000.00	290.00	733.49	2,266.51	24%
2-1704	MILEAGE ALLOWANCE	3,000.00	288.20	694.30	2,305.70	23%
2-1801	DUES/FEES/TRAINING	10,000.00	102.00	1,020.50	8,979.50	10%
2-2000	PRINTING AND PUBLISHING	.00	.00	.00	.00	0%
2-6040	TOURISM PROMOTION	96,500.00	40,297.20	124,890.02	28,390.02	129%
2-6050	TRAVEL EXHIBIT EXPENSE	1,000.00	.00	830.00	170.00	83%
2-6060	PROMOTIONAL SUPPLIES	.00	.00	.00	.00	0%
2-6071	SPECIAL PROJECT (EXPLORE VALENTINE)	30,000.00	.00	.00	30,000.00	0%
2-6072	SPECIAL PROJECT (GRANTS)	50,000.00	4,000.00	10,000.00	40,000.00	20%
2-9900	MISCELLANEOUS	500.00	.00	.00	500.00	0%
3-0101	OFFICE SUPPLIES	10,000.00	.00	1,046.83	8,953.17	10%
4-0501	OFFICE SPACE	.00	.00	.00	.00	0%

879-00	VISITOR PROMOTION	315,000.00	50,886.66	172,662.39	142,337.61	55%

0990	VISITOR PROMOTION	315,000.00	50,886.66	172,662.39	142,337.61	55%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (0995) VISITOR IMPROVEMENT

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

879-00	VISITOR IMPROVEMENT					
2-1305	COUNTY	954,701.30	.00	.00	954,701.30	0%
2-6070	TOURISM	575,298.70	.00	9,000.00	566,298.70	2%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

879-00	VISITOR IMPROVEMENT	1,530,000.00	.00	9,000.00	1,521,000.00	1%

0995	VISITOR IMPROVEMENT	1,530,000.00	.00	9,000.00	1,521,000.00	1%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(1150) REGISTER OF DEEDS P&M

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

604-00	REGISTER OF DEEDS P&M					
2-1016	MICROFILMING	11,000.00	.00	.00	11,000.00	0%
2-1101	COMPUTER EXPENSE	2,000.00	.00	.00	2,000.00	0%
3-0101	OFFICE SUPPLIES	5,000.00	1,187.50	1,187.50	3,812.50	24%
3-0128	DATA PROCESSING SUPPLIES	3,000.00	.00	.00	3,000.00	0%
5-0315	DATA PROCESSING	.00	.00	.00	.00	0%

604-00	REGISTER OF DEEDS P&M	21,000.00	1,187.50	1,187.50	19,812.50	6%

1150	REGISTER OF DEEDS P&M	21,000.00	1,187.50	1,187.50	19,812.50	6%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(1275) EMPLOYEE HEALTH INSURANCE CLAIM

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

614-00	EMPLOYEE HEALTH INSURANCE CLAIM					
1-0800	HEALTH CLAIMS	1,722,000.00	18,940.43	177,976.45	1,544,023.55	10%
2-2500	HEALTH PLAN FEES	8,350.00	.00	376.65	7,973.35	5%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

614-00	EMPLOYEE HEALTH INSURANCE C	1,730,350.00	18,940.43	178,353.10	1,551,996.90	10%

1275	EMPLOYEE HEALTH INSURANCE CLAIM	1,730,350.00	18,940.43	178,353.10	1,551,996.90	10%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(1900) VETERAN AID

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

802-00	VETERANS AID					
2-8700	VETERAN AID COSTS	4,350.88	.00	.00	4,350.88	0%

802-00	VETERANS AID	4,350.88	.00	.00	4,350.88	0%

1900	VETERAN AID	4,350.88	.00	.00	4,350.88	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2050) BOOKMOBILE

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

865-00	BOOKMOBILE					
2-4428	THOMAS COUNTY LIBRARY	2,632.00	.00	658.00	1,974.00	25%
2-4429	CHERRY COUNTY BOOKMOBILE	115,670.25	10,650.70	48,359.02	67,311.23	42%
2-6070	SPECIAL PROJECTS	72,017.46	.00	.00	72,017.46	0%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

	865-00 BOOKMOBILE	190,319.71	10,650.70	49,017.02	141,302.69	26%

2050	BOOKMOBILE	190,319.71	10,650.70	49,017.02	141,302.69	26%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2375) DRUG & ALCOHOL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

786-00	DRUG & ALCOHOL					
2-0100	POSTAL SERVICES	670.32	.00	.00	670.32	0%
2-2902	ATTORNEY	.00	.00	.00	.00	0%
3-0101	OFFICE SUPPLIES	4,000.00	.00	.00	4,000.00	0%
3-0112	CANINE SUPPLIES	5,000.00	.00	.00	5,000.00	0%
3-0157	EDUCATIONAL MATERIALS	10,000.00	.00	.00	10,000.00	0%
3-0212	EQUIPMENT REPAIRS	3,000.00	.00	.00	3,000.00	0%

	786-00 DRUG & ALCOHOL	22,670.32	.00	.00	22,670.32	0%

2375	DRUG & ALCOHOL	22,670.32	.00	.00	22,670.32	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2500) GRANT

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

705-00	GRANT					
2-1130	GRANT ADMINISTRATION	.00	.00	.00	.00	0%
2-4300	ECONOMIC DEVELOPMENT	.00	.00	.00	.00	0%
2-4301	ECONOMIC DEVELOPMENT	220,000.00	.00	211,259.74	8,740.26	96%
2-4302	ECONOMIC DEVELOPMENT	.00	.00	.00	.00	0%
2-4303	ECONOMIC DEVELOPMENT	.00	.00	.00	.00	0%
2-4304	ECONOMIC DEVELOPMENT	.00	.00	.00	.00	0%
3-0202	GRAVEL/CLAY/ROCK	.00	.00	.00	.00	0%
3-0400	MISCELLANEOUS	486,463.06	.00	.00	486,463.06	0%
5-0304	EMERGENCY MANAGEMENT EQUIPMENT	100,000.00	.00	.00	100,000.00	0%
5-0307	MOTOR GRADERS & LOADERS	.00	99,600.00	99,600.00	99,600.00-	0%
5-0330	GRANT EQUIPMENT	.00	.00	.00	.00	0%
5-1202	GRADING	.00	.00	.00	.00	0%
7-0200	INTERFUND TRANSFERS	220,000.00	.00	.00	220,000.00	0%

705-00	GRANT	1,026,463.06	99,600.00	310,859.74	715,603.32	30%

2500	GRANT	1,026,463.06	99,600.00	310,859.74	715,603.32	30%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(2575) DISASTER

		Budget	Expenditures	Year-to-date	Budget	Percent
		Adopted		Expenditures	Remaining	Used

704-00	BRIDGE AND ROAD CONSTRUCTION					
2-1804	MACHINE HIRE	.00	.00	.00	.00	0%
3-0201	ASPHALT/MILLINGS	.00	.00	.00	.00	0%
3-0202	GRAVEL, CLAY, ROCK	.00	.00	.00	.00	0%
3-0206	CULVERTS	.00	.00	.00	.00	0%
4-0100	EQUIPMENT RENT	.00	.00	.00	.00	0%
7-0200	INTERFUND TRANSFER	.00	.00	.00	.00	0%

704-00	BRIDGE AND ROAD CONSTRUCTIO	.00	.00	.00	.00	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2575) DISASTER

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

900-00	ROAD BOND					
2-2502	PROFESSIONAL FEES	800.00	400.00	400.00	400.00	50%
6-0100	PRINCIPAL RETIREMENT	490,000.00	.00	.00	490,000.00	0%
6-0101	PRINCIPAL RETIREMENT (FUTURE)	559,167.50	.00	.00	559,167.50	0%
6-0200	INTEREST PAYMENTS	56,482.50	521,448.75	521,448.75	464,966.25-	923%

	900-00 ROAD BOND	1,106,450.00	521,848.75	521,848.75	584,601.25	47%

2575	DISASTER	1,106,450.00	521,848.75	521,848.75	584,601.25	47%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2580) COVID AMERICAN RESCUE PLAN

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

911-00	ARPA GRANT					
2-2501	CONSULTING FEES	8,207.04	.00	.00	8,207.04	0%
2-9900	MISCELLANEOUS	338,292.96	.00	.00	338,292.96	0%
5-0557	COMMUNICATIONS EQUIPMENT	100,000.00	.00	.00	100,000.00	0%
5-0559	CORRECTIONAL FACILITY EQUIPMENT	80,000.00	.00	72,558.73	7,441.27	91%
7-0200	INTERFUND TRANSFERS	200,000.00	.00	.00	200,000.00	0%

911-00	ARPA GRANT	726,500.00	.00	72,558.73	653,941.27	10%

2580	COVID AMERICAN RESCUE PLAN	726,500.00	.00	72,558.73	653,941.27	10%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2650) EMERGENCY MANAGEMENT

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

696-00	EMERGENCY MANAGEMENT					
1-0100	DIRECTOR SALARY	58,000.00	3,959.06	19,795.30	38,204.70	34%
1-0200	DEPUTY SALARY	17,772.66	1,459.17	7,295.85	10,476.81	41%
1-0301	ADMINISTRATIVE SALARY	.00	.00	.00	.00	0%
1-0305	CLERICAL WAGES	16,564.00	1,013.88	6,296.29	10,267.71	38%
1-0803	INSURANCE	42,097.00	2,285.94	12,097.34	29,999.66	29%
1-0808	CASH IN LIEU	.00	800.00	4,000.00	4,000.00-	0%
1-0900	COUNTY RETIREMENT	5,500.00	434.17	2,253.65	3,246.35	41%
1-1000	OASI (COUNTY SHARE)	6,000.00	541.29	2,800.33	3,199.67	47%
2-0100	POSTAL SERVICE	.00	.00	.00	.00	0%
2-0200	TELEPHONE SERVICE	3,000.00	221.92	1,222.52	1,777.48	41%
2-0205	INTERNET	.00	.00	.00	.00	0%
2-0211	PAGER SERVICE	4,000.00	.00	5,500.00	1,500.00-	138%
2-0500	UTILITIES	2,500.00	181.64	943.36	1,556.64	38%
2-1100	DATA PROCESSING/NETWORK	6,000.00	.00	.00	6,000.00	0%
2-1200	EQUIPMENT REPAIR	5,000.00	.00	.00	5,000.00	0%
2-1600	RADIO REPAIR	.00	.00	.00	.00	0%
2-1700	TRAVEL EXPENSE	3,000.00	.00	.00	3,000.00	0%
2-1701	MEALS	500.00	.00	.00	500.00	0%
2-1702	LODGING	.00	.00	.00	.00	0%
2-1704	MILEAGE/FUEL	1,000.00	.00	.00	1,000.00	0%
2-1801	DUES/FEES/TRAINING	1,000.00	.00	495.00	505.00	50%
2-2000	PRINTING/PUBLISHING	500.00	.00	.00	500.00	0%
2-2515	DEPUTIES	.00	.00	.00	.00	0%
2-4449	REGIONAL EMERGENCY MANAGEMENT	.00	.00	.00	.00	0%
2-9200	LOCAL EMERGENCY PLANNING	.00	.00	.00	.00	0%
3-0101	OFFICE SUPPLIES	3,500.00	.00	960.81	2,539.19	27%
3-0122	EMERGENCY SUPPLIES	1,500.00	.00	43.20	1,456.80	3%
3-0140	GENERAL SUPPLIES	10,000.00	.00	.00	10,000.00	0%
3-0400	MISCELLANEOUS	1,500.00	46.59	229.77	1,270.23	15%
4-0200	OFFICE EQUIPMENT	.00	.00	.00	.00	0%
4-0300	EQUIPMENT RENTAL	.00	.00	.00	.00	0%
5-0311	RADIO EQUIPMENT	.00	.00	.00	.00	0%
5-0330	GRANT EQUIPMENT	.00	.00	5,821.78	5,821.78-	0%
5-0500	OFFICE EQUIPMENT	.00	.00	.00	.00	0%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

696-00	EMERGENCY MANAGEMENT	188,933.66	10,943.66	69,755.20	119,178.46	37%

2650	EMERGENCY MANAGEMENT	188,933.66	10,943.66	69,755.20	119,178.46	37%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2700) INHERITANCE TAX

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

705-00	INHERITANCE TAX					
2-2501	CONSULTING FEES	77,000.00	20,418.06	42,351.56	34,648.44	55%
2-9900	MISCELLANEOUS	550,000.00	16,021.52	18,728.80	531,271.20	3%
5-0200	BUILDING IMPROVEMENT & PURCHASE	325,000.00	341,403.69	341,403.69	16,403.69-	105%
5-0300	MACHINERY/EQUIPMENT	1,000,000.00	.00	.00	1,000,000.00	0%
5-0500	OFFICE EQUIPMENT	100,000.00	.00	.00	100,000.00	0%
7-0200	INTERFUND TRANSFERS	1,120,000.00	.00	.00	1,120,000.00	0%

	705-00 INHERITANCE TAX	3,172,000.00	377,843.27	402,484.05	2,769,515.95	13%

2700	INHERITANCE TAX	3,172,000.00	377,843.27	402,484.05	2,769,515.95	13%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2910) 911 EMERGENCY SERVICES

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

697-00	911 EMERGENCY SERVICES					
2-0200	TELEPHONE SERVICE	8,000.00	212.78	5,303.25	2,696.75	66%
2-2502	PROFESSIONAL FEES	3,000.00	.00	.00	3,000.00	0%
2-9900	MISCELLANEOUS	4,000.00	.00	.00	4,000.00	0%
5-0555	E-911 EQUIPMENT	39,000.00	.00	.00	39,000.00	0%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

697-00	911 EMERGENCY SERVICES	54,000.00	212.78	5,303.25	48,696.75	10%

2910	911 EMERGENCY SERVICES	54,000.00	212.78	5,303.25	48,696.75	10%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (2913) 911 WIRELESS SERVICE FUND

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

697-00	911 SERVICES					
2-0200	TELEPHONE SERVICE	40,000.00	1,140.56	29,069.72	10,930.28	73%
5-0555	E-911 EQUIPMENT	50,000.00	.00	.00	50,000.00	0%
7-0200	INTERFUND TRANSFERS	68,364.61	.00	.00	68,364.61	0%

697-00	911 SERVICES	158,364.61	1,140.56	29,069.72	129,294.89	18%

2913	911 WIRELESS SERVICE FUND	158,364.61	1,140.56	29,069.72	129,294.89	18%

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CHERRY COUNTY
CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
(2914) 911 WIRELESS HOLDING FUND

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

653-00	911 WIRELESS HOLDING FUND					
5-0500	EQUIPMENT	174,201.76	.00	.00	174,201.76	0%

653-00	911 WIRELESS HOLDING FUND	174,201.76	.00	.00	174,201.76	0%

2914	911 WIRELESS HOLDING FUND	174,201.76	.00	.00	174,201.76	0%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (3000) JAIL/PUBLIC SAFETY BOND

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

900-00	JAIL PUBLIC SAFETY BOND					
6-0100	PRINCIPAL RETIREMENT	.00	.00	.00	.00	0%
6-0200	INTEREST PAYMENTS	.00	.00	.00	.00	0%
7-0200	INTERFUND TRANSFER	.00	.00	.00	.00	0%

900-00	JAIL PUBLIC SAFETY BOND	.00	.00	.00	.00	0%

3000	JAIL/PUBLIC SAFETY BOND	.00	.00	.00	.00	0%

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CHERRY CNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (4000) COURTHOUSE (SPECIAL BUILDING)

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

980-00	COURTHOUSE (SPECIAL BUILDING)					
5-0200	BUILDINGS/ACCRUAL	516,215.25	.00	.00	516,215.25	0%
5-0201	COURTHOUSE GROUNDS	35,000.00	.00	4,120.42	30,879.58	12%
5-1303	ARCHITECTURAL FEES	.00	.00	.00	.00	0%
7-0200	INTERFUND TRANSFERS	.00	.00	.00	.00	0%

980-00	COURTHOUSE (SPECIAL BUILDIN	551,215.25	.00	4,120.42	547,094.83	1%

4000	COURTHOUSE (SPECIAL BUILDING)	551,215.25	.00	4,120.42	547,094.83	1%

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CHERRY COUNTY
 CURRENT EXPENDITURES FOR NOVEMBER 30, 2023
 (5000) HOSPITAL OPERATING/MAINTENANCE

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

771-00	HOSPITAL OPERATING/MAINTENANCE					
2-5807	PLANT MAINTENANCE	55,805.46	.00	.00	55,805.46	0%
5-0305	AMBULANCE	.00	.00	.00	.00	0%

771-00	HOSPITAL OPERATING/MAINTENANCE	55,805.46	.00	.00	55,805.46	0%

5000	HOSPITAL OPERATING/MAINTENANCE	55,805.46	.00	.00	55,805.46	0%

	GRAND TOTAL	22,605,949.51	1,745,598.75	5,634,205.36	16,971,744.15	25%

CHERRY
FUND BALANCE LISTING
11/30/2023

Fund	Fund Name	Beginning Balance	Collections	Disbursements	Fund Transfers	Ending Balance
0100	COUNTY GENERAL	1,016,300.20	176,933.02	-305,658.83	0.00	887,574.39
0200	COUNTY ROAD	957,075.75	156,831.65	-346,631.69	0.00	767,275.71
0500	EMERGENCY BRIDGE	549,462.91	416.04	0.00	0.00	549,878.95
0650	HIGHWAY STREET/BRIDGE BUYBACK	385,069.43	0.00	0.00	0.00	385,069.43
0990	VISITORS PROMOTION	119,426.92	31,568.83	-50,886.66	0.00	100,109.09
0995	VISITORS IMPROVEMENTS	1,454,710.86	26,793.82	0.00	0.00	1,481,504.68
1150	REGISTER OF DEEDS P&M FUND	19,137.14	379.00	-1,187.50	0.00	18,328.64
1275	HEALTH INSURANCE CLAIM FUND	871,700.83	119,356.76	-18,940.43	0.00	972,117.16
1900	VETERANS AID	4,350.88	0.00	0.00	0.00	4,350.88
2050	BOOKMOBILE	125,244.48	170.55	-10,650.70	0.00	114,764.33
2375	DRUG & ALCOHOL	22,670.32	0.00	0.00	0.00	22,670.32
2500	GRANTS	409,285.70	9,486.31	-99,600.00	0.00	319,172.01
2575	DISASTER	556,449.81	-51.51	-521,848.75	0.00	34,549.55
2580	COVID AMERICAN RESCUE PLAN	648,644.98	750.34	0.00	0.00	649,395.32
2650	EMERGENCY MANAGEMENT	57,606.58	322.89	-10,943.66	0.00	46,985.81
2700	INHERITANCE TAX	2,589,280.61	429,337.20	-377,843.27	0.00	2,640,774.54
2910	911 EMERGENCY SERVICES	39,233.55	114.00	-212.78	0.00	39,134.77
2913	911 WIRELESS SERVICE FUND	100,211.62	4,317.69	-1,140.56	0.00	103,388.75
2914	911 WIRELESS HOLDING FUND	105,837.15	0.00	0.00	0.00	105,837.15
3000	JAIL/PUBLIC SAFETY BOND	0.00	0.00	0.00	0.00	0.00
4000	BUILDING AND REPAIR	498,195.60	291.17	0.00	0.00	498,486.77
5000	HOSPITAL	20,864.36	207.95	0.00	0.00	21,072.31
6000	MV STATE SHARE	40,324.84	35,237.26	-40,324.84	0.00	35,237.26
6001	IN LIEU OF PROPERTY	0.00	0.00	0.00	0.00	0.00
6003	HIGHWAY CASH: OVERLOAD FINES	0.00	0.00	0.00	0.00	0.00
6006	DRIVER'S LICENSE & ID CARDS	0.00	0.00	0.00	0.00	0.00
6009	NE SALES TAX	129,988.27	131,929.50	-129,988.27	0.00	131,929.50
6021	TIRE TAX	80.00	143.00	-80.00	0.00	143.00
6022	RETAIL/MISCELLANEOUS SALES TAX	467.74	0.00	0.00	0.00	467.74
6026	BOAT SALES TAX	1,018.50	111.78	-1,018.50	0.00	111.78
6027	ATV SALES TAX	1,716.50	1,624.00	-1,716.50	0.00	1,624.00
6030	STATE MOTOR VEHICLE TITLES	0.00	0.00	0.00	0.00	0.00
6040	ORGAN ISSUE DONOR AWARENESS	9.00	14.00	-9.00	0.00	14.00
6047	DL SECURITY SURCHARGE	400.00	445.00	-400.00	0.00	445.00
6048	IGNITION INTERLOCK DEVICE	40.00	0.00	-40.00	0.00	0.00
6050	DMV/DRIVER LICENSE	1,471.50	1,761.25	-1,471.50	0.00	1,761.25
6102	VALENTINE COMMUNITY SCHOOLS	95,151.72	74,417.28	-95,151.72	0.00	74,417.28
6103	GORDON-RUSHVILLE HIGH	15,835.60	17,263.05	-15,835.60	0.00	17,263.05
6108	HYANNIS HIGH	32,213.31	6,254.25	-32,213.31	0.00	6,254.25
6110	HOOKER COUNTY	1,764.33	1,062.21	-1,764.33	0.00	1,062.21
6112	THOMAS HIGH	9,673.21	1,239.31	-9,673.21	0.00	1,239.31
6130	SD 30 GENERAL	43,408.12	16,071.66	-43,408.12	0.00	16,071.66
6202	VALENTINE COMMUNITY SCHOOLS QCP	0.00	0.00	0.00	0.00	0.00
6203	GORDON-RUSHVILLE HIGH QCP	173.93	190.20	-173.93	0.00	190.20
6204	HOOKER COUNTY QCP	0.00	0.00	0.00	0.00	0.00
6205	THOMAS HIGH QCP	394.59	0.00	-394.59	0.00	0.00
6302	VALENTINE COMMUNITY SCHOOLS BLDG	542.85	361.24	-542.85	0.00	361.24
6303	GORDON-RUSHVILLE HIGH BLDG	147.15	160.92	-147.15	0.00	160.92

CHERRY
FUND BALANCE LISTING
11/30/2023

Fund	Fund Name	Beginning Balance	Collections	Disbursements	Fund Transfers	Ending Balance
6304	HOOKER COUNTY BLDG	0.00	0.00	0.00	0.00	0.00
6308	HYANNIS HIGH BLDG	3,534.94	616.75	-3,534.94	0.00	616.75
6310	HOOKER COUNTY BOND	0.00	0.00	0.00	0.00	0.00
6330	SD 30 BLDG	2,250.90	411.80	-2,250.90	0.00	411.80
6500	COUNTY FINES & LICENSE	0.00	4,656.45	0.00	-4,656.45	0.00
6913	ESU #13 GENERAL	204.36	223.49	-204.36	0.00	223.49
6916	ESU #16 GENERAL	1,305.77	185.43	-1,305.77	0.00	185.43
6917	ESU #17 GENERAL	1,721.10	898.10	-1,721.10	0.00	898.10
7000	ESU #13 BOND	6.49	7.11	-6.49	0.00	7.11
7100	MID PLAINS COMMUNITY COLLEGE	5,962.23	2,045.33	-5,962.23	0.00	2,045.33
7101	WESTERN NE COMMUNITY COLLEGE	9,603.41	4,461.29	-9,603.41	0.00	4,461.29
7201	MID PLAINS COMMUNITY COLLEGE SINKIN	2,049.87	703.17	-2,049.87	0.00	703.17
7202	WESTERN NE COMMUNITY COLLEGE BOND	157.55	73.21	-157.55	0.00	73.21
7203	WESTERN NE COMMUNITY COLLEGE SINK	2,422.80	1,125.55	-2,422.80	0.00	1,125.55
7300	MIDDLE NIOBRARA NRD	4,153.70	2,810.69	-4,153.70	0.00	2,810.69
7301	UPPER LOUP NRD	1,369.97	160.88	-1,369.97	0.00	160.88
7400	MID NIOBRARA NRD SINKING	203.59	137.85	-203.59	0.00	137.85
7700	BARLEY FIRE	15.31	0.00	0.00	0.00	15.31
7701	CODY FIRE	490.71	98.91	-490.71	0.00	98.91
7702	GORDON FIRE	369.57	362.51	-369.57	0.00	362.51
7703	KILGORE FIRE	115.42	6.65	-115.42	0.00	6.65
7704	MID CHERRY FIRE	0.00	0.00	0.00	0.00	0.00
7705	MERRIMAN FIRE	0.04	156.78	0.00	0.00	156.82
7706	MULLEN FIRE	9.34	0.50	0.00	0.00	9.84
7707	PURDUM FIRE	3.29	1.21	0.00	0.00	4.50
7708	SANDHILLS FIRE	694.49	126.36	-694.49	0.00	126.36
7709	THEDFORD FIRE	320.62	0.00	-320.62	0.00	0.00
7710	VALENTINE FIRE	443.81	278.47	-443.81	0.00	278.47
7711	WOOD LAKE FIRE	223.42	77.50	-223.42	0.00	77.50
7800	CODY FIRE SINKING	381.18	76.84	-381.18	0.00	76.84
7801	KILGORE FIRE SINKING	22.58	1.29	-22.58	0.00	1.29
7802	MERRIMAN FIRE SINKING	0.00	0.00	0.00	0.00	0.00
7803	MULLEN FIRE SINKING	0.52	0.03	0.00	0.00	0.55
7805	WOOD LAKE FIRE SINKING	29.28	10.15	-29.28	0.00	10.15
7807	VALENTINE FIRE SINKING	0.00	0.00	0.00	0.00	0.00
7809	THEDFORD FIRE BOND	360.71	0.00	-360.71	0.00	0.00
8101	GORDON MEMORIAL HOSPITAL	670.23	1,141.70	-670.23	0.00	1,141.70
8201	GORDON MEMORIAL HOSPITAL BOND	0.00	0.00	0.00	0.00	0.00
8450	DRAINAGE	168.30	0.00	0.00	0.00	168.30
8501	RANCLAND FOODS TIF	0.00	0.00	0.00	0.00	0.00
8503	HWY 20 & 83 INFRASTRUCTURE TIF	0.00	0.00	0.00	0.00	0.00
8600	VALENTINE CITY	9,261.17	8,003.91	-9,261.17	0.00	8,003.91
8601	CODY VILLAGE	912.27	819.07	-912.27	0.00	819.07
8602	CROOKSTON VILLAGE	43.09	92.15	-43.09	0.00	92.15
8603	KILGORE VILLAGE	141.96	16.41	-141.96	0.00	16.41
8604	MERRIMAN VILLAGE	516.99	140.07	-516.99	0.00	140.07
8605	WOOD LAKE VILLAGE	406.02	158.78	-406.02	0.00	158.78
8606	NENZEL VILLAGE	151.70	10.05	-151.70	0.00	10.05

CHERRY
FUND BALANCE LISTING
11/30/2023

Fund	Fund Name	Beginning Balance	Collections	Disbursements	Fund Transfers	Ending Balance
8610	VALENTINE CITY ROAD COLLECTIONS	890.43	605.28	-890.43	0.00	605.28
8611	CODY VILLAGE ROAD COLLECTIONS	71.91	58.26	-71.91	0.00	58.26
8612	CROOKSTON VILLAGE ROAD COLLECTIONS	2.77	13.24	-2.77	0.00	13.24
8613	KILGORE VILLAGE ROAD COLLECTIONS	13.61	0.00	-13.61	0.00	0.00
8614	MERRIMAN VILLAGE ROAD COLLECTIONS	4.72	4.17	-4.72	0.00	4.17
8615	WOOD LAKE VILLAGE ROAD COLLECTIONS	0.00	0.00	0.00	0.00	0.00
8616	NENZEL VILLAGE ROAD COLLECTIONS	8.72	0.00	-8.72	0.00	0.00
9000	SAWYER MEMORIAL LIBRARY	0.00	0.00	0.00	0.00	0.00
9200	AG SOCIETY	790.06	323.10	-790.06	0.00	323.10
9201	AG SOCIETY SINKING	150.80	61.61	-150.80	0.00	61.61
9300	HISTORICAL SOCIETY	115.23	47.05	-115.23	0.00	47.05
9500	PROPERTY TAX RELIEF	0.00	0.00	0.00	0.00	0.00
9501	REDEMPTION	0.00	2,194.81	-2,194.81	0.00	0.00
9502	PARTIAL PAYMENT	0.00	0.00	0.00	0.00	0.00
9503	HOMESTEAD EXEMPTION	0.00	0.00	0.00	0.00	0.00
9506	MOTOR VEHICLE PRO RATE	0.00	0.00	0.00	0.00	0.00
9508	IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00
9510	NAMEPLATE CAPACITY TAX	0.00	0.00	0.00	0.00	0.00
9511	TENTATIVE INHERITANCE TAX	477,830.49	0.00	0.00	-320,863.18	156,967.31
9516	PERSONAL PROPERTY TAX CREDIT	0.00	0.00	0.00	0.00	0.00
9561	FOREST RESERVE	0.00	0.00	0.00	0.00	0.00
9562	GRAZING FUND	0.00	0.00	0.00	0.00	0.00
9563	REFUGE FUND	0.00	0.00	0.00	0.00	0.00
9564	CARLINE TAX	0.00	0.00	0.00	0.00	0.00
Grand Totals		11,456,158.28	1,278,915.58	-2,174,643.21	-325,519.63	10,234,911.02

Total of disbursements from your disbursement work was -2,174,643.21.

Account Description	Total Amount
Petition	175.00
Automation Fee	48.00
Probation Fee (Monthly)	20.00
NSC Education Fee	6.00
Dispute Resolution Fee	4.50
Indigent Defense Fee	18.00
Uniform Data Analysis Fee	6.00
Dissolution Fee	75.00
Parenting Act Fund	150.00
J.R.F.	55.00
Filing Fee-JRF	42.00
Civil Legal Services Fund	1.00
L.E.I.F.	2.00
Legal Aid/Services Fund	37.50
Comp Rec/Records Management Fe	75.00
Interest on Bank Account	41.51
Substance Abuse Testing Fees	5.00
Child Care Expenses	100.23
Property Settlement	148,464.55
Judgment (General)	50,361.94
PreJudgment Interest	11,054.40
Uncalculated Amounts Due	39.41
Passport Processing Fee-County	350.00
Proceeds of Sale	66,932.79
Bond	500.00

Grand Total	278,564.83

Jan Feb March April May June July Aug Set Oct Nov Dec

Joana Egert



2023

Clerk/Deputy Clerk of the District Court