

AGENDA
VALLEY CITY COUNCIL
Tuesday, January 9, 2024
City Hall
203 North Spruce
Valley, NE 68064
7:00 PM

1. **Roll Call**
2. **Meeting Called to Order**
3. **Pledge of Allegiance**
4. **Proof of Publication**
5. **Visitors/Correspondence**

At this time, any individual may speak on any issues not on the agenda or on any agenda items that do not include public hearings. Comments are limited to three minutes for each individual. Visitors may state their comments and should not expect the Council to engage in back-and-forth dialogue regarding the comments. Unless an agenda item includes a public hearing, no visitors may speak during the business portion of the meeting.

6. **Approval of Agenda**
7. **Consent Agenda**

All agenda items on the consent agenda and will be acted on in a single motion. Consent agenda items are being forwarded to the Council Members. Any individual item may be removed by a council member for special discussion and consideration.

7.A. Accept Minutes

7.B. Accept Treasurer's Report

7.C. Approve invoices and additional invoices presented for payment

7.D. Accept December, 2023 Payroll \$98,341.36
IRA \$4,145.29

7.E. Accept December Keno Receipts \$8,139.53

7.F. Accept PeopleService Inc., Report

The City Council reserves the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the City Council to take up the items on the agenda in sequential order. However, the City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members, persons having items on the agenda, and the public.

- 7.G. Accept December 7, 2023 Cemetery Board Minutes
- 7.H. Accept December Library Statistics
- 8. **Wendy Deane - facts information for residents**
- 9. **YMCA Membership - Council Members**
- 10. **Mileage Reimbursement - Council consideration and action to set mileage reimbursement rate at .67 cents per mile as set by the Internal Revenue Service.**
- 11. **Bluewater Subdivision - Council consideration and action to accept Lot certification**
- 12. **Municipal Building Upgrade/Expansion - Council consideration and action on next steps**
- 13. **Resolution No. 2024-01 - Wastewater Treatment Services Agreement**
- 14. **Resolution No. 2024-02 - Adoption of Agreement Section 457(b) Deferred Compensation Plan and appointment of Trustee**
- 15. **Resolution No. 2024-03 - Adoption of City of Valley Nebraska Retirement Plan**
- 16. **Building Inspector - end of year wrap up**
- 17. **PeopleService - update**
- 18. **Olmsted & Perry - Water Improvement Projects**
 - 18.A. Progress update on all water improvement projects
 - 18.B. **Resolution No. 2024-04** - Council consideration and action to approve Application for Payment No. 4 from Onyx Blasting and Coating in the amount of \$49,462.27
- 19. **City Engineer**
 - 19.A. Stillwater Phase 1 - Water Main, Sanitary Sewer, and Street Paving Improvements
 - 19.A.1. **Resolution No. 2024-05** - Council consideration and action to approve Application for Payment from Vrba Construction Inc. in the amount of \$69,025.27
 - 19.B. Stillwater Phase 2 - Water Main, Sanitary Sewer, and Street Paving Improvements
 - 19.B.1. **Resolution No. 2024-06** - Council consideration and action to approve Application for Payment No. 3 from Thompson Construction, Inc. in the amount of \$101,114.90

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19.C. Meigs Street Dowel Bar Retrofitting and Diamond Grinding

19.C.1. Review of Bids Received December 21, 2023

19.C.2. Council action to consider award of contract

19.D. Other / Miscellaneous

19.D.1. Ginger Cove Lift Station No. 3 Upgrades

19.D.2. Val-haven (Southwest No. 2) and Ginger Woods No. 2 Lift Station Improvements

19.D.3. FY24 Street projects

20. City Attorney

21. Mayor's Report

22. Upcoming Items

- Planning Commission: January 16, 2024, 4:30 p.m.
- Valley Days Planning Meeting: January 16, 2024, 6:00 p.m.

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**NOTICE OF MEETING
CITY OF VALLEY**
Tuesday, January 9, 2024, 7:00 P.M.
Valley City Hall
203 N. Spruce Street, Valley, NE

Notice is hereby given that a meeting of the City Council of the City of Valley, Nebraska will be held on Tuesday, January 9, 2024, at 7:00 p.m. at Valley City Hall.

An agenda kept continuously current shall be available for public inspection at Valley City Hall (203 N. Spruce Street).

Christie Donnermeyer, City Clerk

12/26 _____ ZNEZ

**THE DAILY RECORD
OF OMAHA**
JASON W. HUFF, Publisher
PROOF OF PUBLICATION

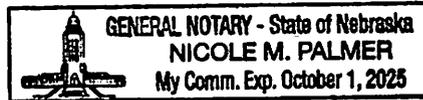
UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha

} ss.

JASON W. HUFF and/or JOSIE CHARRON, being duly sworn, deposes and say that they are the PUBLISHER and/or MANAGING EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, and a general circulation in Sarpy, Lancaster, Cass and Dodge Counties, printed in Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for 1 consecutive weeks on:

12/26/23

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee

\$20.67

Jason W Huff

Additional Copies

\$ _____

Subscribed in my presence and sworn to before me this DECEMBER 26 2023

Filing Fee

\$ _____

Total \$20.67

Nicole M Palmer

Notary Public in and for Douglas County, State of Nebraska

MINUTES
REGULAR MEETING
December 12, 2023

1 and 2. Roll Call and Call to Order Mayor Grove called the meeting to order at 7:00 p.m. Present were Mayor Grove; council members, TenEyck, Lewis, Batcher and Ueckert. Also present: City Attorney Jeff Farnham, Christie Donnermeyer Clerk.

Mayor Grove noted the location of the open meetings act, and stated one copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

3. Pledge of Allegiance The Pledge of Allegiance was recited.

4. Proof of Publication The Proof of Publication was on the council desk.

5. Visitors/Correspondence None.

6. Approval of Agenda Council member Batcher moved to approve the agenda. TenEyck seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried.

7. Consent Agenda Council member Batcher moved to approve the consent agenda. Lewis seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO; no one. Motion carried. Items on the consent agenda were to accept minutes from November 14, 2023; Treasurer's Report, November Payroll \$92,691.85 & IRA \$4,278.72; Keno Receipts \$9,605.40; PeopleService Report, Planning Commission Minutes from November 21, 2023; Board of Adjustments Minutes from November 20, 2023; Library Board Minutes from September 23, 2023; Library Statistics, November 2023; Valley Veterans 2023 Fireworks report; Valley Days Foundation 2023 Fireworks report; and the following bills: **Services/Utilities/Insurance/Memberships:** Accufund 625.00, Advanced Heating 109.00, AFLAC 712.38, Amazon Business 143.3, Arps 6383.01, Bamboo 359.20, Bergankdv 1912.50, Black Hills 391.41, Blizzard Boys 12444.72, BlueCross BlueShield 13965.38, Bond to stay Bond 179.54, Cintas 202.30, Cox 519.69, Daily Record 343.42, Datashield 45.00, Deere Financial 285.45, DC Environmental 3498.00, DC Treasurer 14482.01, Eagle Engineering 37,018.65, Erickson & Books 6175.00, Farnham & Griffin 6912.50, First Neb Bank Credit Card 4176.50, Five Nines 3735.00, Fremont Dept Utilities 34055.21, Gene Steffy 42810.00, Giff Property Services 4800.00, Great Plains Comm 911.96, Great Plains Uniform 359.00, Havers Auto 1026.06, HGM Assoc 5041.22, Host Coffee 204.62, IBTS 3307.50, IMCA 450.00, JD Car Wash 100.30, Kore Services 1500.00, LARM 830.44, M Matzen 823.00, Morgan White Group 1364.88, M S Wiekhorst 2825.00, Mutual of Omaha 2963.06, Nebraska Library Commission 500.00, Nebraska sweeping 3867.44, NLA 60.00, Olmsted & Perry 31021.42, PeopleService 37944.00, Regal Awards 110.40, Ric Ortmeier CPA 300.00, U.S. Postal Service 554.10, Vrba Const 37733.50, Verizon 423.05, Waste Connections 125.84, Window Pro 20.00, Xpress Bill Pay 525.04, YMCA 30.00, **Supplies/Equipment:** Ace Hardware Fremont 77.18, Ace Hardware Valley 94.30, Baker & Taylor 2764.58, Bauer Built 1114.00, Best Carpentry 3500.00, Bomgaars 21.98, Cappel Auto Supply 245.83, Core & Main 12528.00, Cornhusker State Ind 358.20, Coast to Coast 270.66, Code

1 Supply 208.34, Dicks 42.92, Eakes 461.98, Elkhorn Fence 207.86, Everetts Auto 30.00, Evoqua Water 18978.75, First Book 50.48, Gretna Small Engine 113.86, Iowa Pump Works 41951.26, JP Cooke 77.53, Jones Auto 1442.93, LineX 935.00, Loves 4043.09, Marking Refrig 571.00, Menards 28.76, Midwest Tape 460.59, NMC 11.03, OPPD 16893.85, Petty Cash 76.22, Quality Fence 14192.00, Rhomar Ind 302.08, S2 Roll offs 365.00, Sid Dillon 52159.00, Siteone Landscape 38.72, TREKK Design 1815.00, Two Rivers Sand & Gravel 3321.50, Uline 903.00, Wiese Plumbing 3576.79, **Bond/TIF Payments:** FNB/bond 5962.50; FNB/bond 5962.50, Mallard Landing 22815.01, NDEE 19298.38, **Reimburse/Refund:** Art of Craftsman 2000.00, Christensen J 1000.00, Coffman S 500.00, Distinct Homes 500.00, Dunham D 14.10, Eggen D 200.00, G Lee Homes 1000.00, Hackel Const 1000.00, Haven Homes 1000.00, Hopkins M 1000.00, Ideal Designs 1000.00, LIM Const 1000.00, Midwest Dwellings 1000.00, Landmark Performance 1000.00, Martinez J 1000.00, Ramm Const 1000.00, Sheets, T 64.00, Shepard Homes 500.00, Siebler Bldg Co 1000.00, Thompson & Sons 150.00, Venture Contract 1000.00, Wearden Homes 1000.00.

8. **Jodie Landon** - Mrs. Landon did not appear.

9. **Waterloo-Valley Rec. Association** - Tyler Curtis - Application for Special Designated License for April 6, 2024. Council member Batcher moved to approve the SDL as presented for the Waterloo Valley Recreation Association event to be held on April 6, 2024. Lewis seconded. Batcher, Lewis, Ueckert and TenEyck voted YES: NO: no one. Motion carried.

10. **Douglas County West Youth Sports Organization** - Scott Klawitter - Application for Special Designated License for April 6, 2024. Council member Batcher moved to approve the SDL as presented for the Douglas County West Youth Sports Organization event to be held on April 6, 2024. Lewis seconded. Batcher, Lewis, Ueckert and TenEyck voted YES: NO: no one. Motion carried.

11. **Approval of Appointments** Council member Ueckert moved to approve the appointments as listed. TenEyck seconded. TenEyck, Ueckert, Lewis and Batcher voted YES. NO; no one, motion carried. City Engineer – Eagle Engineering Group, LLC; City Street Superintendent – Gregory E. Perry, PE; City Attorney(s) – Farnham & Griffin, PC, LLO; City Clerk – Christie Donnermeyer; City Treasurer – Lori Sorensen; Police Chief – James Deemer; Public Works Superintendent – Doug Eggen.

12. **Preliminary Plat** - Valley Landing. Ric Kiolbasa discussed the changes made to the plans of development. Council member TenEyck moved to approve the preliminary plat. Ueckert seconded. Batcher, TenEyck, Lewis, and Ueckert voted YES. NO: no one, motion carried.

13. **Ordinance No. 798** Parks and Recreation Advisory Committee. Council member Batcher introduced Ordinance No. 798 AN ORDINANCE REPEALING SECTION 1-1101 OF THE VALLEY MUNICIPAL CODE. AN ORDINANCE ADOPTING REVISED SECTION 1-1101 REGARDING THE OPERATING OF CITY PARKS AND OTHER RECREATIONAL AREAS AND TO CREATE A PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN

CONFLICT HEREWITH and moved that the statutory rule requiring reading on three different days be suspended. Council member Ueckert seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 798 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

14. Ordinance No. 799 Salaries of the Employees of the City of Valley. Council member TenEyck introduced AN ORDINANCE OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, RELATING TO THE SALARIES OF THE EMPLOYEES OF THE CITY OF VALLEY, NEBRASKA; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member TenEyck moved for final passage of the Ordinance which motion was seconded by Council member Batcher. The Mayor then stated the question "Shall Ordinance No. 799 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

15. Ordinance No. 800 Vacating a portion of the existing right-of-way of Meigs Street. Greg Perry addressed Council members to explain the reasons and in support of vacating the right-of-way. Council member Lewis introduced AN ORDINANCE VACATING A PORTION OF THE EXISTING RIGHT OF WAY OF MEIGS STREET LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) IN SECTION 06, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA; AND RESERVING TO THE CITY OF VALLEY, ANY PUBLIC UTILITIES AND ANY CABLE TELEVISION SYSTEMS ANY AND ALL EXISTING EASEMENTS

AND EXISTING RIGHTS AS PROVIDED BY NEBRASKA REVISED STATUTE §17-558(5)(a) AND (b); PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Lewis moved for final passage of the Ordinance which motion was seconded by Council member Batcher. The Mayor then stated the question "Shall Ordinance No. 800 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

16. Ordinance No. 801 Amendment to Kennel definition, Bicycle registration, and Dog license tags. The Building Inspector addressed Council members to explain the revisions and in support of the changes. Council member Batcher introduced AN ORDINANCE AMENDING SECTION 2-302 OF THE VALLEY MUNICIPAL CODE TO PROVIDE FOR LIFETIME DOG REGISTRATION TAGS; AMENDING SECTION 2-401 OF THE VALLEY MUNICIPAL CODE TO DEFINE A KENNEL AS PREMISES ON WHICH MORE THAN THREE DOGS ARE KEPT; REPEALING SECTION 3-403 OF THE VALLEY MUNICIPAL CODE REGARDING BICYCLE REGISTRATION; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member Ueckert. The Mayor then stated the question "Shall Ordinance No. 801 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

17. Ordinance No. 802 Updated land use matrix. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

Mayor Grove opened the public hearing. No public testimony was given. Mayor Grove closed the public hearing.

Council member Batcher introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS, SPECIFICALLY THE LAND USE CATEGORIES MATRIX RELATING TO WAREHOUSING AND STORAGE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Council member Batcher made a motion for interlineation to the Ordinance. Lewis seconded. Batcher, Lewis, TenEyck, and Ueckert voted YES. NO: no one. Motion carried.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 802 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

18. Ordinance No. 803 Sign regulations. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

Mayor Grove opened the public hearing. No public testimony was given. Mayor Grove closed the public hearing.

Council member TenEyck introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO SIGN REGULATIONS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO SIGN REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member TenEyck moved for final passage of the Ordinance which motion was seconded by Council member Lewis. The Mayor then

stated the question "Shall Ordinance No. 803 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

19. Ordinance No. 804 Landscaping and screening requirements. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

Mayor Grove opened the public hearing. No public testimony was given. Mayor Grove closed the public hearing.

Council member Batcher introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; TO AMEND THE ZONING MATRIX TO CONFORM TO THE AMENDMENTS RELATING TO LANDSCAPING AND SCREENING REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member TenEyck seconded the motion to suspend the rules and upon electronic vote on the motion the following council members voted YES: Batcher, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batcher moved for final passage of the Ordinance which motion was seconded by Council member Lewis. The Mayor then stated the question "Shall Ordinance No. 804 be passed and adopted. Upon electronic vote, the following council members voted YES: Batcher, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

20. Ordinance No. 805 Overlay district design standards. The Building Inspector addressed Council members to explain the revisions and in support of the changes.

Mayor Grove opened the public hearing. No public testimony was given. Mayor Grove closed the public hearing.

Council member Lewis introduced AN ORDINANCE TO AMEND EXISTING SECTIONS OF THE CITY OF VALLEY ZONING REGULATIONS RELATING TO DESIGN STANDARDS FOR COMMERCIAL AREAS; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH. Council member Batcher moved that the statutory rule requiring reading on three different days be suspended. Council member Lewis seconded the motion to suspend the rules and upon

electronic vote on the motion the following council members voted YES: Batchter, TenEyck, Lewis and Ueckert. NO: no one. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said Ordinance was then read by title and thereafter Council member Batchter moved for final passage of the Ordinance which motion was seconded by Council member TenEyck. The Mayor then stated the question "Shall Ordinance No. 805 be passed and adopted. Upon electronic vote, the following council members voted YES: Batchter, Ueckert, Lewis, and TenEyck. NO: no one. The passage and adoption of said Ordinance having been concurred by a majority of all members of the council, the Mayor then declared the Ordinance adopted and the Mayor in the presence of the council signed and approved the Ordinance and the clerk attested the passage and approval of same and affixed her signature thereto. A true, correct, and complete copy of said Ordinance is on file at city hall.

21. Resolution No. 2023-72 Emergency Contractor list. Council member Batchter introduced, read, and moved for passage of Resolution No. 2023-72 approving the emergency contractor list. Lewis seconded. Lewis, TenEyck, Ueckert, and Batchter voted YES: NO: no one. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

22. Resolution No. 2023-77 Agreement with JEO for Valley Park Phase 1 Improvements. Council member Batchter introduced, read, and moved for passage of Resolution No. 2023-77 authorizing the Mayor to sign the Agreement with JEO for Valley Park Phae 1. Ueckert seconded. TenEyck, Ueckert, and Batchter voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

23. Resolution No. 2023-78 Bland & Associates conduct 2023 audit. Council member Lewis introduced, read, and moved for passage of Resolution No. 2023-78 authorizing the Mayor to sign the letter of engagement with Bland & Associates to conduct the 2023 audit. Batchter seconded. Lewis, Ueckert, TenEyck and Batchter voted YES. NO; no one, motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

24. PeopleService – Mike Adair gave updates on the water projects.

25. Olmsted & Perry - Water Improvement Projects. Jim Olmsted, special engineer on Water Projects gave an update on the following projects: New Well, Backwash Recovery, Chemical Feed, Filter Media, and Repainting of the Water Tank.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-73 authorizing the payment of \$196,448.01 to Onyx Blasting & Coating, LLC for the water tower repair and repainting. Batchter seconded. Lewis, Batchter, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

Council member Batchter introduced, read, and moved for passage of Resolution No. 2023-74 authorizing the payment of \$316,800.00 to Neuvirth Construction Inc. for the backwash recovery.

Lewis seconded. Lewis, Batcher, TenEyck and Ueckert voted YES: NO: no one. Motion carried. A true correct and complete copy of said resolution is on file at city hall.

26. City Engineer Greg Perry reviewed ongoing projects.

Council member TenEyck introduced, read, and moved for passage of Resolution No. 2023-75 authorizing United Republic Bank to disburse to Vrba Construction the amount of \$171,799.25 for water main, sanitary sewer, and storm sewer improvements and the City of Valley in the amount of \$6,855.15. Batcher seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Council member Batcher introduced, read, and moved for passage of Resolution No. 2023-76 authorizing United Republic Bank to disburse to Thompson Construction, Inc. the amount of \$191,135.88 for water main, sanitary sewer, and storm sewer improvements and the City of Valley in the amount of \$15,053.99. TenEyck seconded. TenEyck, Batcher and Ueckert voted YES: NO: Lewis. Motion carried. A true, correct, and complete copy of said resolution is on file at city hall.

Updates were given on the following projects: Ginger Cove lift station number 3 upgrades; Valhaven and Ginger Woods number 2 lift station improvements; and FY2024 street projects.

27. City Attorney Jeff Farnam reviewed ongoing projects.

28. Employee Wages Mayor Grove stated that employee performance evaluations were recently completed, and she asked the council to consider going into executive session to review said evaluations and job performance reviews.

Council member Batcher moved to go into executive session at 8:18 p.m. to discuss the evaluations and job performance reviews of the employees. TenEyck seconded the motion. TenEyck, Lewis, Batcher and Ueckert voted YES. NO: no one, motion carried.

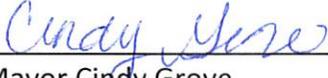
Council member Lewis moved to reconvene into regular session at 8:34 p.m. Batcher seconded the motion. TenEyck, Lewis, Batcher and Ueckert voted YES. NO: no one, motion carried.

Council member Batcher moved to accept and confirm the wage increases for each employee as discussed. Lewis seconded the motion. Batcher, Lewis, TenEyck and Ueckert voted YES. NO: no one, motion carried.

29. Mayor's Report Mayor Grove reported on water meter repairs, purchase of three new trucks, status of audit preparation and entry reconciliation, Kenny Grimm's passing, and recognition of Duane Prorok's retirement from the Planning Commission.

30. Upcoming Items Planning Commission: December 19, 2023, Christmas Tree Recycling City Park Parking Lot - December 26, 2023 - January 19, 2024 .

The meeting adjourned at 8:35 p.m.



Mayor Cindy Grose



Christie Donnermeyer, Deputy City Clerk

CITY OF VALLEY
VALLEY PLANNING COMMISSION MINUTES

Attention was directed to the Open Meetings Act posted in the back of the chambers.

December 19, 2023
Valley City Hall
4:30 p.m.

Members Present: Larry Bottger, Chairman, Scott Burke, Mark Conrey, Brian Foutch
Greg Sunde, Jeremy Mayer, Gregg Kava, and Jim Tomanek.

Members Absent: None.

City Representatives Present: Cindy Grove, Mayor, Christie Donnermeyer, City
Clerk, Andrea Griffin, City Attorney, Greg Perry, City Engineer, and Rune van den
Boogaart, Building Inspector.

- ITEM 1: Call to Order.**
- ITEM 2: Roll Call.**
- ITEM 3: Proof of Publication.**

ITEM 4: Public Hearings:

4.A. Ordinance Change Request

Public Hearing Opened at 4:32

Cindy Grove – 512 S. East Street addressed the Commission regarding the proposed wording of the Zoning Ordinance 7.02.21 which allows boat, boat trailer, camp trailer may be placed on concrete or asphaltic concrete surfacing in a side yard or rear yard. That said Zoning Ordinance should include utility trailers and remove the license fee requirement.

The Building Inspector reviewed with the Commission the amendments to the listed Ordinance.

Mike Stanzel – 400 W Valley Street addressed the Commission regarding the proposed wording of the Zoning Ordinance 7.02.21 to define a utility trailer.

Public Hearing Adjourned at 5:17

After much discussion, a motion was made by Kava, seconded by Foutch to table the matter to allow the Building Inspector to make the suggested revisions and return with a final draft to the next meeting. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Conrey, Kava Yes, - motion carried.

4.B. Valley Landing

Public Hearing Opened at 4:53

City Engineer Greg Perry addressed the Commission regarding the clarification of the Lot numbers and zoning request.

Tracy Bargman – 26809 Taylor Street addressed the Commission with questions regarding the approval process and traffic concerns.

Public Hearing Closed at 4:49

After much discussion, a motion was made by Foutch, seconded by Conrey to approve the preliminary plat for Valley Landing. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Conrey, Kava Yes - motion carried.

4.C. Application for Conditional Use Permit

No hearing. Matter mute due to Council decision during the December 12, 2023, City Council meeting.

ITEM 5: Amendments to Ordinances:

- Accessory structure in highway overlay district
- Amend submission time period for Conditional Use Permit application

The Building Inspector reviewed with the Commission the proposed amendments to the highway overlay district.

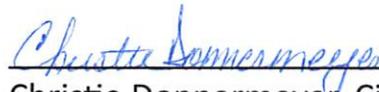
John Batchter – 72 Gingerwoods addressed the Commission regarding defining accessory structures in the highway overlay district to mimic similar structures as seen in other communities.

The Building Inspector reviewed with the Commission the proposed amendments to the submission period for the Conditional Use Permit application.

After much discussion, a motion was made by Burke, seconded by Conrey to table the matter to allow the Building Inspector to make the suggested revisions and return with a final draft to the next meeting. Bottger, Burke, Tomanek, Foutch, Mayer, Sunde, Conrey, Kava Yes, - motion carried.

ITEM 8: Waiver Request – this matter was tabled to the next meeting.

A motion was made to adjourn at by Kava, seconded by Sunde. All in favor – motion carried. Meeting adjourned at 5:19 p.m.



Christie Donnermeyer, City Clerk

City of Valley Treasurer's Report December 2023							
		Cash			Cash		
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
General - Fund 1	Dept	11/30/2023	or (Loss)	Withholdings	Transfers	12/31/2023	12/31/2023
		\$1,049,879.57	(\$401,571.85)			\$648,307.72	\$14,477.88
Pines Assessments		\$311,425.76	(\$18,677.05)			\$292,748.71	
Bond - Fund 2	021	\$440,863.44	(\$334,591.61)			\$106,271.83	
C D A	001	\$48,338.99	\$76.81			\$48,415.80	
		\$1,850,507.76	(\$754,763.70)	\$0.00	\$0.00	\$1,095,744.06	
City of Valley Pooled Cash Proprietary Funds							
		Cash			Cash		
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
Funds		11/30/2023	or (Loss)	Withholdings	Transfers	12/31/2023	12/31/2023
Water/Waste - Fund	024	\$2,831,317.14	(\$208,820.47)			\$2,622,496.67	\$9,551.37
Cap. Facility Chg.	024	\$1,931,486.45	\$11,201.77			\$1,942,688.22	
		\$4,762,803.59	(\$197,618.70)	\$0.00	\$0.00	\$4,565,184.89	
		Cash			Cash		
		Balance	Net Income	Fund 3	Interfund	Balance	Investments
	Dept	11/30/2023	or (Loss)	Withholdings	Transfers	12/31/2023	
Fund 4							
Nursing Home	050	\$865,540.71	\$13,365.33			\$878,906.04	
Fund 8							
Keno	056	\$257,124.92	\$6,981.66			\$264,106.58	
Fund 10							
Sales Tax	058	\$3,756,502.85	\$116,521.63			\$3,873,024.48	
ARPA							
		\$320,274.40	(\$4,772.28)			\$315,502.12	
		\$5,199,442.88	\$132,096.34	\$0.00	\$0.00	\$5,331,539.22	
Total All Funds		\$11,812,754.23	(\$820,286.06)	\$0.00	\$0.00	\$10,992,468.17	\$23,968.89

**City of Valley
Bills**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
AXON ENTERPRISE INC.	contract- taser 10's	7,223.16
Amazon Business	dogi pot 50 count trash liner bags	40.90
Amazon Business	5 gallon yellow safety can with spout	134.98
Amazon Business	6 decals	5.99
AFLAC	employee aflac	1,208.88
Baker & Taylor	books & dvd	195.16
Blizzard Boys, LLC	2024 gmc sierra 2500 plow installed	8,549.00
Blizzard Boys, LLC	2024 gmc sierra rubber deflector	276.00
BOUND TO STAY BOUND	books	100.54
CAPPEL AUTO SUPPLY	2019 dodge charger oil filters	94.51
CAPPEL AUTO SUPPLY	2022 chevy silverado gold enviroshield cabin ai	27.99
CAPPEL AUTO SUPPLY	howes dsl f additive	14.99
CAPPEL AUTO SUPPLY	spark plug	7.38
CAPPEL AUTO SUPPLY	oil filter for atlas air comp	12.99
CAPPEL AUTO SUPPLY	brake parts cleaner	66.93
CAPPEL AUTO SUPPLY	dexcool 1 gal	12.99
CAPPEL AUTO SUPPLY	ep grease cart	69.90
CAPPEL AUTO SUPPLY	10w30 qt	10.98
CAPPEL AUTO SUPPLY	gp adhesive clnr	26.99
CAPPEL AUTO SUPPLY	fuel filter napa gear 80w-90 qt	34.47
CAPPEL AUTO SUPPLY	permatex gear oil rtv	15.49
CAPPEL AUTO SUPPLY	napa qt sae30	7.99
CAPPEL AUTO SUPPLY	napa 10w30 qt	13.98
CAPPEL AUTO SUPPLY	napa qt sae30	23.97
CINTAS CORP	library monthly supplies	53.33
CINTAS CORP	public works monthly supplies	45.33
CORNHUSKER STATE INDUSTRIES	no fire arm window clings	40.00
Datashield Corporation	destruction purge	59.40
Eakes Office Solutions	calendar drivers,usb,pnstripe ebvelope	108.21
Eakes Office Solutions	paper	47.10
Eakes Office Solutions	storage boxes	145.98
Evoqua Water Technologies LLC	bioxiide-aq	16,248.75
EVERETT'S AUTO REPAIR	battery atlas copco	171.95
FIRST STATE NEBRASKA BANK	payment #114	5,962.50
First Nebraska Bank (Brainard)	payment #114	5,962.50
Five Nines Technology Group INC	1 year renewal fortigate 60E	546.00
Grainger	drum dolly	504.32
Jetco	water plant hsp pressure controls	6,217.00
JOHN DEERE FINANCIAL	bulb fuel filter oil filter 5 gal hygard battery shank safety chain pin clip core jd r-10 pull behind mower jd box blade motor grader	1,048.89
JONES AUTOMOTIVE	running board lights 2019 explorer	1,370.20
JP COOKE	2- plaques sorensen & donnermeyer	137.77
LARM	2024 gmc	519.54
LINE X OF IRVINGTON	bedliner applications rear wheel wells rust proofing undercoating	2,010.00
LINE X OF IRVINGTON	backrack	375.00

Mid-American Research Chemical (MARC)	write off vandalism speed wipes plus moly grease tubes	537.00
MENARDS - ELKHORN	multi purpose cleaner mop	14.78
Midwest Tape LLC	movies	258.92
MUTUAL OF OMAHA PAYMENT PROCESSING CENTER	insurance	2,465.54
NMC- Omaha HQ	cover latch bracket	665.64
NMC- Omaha HQ	mini excavator cat305	11.03
NMC- Omaha HQ	anti freeze	13.83
OPPD	elec bill	14,240.16
PEOPLESERVICE INC	water/wastewater monthly	33,503.00
Petty Cash		27.96
The Daily Record	#798	31.33
The Daily Record	#799	29.33
The Daily Record	#800	35.33
The Daily Record	#801	32.67
The Daily Record	#802	30.00
The Daily Record	#803	31.33
The Daily Record	#804	32.00
The Daily Record	#805	30.00
VALLEY ACE HARDWARE	battery lthm 4 pk	13.99
VALLEY ACE HARDWARE	snow blade for gmc	38.97
VALLEY ACE HARDWARE	drill bits	5.59
VALLEY ACE HARDWARE	spraypaint	41.15
VALLEY ACE HARDWARE	polypro rope bungee cord	22.97
VALLEY ACE HARDWARE	nipple 3/8 x 3 rbrs	7.99
VALLEY ACE HARDWARE	vivyl fabric plstc adhsv vinyl repair type b	16.98
Fremont Winnelson	library faucet	173.65
WOODHOUSE FORD	FUEL FILTER 2016 FORD PICKUP PLOW	110.00
ADVANCED HEATING & A/C	NO HEAT IN GARAGE SERVICE CALL	827.90
Amazon Business	WILTON 5' ALL-TERRAIN VISE	414.72
BISHOP BUSINESS	SCANNING SERVICE	1,759.50
Black Hills Energy	ELECTRIC BILL	1,553.02
CINTAS CORP	LOGO MATS BLACK MATS	66.67
Eagle Engineering Group LLC	PHASE 1 SEWER STORM SEWER WATER MAIN IMPROVEMENTS	5,859.29
Eagle Engineering Group LLC	PHASE 2 SEWER STORM SEWER & WATER MAIN IMPROVEMENTS	11,009.32
Eagle Engineering Group LLC	GINGER WOODS ASPHALT PAVEMENT	11,574.34
Eagle Engineering Group LLC	MEIGS ST DIAMOND GRINDING	5,490.00
Eagle Engineering Group LLC	GENERAL, BUILDING/ZONING, STAFF MEETING, COMMISSION MEETING, VALLEY LANDING, VALLEY LAKES, WATER SUPPLY EVALUATION, FLATWATER ESTATES, MILEAGE	4,315.44
Eakes Office Solutions	CALENDAR REFILL	31.87
Farnham & Griffin, P.C., L.L.O.	DEEMER COMPLAINT, GENERAL, VALLEY LAKES BUSINESS PARK, TIF GENERAL, ACCESS 264TH & MEIGS KRISTEN JONES	5,670.00
Five Nines Technology Group INC	SERVICE AGREEMENT	3,498.00
Ace Hardware #339C	air filters, sparkplugs,	121.00
Michael Matzen	cleaning police, city hall, library	1,025.00
Michael Matzen	office cleaning	230.00
Midwest Salt Supply	ice melt	367.50

Murphy Tractor & Equipment	fuel pump	59.66
SITEONE LANDSCAPE SUPPLY	10 trees planted on s mayne st	700.00
Sparq Data Solutions	sparq meeting subscription	4,100.00
The Daily Record	notice of meeting city council	20.67
VALLEY ACE HARDWARE	air filter compensator, bolt cutter	122.99
CAPPEL AUTO SUPPLY	oil for gator	20.97
CAPPEL AUTO SUPPLY	DIESEL FUEL ADDITIVE	18.99
CAPPEL AUTO SUPPLY.	SPIN-ON FLUID FILTER	21.99
CAPPEL AUTO SUPPLY	21 IN TRICO ICE BLADE	43.98
CAPPEL AUTO SUPPLY	SPIN ON FLUID FILTER	25.99
CAPPEL AUTO SUPPLY	SPIN ON FLUID FILTER	15.49
CAPPEL AUTO SUPPLY	OIL	7.99
Nebraska State Treasurer	DOG LICENSES	344.04
CINTAS CORP	BLACK MATS	17.33
DEMCO	BOOK COVERS BOOK JACKETS	371.44
Midwest Tape LLC	VIDEO TAPES	105.95
CINTAS CORP	FIRST AID CABINET - POLICE, OFFICE, SHOP	53.71
HGM ASSOCIATES, INC.	CITY HALL MEETING, HIGHWAY OVERLAY, TYPICAL RENDERINGS, LANDSCAPING & SCREENING, SIGN REGULATIONS	745.63
Host Coffee Service	SUGAR, CREAMER COFFEE, WATER COOLER	180.23
JES CAPITAL MANAGEMENT	29011 MARY ST PERMIT REFUND	1,000.00
NATIONAL LEAGUE OF CITIES	MEMBER DUES	924.00
Waste Connections of Nebraska Inc	GARBAGE	125.84
GREAT PLAINS COMMUNICATIONS	INTERNET, CABLE	912.18
Olmsted & Perry Consulting Engineers Inc.	WATER FUNDING ADMIN SERVICES	3,208.95
Olmsted & Perry Consulting Engineers Inc.	WATER TOWER REPAIR & REPAINTING	15,003.20

194,135.86

ADDITIONAL BILL

COX	525.24
JD'S CARWASH	85.85
FREMONT UTILITES	30,360.11
FIRST NE BANK -CC	2,916.68

City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
Simple IRA 2023					
Clark, Caleb	7.13	\$173.64	\$5,199.81	\$11.28	\$341.99
Deemer, James	80.00	\$196.67	\$4,221.03	\$196.67	\$4,221.03
Dohrmann, Kenneth	75.10	\$148.88	\$2,436.62	\$148.88	\$2,436.62
Donnermeyer, Christie	83.58	\$226.24	\$3,200.89	\$135.75	\$1,920.54
Dunham, David	81.45	\$173.68	\$2,609.62	\$173.68	\$2,609.62
Eckerman, Cheryl	28.72	\$341.13	\$3,983.26	\$341.13	\$3,983.26
Eggen, Doug	80.00	\$312.48	\$7,812.00	\$156.24	\$3,906.00
Emmi, Sarah	80.15	\$50.54	\$1,125.82	\$50.54	\$1,125.82
Hempel, Michael	101.60	\$191.39	\$2,564.49	\$191.39	\$2,564.49
Musson, James	80.78	\$116.43	\$2,948.78	\$116.43	\$2,948.78
Ratigan, Patrick	9.50	\$10.67	\$1,681.03	\$10.67	\$1,681.03
Sheets, Tim	80.95	\$139.74	\$3,326.31	\$139.74	\$3,377.29
Sorensen, Lori	73.35	\$183.38	\$2,246.93	\$110.03	\$1,348.18
Spinar, Stacy	79.87	\$55.21	\$1,402.28	\$55.21	\$1,402.28
Stewart, Samantha	85.57	\$117.40	\$2,675.02	\$117.40	\$2,675.02
Van Den Boogaart, Jeroen	82.83	\$303.30	\$7,106.42	\$181.98	\$4,263.85
Willmann, Geoffrey	80.62	\$100.84	\$1,698.59	\$100.84	\$1,698.59
Grand Total					
Total Count: 17	Grand Total: 1,191.20	\$2,841.62	\$56,238.90	\$2,237.86	\$42,504.39

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$39,000.75
Salary	\$5,881.88
Cell Phone Reimbursement	\$184.70
Excess PTO	\$5,674.40
K9	\$166.95
Retro Pay	\$4,984.00
Uniform	\$154.00
Total:	\$56,046.68

Net Pay

Net Check
Direct Deposit

Uncollected

\$0.00

Collected

\$39,225.98

Deductions (included in gross wages)

Uncollected

Collected

AFLAC - Short Term Disability 2023	\$63.30	\$0.00
AFLAC - Specified Health Event 2023	\$10.08	\$0.00
AFLAC Accidental 2023	\$54.75	\$0.00
AFLAC Cancer 2023	\$53.76	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$13.95	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$56.15	\$0.00
Mutual of Omaha - Vol Critical Illness	\$123.59	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$118.86	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00
Simple IRA 2023	\$2,922.35	\$0.00
Vision Post-Tax	\$3.17	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,945.11	\$0.00

Pay Code: 7796-26870-1175117

Pay Date: 12/15/2023

11/26/2023 through 12/09/2023

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$6,190.17
Medicare	\$0.00	\$803.39
Social Security	\$0.00	\$3,435.16
State (NE)	\$0.00	\$2,446.87
Employee Tax Total:	\$0.00	\$12,875.59

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$803.39
NE-UI	\$0.00	\$8.43
Social Security	\$0.00	\$3,435.16
Employer Tax Total:	\$0.00	\$4,246.98

Uncollected

Checks To Print:	\$0.00
Employee Taxes:	\$0.00
Employer Taxes:	\$0.00
Deductions:	\$3,945.11

Collected

Direct Deposits:	\$39,225.98
Employee Taxes:	\$12,875.59
Employer Taxes:	\$4,246.98
Deductions:	\$0.00
Fees:	\$275.45
Other Collections:	\$0.00

Bank Transfer to BambooHR:	\$56,624.00
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City of Valley

Employee	Hours	Deduction Amount	YTD Total	Employer Amount	Employer YTD Total
Simple IRA 2023					
Clark, Caleb	14.00	\$340.81	\$5,540.62	\$22.14	\$364.13
Deemer, James	80.00	\$196.67	\$4,417.70	\$196.67	\$4,417.70
Dohrmann, Kenneth	83.25	\$168.26	\$2,605.72	\$168.26	\$2,605.72
Donnermeyer, Christie	85.04	\$226.73	\$3,427.62	\$136.04	\$2,056.58
Dunham, David	0.00	\$170.59	\$2,780.21	\$170.59	\$2,780.21
Eggen, Doug	80.00	\$312.48	\$8,124.48	\$156.24	\$4,062.24
Emmi, Sarah	75.15	\$52.09	\$1,177.91	\$52.09	\$1,177.91
Hempel, Michael	62.40	\$116.63	\$2,681.12	\$116.63	\$2,681.12
Musson, James	80.58	\$115.89	\$3,064.67	\$115.89	\$3,064.67
Ratigan, Patrick	80.58	\$90.46	\$1,851.38	\$90.46	\$1,851.38
Sheets, Tim	80.58	\$139.10	\$3,465.41	\$139.10	\$3,516.39
Sorensen, Lori	67.72	\$169.29	\$2,416.22	\$101.58	\$1,449.76
Spinar, Stacy	80.40	\$55.48	\$1,457.76	\$55.48	\$1,457.76
Stewart, Samantha	78.62	\$104.26	\$2,779.28	\$104.26	\$2,779.28
Van Den Boogaart, Jeroen	83.22	\$303.96	\$7,410.38	\$182.38	\$4,446.23
Willmann, Geoffrey	79.95	\$99.62	\$1,798.21	\$99.62	\$1,798.21
Grand Total					
	Total Count: 16	Grand Total: 1,111.49	\$2,662.32	\$54,998.69	\$1,907.43
				\$40,509.29	

* The YTD total does not include employees that did not have a deduction this payroll – please refer to the Payroll Register for a full employee YTD list.

Pay Group: Payroll Period

City of Valley

Gross Wages

Employee

Hourly	\$33,082.42
Salary	\$5,881.88
Cell Phone Reimbursement	\$166.23
K9	\$166.95
Other Taxable	\$2,843.20
Uniform	\$154.00
Total:	\$42,294.68

Net Pay

	Uncollected	Collected
Net Check	\$0.00	
Direct Deposit		\$29,930.55

Deductions (included in gross wages)

	Uncollected	Collected
AFLAC - Short Term Disability 2023	\$63.30	\$0.00
AFLAC - Specified Health Event 2023	\$10.08	\$0.00
AFLAC Accidental 2023	\$54.75	\$0.00
AFLAC Cancer 2023	\$53.76	\$0.00
AFLAC Hospital 2023	\$19.46	\$0.00
Child Support	\$498.46	\$0.00
Dental Post-Tax	\$13.95	\$0.00
Mutual of Omaha - AD&D	\$0.00	\$0.00
Mutual of Omaha - LTD	\$0.00	\$0.00
Mutual of Omaha - STD	\$0.00	\$0.00
Mutual of Omaha - Vol Accident	\$56.15	\$0.00
Mutual of Omaha - Vol Critical Illness	\$123.59	\$0.00
Mutual of Omaha - Voluntary Life & AD&D	\$118.86	\$0.00
Mutual of Omaha- Life Ins	\$0.00	\$0.00
MWG - Gap Insurance 2023	\$7.23	\$0.00
Simple IRA 2023	\$2,662.32	\$0.00
Vision Post-Tax	\$3.17	\$0.00
YMCA Membership (In-Network)	\$0.00	\$0.00
Deduction Total:	\$3,685.08	\$0.00

Pay Code: 7796-26870-1175118

Pay Date: 12/29/2023

12/10/2023 through 12/23/2023

Pay Group: Payroll Period

City of Valley

Employee Taxes (included in gross wages)	Uncollected	Collected
Federal	\$0.00	\$3,829.24
Medicare	\$0.00	\$604.24
Social Security	\$0.00	\$2,583.71
State (NE)	\$0.00	\$1,661.86
Employee Tax Total:	\$0.00	\$8,679.05

Employer Taxes	Uncollected	Collected
Medicare	\$0.00	\$604.24
NE-UI	\$0.00	\$7.54
Social Security	\$0.00	\$2,583.71
Employer Tax Total:	\$0.00	\$3,195.49

Uncollected		Collected	
Checks To Print:	\$0.00	Direct Deposits:	\$29,930.55
Employee Taxes:	\$0.00	Employee Taxes:	\$8,679.05
Employer Taxes:	\$0.00	Employer Taxes:	\$3,195.49
Deductions:	\$3,685.08	Deductions:	\$0.00
		Fees:	\$83.70
		Other Collections:	\$0.00
		Bank Transfer to BambooHR:	\$41,888.79

Commission Summary

Date

12/20/2023



Paid to City of Valley
For Period 12/1-12/15/2023

Description	Amount
	3,066.46

Amount \$3,066.46

Commission Summary

Date

1/4/2024



Paid to City of Valley
For Period 12/16-12/31/2023

Description	Amount
	5,073.07

Amount \$5,073.07



Date: January 4, 2024
To: City of Valley
From: Jeremy Beam, Lead Operator
O & M Report: December 2023

**DEADLINE FOR YOU TO COMPLETE THE LEAD SERVICE LINE (LSL) INVENTORY IS
OCTOBER 16, 2024**

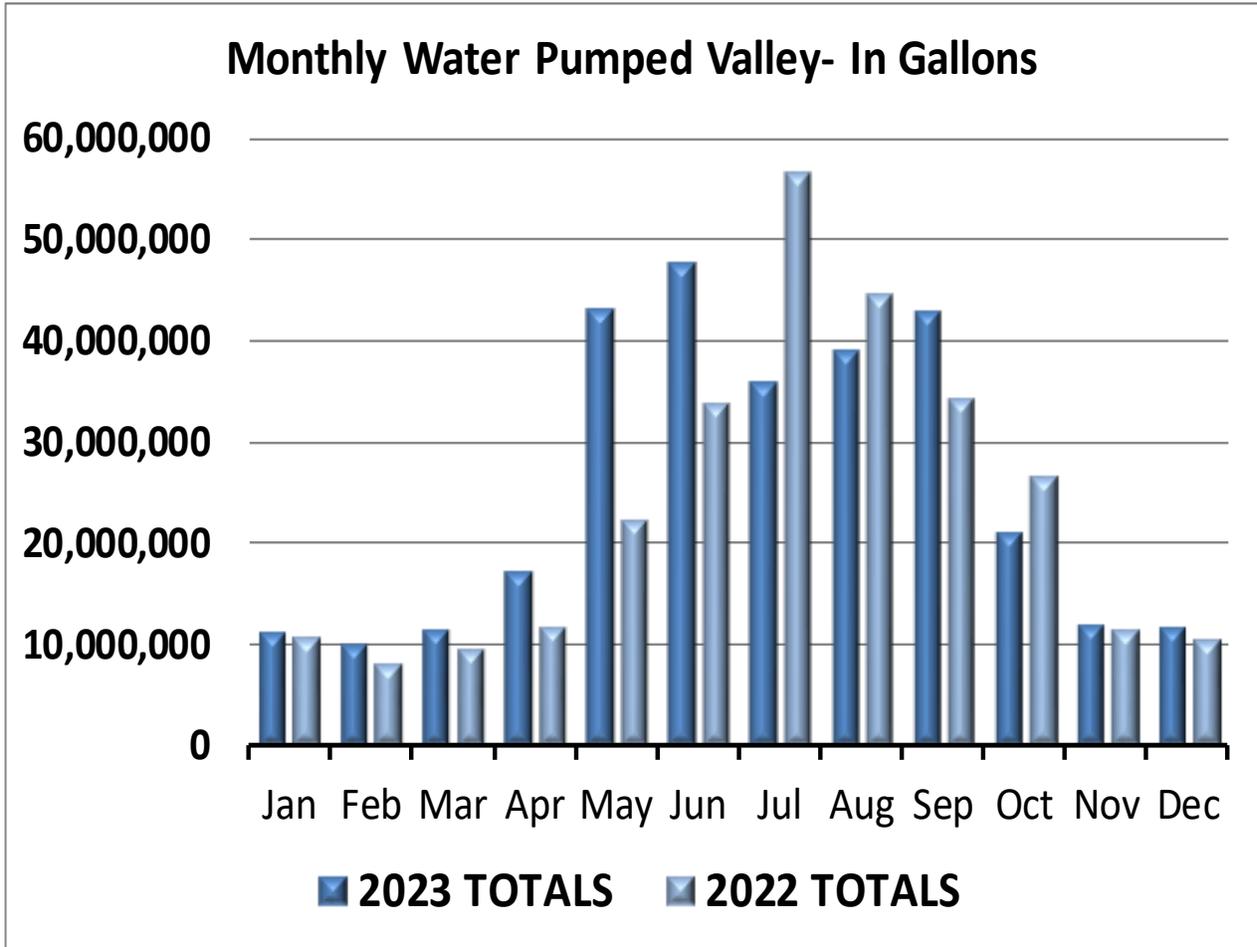
Water Operation & Maintenance

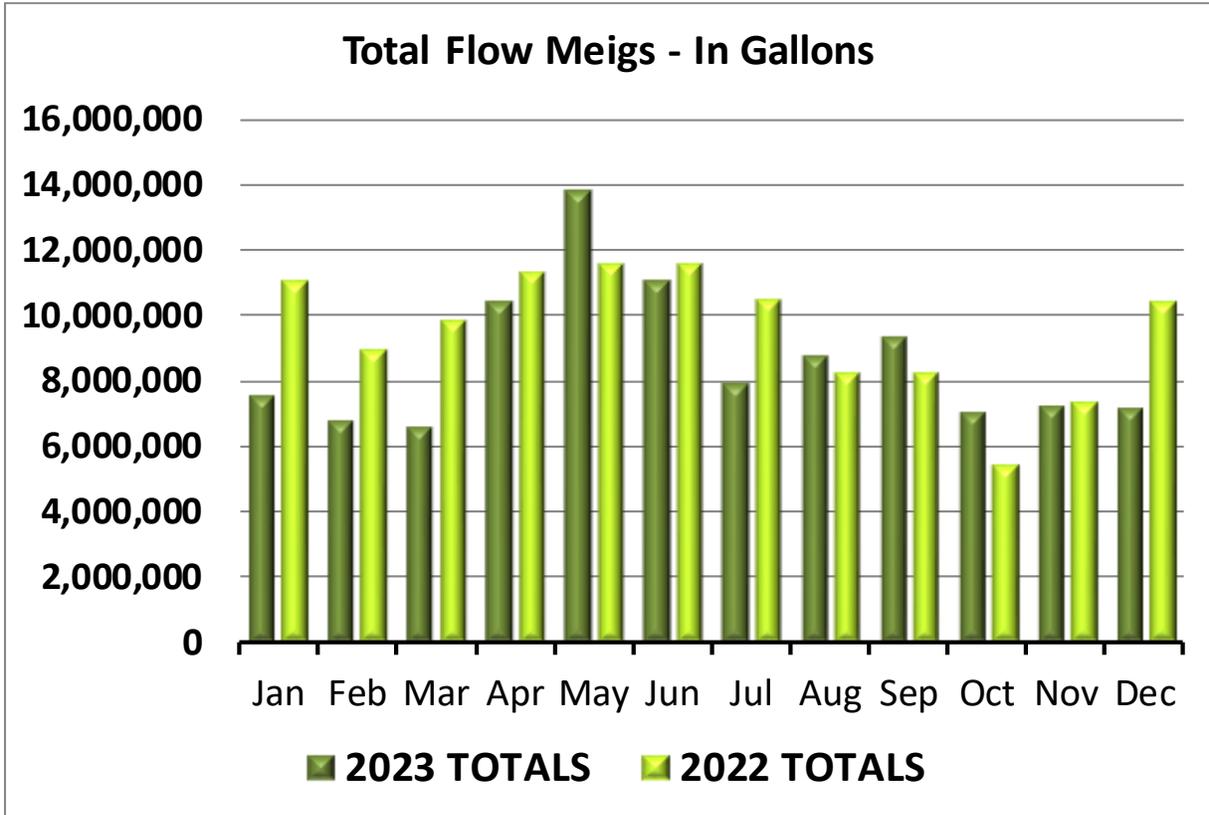
- PeopleService completed 114 locates for the month.
- We worked with the contractors on the water tower to get ready to fill the tower.
- Five new MXU's were installed.
- Meters were read on the 27th of this month at 89%.

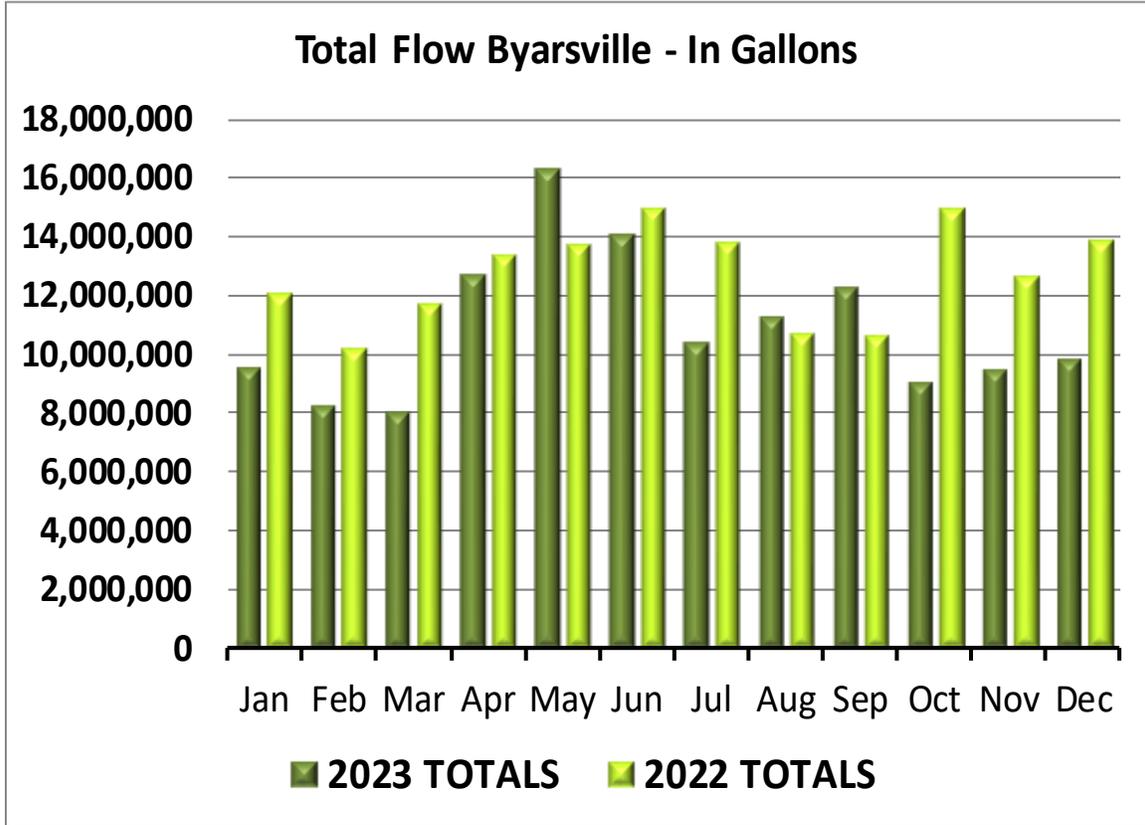
Wastewater Operation & Maintenance

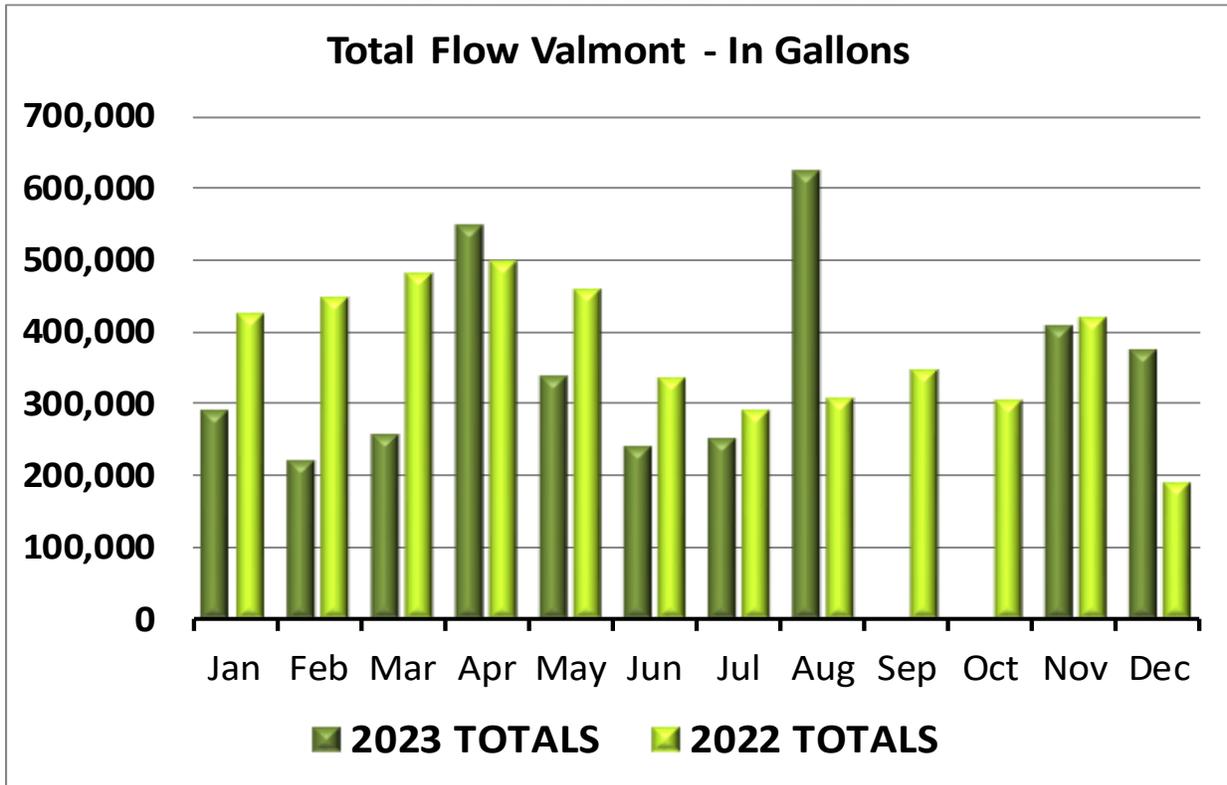
- Monthly work orders were done on the lift stations.
- Ginger Woods lift station #1 had a high-level alarm on the 28th. We investigated and found the pumps were not working in auto but worked in hand mode. We pumped the lift station down and had an electrician check the lift station. They found one pump was not working right, but the other pump was working fine. On the 29th we checked the lift station again and it was working as it should.
- On the 30th Jeremy received a phone call from Kyle at Wiese Plumbing that there was a sewer backup at #85 at the Woods. The manhole closest to the house was checked and it was full. The on-call operator was notified. He went out and checked the lift station and it was full again. We didn't get any alarms to notify us of high level. The operator pumped the lift station down again on hand and called the electrician back. He came out right away and worked on it again and got it working on auto mode. We pulled the pumps on the 2nd and found one of the pumps' power wires were cut. We got pictures of the pump and now have a pump on order to replace it. The other pump in there is working as it should with no more problems.

		December-23	November-23	December-22
Water				
Total Monthly Pumped Valley	gallons	11,757,000	11,931,000	10,586,000
Daily Average Pumped Valley	gallons	250,000	244,233	352,866
Average Fluoride Residual	mg/L	0.00	0.00	0.00
Fluoride used	lbs	72.30	74.60	130.60
Average Chlorine Residual	mg/L	0.35	0.31	0.43
Chlorine used	lbs	94.60	75.30	97.40
Potassium Permanganate	lbs	486.00	491.00	333.00
Wastewater				
Effluent Flow				
Total Flow Meigs Street	gallons	7,184,000	7,206,000	10,413,000
Avg Daily Flow Meigs Street	gallons	232,000	240,000	260,300
Total Flow Byarsville	gallons	9,894,000	9,498,000	13,870,000
Avg Daily Flow Byarsville	gallons	319,000	317,000	346,700
Total Flow Valmont	gallons	374,000	408,000	428,780
Avg Daily Flow Valmont	gallons	12,000	14,000	13,831
Lift Station Data				
Gardiner St Rainwater Total Runtime	hours	0.00	0.00	0.00
Valhaven (#1) Total Runtime	hours	0.00	0.00	0.00
Valhaven (#2) Total Runtime	hours	18.40	15.10	22.70
Country Aire (#1) Total Runtime	hours	33.90	24.40	32.00
Legacy Valley Total Runtime	hours	73.20	57.20	31.20
Legacy Valley Avg Daily Runtime	hours	2.36	1.84	1.00
Valley Shores (1) Pump 1 Total Run	hours	19.10	16.60	27.10
Valley Shores (1) Pump 2 Total Run	hours	15.50	13.20	24.00
Valley Shores (2) Pump 1 Total Run	hours	41.70	37.40	113.80
Valley Shores (2) Pump 2 Total Run	hours	0.00	0.00	119.20
Valley Shores (3) Pump 1 Total Run	hours	9.00	7.40	6.30
Valley Shores (3) Pump 2 Total Run	hours	12.30	11.40	6.10
Regional Pump #1 Total Runtime	hours	770.70	769.60	642.30
Regional Pump #2 Total Runtime	hours	770.70	769.60	643.50
Mallard (1) Pump 1 Total Runtime	hours	36.40	10.80	17.00
Mallard (1) Pump 2 Total Runtime	hours	13.50	10.20	16.60
Mallard (2) Pump 1 Total Runtime	hours	0.20	0.00	6.30
Mallard (2) Pump 2 Total Runtime	hours	19.30	11.30	5.60
Mallard (3) Pump 1 Total Runtime	hours	21.80	17.90	25.10
Mallard (3) Pump 2 Total Runtime	hours	22.60	18.10	24.40
Mallard (4) Pump 1 Total Runtime	hours	37.20	27.60	75.90
Mallard (4) Pump 2 Total Runtime	hours	44.00	32.60	36.00
Bluewater (1) Pump 1 Total Runtime	hours	7.00	9.80	10.60
Bluewater (1) Pump 2 Total Runtime	hours	4.90	12.10	16.40
Bluewater (2) Pump 1 Total Runtime	hours	56.20	71.40	137.50
Bluewater (2) Pump 2 Total Runtime	hours	74.20	65.30	34.30
Bluewater (3) Pump 1 Total Runtime	hours	50.70	92.20	19.60
Bluewater (3) Pump 2 Total Runtime	hours	30.90	50.00	13.60
Bluewater (4) Pump 1 Total Runtime	hours	2.70	1.40	37.90
Bluewater (4) Pump 2 Total Runtime	hours	48.70	44.70	41.20
Bluewater (5) Pump 1 Total Runtime	hours	254.00	221.60	3.50
Bluewater (5) Pump 2 Total Runtime	hours	74.30	93.10	8.80
Bluewater (6) Pump 1 Total Runtime	hours	15.90	16.40	10.90
Bluewater (6) Pump 2 Total Runtime	hours	285.60	287.40	158.30
Bluewater (7) Pump 1 Total Runtime	hours	1.30	207.50	5.90
Bluewater (7) Pump 2 Total Runtime	hours	114.90	265.30	5.60
Ginger Cove (1) Pump 1 Total Runtime	hours	22.20	20.30	37.41
Ginger Cove (1) Pump 2 Total Runtime	hours	36.10	31.90	32.61
Ginger Cove (2) Pump 1 Total Runtime	hours	0.00	0.00	27.90
Ginger Cove (2) Pump 2 Total Runtime	hours	16.70	17.00	68.10
Ginger Cove (3) Pump 1 Total Runtime	hours	0.00	0.00	51.40
Ginger Cove (3) Pump 2 Total Runtime	hours	0.00	0.00	29.80
Ginger Woods (1) Pump 1 Total Runtime	hours	11.20	8.00	2.50
Ginger Woods (1) Pump 2 Total Runtime	hours	68.70	8.10	2.50
Ginger Woods (2) Pump 1 Total Runtime	hours	20.00	17.00	11.19
Ginger Woods (2) Pump 2 Total Runtime	hours	0.00	0.00	11.19
Ginger Woods (3) Pump 1 Total Runtime	hours	0.00	0.00	48.00
Ginger Woods (3) Pump 2 Total Runtime	hours	95.80	81.00	48.00
Flat Water LS (1) Pump 1 Total Runtime	hours	2.10	1.80	48.00
Flat Water LS (1) Pump 2 Total Runtime	hours	2.00	1.70	48.00
Flat Water LS (2) Pump 1 Total Runtime	hours	4.20	5.30	48.00
Flat Water LS (2) Pump 2 Total Runtime	hours	13.20	5.80	48.00
Flat Water LS (3) Pump 1 Total Runtime	hours	11.30	11.00	48.00
Flat Water LS (3) Pump 2 Total Runtime	hours	11.60	11.70	48.00
West Street LS (1) Pump 1 Total Runtime	hours	235.20	1.40	48.00
West Street LS (1) Pump 2 Total Runtime	hours	235.60	1.60	48.00
Rainwater Pump 1 Total Runtime	hours	0.00	0.00	0.00
Rainwater Pump 2 Total Runtime	hours	0.00	0.00	0.00









DECEMBER WORK ORDERS COMPLETED

Date completed	Equipment	Location	Task
	BYERSVILLE LS EMERGENCY GENERATOR		
12/12/2023	GENERATOR	30029 WW Valley, NE	LS Monthly PM
12/12/2023	COUNTRY AIRE LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
12/12/2023	DAIRY QUEEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
12/4/2023	MALLARD LANDING LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
12/4/2023	MALLARD LANDING LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
12/4/2023	MALLARD LANDING LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
12/4/2023	MALLARD LANDING LIFT STATION 4	30029 WW Valley, NE	LS Monthly PM
12/12/2023	MEIGS LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
12/12/2023	REGIOINAL LS EMERGENCY GENERATOR	30029 WW Valley, NE	LS Monthly PM
12/4/2023	VALHAVEN LIFTSTATION	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 1	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 2	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 3	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 4	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 5	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 6	30029 WW Valley, NE	LS Monthly PM
12/11/2023	BLUEWATER LIFTSTATION 7	30029 WW Valley, NE	LS Monthly PM
12/11/2023	GINGER COVE LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
12/11/2023	GINGER COVE LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
12/11/2023	GINGER WOODS LIFT STATION #1	30029 WW Valley, NE	LS Monthly PM
12/11/2023	GINGER WOODS LIFT STATION #2	30029 WW Valley, NE	LS Monthly PM
12/8/2023	GINGER WOODS LIFT STATION #3	30029 WW Valley, NE	LS Monthly PM
12/8/2023	LIFT STATION #1-VALLEY,NE SYST	30029 WW Valley, NE	LS Monthly PM
12/4/2023	VALLEY SHORES LIFT STATION 1	30029 WW Valley, NE	LS Monthly PM
12/4/2023	VALLEY SHORES LIFT STATION 2	30029 WW Valley, NE	LS Monthly PM
12/4/2023	VALLEY SHORES LIFT STATION 3	30029 WW Valley, NE	LS Monthly PM
12/4/2023	AIR COMPRESSOR	30029 W Valley, NE	Inspection
12/8/2023	HIGH SERVICE PUMP #1	30029 W Valley, NE	Inspection
12/4/2023	PORTABLE GAS MONITOR	30029 W Valley, NE	Calibrate Equipment
12/4/2023	FIRE EXTINGUISHERS	30029 W Valley, NE	Inspection

**Valley Cemetery Board
Valley City Hall
December 7th, 2023, 6:30pm**

Meeting Minutes

Present: Members- Dean, Gerri, Kurt, Krista,
Guests- Christie Donnermeyer- City Clerk, Jacob Lewis

Meeting called to order at: 6:36pm

Dean noted the Open Meeting Act on the north wall of the meeting room.

There were no corrections to the previous minutes.

Minutes approved by: Gerri

Seconded by: Kurt

All in favor, motion carried.

OLD BUSINESS:

Linda George monument:

Fremont monument has the chip from stone to assess for possibility of repair. No word on ability/plan to repair or not. Dean to follow-up with Kevin Smith and Melody. If unable to repair, a new stone will be ordered to replace it.

Kurt will thank the Veterans Club for the use of their PA system. Krista will thank the fire department for the use of the chairs.

Gerri received a call complimenting the cemetery's appearance and the cemetery committee's wonderful job on the Linda George monument dedication.

Snide property-

Gerri has spoken with Rune. Snide property issue proposal will not be presented at December meeting. Per Rune, if it is not on the January agenda it will be presented at the February meeting. When the issue is on the agenda, cemetery board members are encouraged to attend and speak in support of the actions against the Snide property. Dean states that the cemetery board will continue to pursue resolution and will begin inviting city council members to future meetings, and invite Rune to return.

Eagle Scout Project at the Cemetery:

Krista and Jake attended the event. Kurt will invite Dakota to attend the next meeting and present results.

Cemetery board membership

Dean invited Jake Lewis to become an ex-officio member. Jake agreed to it.

NEW BUSINESS:

Cemetery Materials Storage

Gerri has spoken with Doug Eggen. Doug has a drawer in his city maintenance office that is labeled cemetery, and has the cemetery flag pole crank and key within it.

Cemetery Keys

Krista dropped off her copy of the key for the cemetery kiosk to the city offices. There are now multiple copies of the key in the city office key lockbox.

New Plot Sales

There have been recent new sales of plots at the cemetery. City does not currently advertise, but the board is hoping to start advertising in the future. When a plot is sold, a deed is given to purchaser and a copy is kept in a file with the lot # in the city office. Christie will continue notifying Gerri and Krista when a new purchase is made. Krista will create a binder with a copy of the city cemetery map and will start logging new sales to assist in tracking. Gerri will mark sold plots in the documents at the library.

The next meeting will be **Thursday February 15th at 6:30pm.**

Kurt made the motion to adjourn, Gerri seconded.

Meeting adjourned at 7:34pm.

Meeting minutes recorded by board secretary Krista Lewis.

DAILY RECORDS**December 2023**

		This month	Last month	Last year
LIBRARY VISITS:				
	Adults	496	443	368
	Children	342	533	530
Computers	Adults	42	42	36
	Children	64	35	22
Fax/Copies		51	53	36

Reference transactions (indicate nature of question)

Locating Library Materials 49 Readers' Advisory 27, Account info and renewals 20, Technology Assistance 92, Local Info 40, General Info 147.

	Total	375	533	215
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PROGRAM ATTENDANCE:

	Adults	104	40	35
12/2 Knitting – 4; 12/2 Book and Bake Sale – 84; 12/9 Knitting – 8; 12/16 Knitting – 8;				
	Teens	31	40	43
12/6 Teen D&D – 9; 12/13 Teen D&D – 8; 12/20 Teen D&D – 7; 12/27 Teen D&D – 7;				
	Children	116	265	414
Elf Hunt – 31; 12/1 LEGO Club – 17; 12/5 Afterschool STEAM – 15;				
12/8 LEGO Club – 16; 12/12 STEAM – 10; 12/15 LEGO Club – 8; 12/19 STEAM – 8;				
12/29 LEGO Club – 11;				
	Pre-K	33	54	29
12/15 Preschool Playgroup – 15; 12/30 Noon Year's Eve – 18;				
	Total	284	399	523

New patrons (indicate Valley, other Douglas Co., non-DC)

Valley 12, other DC 0, Non DC 0

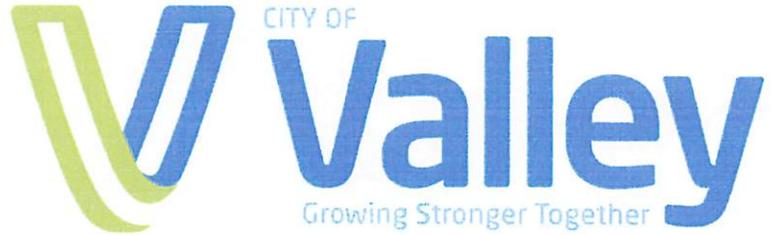
Total	12	6	7
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Volunteers/hours	0/0	0/0	0/0
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MATERIALS CHECKED OUT:

Adult	588	577	644
Children	951	983	728
Overdrive	278	286	208

Citizen Agenda Item



Anyone wishing to request an agenda item or offer comments or concerns about City matters, are asked to complete this form and return it to the City Office in person at 203 N Spruce Street, via mail at PO Box 682, Valley, NE 68064 or via email to cityclerk@valleyne.org.

Requests must be received by 5:00 PM on the Thursday prior to the City Council Meeting.

Council Meetings are held on the second Tuesday of each month at 7:00 PM.

Today's Date: 12-14-23 For the meeting date of: January 9, 2024

Agenda item title: Facts information for residents

Please clearly state your comment or concern:

a need for information about TIF + water tower/plant in new additions.

Please state what action you would like the Council to take:

send a letter out to residents.

Does this item require the expenditure of funds? Yes No

Name: Wendy Deane

Address: 207 N Spruce St, Valley NE

Phone: 402-660-7040 Email: wendydeanevalley@gmail.com

CERTIFICATION

I, CHRISTIE DONNERMEYER, the duly appointed and acting City Clerk for the City of Valley, Douglas County, Nebraska, hereby certify that Building Permits were issued between January 1 and December 31, 2023, in Bluewater Subdivision, Valley Nebraska as follows:

Lots 15, 16, 28, 33, 36, 39, 41, 44, 51, 71, 87, 91, 92, 100, 112, 114, 118, 174, 205, 216, 230, 239-240, 248, 255, 258 all in Bluewater Subdivision to the City of Valley, Douglas County, Nebraska.

Dated this 9th day of January 2024.

Christie Donnermeyer, City Clerk

(Seal)

BLUEWATER PERMITS FOR 2023

Date Issued	Permit Address	Lot #	Permit Number	PROJECT VALUATION AMOUNT
11/20/2023	6512 N 289 CIR	15	R-061-23	\$705,450.00
08/08/2023	6516 N. 289th Cir.	16	R-029-23	\$831,000.00
11/29/2023	6720 N 289 ST	28	R-056-23	\$700,000.00
12/04/2023	28909 MARY ST	33	R-066-23	\$829,650.00
04/01/2023	29003 mary st	36	R-023-22	\$1,307,100.00
10/19/2023	29015 Mary Street, Valley NE 68064	39	R-054-23	\$1,000,000.00
06/19/2023	29101 Mary Street	41	R-016-23	\$792,300.00
09/18/2023	29113 Mary St	44	R-041-23	\$969,450.00
07/01/2023	6705 N 293 St	51	R-023-23	\$1,830,520.00
08/01/2023	29117 Martin Cr. Valley, Ne 68064	71	R-035-23	\$766,200.00
07/28/2023	6206 N 293rd Cir, Vally Ne	87	R-036-23	\$1,119,000.00
08/31/2023	6222 N 293rd Cir	91	R-039-23	\$919,200.00
11/15/2023	6304 n 293rd circle	92	R-060-23	\$940,950.00
08/22/2023	6412 N 293rd Circle	100	R-026-23	\$1,300,000.00
10/28/2023	6309 N 295th St.	112	R-053-23	\$688,000.00
06/28/2023	6245 N 295th St	114	R-014-23	\$941,100.00
12/18/2023	6221 N 295 ST	118	R-070-23	\$783,450.00
04/07/2023	6001 N 294th Cr.	174	R-005-23	\$1,267,950.00
08/18/2023	5911 N 292nd Cir, Valley, NE, 68064	205	R-040-23	\$827,250.00
05/04/2023	29119 Laurel Cr, Valley, NE 68064	216	R-009-23	\$1,023,750.00
05/26/2023	5403 North 292nd Circle	230	R-013-23	\$842,100.00
05/30/2023	5305 N 290th Circle	248	R-011-23	\$1,233,900.00
09/20/2023	6306 N. 295th St.	255	R-047-23	\$483,000.00
10/18/2023	6242 N. 295th St.	258	R-046-23	\$660,000.00
07/31/2023	5512 N 290th Circle	239-240	R-027-23	\$1,300,000.00

RESOLUTION 2024-01

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

WHEREAS, the City of Valley, Douglas County, Nebraska, proposes to enter into an agreement for wastewater treatment services between the City of Valley, Nebraska and the City of Fremont, Nebraska; and

WHEREAS, the Agreement for Wastewater Treatment Service between City of Valley, Nebraska and City of Fremont, Nebraska has been submitted; and

WHEREAS, the Valley City Council met in regular session on January 9, 2024 and reviewed said agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the Agreement for Wastewater Treatment Service between City of Valley, Nebraska and City of Fremont, Nebraska for wastewater treatment services on behalf of the City of Valley, a copy of said agreement is marked as Exhibit "A" and attached hereto and made a part hereof by reference.

PASSED AND APPROVED this 9th day of January 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

AGREEMENT FOR WASTEWATER TREATMENT SERVICE

BETWEEN

CITY OF VALLEY, NEBRASKA

AND

CITY OF FREMONT, NEBRASKA

This agreement, made this ____ day of _____, 2024, by and between the City of Valley, Nebraska (hereinafter called Valley) and the City of Fremont, Nebraska, (hereinafter called Fremont), is for the sale and purchase of wastewater treatment service.

WITNESSETH THAT:

WHEREAS, Fremont has constructed a wastewater treatment plant with the current capability and capacity to treat municipal wastewater from both Fremont and Valley and is agreeable to sell treatment service to Valley; and

WHEREAS, Valley has completed a study of its wastewater collection and treatment needs and after review of the possible alternatives of meeting the treatment needs in the future, has selected the option of conveying it's wastewater to Fremont for treatment and is agreeable to purchase treatment services from Fremont; and

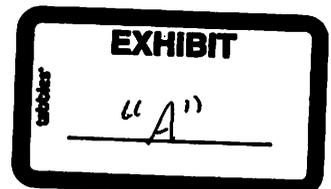
WHEREAS, Valley shall maintain pumping and conveyance facilities to transport its wastewater to Fremont's wastewater treatment plant for treatment; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general interest for the wastewater from both parties to be treated at Fremont's wastewater treatment plant; and

WHEREAS, this Agreement for the sale and purchase of wastewater treatment service is authorized by law.

NOW, THEREFORE, in consideration of the foregoing and the terms stipulated herein, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by Fremont, unless otherwise provided, Valley shall make payment of fees as described in the City of Fremont Sewer Rate Ordinance as approved by the City Council of the City of Fremont, as amended from time to time.
2. Fremont shall provide wastewater treatment services to Valley not to exceed an average daily flow of 800,000 gallons, calculated annually.



3. Valley shall operate and maintain all necessary pumping stations and conveyance force mains between Valley and the connection point at Fremont's treatment facility. Operation and maintenance of the monitoring and sampling equipment in the connection station shall be provided by Fremont.
4. In order to treat Valley's wastewater, Fremont shall construct, operate and maintain its wastewater treatment facilities in compliance with its NPDES operating permit and in accordance with environmental regulatory requirements imposed by the United States Environmental Protection Agency or the Nebraska Department of Environment and Energy.
5. Charges for wastewater treatment service shall be based on volume measurements made and recorded at the connection station and shall be billed monthly by Fremont and invoiced to Valley. Sewer user fees, including appropriate abnormal strength charges, if any, shall be based on the rates contained in the current City of Fremont Sewer Rate Ordinance approved by the City of Fremont City Council. These fees may be changed from time to time in the future as necessary for Fremont to meet operational expenses of its wastewater treatment utility. However, the rate adjustments charged to Valley shall be fair and commensurate with the rate adjustments charged to its other municipal customer classes.
6. Monthly billing charges shall be calculated based on the total volume of wastewater measured by the flow meter during the billing period, multiplied by the prevailing flow charge per unit volume, established in the current City of Fremont Sewer Rate Ordinance as approved by the City Council for the City of Fremont. Additional charges will be billed on abnormal strength wastewater conveyed by Valley to Fremont, which are determined to have strengths greater than those defined in the current City of Fremont Sewer Rate Ordinance as approved by the City Council. If wastewater strength exceeds the prevailing strengths for two consecutive months, Fremont shall notify Valley in writing and Valley shall be considered in violation of this agreement and must find the source and have it corrected within sixty (60) days of the mailing of Notice to Valley.
7. Valley shall be responsible for the payment of the entire monthly invoice in a prompt manner. Payments shall be due to Fremont within thirty (30) days after the date of the invoice. If full payment is not received by Fremont by the date it is due, delinquent interest on any unpaid balance shall be assessed at a rate of twelve percent (12%) per annum from the date of the invoice. Failure to make payment within ninety (90) days shall be considered just cause for Fremont to terminate this agreement.
8. This agreement shall be for a period of ten (10) years. Thereafter, the agreement may be extended upon written agreement by both parties. To extend the agreement beyond the current ten (10) years, Valley must notify Fremont of its desire to extend the agreement at least three (3) years prior to the expiration date of the agreement.

9. This is an Agreement between the named parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this Agreement or claim damages for its breach.
10. Valley shall be responsible for the operation, maintenance, and ownership of facilities which comprise its collection and conveyance system and future additions thereto, and shall retain all contractual and managerial obligations associated with such system and facilities.
11. Fremont shall be responsible for the construction, operation, maintenance and ownership of facilities which comprise its wastewater treatment system and future additions thereto, and shall retain all contractual and managerial obligations associated with such system and facilities.
12. Valley shall control all wastewater connections made to its collection or conveyance system. Current records shall be maintained by Valley of all connections and shall be made available to Fremont upon request from the General manager of the Fremont Department of Utilities. New connections shall be limited to sanitary wastewater only and total influent shall not exceed an average daily flow of 800,000 gallons, calculated annually and the strengths greater than those defined in the current City of Fremont Sewer Rate Ordinance shall be billed according to the current rate ordinance. Valley shall not permit any storm water connections of any kind, either directly to indirectly, to be made to its collection or conveyance system. All new collection lines shall be constructed in accordance with Nebraska Department of Environment and Energy (NDEE) standards with regard to allowances for acceptable groundwater infiltration rates.
13. This agreement is intended for sanitary wastewater only. In order to keep the volume of groundwater and storm water to acceptable NDEE allowances, Valley shall make every effort to eliminate any storm water volume from entering its collection system through any direct or indirect connection such as surface drains, ditched, streams, storm sewers, roof drains or foundation drains. Valley shall also substantially eliminate groundwater infiltration into its collection system to comply with NDEE infiltration allowance standards. Valley's failure to eliminate known storm water connection and to substantially eliminate groundwater infiltration volumes beyond acceptable standards shall allow Fremont to terminate this agreement upon three (3) years advance notice.
14. Valley shall, with respect to property owned by it or under its control, allow Fremont and such personnel from the State or federal agencies, upon presentation of proper credentials to inspect and sample any discharge point for pollutants. Valley shall, when requested under reasonable circumstances, assist Fremont's personnel in making such inspection and inquiry if the property of users within the boundaries or jurisdiction of Valley.

15. Valley agrees to conform with and enforce all minimum standards, ordinances, rules, regulations, and requirements of Fremont and all applicable State and federal laws and regulations. The parties shall adhere to the standard rates and regulations regarding 1) Industrial Cost Recovery for industries within or connected to Valley's system and 2) wastewater discharges, including limitations and prohibitions, monitoring and reporting within Valley's system. Wastewater conveyed to Fremont from within Valley's system shall be in conformity with current regulations pertaining to sewers or wastewater within Valley and/or in accordance with all State and federal laws, rules and regulations, whichever is most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the wastewater system of Valley and conveyed to Fremont for Treatment.
16. All industries, whether existing or new, within Valley's collection system, who are required to obtain a Pretreatment Permit under NDEE Title 127, shall file flow and waste strength characteristic reports to both Valley and Fremont every January and June. Valley shall require these industries to provide 24-hour flow proportion composite samples for analysis by a certified commercial laboratory. These samples shall be representative of a normal average production day of the industry sampled. Any and all penalties or fines levied as a result of violation of the Pretreatment Permit shall be borne by the industry in violation.
17. Both parties agree to abide by any changes in this Agreement made necessary by revisions or additions to State or federal regulations, or Fremont's wastewater National Pollutant Discharge Elimination System Permit.
18. Any fines or penalties imposed upon Fremont by any federal or State agency or any court for any regulatory violation causing such fine or penalty arising out of this Agreement shall be paid by Valley. Further, Valley agrees to indemnify and hold Fremont harmless for any and all claims brought against Fremont arising out of the conditions and obligations provided herein.
19. Neither party shall be liable to the other for any delay or failure of performance of this Agreement to the extent that such failure of delay is made necessary by an event of Force Majeure. The term Force Majeure as used herein shall mean any cause beyond the control of the party affected including, but not limited to, acts of civil or military authority, acts of the public enemy, riots, insurrections, strikes, pandemics, or labor disputes, fires, explosions, flood, severe weather, mechanical breakdowns, or other Acts of God.
20. If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect. If a party fails to enforce any of its rights contained in this Agreement following a breach of the other party, such failure to enforce a right shall not constitute a waiver of such right for any subsequent breach hereof.

21. All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written agreement of the parties.

22. All notices required by this Agreement must be made in writing and executed by the individual(s) below:

-Notices to Fremont shall be delivered to the City of Fremont at the following address:

Jeff Shanahan, General Manager
Fremont Department of Utilities
400 E Military
Fremont, NE 68025

Or such other person or address as may be designated by Fremont

-Notices to Valley shall be delivered to the City of Valley at the following address:

Cindy Grove, Mayor
City of Valley
203 Spruce St.
Valley, NE 68064

Or such other person or address as may be directed by Valley

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereto, duly authorized as of the dates below indicated.

EXECUTED BY THE CITY OF VALLEY, NEBRASKA this ____ day of
FEBRUARY, 2024

CITY OF VALLEY, NEBRASKA

By: _____

ATTEST:

EXECUTED BY THE CITY OF FREMONT, NEBRASKA, this ____ day of
_____ 2024

CITY OF FREMONT, NEBRASKA

By: _____

ATTEST:

RESOLUTION 2024-02

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The following is a formal record of action taken by the governing body of the City of Valley, Nebraska (the "Company").

With respect to the adoption of the City of Valley Nebraska 457(b) Plan (the "Plan"), the following resolutions are hereby adopted:

NOW, THEREFORE, BE IT RESOLVED that the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

BE IT FURTHER RESOLVED that the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

BE IT FURTHER RESOLVED That Christie Donnermeyer, City Clerk, is hereby retained as the Trustee of the Plan; and

BE IT FURTHER RESOLVED That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

PASSED AND APPROVED this 9th day of January 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

**ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN**

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Valley Nebraska
2. Address: 203 N Spruce PO Box 682
3. City: Valley 4.State: NE 5. Zip: 68064
6. Phone number: 402-359-2251 7. Fax number: _____ - _____
8. Plan Sponsor EIN: 47-6006396
9. Plan Sponsor fiscal year end: 09/30
10. State of organization of Plan Sponsor: Nebraska
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION

A. GENERAL INFORMATION

1. Plan name: a. City of Valley Nebraska 457(b) Plan
b. _____
2. Effective Date:
 - 2a. Original effective date of Plan: 01/01/2024
 - 2b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 2c. If A.2b is "Yes", effective date of Plan restatement: _____.

NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. Plan Year means each 12-consecutive month period ending on 09/30 (e.g. December 31).
NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type

4. Type of Plan:
 - i. Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
 - ii. Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features

5. Employer/Employee contributions permitted (check all that apply):
 - a. Matching Contributions.
 - b. Nonelective Contributions.
 - c. Participant Deferral Contributions.
 - d. If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
 - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 01/01/2024 (no earlier than January 1, 2011).

Compensation

6. Definition of Compensation (check all that apply):
 - a. Base salary.
 - b. The additional pay specified in A.7.
7. If A.6.b is selected, enter the additional pay: Includes all W-2 wages including deferrals

8a. Are there any exclusions from the definition of Compensation:

Yes No

8b. If A.8a is "Yes", enter the exclusions from the definition of Compensation: _____

8c. Exclude pay earned before participation in Plan from definition of Compensation:

Yes No

Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of B.2 through B.4, the term Eligible Employee shall include Employees who are also (check all that apply):

- a. Officers of the Company in the following positions: _____.
- b. Other management or highly compensated employees in the following classifications/positions: _____.
- c. Employees listed in an appendix to the Adoption Agreement.
- d. All Employees except: _____.
- e. All Employees.

NOTE: Only a Governmental Plan may select B.1.d or B.1.e.

2. Indicate whether an independent contractor may participate in the Plan:

Yes No

Eligible Employee - Other

3. In addition to the requirements in B.1, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):

- a. Must be approved by the Chief Executive Officer of the Plan Sponsor.
- b. Must be approved by the Chief Executive Officer of the Employee's employing entity.
- c. Must be approved by the Board of the Plan Sponsor.
- d. Must be approved by the Board of the Employee's employing entity.
- e. Other requirements listed in B.4.

4. If B.3.e is selected, enter other requirements: _____

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in B.5 through B.6:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:

- i. None.
- ii. Completion of: _____
- iii. Other: Age 18 1 month Elapsed Time

6. Frequency of entry dates:

- i. first day of each calendar month
- ii. first day of each plan quarter
- iii. first day of the first month and seventh month of the Plan Year
- iv. first day of the Plan Year
- v. Other: Immediate

Modifications

7a. Indicate whether there are any modifications to the requirements specified in B.1 - B.6:

Yes No

7b. If B.7a is "Yes", specify the modifications: _____.

C. ELECTIONS/CONTRIBUTIONS

- 1a. If A.5c is selected (Participant Deferrals permitted), minimum Participant contribution: None
- 1b. If A.5c is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).
- 2. If A.5c is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
 Yes No

Matching Contributions

- 3. If A.5a is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
 - i. Pursuant to the formula specified in C.4.
 - ii. An amount and allocation formula as determined by the Company.
- 4. If A.5a is "Yes" (matching contributions are permitted), and C.3.i is selected, indicate the formula to allocate such contributions: _____.
- 5. If A.5a is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If C.5 is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

- 6. If A.5b is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
 - i. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - ii. Pursuant to the formula specified in C.7.
 - iii. An amount and allocation formula as determined by the Company.
- 7. If A.5b is "Yes" (nonelective contributions are permitted) and C.6.ii is selected, indicate the formula to allocate such contributions: _____.
- 8. If A.5b is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If C.8 is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

- 9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
 Yes No
NOTE: If the Plan is not a Governmental Plan and C.9 is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and C.9 is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

- 1. A Participant's Accounts shall be credited with earnings in the following manner:
 - i. Fixed rate specified in D.2.
 - ii. Predetermined investment(s) specified in an appendix to the Adoption Agreement.
 - iii. Predetermined investment(s) as specified by the Plan Administrator.
 - iv. Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
NOTE: If the Plan is a Governmental Plan, D.1 must be a predetermined investment.
- 2. If D.1.i (fixed rate) is selected, specify the rate: _____.
NOTE: If the rate specified in D.2 is a published rate, and the entry in D.2 does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
- 3. If D.1.ii or D.1.iii (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
 - i. A Participant may not choose among predetermined investments.

- ii. As of each Valuation Date.
 - iii. As of the first day of each Plan Year.
 - iv. Pursuant to Plan Administrator procedures.
- 4a. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
 Yes No
- 4b. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed) and D.4a is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust

5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
- i. No grantor trust shall be established.
 - ii. The Company may, in its sole discretion, establish a grantor trust.
 - iii. The Company shall establish a grantor trust.
- NOTE: If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

- 6a. Enter Valuation Date:
- i. Last day of Plan Year
 - ii. Last day of each Plan quarter
 - iii. Last day of each month
 - iv. Each business day
 - v. Other
- 6b. If D.6a.v is selected, enter the Valuation Date: _____(Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

1. Indicate the method of determining vesting service: _____.
NOTE: Unless otherwise specified in E.1, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
 Yes No
3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
 Yes No
4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
 Yes No
- 5a. Provide for full vesting for a Participant upon the circumstances described in E.5b (Section 5.06):
 Yes No
- 5b. If E.5a is "Yes", describe the other circumstances: _____.
- 6a. Company contribution vesting schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff 3 Year Cliff 2 Year Cliff Other Pursuant to another plan.
NOTE: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If E.6a is "Other", enter other vesting schedule: _____
- 6c. If E.6a is "Pursuant to another plan", enter name of other plan: _____

Special Forfeiture Provisions

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):
 Yes No
- 7b. If E.7a is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in E.7c: _____.
NOTE: If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.
- 7c. If E.7a is "Yes", a Participant meeting the conditions of E.7b shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: 65.
NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
- i. The earlier of the Required Beginning Date or the number of years specified in F.3 after the Participant's Termination.
 - ii. The earlier of the Required Beginning Date or Normal Retirement Age.
 - iii. Required Beginning Date.
- NOTE:** If F.2.ii is selected, payment may not be made earlier than that specified in Section 6.01.
3. If F.2.i is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): _____.
NOTE: If zero is entered in F.3, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

- 4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- i. A single lump sum payment.
 - ii. Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in F.4b.
 - iii. Other optional form of benefit specified in F.4c.
- 4b. If F.4a.ii (annual installments) is selected, enter the maximum number of years over which payments may be made: _____.
NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.
- 4c. If F.4a.iii (Other) is selected, describe other optional form of benefit: Continuous right to withdrawal.

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
- i. Pay entire remaining Account by end of the first calendar year following the date of death.
 - ii. Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

- 6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):

Yes No

6b. If F.6a is "Yes", A.5c (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:

i. Yes

ii. Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).

iii. No

Small Distributions

7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):

Yes No

Medium of Payment

8. Medium of distribution from the Plan:

i. Cash only

ii. Cash or in-kind

iii. In-kind only

Transfers

9a. Specify whether transfers may be made to another plan (Section 6.08):

Yes No

NOTE: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).

NOTE: Governmental Plans are also subject to the direct rollover rules in Section 6.09.

9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):

Yes No

Death or Disability during Qualified Military Service

10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):

Yes No

10b. If F.10a is "Yes", enter the effective date: _____ (must be on or after January 1, 2007).

Loans/Inservice

11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):

Yes No

12. If the Plan is a Governmental Plan and C.9 permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):

Yes No

13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:

Yes No

2009 Required Minimum Distributions

14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:

i. Default to continue 2009 RMDs.

ii. Default to discontinue 2009 RMDs.

iii. Other: _____.

NOTE: If "Other" is selected, the below provisions will not apply except to the extent specified.

14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:

- i. None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
- ii. 2009 RMDs only.
- iii. Extended 2009 RMDs only.
- iv. 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

1a. Designation of Plan Administrator (Section 7.01):

- i. Plan Sponsor
- ii. Committee appointed by Plan Sponsor
- iii. Other

1b. If G.1a.iii is selected, Name of Plan Administrator: _____

2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):

- i. Standard according to Section 7.03.
- ii. Custom.

2b. If G.2a.ii (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this ____ day of _____, 2023.

CITY OF VALLEY NEBRASKA:

Signature: _____

Print Name: Christie Donnermeyer

Title/Position: _____

RESOLUTION 2024-03

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The following is a formal record of action taken by the governing body of the City of Valley, Nebraska (the "Employer").

With respect to the adoption of the City of Valley Nebraska Retirement Plan (the "Plan"), the following resolutions are hereby adopted:

NOW, THEREFORE, BE IT RESOLVED that the Plan be adopted effective January 1, 2024, in the form attached hereto, which Plan is hereby adopted and approved;

BE IT FURTHER RESOLVED that the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer;

BE IT FURTHER RESOLVED That the City Clerk is hereby appointed as the Trustee of the Plan; and

BE IT FURTHER RESOLVED That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

PASSED AND APPROVED this 9th day of January 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

CITY OF VALLEY NEBRASKA RETIREMENT PLAN

CITY OF VALLEY NEBRASKA RETIREMENT PLAN

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**ADOPTION AGREEMENT #001
GOVERNMENTAL PROFIT SHARING NON-STANDARDIZED PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): City of Valley Nebraska
2. Address: 203 N Spruce PO Box 682
3. City: Valley
4. State: NE
5. Zip: 68064
6. Phone number: 402-359-2251
7. Fax number: _____
8. Plan Sponsor EIN: 47-6006396
9. Plan Sponsor fiscal year end: 09/30
10. State of organization of Plan Sponsor: Nebraska

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
 - a. City of Valley Nebraska Retirement Plan
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/2024
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: _____

NOTE: The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.

4. **Merger Information**
 - a. Other Plan name: _____

- b. Merger effective date: _____
 c. Additional merger information: _____

5. Plan Year

- a. Plan Year means each consecutive 12-month period ending on 09/30 (e.g. December 31)
 b. The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
 i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
 None
 All purposes (i.e., eligibility, allocation conditions, and vesting)
 Other: _____

NOTE: The provisions of A.5b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.

6. Limitation Year means:

- a. Plan Year
 b. calendar year
 c. Other: _____

NOTE: If "Other" is selected, the Limitation Year must be a consecutive 12-month period.

7. Frozen Plan

- a. The Plan is frozen as to eligibility effective: _____
 b. The Plan is frozen as to benefit accruals effective: _____

Plan Features**8. Employee Contributions (Section 4.01)**

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
 i. Yes, _____% of Plan Compensation
 ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory Employee Contributions</u>

 iii. Yes, other fixed method: _____
 iv. No
 b. Voluntary (After-Tax) Contributions are permitted under the Plan:
 i. Yes
 ii. No
 iii. Formerly Allowed
 c. Mandatory After-Tax Employee Contributions are permitted under the Plan:
 i. Yes, _____% of Plan Compensation
 ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory After-Tax Employee Contributions</u>

 iii. Yes, other fixed method: _____
 iv. No
 d. Grandfathered 401(k) Contributions adopted by the governmental entity before May 6, 1986 are permitted under the Plan
 e. Grandfathered Roth 401(k) Contributions are permitted under the Plan

NOTE: If A.8a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.8a.iii or A.8c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: The governmental entity adopting the 401(k) feature must be the same Employer as the Plan Sponsor within the meaning of Treas. Reg. section 1.410(b)-9. Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to any 401(k) plan adopted before May 6, 1986.

NOTE: A.8e only applies if A.8d is selected.

9. Matching Contributions

Matching Contributions are permitted (Section 4.02):

Yes No

NOTE: If A.9 is "No", questions regarding Matching Contributions are disregarded.

10. Non-Elective Contributions

Non-Elective Contributions are permitted (Section 4.03):

Yes No

NOTE: If "No", questions regarding Non-Elective Contributions are disregarded.

11. Plan Features Effective Dates

a. There is a special effective date for one or more features specified in A.8 through A.10. The special effective date(s) which occur after the Effective Date specified in A.3 is/are: _____

b. A previous plan amendment eliminated one or more of the features specified in A.8 through A.10. Specify any provisions that apply to the eliminated Plan features: _____

NOTE: Mandatory Employee Contributions cannot be effective earlier than the date the arrangement was adopted.

Compensation

12. Statutory Compensation

a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):

i. Section 415 Compensation

ii. W-2 Compensation

iii. Withholding Compensation

iv. Section 415 Safe Harbor Option

b. Include deemed Code section 125 compensation in definition of Statutory Compensation.

c. Include Post Severance Compensation in definition of Statutory Compensation.

d. Include Post Year End Compensation in definition of Statutory Compensation.

13. Plan Compensation

a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
i. No Exclusions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. Pay earned before participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a
iii. Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv. All of the following benefits (even if includable in gross	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

income); reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))

- | | | | | | |
|-------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| v. | Differential military pay as defined in Code section 3401(h)(2) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| vi. | Final Paycheck Pay | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| vii. | Post Severance Compensation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| viii. | Post Year End Compensation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ix. | Other adjustments (e.g., commissions, bonuses, etc.): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.

NOTE: If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

b. Plan Compensation is determined over the period specified below ending with or within the Plan Year:

- i. Plan Year
- ii. calendar year
- iii. Plan Sponsor Fiscal Year
- iv. Limitation Year
- v. Other 12-month period beginning on: _____ (enter month and day)

Definitions

14. Disability

Definition of Disability

- a. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled

under a written policy.

f. Other: _____

NOTE: If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

15. Choice of Law/State Law

a. Name of state or commonwealth for choice of law (Section 12.05): Nebraska

b. Enter any state law provisions that apply to the Plan: Nebraska

NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. No Exclusions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Union Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Leased Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Non-Resident Alien	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Employees (Section 3.06(a)): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.

2. Opt-Out

An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.8a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

Count service with employers other than the Employer for eligibility purposes. List other employers and indicate for what purposes (e.g. Mandatory Employee Contributions, Matching, etc.) the service applies along with any limitations: _____

4. Special Participation Date

a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____

b. The Plan provides conditions or limitations on immediate participation: _____

NOTE: Describe the conditions or limitations and indicate for what purposes (e.g. Mandatory Employee Contributions, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Eligibility for All Contribution Types

5. Age Requirement for Plan Participation

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. Age Requirement	n/a	18	n/a	n/a

6. Service Requirement for Plan Participation

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. No Minimum Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of _____ month(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Completion of _____ day(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Other: 1 Month Elapsed Time	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Additional Requirements: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

7. Entry Dates

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. Immediate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. First day of each payroll period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. First day of the calendar month	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. First day of each Plan quarter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. First day of the first month and seventh month of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Year
- f. First day of the Plan Year
- g. Other:

NOTE: If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. Coincident with or next following the date the eligibility requirements are met	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Next following the date the eligibility requirements are met	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>	<input type="checkbox"/>	n/a
d. Immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>	<input type="checkbox"/>	n/a
e. Nearest to the date the eligibility requirements are met	n/a	<input type="checkbox"/>	<input type="checkbox"/>	n/a

NOTE: If B.7a is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions/Grandfathered 401(k) Contributions immediately upon meeting the eligibility requirements.

Transfers/Rehires

9. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):
- i. as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
- i. immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ii. on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions/Grandfathered 401(k) Contributions

NOTE: If A.8b is "Yes" or A.8d is selected (Voluntary Contributions or Grandfathered 401(k) Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions/Grandfathered 401(k) Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Employee Contributions**a. Voluntary Contributions**

- i. Minimum Voluntary Contribution: _____
- ii. Maximum Voluntary Contribution: _____
- iii. Other limits on Voluntary Contributions apply: _____

b. Grandfathered 401(k) Contributions

- i. Minimum Grandfathered 401(k) Contribution: _____% of Plan Compensation
- ii. Minimum Grandfathered 401(k) Contribution: \$_____ for the following period: _____
- iii. Maximum Grandfathered 401(k) Contribution: _____ of Plan Compensation
- iv. Other limitations on Grandfathered 401(k) Contributions (specify): _____

c. Allow Participants to make Catch-up Contributions in addition to Grandfathered 401(k) Contributions

NOTE: C.1a.i, C.1b.i, C.1a.ii and C.1b.iii may not be more than 100% of Plan Compensation.

NOTE: If C.1a.iii or C.1b.iv is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: C.1b and C.1c shall not apply if A.8d is not selected (Grandfathered 401(k) Contributions are not permitted).

2. Modifications of Voluntary Contributions/Grandfathered 401(k) Contributions**a. Participants modify/start/stop Grandfathered 401(k) Contributions/Voluntary Contribution elections:**

- i. Each pay period
- ii. Monthly
- iii. Quarterly
- iv. Semiannual
- v. Annual
- vi. Pursuant to Plan Administrator procedures (at least once each calendar year)

b. Participants may stop an election to contribute at any time.**Automatic Enrollment****3. Grandfathered 401(k) - Automatic Enrollment****a. The Plan provides automatic enrollment (Section 4.01(g)) in the following manner:**

- i. None
- ii. Specified amount. The initial amount of the automatic enrollment (as a percentage of pay): _____
- iii. Administrative policy. Automatic enrollment amounts shall be determined according to a written administrative policy which is timely communicated to Participants so they have an effective opportunity to elect to receive cash or complete an affirmative election deferring a different amount or no amount.

b. The amount specified in C.3a shall increase in the following manner (e.g., 1% per year to a maximum of 7% with increases occurring on the first day of each Plan Year): _____**c. Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Grandfathered 401(k) Contributions (and after effective date of the addition of an automatic enrollment feature for current Participants).**

- d. Indicate who will be eligible to receive automatic contributions:
- i. Eligible Employees who have not made a Grandfathered 401(k) Contribution election
 - ii. All Eligible Employees to the extent that no election was made or their Grandfathered 401(k) Contribution elections are less than the automatic enrollment amount
 - iii. Other: _____
- e. If the Plan provides for automatic enrollment and Grandfathered Roth 401(k) Contributions are allowed to the Plan, select whether automatic contributions will be pre- or post-tax:
- i. Pre-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.
 - ii. Post-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Grandfathered Roth 401(k) Contributions.

NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.3a.i) and "increase by 1% in the second through sixth year to a maximum of 8%" in the second blank (C.3b).

NOTE: The Plan must provide that the initial default contribution is a uniform percentage of Plan Compensation; although the percentage may vary based on years of service.

NOTE: If the Plan is an EACA (C.4a is selected), the uniform percentage of Plan Compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).

NOTE: C.3b is only applicable if C.3a.ii is selected.

NOTE: C.3c is only applicable if C.3a is selected. C.3c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).

NOTE: C.3e only applies if A.8e is selected (Roth contributions are allowed to the Plan) and C.3a (automatic enrollment) is selected.

NOTE: If C.3d.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

4. EACA

- a. The Plan intends to be an eligible automatic contribution arrangement (EACA) (Section 4.01(g)(4)(B))
- b. "Covered Employee" means:
 - i. All Employees who make an affirmative election shall remain covered Employees within the meaning of Treas. Reg. section 1.414(w)-1(e)(3)
 - ii. Only Eligible Employees who have not made a Grandfathered Roth 401(k) Contribution election
- c. Permissible withdrawals will be allowed, provided they are requested within _____ days after the date of the first contribution under an EACA (no fewer than 30 or more than 90)

NOTE: C.4 only applies if C.3 (automatic enrollment) is selected.

NOTE: C.4b only applies if C.3 (automatic enrollment) is selected and C.4a is selected.

NOTE: Covered Employees must receive the notice described in Section 4.01(g)(1).

Matching - Allocation Service

NOTE: If A.9 is "Yes" (Matching Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Matching Contributions during the applicable Plan Year):

5. Allocation Service Requirements for Matching Contributions

- a. None
- b. In order to share in the allocation of Matching Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year

- d. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.5b and C.5c are inapplicable if C.5a or C.5d is selected.

6. Exceptions to Allocation Service Requirements for Matching Contributions

- a. A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
- i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Age
 - iv. attainment of Early Retirement Age
- c. Any Hour of Service requirement and last day requirement shall be modified as follows:
- i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- d. The following other modifications shall be made to the requirements specified in C.5-7c: _____

NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Matching Contribution- Formula

7. Matched Employee Contribution Inclusions

The following contributions are Matched Employee Contributions:

- a. Grandfathered 401(k) Contributions shall be included in the definition of Matched Employee Contributions
- b. Include a Participant's Catch-up Contributions in the definition of Matched Employee Contributions
- c. Voluntary Contributions shall be included in the definition of Matched Employee Contributions
- d. Mandatory Employee Contributions shall be included in the definition of Matched Employee Contributions
- e. Mandatory After-tax Employee Contributions shall be included in the definition of Matched Employee Contributions
- f. Contributions made under the following 403(b) or 457(b) plan(s) of the Employer shall be included in the definition of Matched Employee Contributions: City of Valley 457(b) Plan

NOTE: If A.8b.i is not selected (Voluntary Contributions are not permitted), C.7c is not applicable; if A.8a.iv is selected (no Mandatory Employee Contributions), C.7d is not applicable; if A.8c.iv is selected (no Mandatory After-tax Employee Contributions), C.7e is not applicable, and if A.8d (Grandfathered 401(k) Contributions are not permitted) C.7a and C.7b are not applicable.

8. Matching Contribution Formula

- a. A discretionary amount. The amount will be allocated:
- i. as a uniform percentage of Matched Employee Contributions.
 - ii. as a flat dollar amount for each Participant.
 - iii. based on written instructions provided by the Employer to the Plan Administrator (or Trustee, if applicable) describing (1) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Matched Employee Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Employer Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Employer Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date

on which the last discretionary Employer Matching Contribution is made to the Plan for a Plan Year.

- b. Fixed rate. The Employer will contribute as a Matching Contribution an amount equal to i. 100% of the Participant's Matched Employee Contributions that are not in excess of ii. 6% of the Participant's Plan Compensation
- c. Years of service. See C.9 below
- d. Special schedule. Matching Contributions shall be made according to the following schedule: _____

NOTE: If B.8d is selected, the other schedule must describe a formula from the options already available or a combination thereof (e.g., discretionary rate formula applies to Group A; fixed rate formula applies to Group B), be objectively determinable and may not be specified in a manner that is subject to discretion.

9. Years of Service

- a. The Matching contribution will be made according to the schedule below:
 - i. _____ Years of service _____ % of Matched Employee Contributions
 - ii. _____ Years of service _____ % of Matched Employee Contributions
 - iii. _____ Years of service _____ % of Matched Employee Contributions
 - iv. _____ Years of service _____ % of Matched Employee Contributions
- b. Only Matched Employee Contributions that are not in excess of _____ % of the Participant's Plan Compensation shall be matched.
- c. In determining years of service in this C.9, the following service shall be used:
 - i. Years of Eligibility Service
 - ii. Years of Vesting Service
- d. Enter the number of Hours of Service necessary to earn a year of service described in C.9a: _____

10. Maximum Allocations for Matching Contributions

- a. Plan limits Matching Contributions to the following in each Plan Year:
 - i. Maximum percentage of Plan Compensation: _____ %
 - ii. Maximum dollar amount: \$ _____
 - iii. Other: _____
 - iv. No Maximum
- b. Apply the dollar limit in C.10:
 - i. On a Plan Year basis only
 - ii. Pro rata as of each period specified in C.11a

NOTE: If "Other" is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: C.10b shall only apply if a maximum dollar amount (C.10a.ii or C.10a.iii) is selected and End of Plan Year (C.11a.i) is not selected.

11. Allocation Times for Matching Contributions

- a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):
 - i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
 - vi. At such times as may be determined by the Employer

NOTE: Any service requirements specified in C.5 through C.6 shall be applied pro rata to the period selected in this C.11. Any last day rule specified in C.5 through C.6 shall be applied as of the end of each period selected in this C.11.

Non-Elective Contributions - Service

NOTE: If A.10 is "Yes" (Non-Elective Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of

*Non-Elective Contributions during the applicable Plan Year.***12. Allocation Service Requirements for Non-Elective Contributions**

- a. None
- b. In order to share in the allocation of Non-Elective Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

13. Exceptions to Allocation Service Requirements for Non-Elective Contributions

- a. A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Date
 - iv. attainment of Early Retirement date
- c. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- d. The following other modifications shall be made to the requirements specified in C.12-13b: _____

NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Non-Elective Contributions - Formula**14. Amount of Non-Elective Contributions**

- a. Discretionary in an amount as determined by the Employer
- b. _____% of total Participant Plan Compensation for the Plan Year
- c. \$_____ for the Plan Year
- d. Other: _____

15. Non-Elective allocation formula. The Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 (Section 4.03):

- a. Pro rata. In the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
- b. Points. See C.16.
- c. Fixed Amount. In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
- d. Defined Groups. See C.17
- e. One Group per Participant. In an amount designated by the Employer to be allocated to each group. For purposes of this C.15e, there shall be one group created for each Participant eligible to receive allocations of Non-Elective Contributions. The contribution shall be allocated to each group in a manner determined by the Employer. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.
- f. Other fixed formula: _____

NOTE: If B.15f is selected, the other fixed formula must describe a formula from the options already available or a combination thereof (e.g., pro rata formula applies to Group A; fixed amount applies to Group B), be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

16. Non-Elective Contribution - Points

If C.15b is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.16a: (a) the points described in C.16d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.16c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Non-Elective Contributions, and (c) the points described in C.16b for each \$_____ of Plan Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
- i. Age, Service and Plan Compensation
 - ii. Age and Service
 - iii. Age and Plan Compensation
 - iv. Service and Plan Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$_____ of Plan Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.16b, C.16c and C.16d apply to the extent that C.16a provides points for Plan Compensation, Years of Service or age; respectively.

17. Non-Elective Contribution - Defined Groups

If C.15d is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 in an amount designated by the Employer to be allocated to each group described in C.17. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in C.17 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group. The groups and allocations shall be determined as follows:

- a. Group One: _____ An amount equal to:
- i. A percentage of Plan Compensation _____
 - ii. A fixed dollar amount _____
 - iii. the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

18. Determination Period for Non-Elective Contributions

- a. Non-Elective Contributions are determined at the following time(s):
- i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Non-Elective Contributions
- i. Allocations of Non-Elective Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. Allocations of Non-Elective Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.12 through C.13 shall be applied pro rata to the period selected in this C.18a. Any last day rule specified in C.12 through C.13 shall be applied as of the end of each period selected in this C.18a.

19. Paid Time Off

- a. The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Non-Elective Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
- i. Each Plan Year
 - ii. Upon Termination
- b. The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.19.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

20. Non-Elective Contributions - Disability

- Allocate Non-Elective Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

21. Collective Bargaining Agreement

- a. In addition to the formula selected in C.15, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: _____
- b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:
- i. Yes - Non-Elective Contributions only
 - ii. No
 - iii. Other: _____

NOTE: C.14-18 (amount, timing, maximum and minimum Non-Elective Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.21b.

Other Contributions

22. Prevailing Wage

- a. The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:
- i. by the applicable federal, state, or municipal prevailing wage laws.
 - ii. in the Prevailing Wage Addendum to the Adoption Agreement.
- b. Offset of other contributions:
- i. Any other employer contribution allocations that would otherwise be made to a Participant
 - ii. Other: _____

NOTE: If C.22a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.

23. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. No
- b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. Yes - Only active Participants may make a Rollover Contribution
- d. Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.

24. Deemed IRAs

- The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

25. Death or Disability During Qualified Military Service

- For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

26. 415 Additional Language

- Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _

SECTION D. VESTING

Vesting Schedules

1. Matching Contribution Account

Vesting Schedule for Matching Contributions:

- a. 100%
- b. 3 year cliff year cliff
- c. Other:
 - i. Other Match Schedule - less than 1 year: _____%
 - ii. Other Match Schedule - 1 years but less than 2 years: _____%
 - iii. Other Match Schedule - 2 years but less than 3 years: _____%
 - iv. Other Match Schedule - 3 years but less than 4 years: _____%
 - v. Other Match Schedule - 4 years but less than 5 years: _____%
 - vi. Other Match Schedule - 5 years but less than 6 years: _____%
 - vii. Other Match Schedule - 6 years but less than 7 years: _____%
 - viii. Other Match Schedule - 7 years but less than 8 years: _____%
 - ix. Other Match Schedule - 8 years but less than 9 years: _____%
 - x. Other Match Schedule - 9 years but less than 10 years: _____%
 - xi. Other Match Schedule - 10 years but less than 11 years: _____%
 - xii. Other Match Schedule - 11 years but less than 12 years: _____%
 - xiii. Other Match Schedule - 12 years but less than 13 years: _____%
 - xiv. Other Match Schedule - 13 years but less than 14 years: _____%
 - xv. Other Match Schedule - 14 years but less than 15 years: _____%
 - xvi. Other Match Schedule - 15 years but less than 16 years: _____%
 - xvii. Other Match Schedule - 16 years but less than 17 years: _____%
 - xviii. Other Match Schedule - 17 years but less than 18 years: _____%
 - xix. Other Match Schedule - 18 years but less than 19 years: _____%
 - xx. Other Match Schedule - 19 years but less than 20 years: _____%
 - xxi. Other Match Schedule - 20 years: 100%

NOTE: D.1 does not apply if the Plan does not provide for Matching Contributions (A.9 is "No").

NOTE: A cliff vesting schedule means no vesting is provided until the participant meets the number of Years of Vesting

Service provided in D.1b.

NOTE: D.1b and D1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10(B) the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Non-Elective

- a. 100%
- b. _____ year cliff
- c. Other:
 - i. Other Non-Elective Schedule - less than 1 year: _____%
 - ii. Other Non-Elective Schedule - 1 years but less than 2 years: _____%
 - iii. Other Non-Elective Schedule - 2 years but less than 3 years: _____%
 - iv. Other Non-Elective Schedule - 3 years but less than 4 years: _____%
 - v. Other Non-Elective Schedule - 4 years but less than 5 years: _____%
 - vi. Other Non-Elective Schedule - 5 years but less than 6 years: _____%
 - vii. Other Non-Elective Schedule - 6 years but less than 7 years: _____%
 - viii. Other Non-Elective Schedule - 7 years but less than 8 years: _____%
 - ix. Other Non-Elective Schedule - 8 years but less than 9 years: _____%
 - x. Other Non-Elective Schedule - 9 years but less than 10 years: _____%
 - xi. Other Non-Elective Schedule - 10 years but less than 11 years: _____%
 - xii. Other Non-Elective Schedule - 11 years but less than 12 years: _____%
 - xiii. Other Non-Elective Schedule - 12 years but less than 13 years: _____%
 - xiv. Other Non-Elective Schedule - 13 years but less than 14 years: _____%
 - xv. Other Non-Elective Schedule - 14 years but less than 15 years: _____%
 - xvi. Other Non-Elective Schedule - 15 years but less than 16 years: _____%
 - xvii. Other Non-Elective Schedule - 16 years but less than 17 years: _____%
 - xviii. Other Non-Elective Schedule - 17 years but less than 18 years: _____%
 - xix. Other Non-Elective Schedule - 18 years but less than 19 years: _____%
 - xx. Other Non-Elective Schedule - 19 years but less than 20 years: _____%
 - xxi. Other Non-Elective Schedule - 20 years: 100%

NOTE: D.2 does not apply if the Plan does not provide for Non-Elective Contributions (A.10 is "No").

NOTE: A cliff vesting schedule means no vesting is provided until the participant meets the number of Years of Vesting Service provided in D.2b.

NOTE: D.2b and D2c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10(B) the limit is increased to 20.

NOTE: D.2c may provide for a graded vesting schedule of up to 5 to 20 years.

3. Other Vesting Schedule

- The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.3 is in addition to the vesting schedules in D.1. through D.2

NOTE: The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

Vesting Service Rules

NOTE: If D.1a and D.2a are selected (or D.1 or D.2 do not apply) and D.3 is not selected, the remaining options in section D.4-8 are inapplicable.

4. Vesting Computation Period

- a. Calendar year

- b. Plan Year
- c. The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date
- d. Other: _____

NOTE: D.4d must be based on creditable years of service.

5. Other Employer Service

- Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

6. Vesting Exceptions (Section 6.02)

- a. Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.
- b. Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.
- c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

7. Vesting Exclusions

- a. Exclude Years of Vesting Service earned before age 18.
- b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

8. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
- i. as soon as administratively feasible
- ii. other timeframe: _____
- b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
- i. as soon as administratively feasible
- ii. other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Forfeitures and Re-employment

- a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
- i. only if the period of severance was less than or equal to the following period _____
- ii. only to the extent the vested account balance was not distributed
- iii. only to the extent the vested distributed account balance is restored to the Plan
- b. forfeited account balances shall not be restored

10. Use of Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

- a. Any permissible method described in Section 6.03(d)
- b. Other: _____

NOTE: If D.10a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.

NOTE: D.10b is limited to one or a combination of the options described in D.10a, may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.

11. Special Vesting Provisions

- Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): _____

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. Attainment of age (not to exceed 65): 65
- b. Later of attainment of age _____ or the _____ anniversary of Plan participation.
- c. Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. None. The Plan does not have an early retirement feature.
- b. Attainment of age _____
- c. Later of attainment of age _____ or _____ service.
- d. Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
- b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
- c. Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. Cash only
- b. Cash or in-kind
- c. Other: _____

5. Default Form of Payment (Other than Death)

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:

- i. Lump sum only
- ii. Other: _____

b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):

- i. Lump sum only
- ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
- iii. Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
- iv. Other: _____

NOTE: Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be

nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:
 - i. In accordance with Section 7.04(b)
 - ii. Other: _____
- b. A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Force-Out Provisions

- a. Maximum force-out amount for purposes of Section 7.03 (not to exceed \$5,000): \$5000
 - i. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
 - ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: \$0
- b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only

NOTE: If E.9a is less than \$1,000, E.9a.i may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires
- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

Retirement/Hardship/Age

1. Normal/Early Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: _____
- b. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts: _____

NOTE: If the Normal Retirement Age or Early Retirement Age is less than age 59-1/2 and in-service is selected, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

2. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- a. None
- b. All Accounts.
- c. Selected Accounts
- i. Mandatory Employee Contribution Account
- ii. Mandatory After-tax Employee Contribution Account
- iii. Matching Account
- iv. Non-Elective Contribution Account
- v. Grandfathered 401(k) Contribution Account
- vi. Voluntary Contribution Account
- vii. Rollover Contribution Account
- viii. Transfer Account
- ix. Other: _____
- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
- i. Safe Harbor criteria set forth in Section 8.01(b)
- ii. Non Safe Harbor criteria set forth in Section 8.01(c)
- e. More flexible Hardship criteria applies to permitted Account(s)
- i. Use criteria specified in Section 8.01(c)
- ii. Use criteria specified in Section 8.01(c) with the following additional criteria or modifications: _____
- f. Expand the Hardship criteria to include the Beneficiary of the Participant
- g. If a Participant may receive a Hardship withdrawal from his Grandfathered 401(k) Contribution Account, permit Hardship withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:
- i. Yes
- ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. No
- h. Other limitations on Hardship withdrawals: _____

NOTE: If F.2a is selected, F.2b through F.2h do not apply.

NOTE: F.2e only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in F.2cii-vi to the extent applicable and selected above). If F.2e is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.

NOTE: F.2f only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If F.2f is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

NOTE: F.2g only applies if A.8d or A.8e is selected, (Grandfathered Roth 401(k) Contributions are permitted).

NOTE: Any limitations in F.2h (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

3. Specified Age and Service

a. In-service withdrawals are allowed on attainment of age _____ and _____ service (Section 8.02):

- i. None
- ii. All Accounts
- iii. Selected Accounts

b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:

- i. Mandatory Employee Contribution Account
- ii. Mandatory After-tax Employee Contribution Account
- iii. Matching Account
- iv. Non-Elective Contribution Account
- v. Grandfathered 401(k) Contribution Account
- vi. Voluntary Contribution Account
- vii. Rollover Contribution Account
- viii. Transfer Account
- ix. Other: _____

c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Grandfathered 401(k) Contribution Account, permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

- i. Yes
- ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. No

NOTE: F.3b only applies if F.3a.iii is selected.

NOTE: If F.3a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

NOTE: F.3c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.3a.ii or F.3a.iii and F.3b.v is selected.

4. Specified Age

a. In-service withdrawals are allowed on attainment of age _____ (Section 8.02):

- i. None
- ii. All Accounts
- iii. Selected Accounts

b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:

- i. Mandatory Employee Contribution Account
- ii. Mandatory After-tax Employee Contribution Account
- iii. Matching Account
- iv. Non-Elective Contribution Account
- v. Grandfathered 401(k) Contribution Account
- vi. Voluntary Contribution Account
- vii. Rollover Contribution Account
- viii. Transfer Account
- ix. Other: _____

c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Grandfathered 401(k) Contribution Account, permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

- i. Yes
- ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a

"qualified distribution" within the meaning of Code section 402A(d)(2)

iii. No

NOTE: F.4b only applies if F.4a.iii is selected.

NOTE: If F.4a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

NOTE: F.4c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.4a.ii or F.4a.iii and F.4b.v is selected.

Other Withdrawals

5. Withdrawals After Period of Participation

- a. Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account after _____ years of Participation
- b. Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after _____ years of Participation

NOTE: F.5a-b may not be less than five.

6. Withdrawals After Period of Accumulation

- a. Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for _____ years.
- b. Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for _____ years.

NOTE: F.6a-b may not be less than two.

7. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

8. Military Distributions

- Qualified Reservist Distributions are permitted (Section 8.03(c))
- Deemed Severance Distributions are permitted (Section 8.03(d))

NOTE: F.8 only applies to Grandfathered 401(k) Contributions.

9. Disability

- Allow distributions upon Disability.

NOTE: If distributions upon Disability is selected, the Grandfathered 401(k) Contribution Accounts may not be distributed unless a severe disability equivalent to A.14a. has occurred. A severe disability equivalent to A.14a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

10. Other (Section 8.03(e))

- Other in-service distributions are permitted as follows: _____

NOTE: The other in-service distributions described must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

11. Vesting Status for In-service Withdrawals

- In-service withdrawals otherwise permitted under Section F are allowed only if the distributing Account is fully vested.

12. Other Conditions/Limitations

- The following limitations, conditions or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.10).

Grandfathered Roth 401(k) Rollovers and Transfers**13. In-Plan Roth Rollovers**

- a. If the Plan allows for Grandfathered Roth 401(k) Contributions, In-Plan Roth Rollovers are permitted (Section 4.04(b)):
- i. No
 - ii. Yes - no limitations
 - iii. Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
 - iv. Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan and upon the attainment of age: _____
 - v. Yes - limitations or conditions apply: _____
- b. In-Plan Roth Rollovers are permitted from partially vested accounts
- c. Indicate method of preserving Code section 411(d)(6) protected benefits:
- i. Distributions from the In-Plan Roth Rollover Account are permitted at any time
 - ii. Preserve existing distributions/in-service withdrawals rights for each Account
 - iii. Other: _____

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations or conditions apply" and describe the circumstances under which Participants can take an In-Plan Roth Rollover.

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also eligible rollover distributions (as defined in Code section 402(c)(4)).

NOTE: Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of F.13a.iii, an age entered under F.13a.iv, or other limitation under F.13a.v.

14. In-Plan Roth Transfers

If the Plan allows for Roth contributions, In-Plan Roth Transfers are permitted (Section 4.04(c)):

- a. No
- b. Yes
- c. Yes - limitations or conditions apply: _____

NOTE: Assets included in an In-Plan Roth Transfer will retain the restrictions on distribution the assets had before such transfer.

NOTE: Any limitations or conditions in F.14c must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

SECTION G. PLAN OPERATIONS**1. Permitted Investments**

- a. Plan may invest in life insurance (Section 9.06)
- b. Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
- i. All Accounts
 - ii. Some Accounts
 - iii. None
- b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:
- i. Mandatory Employee Contribution Account
 - ii. Mandatory After-tax Employee Contribution Account

- iii. Matching Account
- iv. Non-Elective Contribution Account
- v. Grandfathered 401(k) Contribution Account
- vi. Voluntary Contribution Account
- vii. Rollover Contribution Account
- viii. Transfer Account
- ix. Other: _____
- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to investments (Section 9.05)

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
- b. Last day of each Plan quarter
- c. Last day of each month
- d. Each business day
- e. Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 10.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):
 - i. Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. The Trustee is also the Investment Fiduciary (Section 10.02):
 - i. Yes
 - ii. No. The Investment Fiduciary is: _____
- d. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. Standard according to Section 10.06
 - iii. Provided pursuant to an outside agreement
- e. The following modifications shall be made to the duties of the applicable parties: _____

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #001, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal

Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 1245 E. Washington Ave., Ste. 101 Madison, WI 53703; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2023.

CITY OF VALLEY NEBRASKA:

Signature: _____

Print Name: Christie Donnermeyer

Title/Position: _____

HARDSHIP DISTRIBUTION ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the hardship distribution final regulations and is to be construed in accordance with same. Both the Addendum and the provisions of the hardship distribution final regulations will supersede any inconsistent Plan provisions.

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Safe Harbor Contributions/QNECs/QMACs

Effective on the first day of the first plan year after 12/31/2018, if available under the Plan, Qualified Non-Elective Contributions (QNECs), Qualified Matching Contributions (QMACs) or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), will be available for hardship distributions.

- Effective _____, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan.
- Hardship distributions continue to be prohibited from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12).

2. Amount Necessary to Satisfy Need Requirement

Effective on the first day of the first plan year after 12/31/2018, a hardship distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

- *The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);*
- *The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and*
- *Effective for distributions made on or after 01/01/2020, the Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.*

- Effective _____, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed above are met.
- The following provisions will be used for complying with the amount necessary to satisfy need requirement: _

3. Loan Requirement

If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after 12/31/2018, Participants are not required to take all nontaxable loans under all plans maintained by the Employer prior to applying for a hardship distribution.

- Effective _____, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.
- Participants must continue to take all nontaxable loans under all plans maintained by the Employer before applying for a hardship distribution.

4. Safe Harbor Financial Needs

If the Safe Harbor criteria are used for hardship distributions, the following immediate and heavy financial needs are considered as safe harbor criteria for hardship distributions made on or after 01/01/2018:

- *Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).*
- *Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.*

Effective _____, the immediate and heavy financial needs listed above are considered as safe harbor criteria for hardship distributions.

The immediate and heavy financial needs listed above are not considered as safe harbor criteria for hardship distributions.

SECURE/CARES/CAA ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Qualified Birth or Adoption Distributions (see Section A. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

- Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.
- The following limitations and conditions apply: _____.

2. Treatment of 2020 RMDs (see Section B. below)

*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than 01/01/2020):

- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.
- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

3. 2020 RMDs as Direct Rollovers (see Section B. below)

A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

- 2020 RMDs.
- 2020 RMDs and Extended 2020 RMDs.
- 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

4. Portability of Lifetime Income Options (see Section F. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

- The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after 12/31/2019).
- The following limitations and conditions apply: _____.

STANDARD PROVISIONS:**A. Qualified Birth or Adoption Distributions**

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

B. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

C. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

D. Qualified Automatic Contribution Arrangement (QACA)

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

E. Safe Harbor Notice

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

F. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

G. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans

maintained by the Employer.

- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.
- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

H. Difficulty of Care Payments Included in Statutory Compensation

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

I. Long-Term, Part-Time Employees

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.

LOAN PROCEDURES

CITY OF VALLEY NEBRASKA RETIREMENT PLAN

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan If you are an active Participant in the City of Valley Nebraska Retirement Plan, you may apply for a loan from the Plan. You must complete a Loan Application Form and submit the completed form and supporting materials to the Plan Administrator. Loan application forms may be obtained from the Plan Administrator. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

Administration of the Plan Loan Program The Plan loan program is administered by the Plan Administrator.

Promissory Note If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan When added to the outstanding balance of all other loans from all plans of the Employer, a loan may not exceed the lesser of:

- (A) \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made, or
- (B) 50% of the vested account balance under the Plan.

Repayment Loans must be paid in equal payments over a period not extending beyond five years from the date of the loan.

If you go on a leave of absence you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may repay the loan in full. Loan repayments shall be made each pay period. Partial early loan payoffs are not permitted. You may not refinance your loan. The loan will become payable in full on your termination of employment.

Maximum Number of Loans The maximum number of loans outstanding at any one time is 1.

Minimum Loan Amount The minimum loan amount is 1000.

Interest Rate According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be Prime Rate per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

Payroll Deduction Payments will be made through payroll deduction every pay period.

Fees The Plan charges an initial loan processing fee of an amount determined by the plan procedures. Please refer to the 404(a)(5)

fee disclosure for more information.. The Plan charges an ongoing loan maintenance fee of an amount determined by the plan procedures. Please refer to the 404(a)(5) fee disclosure for more information.. Any fee may be deducted from the proceeds of the loan and/or charged to your account.

Default Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

Coordination with Qualified Domestic Relations Orders ("QDROs") No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

Special Rules for Military Leave If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

Financial Advisor Contact Information: Terry Galloway; PO Box 108, Elwood, NE 68937
Phone number: 308-785-8034 Email: tgalloway@gallowayfinancialadvisors.com

As Plan Administrator, I hereby approve these loan procedures.

Dated: _____ / _____ / 2023

Plan Administrator's Signature

Christie Donnermeyer

Print Name & Title

CITY OF VALLEY NEBRASKA RETIREMENT PLAN

TRUST AGREEMENT

2023

CCH Incorporated, DBA ftwilliam.com
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TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 01/01/2024, between City of Valley Nebraska (the "Employer"), and City Clerk (the "Trustee").

WHEREAS, the Employer sponsors the City of Valley Nebraska Retirement Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

**ARTICLE I
TRUST FUND**

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04 Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05 Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01 In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02 Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03 Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the

Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04 Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05 Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06 Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07 Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States.

Section 2.08 Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09 Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons.

ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01 Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02 Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b)

and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03 Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon

such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.04 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to

do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

Section 6.03 Investment Managers.

(1) **Appointment of Investment Managers.** The Investment Fiduciary may appoint one or more investment managers ("Investment Managers") with respect to some or all of the assets of the Trust Fund. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) **Separation of Duties.** The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager.

Section 6.04 Proxies.

(1) **Delivery of Information.** The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) **Voting.** The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) **Investment Manager.** To the extent not delegated to Participants pursuant to subsection (2), the

Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

ARTICLE VII
COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan.

ARTICLE VIII
RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Trust to be executed this _____ day of _____, 2023.

CITY OF VALLEY NEBRASKA:

Signature: _____

Print Name: Christie Donnermeyer

Title/Position: _____

TRUSTEE:

City Clerk

Building and Zoning 2023 Recap

Ordinance Violations

2022: 22
2023: 136

- Grass: 28
- Campers: 15
- Dogs: 15
- Junk Cars: 15
- Work with no permits: 15

262 New Permits

- Commercial (New and Remodel) - **28**
- New Residential - **46**
- Residential Additions - **28**
- Residential Remodel - **7**
- Electrical, Plumbing, HVAC, Pool, Fence, Roof - **522**

Fee's (Rounded)

Water/Sewer Connection/ Tap Fees (SmartGOV):

\$120,000.00
(Excludes deposits/ meter fees)

Contractor Fees (Accufund):

\$13,300.00

Permit Fees (Accufund):

\$483,700.00 (Excludes deposits)

Inspections (SmartGov Only)

Rune - 727 Inspections

- Footing - 107
- Plumbing Groundwork - 72
- Framing - 73
- HVAC Rough-in - 59
- Plumbing Rough-in - 67
- Utilities - 67
- Pool and Spa - 20
- Insulation - 17
- Final - 166
- Misc Inspections - 79

Mark Ekberg - 57 Inspections

Sam Scarpello - 334 Electrical Inspections

Contractor Licenses

Contractors - **286**

Food Vendor - **22**

Fire Work Permits - **2**

Projected Growth

Current: **3439**
End of 2024: **3531**
End of 2030: **4400**

RESOLUTION NO. 2024 – 04

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

The certificate filed with the Clerk by the special engineer of the project, showing the amount of material furnished and work performed in the City under contract heretofore for **Onyx Blasting & Coating, LLC** for work completed and the statements of the engineer and others set out below are hereby approved and the Council finds that the materials therein set out have been furnished and have been received by the City and work has been performed and claim therefor is hereby submitted as follows:

1. ORIGINAL CONTRACT PRICE	<u>\$667,440.00</u>
2. Net Change by Change Orders	<u>\$24,089.00</u>
3. CURRENT CONTACT PRICE	<u>\$691,529.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$657,620.08
5. LESS RETAINAGE 10%	-\$65,762.01
6. TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	<u>\$591,858.07</u>
7. LESS PREVIOUS APPLICATION FOR PAYMENTS	<u>\$542,395.80</u>
8. AMOUNT DUE THIS APPLICATION	<u>\$49,462.27</u>

NOW, THEREFORE, BE IT RESOLVED THAT the Valley City Council consents to and authorizes payment to:

ONYX BLASTING & COATING, LLC. \$49,462.27

PASSED AND APPROVED this 9th day of January 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

APPLICATION FOR PAYMENT

PROJECT: Water System Improvements

TO: (OWNER) City of Valley
 203 N Spruce Street
 Valley, Ne. 68064
 ATTN: Jim Olmstead

ENGINEER: OLMSTEAD & PERRY CONSULTING ENGINEERS INC
 ENGINEER'S PROJECT NO. 22-68
 CONTRACTOR: Onyx Blasting & Coating, LLC
 CONTRACT FOR: \$667,440.00
 APPLICATION DATE: January 04, 2024 APPLICATION NO.: 4
 FOR WORK ACCOMPLISHED THROUGH THE DATE OF: January 4, 2024

CHANGE ORDER SUMMARY:

Continuation sheets are attached.
 Change orders approved in previous month by Owner.

Application is made for payment, as shown below in connection with the Contract.

The present status of the account is as follows:

ORIGINAL CONTRACT PRICE.....	\$667,440.00
Net Change by Change Orders & Written Amendments	\$24,089.00
CURRENT CONTRACT PRICE.....	\$691,529.00
TOTAL COMPLETED & STORED TO DATE.....	\$657,620.08
LESS RETAINAGE : 10%	-\$65,762.01
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$591,858.07
LESS PREVIOUS APPLICATION FOR PAYMENT.....	\$542,395.80
AMOUNT DUE THIS APPLICATION.....	\$49,462.27

CO #	DATE	ADDITIONS	DEDUCTIONS
1	11/10/23	\$24,089.00	
2			
3			
4			
5			
TOTAL		\$24,089.00	\$0.00
NET CHANGE		\$24,089.00	

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered __, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

CONTRACTOR: ONYX BLASTING & COATING, LLC

By: Geiselle R. Surette Date: 01/04/2024

ENGINEER: Perry Consulting Engineers

By:  1-4-24

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	SRF

OWNER: City of Valley

BY: _____

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER:

4

APPLICATION DATE:

04-Jan-24

FOR WORK ACCOMPLISHED THROUGH :

04-Jan-24

ENGINEER'S PROJECT #:

22-68

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
		1	L.S.	\$118,448.00	1	\$118,448.00		\$118,448.00
1	Mobilization	1	L.S.	\$80,000.00	1	\$80,000.00		\$80,000.00
2	Containment	1	L.S.	\$150,000.00	1	\$150,000.00		\$150,000.00
3	Tank Interior Blast & Prime	1	L.S.	\$150,000.00	1	\$150,000.00		\$150,000.00
4	Tank Exterior blast & prime	1	L.S.	\$69,476.00	1	\$69,476.00		\$69,476.00
5	Interior Finish	1	L.S.	\$69,476.00	0.75	\$52,107.00		\$52,107.00
6	Exterior Finish	1	L.S.	\$15,000.00	0.2	\$3,000.00		\$3,000.00
7	Logos	1	L.S.	\$15,000.00	0.5	\$7,500.00		\$7,500.00
8	Site clean-up/Demobilization	1	L.S.	\$24,089.08	1	\$24,089.08		\$24,089.08
9	Change Order 1	1	L.S.	\$3,000.00	1	\$3,000.00		\$3,000.00
10	Change Order 2					\$0.00		\$0.00
12						\$657,620.08	\$	\$657,620.08
TOTAL								

RESOLUTION NO. 2024-05

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

WHEREAS, on or about March 17, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree certain funds for Stillwater Lake be secured by a loan obtained by the subdivider for distribution in accordance with the terms of this Agreement.

WHEREAS, the Agreement provides United Republic Bank shall disburse the funds, or such portion thereof authorized by Resolution and shall be disbursed as follows:

WHEREAS, the total sum of Sixty-nine Thousand Twenty-five and 25/100 dollars (\$69,025.27) is **due to Vrba Construction, Inc.**, pursuant to Contractor's Application for Payment No. 3 as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the total sum of Five Thousand Eight Hundred Fifty-nine and 29/100 dollars (\$5,859.29) is **due to the City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the total sum of Four Thousand Two Hundred Forty-one and 35/100 dollars (\$4,241.35) is **due to the City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC engineers for the City of Valley; and

WHEREAS, the City Engineer and the City Clerk have submitted a request to the City Council to authorize distribution of the above-described amounts; said requests are supported by invoices and backup documentation attached hereto.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Valley, Nebraska:

1. United Republic Bank is hereby authorized and directed to disburse to **Vrba Construction, Inc.** the sum of Sixty-nine Thousand Twenty-five and 27/100 dollars, (\$69,025.27) as payment due pursuant to Contractor's Application for Payment No. 3 dated December 27, 2023, for **Stillwater Lake, L.L. C. Phase 1** – Water Main, Sanitary Sewer, and Storm Sewer improvements.
2. United Republic Bank is hereby authorized and direct to disburse to **City of Valley** the sum of Five Thousand Eight Hundred Fifty-nine and 29/100 dollars (\$5,859.29) as payment due for Stillwater Lake, L.L.C. **Phase 1**/engineer fees.

3. United Republic Bank is hereby authorized and direct to disburse to **City of Valley** the sum of Four Thousand Two Hundred Forty-one and 35/100 dollars (\$4,241.35) as payment due for Stillwater Lake, L.L.C. **Phase 1**/engineer fees.

PASSED AND APPROVED THIS 9TH OF JANUARY 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer, City Clerk

Contractor's Application for Payment

Owner: <u>City of Valley</u>	Owner's Project No.: <u>1</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>22-77</u>
Contractor: <u>Vrba Construction Inc.</u>	Contractor's Project No.: <u>1</u>
Project: <u>Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Improvements</u>	
Contract: <u>Stillwater Phase 1 - Water Main, Sanitary Sewer, and Storm Sewer Imp Valley, NE</u>	
Application No.: <u>3</u>	Application Date: <u>12/27/2023</u>
Application Period: From <u>12/2/2023</u> to <u>12/15/2023</u>	

1. Original Contract Price	\$	<u>585,186.50</u>
2. Net change by Change Orders	\$	<u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$	<u>585,186.50</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	<u>387,805.15</u>
5. Retainage		
a. <u>10%</u> X <u>\$ 327,295.20</u> Work Completed	\$	<u>32,729.52</u>
b. <u>10%</u> X <u>\$ 60,509.95</u> Stored Materials	\$	<u>6,051.00</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$	<u>38,780.52</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$	<u>349,024.63</u>
7. Less previous payments (Line 6 from prior application)	\$	<u>279,999.36</u>
8. Amount due this application	\$	<u>69,025.27</u>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	<u>197,381.35</u>

Contractor's Certification

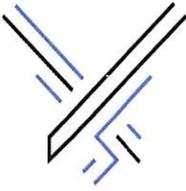
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Vrba Construction Inc.

Signature: _____ **Date:** 12/27/2023

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>12/29/2023</u>	Date: <u>1/9/2024</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

INVOICE

INVOICE DATE: 12/29/2023
INVOICE NO: 2078
BILLING THROUGH: 12/23/2023

Christie Donnermeyer
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

22-77 - Valley NE Stillwater Phase 1 Sanitary Sewer, Storm Sewer and Water Main Improvements - PO #:100-10-11-5720-0900

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
22-77 - Construction Engineering - Contract Administration	\$4,760.00	80.00	\$3,808.00	\$2,618.00	\$1,190.00
22-77 - Construction Engineering - Project Representative	\$17,580.00	70.00	\$12,306.00	\$7,911.00	\$4,395.00
TOTAL	\$22,340.00		\$16,114.00	\$10,529.00	\$5,585.00

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Meals:	Meals	\$58.77
Mileage:	IRS Mileage	\$215.52
TOTAL EXPENSES		\$274.29
SUBTOTAL		\$5,859.29
AMOUNT DUE THIS INVOICE		\$5,859.29

This invoice is due on 1/28/2024



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

#12100

INVOICE

INVOICE DATE: 11/8/2023
INVOICE NO: 2021
BILLING THROUGH: 11/3/2023

Cheryl Eckerman
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

**22-77 - Valley NE Stillwater Sanitary Sewer, Storm Sewer and Water
Main Improvements - PO #:100-10-11-5720-0900**

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
22-77 - Construction Engineering - Contract Administration	\$4,760.00	30.00	\$1,428.00	\$0.00	\$1,428.00
22-77 - Construction Engineering - Project Representative	\$17,580.00	15.00	\$2,637.00	\$0.00	\$2,637.00
TOTAL	\$22,340.00		\$4,065.00	\$0.00	\$4,065.00

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Meals:	Meals	\$19.80
Mileage:	IRS Mileage	\$156.55
TOTAL EXPENSES		\$176.35
SUBTOTAL		\$4,241.35
AMOUNT DUE THIS INVOICE		\$4,241.35

This invoice is due on 12/8/2023

100-10-11-5720-0900

RESOLUTION NO. 2024 – 06

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA:

WHEREAS, on or about August 7, 2023, **Stillwater Lake, L.L.C.**, a Nebraska limited liability company and the **City of Valley, Nebraska** entered into an Irrevocable Letter of Credit Agreement wherein Stillwater Lake, L.L.C. and the City of Valley agree certain funds for Stillwater Lake L.L.C. – Phase 2 be secured by a loan obtained by the subdivider for distribution in accordance with the terms of this Agreement.

WHEREAS, the Agreement provides United Republic Bank shall disburse the funds, or such portion thereof authorized by Resolution and shall be disbursed as follows:

WHEREAS, the sum of One Hundred One Thousand One Hundred Fourteen and 90/100 dollars (\$101,114.90) is due to **Thompson Construction, Inc.** pursuant to Contractor's Application for Payment No. 3, as submitted by Eagle Engineering Group, Engineers for the City of Valley; and

WHEREAS, the sum of Eleven Thousand Nine and 32/100 dollars (\$11,009.32) is due to the **City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC, engineers for the City of Valley; and

WHEREAS, the sum of One Thousand Two Hundred Twenty-seven and 14/100 dollars (\$1,227.14) is due to the **City of Valley**, as submitted by the attached invoice from Eagle Engineering Group, LLC, engineers for the City of Valley; and

WHEREAS, the City Engineer and the City Clerk have submitted a request to the City Council to authorize distribution of the above-described amounts; said requests are supported by invoices and backup documentation attached hereto.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Valley, Nebraska:

1. United Republic Bank is hereby authorized and directed to disburse to **Thompson Construction, Inc.** the sum of One Hundred One Thousand One Hundred Fourteen and 90/100 dollars, (\$101,114.90) as payment due pursuant to Contractor's Application for Payment No. 3 dated December 27, 2023, for **Stillwater Lake, Phase 2** – Water Main, Sanitary Sewer, and Street Paving improvements.
2. United Republic Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of Eleven Thousand Nine and 32/100 dollars (\$11,009.32) as payment due for Stillwater, L.L.C. Lake **Phase 2**/engineer fees.

3. United Republic Bank is hereby authorized and directed to disburse to the **City of Valley** the sum of One Thousand Twon Hundred Twenty-seven 14/100 dollars (\$1,227.14) as payment due for Stillwater, L.L.C. Lake **Phase 2**/engineer fees.

PASSED AND APPROVED THIS 9th DAY OF JANUARY 2024.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

John Batcher, Council President

Linda Lewis, Council Member

Bryon Ueckert, Council Member

Chris TenEyck, Council Member

ATTEST:

Christie Donnermeyer City Clerk

Contractor's Application for Payment

Owner: <u>City of Valley</u>	Owner's Project No.: <u>n/a</u>
Engineer: <u>EAGLE ENGINEERING GROUP</u>	Engineer's Project No.: <u>23-38</u>
Contractor: <u>Thompson Construction Inc.</u>	Contractor's Project No.: <u>n/a</u>
Project: <u>Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements</u>	
Contract: <u>Stillwater Phase 2 - Water Main, Sanitary Sewer, Storm Sewer, Improvements, Valley</u>	
Application No.: <u>3</u>	Application Date: <u>12/27/2023</u>
Application Period: From <u>12/2/2023</u> to <u>12/22/2023</u>	

1. Original Contract Price	\$ <u>378,881.00</u>
2. Net change by Change Orders	\$ <u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>378,881.00</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>355,957.47</u>
5. Retainage	
a. <u>5%</u> X \$ <u>354,350.50</u> Work Completed	\$ <u>17,717.53</u>
b. <u>5%</u> X \$ <u>1,606.97</u> Stored Materials	\$ <u>80.35</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>17,797.88</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>338,159.59</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>237,044.69</u>
8. Amount due this application	\$ <u>101,114.90</u>
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ <u>22,923.53</u>

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Thompson Construction Inc.

Signature: _____ **Date:** 12/27/2023

Recommended by Engineer

By: _____
Title: Project Manager
Date: 12/29/2023

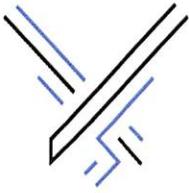
Approved by Owner

By: _____
Title: Mayor
Date: 1/9/2024

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

INVOICE

INVOICE DATE: 12/29/2023
INVOICE NO: 2079
BILLING THROUGH: 12/23/2023

Christie Donnermeyer
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

23-38 - Valley NE Stillwater Phase 2 Sanitary Sewer, Storm Sewer and Water Main Improvements

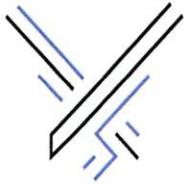
Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
23-38 - Construction Engineering - Contract Administration	\$6,080.00	100.00	\$6,080.00	\$3,952.00	\$2,128.00
23-38 - Construction Engineering - Project Representative	\$21,635.00	95.00	\$20,553.25	\$11,899.25	\$8,654.00
TOTAL	\$27,715.00		\$26,633.25	\$15,851.25	\$10,782.00

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$227.32
TOTAL EXPENSES		\$227.32
SUBTOTAL		\$11,009.32
AMOUNT DUE THIS INVOICE		\$11,009.32

This invoice is due on 1/28/2024



Eagle Engineering Group LLC

12100 West Center Road Suite 803
Omaha, NE 68144
Tel: 402-399-0227

Cheryl Eckerman
City of Valley, Nebraska
203 North Spruce
Valley, NE 68064

INVOICE

INVOICE DATE: 11/8/2023
INVOICE NO: 2022
BILLING THROUGH: 11/3/2023

23-38 - Valley NE Stillwater Phase 2 Sanitary Sewer, Storm Sewer and Water Main Improvements

Managed By: Gregory E Perry

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
23-38 - Construction Engineering - Contract Administration	\$6,080.00	20.00	\$1,216.00	\$0.00	\$1,216.00
TOTAL	\$6,080.00		\$1,216.00	\$0.00	\$1,216.00

EXPENSES

EXPENSE	DESCRIPTION	AMOUNT
Mileage:	IRS Mileage	\$11.14
TOTAL EXPENSES		\$11.14
SUBTOTAL		\$1,227.14
AMOUNT DUE THIS INVOICE		\$1,227.14

This invoice is due on 12/8/2023

