Shakopee City Council City Council Regular Meeting

Tuesday, February 18, 2025
7:00 PM
City Hall, 485 Gorman Street

Vision: Shakopee is a distinctive river town with a variety of business, cultural, and recreational opportunities in a safe, welcoming, and attractive environment. Our vision is for Shakopee to continue being the place people want to live, work, and play!

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
   - 4.a 2025 Officer of the Year
   - 4.b Minnesota HSEM presentation of Emergency Management Director Certificate to Captain Tim Nordstrom.
5. Approval of Agenda
6. Consent Agenda

   These items are considered routine and will be enacted by one motion. There will be no separate discussion of these unless a council member or staff requests, in which event the item will be removed from the consent agenda for separate discussion & action.

   - 6.a Declare Surplus Equipment and Property in Public Works
   - 6.b Purchase four 2025 Class 3 trucks, Street, Park and Facilities; Purchase three 2025 Class 2 trucks Engineering.
   - 6.c Monthly Financial Report - January 2025

6.d Approve plans and authorize bidding for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project

6.e Cannabis Business Licensing Act

6.f Ice Resurfacer Vehicle Replacement

6.g Approve the 2025 Tree Purchase Orders for Annual Resident Tree Sale and Tree Replacement Program

6.h Amendment of Planned Unit Development (PUD) District #10 (Bluff View) & Amendment of Preliminary Plat of Bluff View Addition

6.i Cooperative Agreement with Scott County for Trail Preventative Maintenance

6.j Cellular Dialer and Fire Panel Upgrades at Various City Facilities

6.k AARP Community Challenge Grant Program Application

6.l Design, Bidding and Contract administration Agreement with Confluence for Valleycrest Neighborhood Park and Additional Work for Bidding and Contract Administration for the Marystown Dog Park.

6.m Minnesota DNR's Conservation Partners Legacy Grant Program Application

6.n Minnesota Pollution Control Agency's Implementation Grant for Community Resilience Program Application

6.o Minnesota Pollution Control Agency's Planning Grant for Community Resilience Program Award

6.p Engagement of Kutak Rock for Economic Development and Bonding Counsel

6.q Approve the City Council Meeting Minutes

6.r Consumption and Display Permit Renewals for 2025

6.s Accept Deed and Approve Right-of-way Maintenance Agreement for 1030 Cubasue Avenue

6.t Appointment of Individuals to Boards and Commissions

6.u Approve Purchase Agreement with Traffic Control Corporation for a signal cabinet at Vierling Drive and Heather Street

6.v Contract with SEH for Condo Survey for River City Centre

6.w Amending Nationwide 457 Plan to Include Part-Time Firefighters

6.x Minnesota DNR Conservation Partners Legacy Expedited Projects Grant Award

7. Public Comment
   Individuals may address the City Council about any item not on the regular agenda. Speakers are requested to come to the center table, state their name and address for the clerk's record, and limit their remarks to three minutes. The City Council will not take official action on items discussed at this time, but may refer the matter to staff for a follow up report or direct that matter be scheduled on an upcoming agenda.

8. Business removed from consent agenda

9. General Business

   9.a Monthly Financial Report - December 2024

   9.b Parks and Recreation 2024 Annual Report

10. Reports
    Liaison and Administration

    10.a City Bill List

11. Other Business

12. Adjourn to March 4, 2025 at 7:00 p.m.

Agenda Item: 2025 Officer of the Year
Prepared by: Jeff Tate, Police Chief
Reviewed by:

Action to be considered:
Council is asked to hear a presentation of the "2025 Officer of the Year"

Motion Type:
Informational only

Background:
None

Recommendation:
None

Budget Impact:
None

Attachments:

Agenda Item: Minnesota HSEM presentation of Emergency Management Director Certificate to Captain Tim Nordstrom.
Prepared by: Mike Nelson, Fire Chief
Reviewed by:

Action to be considered:
None.

Motion Type:
Informational only

Background:

The Minnesota Division of Homeland Security and Emergency Management (HSEM) provides two certificate programs for emergency management, including the Basic Emergency Management Certificate and the Emergency Management Director Certificate. The director-level certificate requires students to complete over 100 classroom and online independent study hours. Only 147 students have completed the director-level certificate program since its inception.

Shakopee Fire Department Captain Tim Nordstrom recently completed all the necessary coursework for the Emergency Management Director Certificate and will be presented with the certificate by HSEM staff. Captain Nordstrom is one of six Shakopee Fire Department members with an Emergency Management certificate and the only one who has obtained the director-level certificate.

Recommendation:
None.

Budget Impact:
None.

Attachments:

Shakopee City Council
February 18, 2025

6.a

Agenda Item: Declare Surplus Equipment and Property in Public Works
Prepared by: Bill Egan, Public Works Director
Reviewed by:

Action to be considered:
Declare certain equipment and property as surplus (see attached list).

Motion Type:
Approve

Background:
Certain property and equipment within the Public Works Department have been replaced and/or are no longer being used. The attached inventory list includes property, vehicles, and equipment which has been evaluated by the Public Works Equipment Committee and has been determined that the useful lives for city purposes have been expended. The property and equipment are considered surplus and are recommended to be sold at auction.

Recommendation:
Approve the requested action.

Budget Impact:
Revenues from the sales will be deposited into the General Fund, and Equipment Internal Services Fund, respectively.

Attachments:
Surplus List January 2025 #2.pdf

Surplus List

SK1073

2000 Ford F550 Dump Truck 69,724 miles

Aluminum Dump Box

SK1139

2011 Graco Line Driver Ride On Striping System, Serial# BA2251, Hrs Unknown

SK Unknown

2012 Coats Tire Machine, Model 70XA, Serial#1205107113

SK1048

2012 Toro Model 5910, Serial#31599-312000335, 4906Hrs

SK Unknown

1980 Brunner Air Compressor, Model63764B, Hrs Unknown

Agenda Item: Purchase four 2025 Class 3 trucks, Street, Park and Facilities; Purchase three 2025 Class 2 trucks Engineering.
Prepared by: Bill Egan, Public Works Director
Reviewed by:

Action to be considered:
Approve the purchases of four Ford F-350 Trucks from Midway Ford, and equipment, installation from Aspen Equipment Inc., in the amount total amount of $252,493.00; Purchase three 2025 Ford F150 from Midway Ford, in the total amount of $132,822.48.

Motion Type:
Approve

Background:

The following equipment to be replaced and purchased are included in the 2025 Capital Improvement Plan (CIP); and purchased under State of Minnesota Contracts from Midway Ford, and Aspen Equipment.

Public Works - Park: 2 Ford F-350 (Class 3) Trucks
The replacement of two 2015 GMC trucks, Nos. SK1059 (47,220 miles), and SK1060 (34,600 miles) is summarized in the attached CIP sheet Equip-25-469. The trucks are being purchased under Contract Nos. 258169/259180 and 230110. The quotations from Midway Ford and Aspen Equipment Inc. are attached and is consistent with state contract pricing. The cost of the vehicles is $92,946.00, plus an additional $25,182.00 for equipment and install, with an overall total of $118,128.00.

Facilities - Ford F-350 (Class 3) Truck
The replacement of the 2015 Ford pickup No. SK1134 (39,000 miles) is summarized in the attached CIP sheet Equip-25-182. The vehicle and equipment is being purchased under Contract Nos. 258169/259180 and 230110. The quotations from Midway Ford and Aspen Equipment Inc. are attached and is consistent with state contract pricing. The cost of the vehicle is $46,473.00, plus an additional $21,371.00 for equipment and install, with an overall total of $67,844.00.

Public Works - Street Ford F-350 (Class 3) Truck
The replacement of 2015 Ford pickup No. SK1156 (43,867 miles) is summarized in the attached CIP sheet Equip-25-426. The vehicle and equipment is being purchased under Contract Nos. 258169/259180 and 230110. The quotations from Midway Ford and Aspen Equipment Inc. are attached and is consistent with state contract pricing. The cost of the vehicle is $46,473.00, plus an

additional $20,048.00 for equipment and install, with an overall total of $66,521.00.

Engineering- Three Ford F150 (Class 1) Truck's
The replacement of three 2015 Ford F-150's Nos. SK1127 (35,287miles), SK1128 (47,161 miles), and SK1135 (24,000) miles is summarized in the attached CIP sheet Equip-25-412. The Trucks are being purchased under Contract Nos. 258169/259180. A quotation form from Midway Ford are attached and is consistent with state contract pricing. Total purchase amount is $132,822.48.

Once replaced, the vehicles will be further evaluated and rotated to replace other current holdover vehicles that are used for city purposes. The holdover vehicles that are to be replaced will then be declared surplus at a later date.

Recommendation:
Authorize the purchases.

Budget Impact:

Table 1 below provides a summary of the costs and funding for the equipment purchases, comparing the actual amounts to the CIP budgeted amounts. All equipment is funded by the Equipment Internal Service Fund as indicated on the CIP summary sheets.

Equipment	CIP Budget	Actual Amount
Equip-25-469 Class 3, Trucks	$142,000.00	$118,128.00
Equip-25-182 Class 3, Truck	$ 71,000.00	$ 67,844.00
Equip-25-426 Class 3, Truck	$ 71,000.00	$ 66,521.00
Equip-25-412 Class 1, Trucks	$135,500.00	$132,822.48
Total:	$419,500.00	$385,315.48

Attachments:
CIP Equip-25-469 Park Class 3 Truck.pdf
Aspen Quote #1.pdf
CIP Equip-25-182 Class 3 Truck.pdf
Aspen Equipment quote - fac..pdf
CIP Equip 25-426 Street Class 3 Truck.pdf
Aspen Quote #2.pdf
CIP Equip-25-412 Engineering Class 1 Truck.pdf
Copy of F350 4x4 Reg Cab 8' Box XL 1-24-25
Copy of F150 4x4 Super Cab 6.5ft box 2-5-25

2025 thru 2029

Project Details

Shakopee, MN



Project #	Equip-25-469
Project Name	Public Works Park: 1-Ton (class 3) Pickup Truck

Total Project Cost	$142,000	Contact	Public Works Director
Department	Equipment Internal Serv. Fund	Type	Equipment
Category	Public Works- Park	Priority	2 - Smart to do
Status	Active	Useful Life	10 years
Accounting Code	7800.1740 100046	Fund	Capital Equipment Internal Service Fund
2025 Replace Vehicle #	SK1059 SK1060		

Description

Replace two 2015 1-Ton (class 3) pickup trucks 4x4 with plow and tailgate lift SK1059 and SK1060

Justification

Replacement schedule: 10 years

Expenditures		2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings		142,000	0	0	0	0	**142,000**
	Total	**142,000**	**0**	**0**	**0**	**0**	**142,000**

Funding Sources		2025	2026	2027	2028	2029	Total
Equipment Internal Service Fund		142,000	0	0	0	0	**142,000**
	Total	**142,000**	**0**	**0**	**0**	**0**	**142,000**

A division of MGX Equipment Services, LLC

CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: **City of Shakopee** **Configuration #:** Proposal Date: 1/30/2025
Contact: **John Tietz** EQT004838_v2
Phone: 952-233-9557
Fax: E-Mail:
Dealership:
Contact:

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
1	3.136 UTWO810GEN2	Western 8'-10' Wide Out plow Gen 2, Ultramount 2 Blade height 31" on Moldboard, 35" at ends Blade gauge is 14 GA steel Four (4) trip springs Six (6) vertical ribs Pivot bar Power bar provides torsional strength Lift ram is 1-3/4" x 8" Angling rams are 1-1/2" x 10" Plow width at full angle: 7'2" Retracted Plow width at full angle: 9' Expanded Plow width at full angle: 7'11" Scoop Approximate weight of plow is 1,020lbs. 1/2" x 6" high carbon steel cutting edge 1/2" x 8" high carbon cutting edge on wings Disc Shoes are optional Poly blade guides	$9,341.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	$550.00
1	3.170 52280-1	Western Wide-Out Deflector Kit	$521.00
1	Build Note:	Order sensor bar PN 017921	$27.00
1	11906-52-01	Weatherguard Aluminum Hex Headache Rack	$1,047.00
1	11920-52-01	Weatherguard Center Light Bracket	$55.00
1	8.272 R1LPPA	Whelen 15" Low Profile CON3 Amber Strobe Bar, Permanent Mount, Class 1	$472.00
1	8.217 Strobe Installation EA	Mount strobe, route wire to switch, tie-up and guard.	$413.00
1	8.221 Wire Hot	Wire Strobes Hot	$165.00
	Important Note:	Truck rating and compatibilty MUST be verified prior to plow installation State of Minnesota Contract 230110, 229754	
	Tax Note:	Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

	Budgetary Sub Total:	$12,591.00

Submitted by,

Does not include
Applicable Taxes

Mitch Buzzo
952-656-7133

Budgetary Total:	**$12,591.00**

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems : With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

2025 thru 2029

Project Details

Shakopee, MN



Project #	Equip-25-182
Project Name	Facilities: 1-Ton (class 3) Pickup Truck

Total Project Cost	$71,000	Contact	Public Works Director
Department	Equipment Internal Serv. Fund	Type	Equipment
Category	Facilities	Priority	2 - Smart to do
Status	Active	Useful Life	10 years
Accounting Code	7800.1740 100018	Fund	Capital Equipment Internal Service Fund
2025 Replace Vehicle #	SK1134		

Description

1-Ton (class 3) Pickup truck 4x4 with plow and power tailgate lift SK1134

Justification

Replacement schedule: 10 years

Expenditures		2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings		71,000	0	0	0	0	**71,000**
	Total	**71,000**	**0**	**0**	**0**	**0**	**71,000**

Funding Sources		2025	2026	2027	2028	2029	Total
Equipment Internal Service Fund		71,000	0	0	0	0	**71,000**
	Total	**71,000**	**0**	**0**	**0**	**0**	**71,000**

CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: **City of Shakopee** **Configuration #:** Proposal Date: 1/30/2025
Contact: **John Tietz** EQT004838_v1
Phone: 952-233-9557
Fax: E-Mail:
Dealership:
Contact:

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
1	3.136 UTWO810GEN2	Western 8'-10' Wide Out plow Gen 2, Ultramount 2 Blade height 31" on Moldboard, 35" at ends Blade gauge is 14 GA steel Four (4) trip springs Six (6) vertical ribs Pivot bar Power bar provides torsional strength Lift ram is 1-3/4" x 8" Angling rams are 1-1/2" x 10" Plow width at full angle: 7'2" Retracted Plow width at full angle: 9' Expanded Plow width at full angle: 7'11" Scoop Approximate weight of plow is 1,020lbs. 1/2" x 6" high carbon steel cutting edge 1/2" x 8" high carbon cutting edge on wings Disc Shoes are optional Poly blade guides	$9,341.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	$550.00
1	3.170 52280-1	Western Wide-Out Deflector Kit	$521.00
1	5.15 G2-60-1342 EA38	Tommygate 38" Ext Alum Platform w/ taper, 1300 lb cap, G2 Series	$3,893.00
1	5.152 Liftgate Install-Pickup	Installation of liftgate on pickup. Mount, wire and test	$1,351.00
1	5.128	Tommygate "Hot dipped" Galvanize framework	$868.00
1	5.150	Rear Camera and Sensor Bar See Application guide for Part Number	$189.00
1	Build Note:	Order sensor bar PN 017921	$27.00
1	8.3 Backup Camera	FMVSS 111 - Relocate factory installed backup camera system	$578.00
1	8.5 Backup Sensors	Relocate factory installed backup sensor system	$578.00
1	11906-52-01	Weatherguard Aluminum Hex Headache Rack	$1,047.00
1	11920-52-01	Weatherguard Center Light Bracket	$55.00
1	8.272 R1LPPA	Whelen 15" Low Profile CON3 Amber Strobe Bar, Permanent Mount, Class 1	$472.00
1	8.217 Strobe Installation EA	Mount strobe, route wire to switch, tie-up and guard.	$413.00
1	8.221 Wire Hot	Wire Strobes Hot	$165.00
1	7.5066 164-0-03	87" LO-SIDE - ALUMINUM, CLEAR FINISH	$1,075.00
1	Labor	Installation of streetside lowside toolbox. Mount legs inside wheelwell.	$248.00
	Important Note:	Truck rating and compatibilty MUST be verified prior to plow installation	

Continued On Next Page

Submitted by,

Mitch Buzzo
952-656-7133

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems : With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

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CORPORATE HEADQUARTERS: *9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7157 · Website: www.aspenequipment.com*

Cust Name: **City of Shakopee**
Contact: **John Tietz**
Phone: 952-233-9557
Fax:
Dealership:
Contact:

Configuration #:
EQT004838_v1

Proposal Date: 1/30/2025

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
		State of Minnesota Contract 230110, 229754	
	Tax Note:	Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

Budgetary Sub Total: $21,371.00

Submitted by,

Mitch Buzzo
952-656-7133

Does not include Applicable Taxes

Budgetary Total: $21,371.00

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

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2025 thru 2029

Project Details

Shakopee, MN



Project #	Equip-25-426
Project Name	Public Works Street: 1-Ton (class 3) Pickup Truck

Total Project Cost	$71,000	Contact	Public Works Director
Department	Equipment Internal Serv. Fund	Type	Equipment
Category	Public Works- Street	Priority	2 - Smart to do
Status	Active	Useful Life	10 years
Accounting Code	7800.1740 100042	Fund	Capital Equipment Internal Service Fund
2025 Replace Vehicle #	SK1156		

Description

Replace SK1156 2015 1-Ton (class 3) Ford F350 pickup truck with plow and power tailgate lift

Justification

Replacement schedule: 10 years.

Expenditures		2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings		71,000	0	0	0	0	**71,000**
	Total	**71,000**	**0**	**0**	**0**	**0**	**71,000**

Funding Sources		2025	2026	2027	2028	2029	Total
Equipment Internal Service Fund		71,000	0	0	0	0	**71,000**
	Total	**71,000**	**0**	**0**	**0**	**0**	**71,000**

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CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: **City of Shakopee**
Contact: **John Tietz**
Phone: 952-233-9557
Fax:

Configuration #: EQT004838_v1

Proposal Date: 1/30/2025

Aspen Equipment, LLC. is pleased to offer the following proposal for your consideration

Qty	Part/Spec Number	Description	Price
1	3.136 UTWO810GEN2	Western 8'-10' Wide Out plow Gen 2, Ultramount 2 Blade height 31" on Moldboard, 35" at ends Blade gauge is 14 GA steel Four (4) trip springs Six (6) vertical ribs Pivot bar Power bar provides torsional strength Lift ram is 1-3/4" x 8" Angling rams are 1-1/2" x 10" Plow width at full angle: 7'2" Retracted Plow width at full angle: 9' Expanded Plow width at full angle: 7'11" Scoop Approximate weight of plow is 1,020lbs. 1/2" x 6" high carbon steel cutting edge 1/2" x 8" high carbon cutting edge on wings Disc Shoes are optional Poly blade guides	$9,341.00
1	3.209 72525	Adder for NIGHTHAWK LED Headlight Kit, Complete	$550.00
1	3.170 52280-1	Western Wide-Out Deflector Kit	$521.00
1	5.15 G2-60-1342 EA38	Tommygate 38" Ext Alum Platform w/ taper, 1300 lb cap, G2 Series	$3,893.00
1	5.152 Liftgate Install-Pickup	Installation of liftgate on pickup. Mount, wire and test	$1,351.00
1	5.128	Tommygate "Hot dipped" Galvanize framework	$868.00
1	5.150	Rear Camera and Sensor Bar See Application guide for Part Number	$189.00
1	Build Note:	Order sensor bar PN 017921	$27.00
1	8.3 Backup Camera	FMVSS 111 - Relocate factory installed backup camera system	$578.00
1	8.5 Backup Sensors	Relocate factory installed backup sensor system	$578.00
1	11906-52-01	Weatherguard Aluminum Hex Headache Rack	$1,047.00
1	11920-52-01	Weatherguard Center Light Bracket	$55.00
1	8.272 R1LPPA	Whelen 15" Low Profile CON3 Amber Strobe Bar, Permanent Mount, Class 1	$472.00
1	8.217 Strobe Installation EA	Mount strobe, route wire to switch, tie-up and guard.	$413.00
1	8.221 Wire Hot	Wire Strobes Hot	$165.00
	Important Note:	Truck rating and compatibilty MUST be verified prior to plow installation State of Minnesota Contract 230110, 229754	
	Tax Note:	Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

	Budgetary Sub Total:	$20,048.00

Submitted by,

Does not include
Applicable Taxes

Mitch Buzzo
952-656-7133

Budgetary Total:	**$20,048.00**

* Equipment Specifications subject to change.

** Manufacture's Surcharges may be added to this proposal.

*** Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price.

Exhaust Systems : With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that proposed products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of proposed products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

2025 thru 2029

Project Details

Shakopee, MN



Project #	Equip-25-412
Project Name	Engineering: 1/2 Ton (class 1) Pickup Truck

Total Project Cost	$139,500	Contact	Public Works Director
Department	Equipment Internal Serv. Fund	Type	Equipment
Category	Engineering	Priority	2 - Smart to do
Status	Active	Useful Life	10 years
Accounting Code	7800.1740 100041	Fund	Capital Equipment Internal Service Fund
2025 Replace Vehicle #	SK1127 SK1128 SK1135		

Description

2025: Replace three 2015 1/2 ton (class 1) Ford F150 4x4 Pickup SK1127, 1128, 1135. Used for engineering project inspections.

Justification

Replacement schedule: 10 years

Expenditures		2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings		139,500	0	0	0	0	**139,500**
	Total	**139,500**	**0**	**0**	**0**	**0**	**139,500**

Funding Sources		2025	2026	2027	2028	2029	Total
Equipment Internal Service Fund		139,500	0	0	0	0	**139,500**
	Total	**139,500**	**0**	**0**	**0**	**0**	**139,500**

Midway Ford Commercial
Fleet and Government Sales
2777 N. Snelling Ave.
Roseville MN 55113

Travis Swanson
651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

2025 F350 4X4- Regular Cab- 8' Box

Standard

Automatic Transmission
Dual Front Air Bags
AM/FM Radio
Tow Hitch
Tilt Wheel
Sync
40/20/40 Vinyl Front Seat
Standard Base Upholstery
4-Wheel ABS Brakes
Air Conditioning
LT245/75r17 E All Season Tires
Shift on Fly 4x4
Power Windows
Front Tow Hooks
Rubber Floor Covering
Black Bumpers w/Rear Step
Matching Full Size Spare Tire
6.8L V8
Rear View Camera
Power Locks

Options	Code	Price	Select
LT275/70r18E AT Tires	TDX	$241	x
Snow Plow/Camper Pkg	47B	$277	x
Dual Batteries	86M	$191	x
410 Amp Alternators	67B	$104	x
Brake Controller	52B	$273	x
Running Boards	18B	$291	x
Spray In Bedliner	85S	$542	x
Upfitter Switches	66S	$150	x
Back-up Alarm	76C	$200	x
Option Total		$2,269	

Exterior Colors	Code	Select
Antimatter Blue Metallic	HX	x
Race Red	PQ	
Agate Black	UM	
Carbonized Gray Metallic	M7	
Avalanche	DR	
Oxford White	Z1	

Extended Service Contracts	Cost	Select
7 year/75,000 mile PremiumCare Warranty	$2,970	
Snow Plow Prep Charge	$795	
Diesel Upcharge	$1,295	

Base Price	Totals
	$44,184.00
Options Price Totals	$2,269.00
Extended Warranty	
Transit Impr Excise Tax	$20.00
Tax Exempt Lic	
6.875% Sales Tax	
Document fee	
Sub total per vehicle	$46,473.00
Number of Vehicles	1
Grand Total for all units	$46,473.00

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO #

Name of Organization

Address

City, State, Zip

Acceptance Signature

Contact Person/ Phone #

Print Name and Title Date

Contact's e-mail address and fax #

Midway Ford Commercial
Fleet and Government Sales
2777 N. Snelling Ave.
Roseville MN 55113

Travis Swanson
651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

2025 F-150 4X4- Super Cab- 6.5' Box X1L

Standard		
Automatic Transmission	**40/20/40 Vinyl Seat**	**2.7L Ecoboost V6**
Air Conditioning	**Dual Front Air Bags**	**Rubber Floor Covering**
AM/FM Radio	**4-Wheel ABS Brakes**	**Bumpers w/Rear Step**
Matching Full Size Spare Tire	**Tilt Wheel**	**Rear View Camera**
Sync	**Power Windows**	**Power Locks**
Cruise Control	**Hitch**	

Options	Code	Price	Select
5.0L V8	995	$1,510	x
Tow Haul	53T	$715	x
Running boards	18B	$228	x
Spray-In Bedliner		$542	x
Back-up Alarm	76C	$200	x
Amber Strobes	94S	$592	x
Soft Folding Tonneau	96T	$537	x
Option Total		$4,324	

Exterior Colors	Code	Select
Antimatter Blue Metallic	HX	x
Vermillion Red ($660.00)	E4	
Atlas Blue	B3	
Agate Black	UM	
Carbonized Gray Metallic	M7	
Iconic Silver Metallic	JS	
Oxford White	YZ	

Extended Service Contracts	Cost	Select
7 year/75,000 mile PremiumCare Warranty (Bumper to Bumper)	$3,200	

Base Price	Totals
	$39,930.16
Options Price Totals	$4,324.00
Extended Warranty	
Transit Impr Excise Tax	$20.00
Tax Exempt Lic	
6.875% Sales Tax	
Document fee	
Sub total per vehicle	$44,274.16
Number of Vehicles	1
Grand Total for all units	$44,274.16

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO #

Name of Organization

Address

City, State, Zip

Acceptance Signature

Contact Person/ Phone #

Print Name and Title Date

Contact's e-mail address and fax #

Agenda Item: Monthly Financial Report - January 2025
Prepared by: Nate Reinhardt, Finance Director
Reviewed by:

Action to be considered:
Review of January 2025 General Fund revenues/expenditures.

Motion Type:
Informational only

Background:

General Fund - January 2025 (see attachment)

Please note that early in the year one or two larger transactions or the timing of transactions can often skew the financial results.

Revenue variances (8.3% target)

- Total revenues were at 3 percent of budgeted revenues.
- Taxes and special assessments will remain below budget targets until the 1st half property tax settlement is received from the County in June.

Expenditure variances (8.3% target)

- In total departmental expenditures were at 7% of budget revenues.
- Mayor & Council department expenditures are currently ahead of budget targets as a result of annual dues paid at the beginning of 2025.

Recommendation:
Information only

Budget Impact:
N/A

Attachments:
2025.01 Monthly Financial Report- with Revenues.pdf

CITY OF SHAKOPEE
Monthly Financial Report

	YTD 2025 Budget	January 2025 Actual	January YTD 2025 Actual	Budget Balance Remaining	Percent Used		January YTD 2024 Actual
01000 - GENERAL FUND							
REVENUES:							
* - TAXES	23,446,450	0	0	23,446,450	0%	⇨	0
* - SPECIAL ASSESSMENTS	17,000	0	0	17,000	0%	⇨	0
* - LICENSES AND PERMITS	3,810,750	408,429	408,429	3,402,322	11%	⇨	313,925
* - INTERGOVERNMENTAL	5,430,000	0	0	5,430,000	0%	⇨	310,680
* - CHARGES FOR SERVICES	5,236,800	802,182	802,182	4,434,618	15%	⇨	657,465
* - FINES AND FORFEITS	325,200	200	200	325,000	0%	⇨	210
* - MISCELLANEOUS	537,100	2,192	2,192	534,908	0%	⇨	102,597
TOTAL REVENUES	**38,803,300**	**1,213,002**	**1,213,002**	**37,590,298**	**3%**	⇨	**1,384,877**
EXPENDITURES:							
11 - MAYOR & COUNCIL	(205,900)	(64,047)	(64,047)	(141,853)	31%	⇩	(7,262)
12 - ADMINISTRATION	(2,726,280)	(231,136)	(231,136)	(2,495,144)	8%	⇨	(261,519)
13 - CITY CLERK	(480,700)	(29,517)	(29,517)	(451,183)	6%	⇨	(45,882)
15 - FINANCE	(1,166,950)	(59,937)	(59,937)	(1,107,013)	5%	⇨	(59,442)
17 - PLANNING AND DEVELOPMENT	(765,540)	(48,920)	(48,920)	(716,620)	6%	⇨	(67,723)
18 - FACILITIES	(694,300)	(37,028)	(37,028)	(657,272)	5%	⇨	(43,195)
31 - POLICE DEPARTMENT	(12,973,990)	(896,286)	(896,286)	(12,077,704)	7%	⇨	(900,125)
32 - FIRE	(4,448,100)	(302,841)	(302,841)	(4,145,259)	7%	⇨	(333,645)
33 - INSPECTION-BLDG-PLMBG-HTG	(2,132,100)	(266,980)	(266,980)	(1,865,120)	13%	⇨	(263,727)
41 - ENGINEERING	(1,430,500)	(98,027)	(98,027)	(1,332,473)	7%	⇨	(101,511)
42 - STREET MAINTENANCE	(2,846,050)	(145,846)	(145,846)	(2,700,204)	5%	⇨	(127,359)
44 - FLEET	(607,800)	(44,845)	(44,845)	(562,955)	7%	⇨	(75,044)
46 - PARK MAINTENANCE	(3,514,200)	(200,725)	(200,725)	(3,313,475)	6%	⇨	(211,717)
67 - RECREATION	(5,558,990)	(341,769)	(341,769)	(5,217,221)	6%	⇨	(348,910)
91 - UNALLOCATED	(127,900)	(583)	(583)	(127,317)	0%	⇨	(185)
TOTAL EXPENDITURES	**(39,679,300)**	**(2,768,487)**	**(2,768,487)**	**(36,910,813)**	**7%**	⇨	**(2,847,244)**
OTHER FINANCING							
* - TRANSFERS IN	876,000	0	0	876,000	0%		0
* - TRANSFERS OUT	0	0	0	0	#DIV/0!		0
OTHER FINANCING TOTAL	**876,000**	**0**	**0**	**876,000**	**0%**		**0**
FUND TOTAL	**0**	**(1,555,485)**	**(1,555,485)**	**1,555,485**			**(1,462,367)**

Key

⇧ Varies more than 10% than budget positively
⇩ Varies more than 10% than budget negatively
⇨ Within 10% of budget

Agenda Item: Approve plans and authorize bidding for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:
Adopt Resolution R2025-022, approving plans and specifications and ordering advertisement for bids for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project, CIF-22-003.

Motion Type:
Adopt

Background:
On November 19, 2024, City Council authorized an agreement with Short Elliott Hendrickson, Inc. (SEH) for the design, bidding and in-construction services for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project, CIF-22-003 (see attached CIP summary sheet).

The project improvements include replacement of the existing street lighting system (including cabinets, conduit, wiring and poles), improvements to pedestrian ramp facilities, removal of decorative pavers and tree replacements along Holmes Street from County Road 69 to 3rd Avenue, 2nd Avenue from Holmes Street to Fuller Street and the north side of 1st Avenue immediately east of Holmes Street.

Plans and specifications have been prepared and staff is ready to solicit public bids to complete the improvements. Upon approval, subsequent advertising and bidding will commence with a scheduled bid opening in March 2025. Bids would then be considered and awarded with construction of the improvements scheduled to start in August 2025 after the downtown events have concluded for the summer.

Recommendation:
Adopt Resolution R2025-022.

Budget Impact:
The overall CIP budget is $1,133,000 which includes engineering and administrative costs.

The project is funded out of the Capital Improvement Fund and the Tree Replacement Fund.

Attachments:
CIF-22-003
CIF-22-003 Title Sheet.pdf
RES-R2025-022

Project #	CIF-22-003
Project Name	Downtown ADA, Lighting & Tree Rehab

Total Project Cost	$4,531,000	Department	Capital Improvements Fund
Type	Improvement	Category	Street Construction
Priority	1 - Have to do	Status	Active
Useful Life	30 years	Accounting Code	5926/6926
Fund	Capital Improvement Fund	Project Code	CI2203

Description

Replacement of the pavers and pedestrian curb ramps in the downtown area as well as streetlights, pedestrian lights and trees. The project will be completed in segments (block by block) annually beginning in 2024. Note: Multiple streetlights were replaced as part of the 2017 Downtown Streetscape Project and two development projects - the style of lighting used for those projects would be carried forward to match the replacement of the streetlights throughout the downtown area. It should also be noted that a planning study was completed in 2022 to develop a coordinated project scope meeting the goals of Envision Shakopee, the Park and Trails Master Plan, and the river park master planning. A streetlighting feasibility study was done in 2022 as part of the preliminary design and is attributed to the Prior expenditures for the project.

Justification

A streetlight condition report was performed in 2015 for the downtown streetlights. Out of the total count of 231 streetlights, 45 were missing, 73 were in good condition, 76 fair, and 37 poor. There are two different pole styles: 171 concrete poles and 60 Corten steel poles. Many streets light poles have fallen and have not been replaced due to unavailability of the lighting style. In addition, the wiring system has aged and many areas have been patched together to maintain a working system. The feasibility report completed in 2022 identified the scope of the lighting replacement and estimated cost of the improvements. Additionally, ADA compliancy needs to be completed in the Downtown that will include replacing many of the pedestrian curb ramps. Sidewalk repairs will also be included as part of the City's Sidewalk and Trail Inspection, Replacement, and Maintenance Policy. The block pavers will also be removed and replaced with concrete.

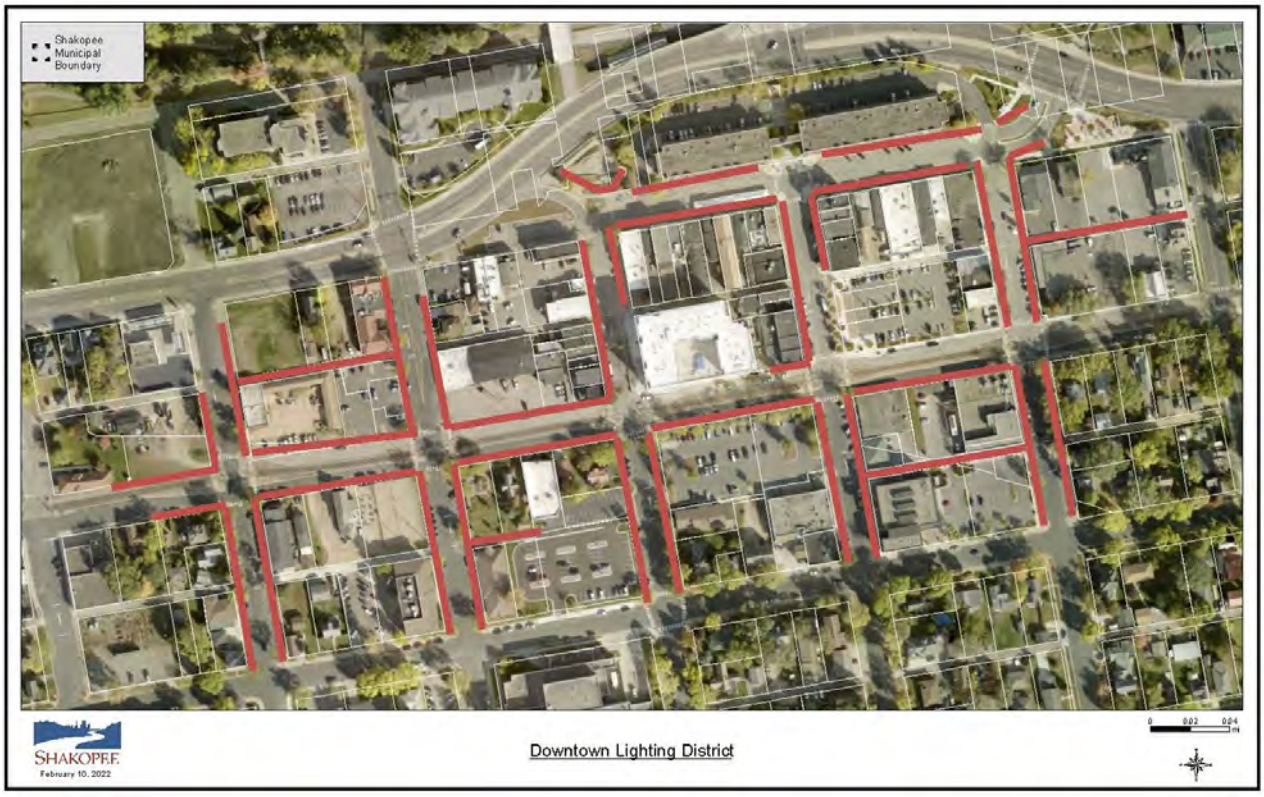
Prior	Expenditures	2025	2026	2027	2028	2029	Total
1,132,000	Improvements	1,000,700	1,000,700	1,000,700	0	0	**3,002,100**
	Engineering/Administration	132,300	132,300	132,300	0	0	**396,900**
	Total	**1,133,000**	**1,133,000**	**1,133,000**	**0**	**0**	**3,399,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
1,132,000	Capital Improvement Fund	1,100,000	1,100,000	1,100,000	0	0	**3,300,000**
	Tree Replacement Fund	33,000	33,000	33,000	0	0	**99,000**
	Total	**1,133,000**	**1,133,000**	**1,133,000**	**0**	**0**	**3,399,000**

Budget Impact

The street lighting, paver and pedestrian ramp improvements will be funded by the CIF and the tree replacement will be funded by the tree replacement fund.

Project #	CIF-22-003	Department	Capital Improvements Fund
Project Name	Downtown ADA, Lighting & Tree Rehab		



EXISTING

- RIGHT OF WAY
- PERMANENT EASEMENT
- PROPERTY LINE
- HORIZONTAL CONTROL POINT
- BENCHMARK
- SURVEY MARKER
- SOIL BORING
- SANITARY SEWER AND MANHOLE
- FORCE MAIN AND LIFT STATION
- SANITARY SEWER SERVICE & CLEANOUT
- WATER MAIN, HYDRANT, VALVE AND MANHOLE
- WATER SERVICE AND CURB STOP BOX
- STORM SEWER, MANHOLE AND CATCH BASIN
- CULVERT AND APRON ENDWALL
- GAS MAIN, VALVE, VENT AND METER
- HANDHOLE
- BURIED FIBER OPTIC CABLE AND MANHOLE
- BURIED PHONE CABLE, PEDESTAL AND MANHOLE
- BURIED TV CABLE, PEDESTAL AND MANHOLE
- BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
- OVERHEAD WIRE, POLE AND GUY WIRE
- LIGHT POLE
- TRAFFIC SIGNAL
- STREET NAME SIGN
- SIGN (NON STREET NAME)
- RAILROAD TRACKS
- DECIDUOUS AND CONIFEROUS TREE
- BUSH / SHRUB AND STUMP
- EDGE OF WOODED AREA
- WETLAND
- BUILDING
- FENCE (UNIDENTIFIED)
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- ELECTRIC WIRE FENCE
- WOOD FENCE
- WOVEN WIRE FENCE
- PLATE BEAM GUARDRAIL
- CABLE GUARDRAIL
- POST / BOLLARD
- RETAINING WALL

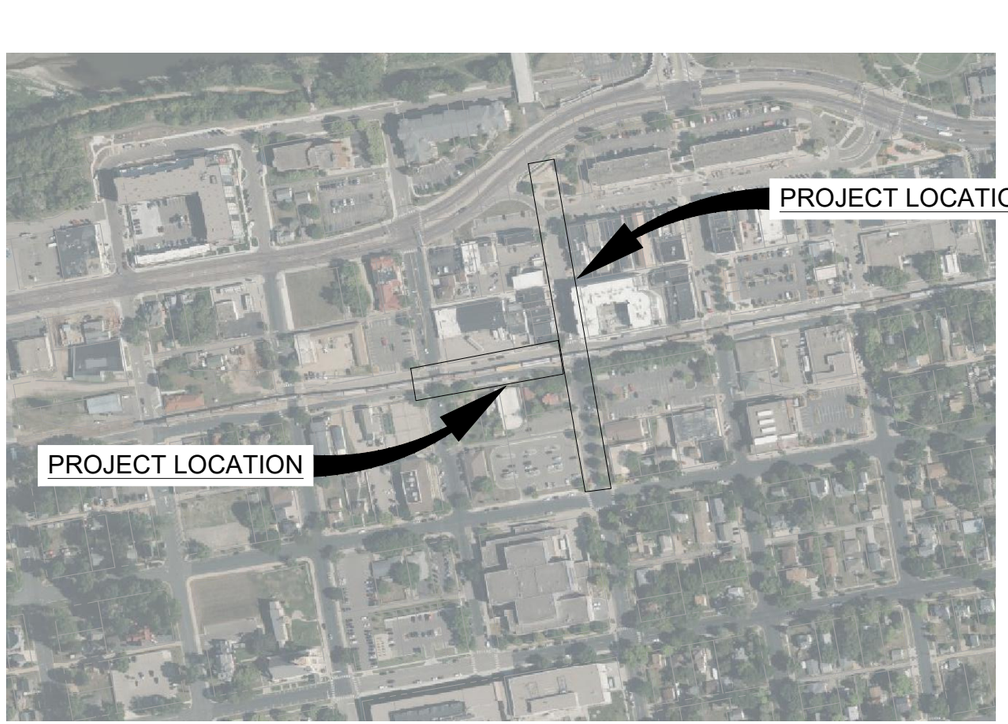
CITY OF
SHAKOPEE, MINNESOTA

CONSTRUCTION PLANS FOR

PAVER REMOVAL, CONCRETE PAVEMENT RECONSTRUCTION, LIGHTING REMOVAL AND REPLACEMENT, AND ADA IMPROVEMENTS

DOWNTOWN LIGHTING IMPROVEMENTS PHASE 2

CITY PROJECT NO. CIF-22-003



N

N.T.S.

NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

811 Know what's **below.** **Call** before you dig.

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

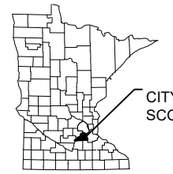
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3-8	MNDOT STANDARD PLANS
9	TYPICAL SECTIONS
10-13	DETAILS
14-17	REMOVAL & EROSION CONTROL PLAN
18-21	CONSTRUCTION SHEETS
22	WIRING DIAGRAM
23	LIGHTING SPECIFICATIONS
24-26	INTERSECTION DETAILS

THIS PLAN CONTAINS 26 SHEETS.

PROJECT LOCATION



APPROVED:

CITY ENGINEER OF SHAKOPEE — DATE

SHAKOPEE, MINNESOTA

SEH
PHONE: 952.912.2600
10650 RED CIRCLE DRIVE,
SUITE 500
MINNETONKA, MN 55343
www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature WILLIAM J. BAUER, P.E.
Date: 02-13-25 Lic. No. 55680

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature JOHN P. CARLSON
Date: 02-13-25 Lic. No. 24001

PROJECT NO. 182380

1 of 26

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RESOLUTION R2025-022

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR PHASE II OF THE DOWNTOWN ADA, LIGHTING AND TREE REHAB IMPROVEMENT PROJECT, CIF-22-003

WHEREAS, the City Engineer has prepared plans and specifications for improvements for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project, which includes replacement of the existing lighting system, improvements to pedestrian ramp facilities, removal of decorative pavers, tree replacement, and any appurtenance work and has presented such plans and specifications to the Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. Such plans and specifications, a copy of which is on file and of record in the Office of the City Engineer, are hereby approved.

2. The City Clerk shall prepare and cause to be placed on the city's website and on questcdn.com an advertisement for bids upon the making of such improvement under such approved plans and specifications. The Advertisement for Bids shall be published as required by law.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Mayor of the City of Shakopee

ATTEST:

_____
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Cannabis Business Licensing Act
Prepared by: William Reynolds, City Administrator
Reviewed by:

Action to be considered:
Adopt Ordinance O02025-006 amending Chapter 110 of the Shakopee City Code by adding requirements for licensing and regulation of cannabis businesses.

Motion Type:
Adopt

Background:

Minnesota legalized adult-use cannabis consumption on August 1, 2023. MN State Statute Chapter 342 establishes a regulatory framework for adult-use cannabis and lower-potency hemp edibles and creates a State Office of Cannabis Management (OCM), which will license cannabis businesses in the state. The law also allows cities some ability to regulate cannabis businesses in their jurisdictions.

OCM governs the application and licensing process for cannabis businesses, specific requirements for each type of license and their respective business activities and conducts enforcement and inspection activities.

The City Council held a workshop to discuss allowable location and proposed business regulations on November 6, 2024. Following those discussions, the council directed staff to prepare both applicable zoning changes and necessary licensing regulations.

Applicable zoning amendments were adopted by the council on December 117, 2024.

This ordinance will complete the business licensing requirements as required by state law, requested by council in November of 2024 and drafted by legal counsel.

The ordinance outlines both a pre-license certification process and a cannabis retailer registration process. It outlines legal reasons for the denial of a retail registration, and compliance and enforcement measures.

The ordinance further establishes the council mandated hour of operation (10:00 am to 10:00 pm) and outlines the process and requirements for temporary cannabis events.

Recommendation:
Adopt Ordinance No. O2024 - 006 amending Chapter 110 of the Shakopee City Code by adding requirements for licensing and regulation of cannabis business.

Budget Impact:
Unkown at this time.

Attachments:
O2025-006 Cannabis.doc

ORDINANCE NO. 2025-006

AN ORDINANCE OF THE CITY OF SHAKOPEE, MINNESOTA, AMENDING CHAPTER 110 OF THE SHAKOPEE CITY CODE BY ADDING REGULATIONS FOR CANNABIS BUSINESS

The City Council of Shakopee, Minnesota ordains:

Section 1. Chapter 110 of the Shakopee City Code is amended by adding the following Sections:

CANNABIS AND HEMP BUSINESSES

110.225 Findings and Purpose

The purpose of this ordinance is to protect the public health, safety, welfare in the City of Shakopee by implementing regulations pursuant to Minnesota Statutes, chapter 342 related to cannabis and hemp businesses within the city. The city finds and concludes that these regulations are appropriate and lawful, that the proposed amendments will promote the community's interest in reasonable stability in the development and redevelopment of the city for now and in the future, and that the regulations are in the public interest and for the public good.

110.226 Definitions and Interpretations

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates otherwise or requires a different meaning.

APPLICANT means an entity with a license or endorsement issued by the OCM that is applying for an initial registration or for registration renewal.

THE ACT means Minnesota Statutes, Chapter 342, as it may be amended from time to time.

CANNABIS BUSINESS has the same meaning as defined in Minnesota Statutes, section 342.01.

CANNABIS RETAILER means a business with a cannabis retailer license or cannabis retail endorsement from OCM.

RETAILER means every business that is licensed under the Act and required to register with the city under Minnesota Statutes, section 342.22. Including cannabis businesses and lower-potency hemp edible retailers.

OCM means the Minnesota Office of Cannabis Management.

POTENTIAL LICENSEE means an entity that has not received a license from the OCM and is seeking a pre-license certification.

110.227 Pre-License Certification of Cannabis Businesses

A. *Certification*. The City Administrator is authorized to certify whether a proposed cannabis business complies with the city's zoning ordinances, this article, and if applicable, with state fire code and building code pursuant to Minnesota Statutes, section 342.13.

B. *Zoning Approvals*. Potential licensees are responsible for obtaining all necessary zoning approvals prior to the city receiving the request for certification from the OCM. If a potential licensee fails to obtain necessary zoning approvals prior to the city receiving a request for zoning certification, the city will inform the OCM that the potential licensee does not meet zoning and land use laws.

C. *Inspections*. If, at the time the city receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the city will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the city's receipt of a request for certification from the OCM. Building and fire code inspections will be valid for 1 year from completion.

110.228 Retailer Registration

A. *Retail Registration Required.* Before making retail sales to customers or patients, a retailer must register with the city. Making retail sales to customers or patients without an active registration is prohibited. Subject to Minnesota Statutes, section 342.22, subdivision 5(e) the city may impose a civil penalty, as specified in the city's fee schedule, for making a sale to a customer or patient without a valid registration from the city and a valid license from the OCM.

B. *Processing Registrations*

(1) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application. Applications will be considered complete when all materials in Section 110.228 (C) are received by the city and include all required information and the required fee described in Section 110.228 (C) (5) is received.

(2) The date a certification under Section 110.227 is issued will have no impact on the applicant's registration processing.

C. *Application*. The applicant must submit a registration application or renewal form provided by the city. The form may be amended from time to time by the City Administrator, but must include or be accompanied by:

1. Name of the property owner.

2. Name of the applicant.

3. Address and parcel ID for the property for which the registration is sought.

4. Certification that the applicant complies with the requirements of this Article.

5. *Fee Required*. At the time of initial application, and prior to the city's consideration of any renewal application, each retailer must pay, as established in the city's fee schedule, the following fees:

   i. At the time of initial registration, an initial registration fee and the renewal fee for the second year of operation are due.

   ii. At the time of the first annual renewal (prior to the second year of operation), no fee will be due.

   iii. At the time of the second annual renewal, and each year thereafter, the renewal fee must be paid prior to the city issuing any renewal registration.

   iv. Initial registration fees and renewal registration fees are nonrefundable.

6. Proof of taxes, assessments, utility charges or other financial claims of the city of the state are current for the property and applicant.

7. A copy of a valid state license or written notice of OCM license preapproval.

D. *Preliminary Compliance Check*. Prior to issuing any retail registration, the city shall conduct a preliminary compliance check to ensure compliance with this chapter and any other regulations established pursuant to Minnesota Statutes, section 342.13.

E. *Reasons for Denial*. The city shall not issue a registration or renewal if any of the following conditions are true:

1. The applicant has not submitted a complete application.

2. The applicant does not comply with the requirements of this chapter.

3. The applicant does not comply with applicable zoning and land use regulations.

4. The applicant is found to not comply with the requirements of the Act or this chapter at the preliminary compliance check.

5. The applicant is not current on all property taxes and assessments at the location where the retailer is located.

6. The applicant does not have a valid license from the OCM.

F. *Issuing the Registration or Renewal*. The city shall issue the registration or renewal if the retailer meets the requirements of this article, including that none of the reasons for denial in Section 110.228 (E) are true.

G. *Nontransferable*. A registration is not transferable to another person, entity, or location.

H. *Registration Enforcement.*

(1) *Generally*. The City Council may impose a fine or suspend a registration under this article on a finding that the registered business has failed to comply with the requirements of this article or any applicable statute or regulation.

(2) *Notice and Right to Hearing*. Prior to imposing a fine or suspending any registration under this chapter, the city shall provide the registered business with written notice of the alleged violations and inform the registered business of his or her right to a hearing on the alleged violation.

i. Notice shall be delivered in person or by regular mail to the address of the registered business and shall inform the registered business of its right to a hearing. The notice will indicate that a response must be submitted within ten (10) business days of receipt of the notice, or the right to a hearing will be waived.

ii. The registered business will be given an opportunity for a hearing before the City Administrator, or designated hearing officer, before final action to fine or suspend a registration. Provided, the registered business has submitted a written application for appeal within ten (10) business days after the notice was served. The City Administrator, or designated hearing officer, shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to fine or suspend the registration only upon written findings. Within ten (10) business days of the order of the City Administrator, or designated hearing officer, the decision may be appealed to the City Council.

iii. If no request for a hearing is received within ten (10) days following the service of the notice, the matter shall be submitted to the City Council for imposition of the fine or suspension of the registration.

(3) *Emergency*. If, in the discretion of the City Administrator, a registered business poses an imminent threat to the health or safety of the public, the City Administrator may immediately suspend the registration and provide notice of the right to hold a subsequent hearing as prescribed in part (2) of this section.

(4) *Reinstatement*. The City Administrator may reinstate a registration if it determines that the violations have been resolved. The City Administrator shall reinstate a registration if the OCM determines the violations have been resolved.

110.229 Compliance Checks

A. The city shall complete at minimum one compliance check per calendar year of every registered business to assess if the business meets age verification requirements, is complying with life-safety standards as determined by the Fire Chief or their designee and is compliant with any applicable cannabis or hemp regulations adopted by the city.

B. The Fire Chief, or their designee, shall inspect the business premises and ensure that the business is in compliance with exit standard and basic life safety standards.

C. The age verification compliance check shall be an unannounced compliance check. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the city.

D. Any failures under this section may form the basis for enforcement action and must be reported to the OCM.

110.300 Hours of Operation.

Cannabis retailers may only make retail sales of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00am-10:00pm.

110.301 Advertising.

Signage for cannabis businesses and hemp businesses is subject to the city's sign code, Minnesota Statutes, section. 342.64, and all other applicable provisions of the Act.

110.302 Cannabis Business Complaints

In addition to the registration enforcement process in Section 110.228 (H), the City Administrator is authorized to make complaints to the OCM related to any cannabis business the city believes is in violation of the Act or the administrative rules adopted pursuant thereto. The

City Administrator is also authorized to file a complaint against a cannabis business that poses an immediate threat to the health or safety of the public and request immediate action by the OCM.

110.304 - Temporary Cannabis Events

(a) *Permit Required.* A permit is required to be issued and approved by the city prior to holding a temporary cannabis event held by a licensed cannabis event organizer, as defined and provided for in Minnesota Statutes, Chapter 342.

(b) *Registration & Application Procedure.* A registration fee, as established in the city's fee schedule, shall be charged to applicants for temporary cannabis event permits.

(c) *Application Submittal & Review*. An applicant must submit an application for city approval of a temporary cannabis event permit on a form provided by the city clerk. The application may be amended from time to time but shall include or be accompanied by:

(1) Full name of the property owner and applicant;

(2) Address, email address, and telephone number of the applicant;

(3) the application fee as established in the city's fee schedule;

(4) Signage and advertising plan in accordance with Section 110.304 (e)(4);

(5) a copy of the OCM cannabis event license application, submitted pursuant to Minn. Stat. 342.39 subd. 2. The application shall be submitted to the city clerk, or other designee for review.

(d) The application shall be submitted to the City Administrator, or other designee for review. The application will be considered complete when the application form is submitted with all of the required information included and application fee paid. If the submitted application is incomplete, the City Administrator or designee shall return the application to the applicant with the notice of deficiencies.

Once an application is considered complete, the city shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial. The application fee shall be non-refundable once processed.

A request for a temporary cannabis event permit that meets the requirements of this section shall be approved. A request for a temporary cannabis event that does not meet the requirements of this Section shall be denied. The city administrator shall notify the applicant of the standards not met and basis for denial.

(e) *Standards for events:*

(1) The City Council may require insurance, an indemnification contract, and/or a bond in such instances where deemed necessary to protect the public interest.

(2) Temporary cannabis events are prohibited on city property.

(3) Temporary cannabis events shall only be held between the hours of 10:00am and 10:00pm.

(4) In addition to the signage required under the Act, the temporary cannabis event organizer must provide adequate signage to identify for the general public that the event includes the display and sale of adult use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products

110.305 Penalties Administration and Enforcement

Any violation of the provisions of this article or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Each day each violation continues or exists, constitutes a separate offense. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

Violation of this article shall be grounds for enforcement against any business license issued by the city of Shakopee.

110.306 Severability

If any section, clause, provision, or portion of this article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected thereby

Section 2. Effective Date. This ordinance becomes effective from and after its adoption and publication.

Passed in regular session of the City Council of the City of Shakopee, Minnesota held on the 18th day of February, 2025.

_____
Matt Lehman, Mayor of the City of Shakopee

Attest:

_____
Heidi Emerson, Deputy City Clerk

Published in the New Prague Times on the _____ day of _____, 2025.

Agenda Item: Ice Resurfacer Vehicle Replacement
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:
Approve the purchase of two ice resurfacer machines

Motion Type:
Simple Majority

Background:
The two ice resurfacer machines are scheduled for replacement in the CIP in 2026. These machines are custom built and due to the that there is a lead time of 11-14 months for production. Staff recommend purchasing the machines from Zamboni through the Sourcewell contract. Since Zamboni is part of the Sourcewell contract, no payment is required until the machines are received. However, a contract must be signed in advance, committing the city to the purchase prior to begining production.

Recommendation:
Approve the purchase of two ice resurfacer machines

Budget Impact:
Total cost of two ice resurfacers $311,695 - this includes the estimate trade in value of $70,000 for the current machines. The trade in value may vary slightly at the time of purchase depending on the amount of run time hours the machine has.

Attachments:
City of Shakopee 552AC.1.29.25proposal.pdf
Shakopee Ice Arena MN - 552AC - Contract.pdf

ZAMBONI COMPANY USA, INC.

15714 Colorado Ave. Paramount, CA 90723 USA +1 562 633 0751 +1 562 633 9365 zamboni.com

January 29, 2025

Troy Ciernia
Shakopee Ice Arena
1255 Fuller St.
Shakopee, MN 55379



PROPOSAL

"The principal product you have to sell is the ice itself."

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 552AC:
Clean ice. Clean air. Clear choice. Building upon the solid reputation of its predecessor, the Model 552AC features worry-free AC motors and controls, introducing new efficiencies and virtually eliminating associated maintenance. The battery package is easy to access and maintain. Proven and dependable controls built for tough industrial applications. Microprocessor controlled smart chargers deliver long battery life. The Model 552AC provides a low maintenance option for your high maintenance surface.

MODEL 552AC LITHIUM-ION (OPTIONAL):
Zero battery maintenance and lithium-ion power combine for the ultimate upgrade to the world's most popular electric ice resurfacer. Lithium-ion batteries charge quickly between resurfacings, eliminating overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. Strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:
Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing machines facilitates savings of time and valuable resources.

ZAMBONI®

QUALITY:
Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:
Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:
Machine specifications are also available online. Please copy the web links below into your browser.
https://zamboni.com/wp-content/uploads/specs/552AC_specs.pdf
https://zamboni.com/wp-content/uploads/specs/552AC_Lithium-ion_specs.pdf

MANUFACTURER'S STATEMENT:
This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

WARRANTY:
Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only.

SAFETY STANDARDS:
This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements.
In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at **www.zamboni.com** to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-552ac

zamboni.com/machines/model-552ac-lithium-ion

zamboni.com/options

Zamboni 552AC	$	136,000.00
STANDARD EQUIPMENT INCLUDES:		
Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake, Conditioner Poly Side Plate, Spare Tire & Wheel Assembly, (2) 77” Blades		
ADDITIONAL EQUIPMENT:		
Lithium Ion Battery and Charger	$	13,750.00
Board Brush	$	6,495.00
Power Brush Fill	$	420.00
Wash Water System w/ Poly Tank	$	5,450.00
Electronic Water Level Sight Gauge	$	565.00
Snow Tank Light	$	475.00
Advanced Water System	$	5,850.00
Stainless Steel Water Distribution Pipe	$	455.00
Viscous Coupling Drive Shaft	$	1,925.00
Level Ice (installation & training additional)	$	21,500.00
Subtotal - 1 526	$	192,885.00
Subtotal - 2 526	$	192,885.00
Sourcewell Discount 3% - $5786 per machine	$	-11,573.00
Trade-In: 552-11419	$	-35,000.00
Trade-In: 552-11420	$	-35,000.00
Transportation	$	7,500.00
Total	**$**	**311,697.00**

F.O.B:
Paramount, California USA

TERMS:
Balance Net 30 days from date of shipment.
Shipment 400 days or sooner from receipt of order. Pricing firm for 30 days.
Pricing does not include any applicable sales tax.

THANK YOU:

Logan Wescott

January 29, 2025

Logan Wescott,
Regional Sales Manager

Date

Zamboni Company USA, Inc.
15714 Colorado Ave. Paramount, California 90723 USA
Phone: +1 323 301 5843

ZAMBONI COMPANY USA, INC.

15714 Colorado Ave. Paramount, CA 90723 USA +1 562 633 0751 +1 562 633 9365 zamboni.com

February 13, 2025

Troy Ciernia
Shakopee Ice Arena
1255 Fuller St.
Shakopee, MN 55379

We are pleased to submit the following quotation in accordance with your request to furnish the described material(s) upon the Terms and Conditions set forth in this quotation, which, upon acceptance by you of this proposal, are agreed to and accepted by you.

Unless otherwise noted, pricing does not include tax. All taxes are the responsibility of the purchaser.

Zamboni 552AC	$	136,000.00
STANDARD EQUIPMENT INCLUDES:		
Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake, Conditioner Poly Side Plate, Spare Tire & Wheel Assembly, (2) 77" Blades		
ADDITIONAL EQUIPMENT:		
Lithium Ion Battery and Charger	$	13,750.00
Board Brush	$	6,495.00
Power Brush Fill	$	420.00
Wash Water System w/ Poly Tank	$	5,450.00
Electronic Water Level Sight Gauge	$	565.00
Snow Tank Light	$	475.00
Advanced Water System	$	5,850.00
Stainless Steel Water Distribution Pipe	$	455.00
Viscous Coupling Drive Shaft	$	1,925.00
Level Ice (installation & training additional)	$	21,500.00
Subtotal - 1 526	$	192,885.00
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Trade-In: 552-11419	$	-35,000.00
Trade-In: 552-11420	$	-35,000.00
Transportation	$	7,500.00
Total	$	311,697.00

This bid is subject to review and acceptance by Frank J. Zamboni & Co., Inc., of all contract documents and may be withdrawn without penalty at anytime before contract execution.

Two copies of this quotation are being sent to you. If accepted, please sign, and return both copies to Frank J. Zamboni & Co., Inc., which, when approved by our officer and returned, becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you; if acceptance is not received by us within 30 days, this quotation shall automatically expire.

Shipment: 400 days or sooner from receipt order.

Terms: Net 30 Terms.

The above proposal is accepted:

Signature: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ZAMBONI®

Agenda Item: Approve the 2025 Tree Purchase Orders for Annual Resident Tree Sale and Tree Replacement Program
Prepared by: Lindsey Vugteveen, Environmental Technician
Reviewed by: Alex Jordan, City Engineer

Action to be considered:
Approve the 2025 Tree Purchase Orders.

Motion Type:
Simple Majority

Background:
The city orders trees each year as part of the Tree City USA initiative. This year, 428 trees are being ordered. The City makes 100 trees available to residents each year at a discounted price through the annual Arbor Day Resident Tree Sale. The remaining 328 trees will be planted throughout the city in parks and boulevards to replace trees that were removed due to disease and pests or due to storm damage.

Quotes were solicited from five tree nurseries and the lowest price for each tree species was selected for order. Attached is the 2025 tree order summary detailing the purchase order amount from each nursery.

Recommendation:
Approval as requested.

Budget Impact:
The total 2025 tree order amount is $62,572 which will be paid for with the City's project budget of $50,000 and additional grant funds. The project will be funded by the Tree Fund and grant funding from the Minnesota DNR. Revenues from the tree sale are deposited back into the Tree Fund for future tree purchases.

Attachments:
2025 Tree Order Summary.pdf

Order Summary 2025 Tree Order January 24, 2025 City of Shakopee	
Nursery	**Amount**
Hoffman & McNamara Nursery	$ 20,937.00
Knecht's Nurseries and Landscaping	$ -
Schichtel's Nursery, Inc	$ 34,235.00
Wilson's Nursery LLC	$ 7,400.00
Cross Nurseries, Inc	$ -
Total	$ 62,572.00

Agenda Item: Amendment of Planned Unit Development (PUD) District #10 (Bluff View) & Amendment of Preliminary Plat of Bluff View Addition
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski, Director of Planning and Development

Action to be considered:
Two separate actions are required.

1. Adopt Ordinance O2025-001, approving an Amendment to Planned Unit Development District #10 (Bluff View) for property located north of LaTour Avenue (adjacent to the SPU water tower in the Windermere neighborhood) and west of Zumbro Avenue.

2. Approve Resolution R2025-004, approving the Amendment to the Preliminary Plat of Bluff View Addition.

Motion Type:
Simple Majority

Background:
Summergate Development, applicant, and R & J Breeggemann Partnership, property owners, have proposed an amendment to the Planned Unit Development (PUD) District #10 (Bluff View) and Preliminary Plat for property located north of LaTour Avenue (adjacent to the SPU water tower in the Windermere neighborhood) and west of Zumbro Avenue.

The applicant has proposed a single-family residential subdivision (Bluff View Addition) that would develop approximately 85 acres with a net development area of approx. 60 acres. The development would consist of 247 single family lots (58 lots @ 65’ wide; 13 lots @ 62’ wide with 6’ side yard setbacks; 58 lots @ 52 feet wide with 6’ side yard setbacks; and 118 lots @ 42’ wide with 6’ side yard setbacks).

With the request for lots less than 60’ wide (R-1B Zone min. width), the applicant is also requesting 6’ side yard setbacks (7.5’ min. for R-1B Zone side yards), the development requires a PUD. A stipulation of the PUD is that the applicant is required to provide a minimum of fifteen percent open space as landscaped area or areas available for the

common use of and accessible by all residents or occupants of the buildings within the planned unit development.

This open space requirement will be met with the proposed land and trails located along the north area of this project, adjacent to the bluff which has been earmarked as a future lineal park and trail corridor as part of the regional trail and park system presently being implemented in this area of the community. The city has already acquired the land to the east.

The property is currently zoned PUD from a previous submittal (single family residential – 222 lots with 127 reduced width lots and 5' side yard setbacks). The proposed amendment would allow 247 single family lots; 176 with reduced width lots & 189 lots with reduced (6') side yard setbacks. The property is guided Suburban Residential (3-6 units/acre) and Park & Open Space. The proposed project is consistent with the existing guiding. This site was also included in the approved Western Shakopee Areawide AUAR, and this proposal is generally consistent with that AUAR.

The applicant has submitted an amendment to the previously approved Bluff View Preliminary Plat. Staff has stipulated that street & utilities are not available to this site at this time – should this plat receive approval, proceeding with grading and/or Final Plat approval would be conditioned on sewer, water, and roadway being extended to it from the adjacent property to the east that was previously approved by the Planning Commission and City Council in December and is being developed by Pulte Homes.

There has been significant discussion on the extension of services and 17th Avenue to CR 69 with the City, County, and the developers along this corridor and construction of street and utilities have been defined and will be built out consistent with City and County requirements. Staff is recommending that the future street connection to the south be eliminated that is located in the northwest section of the plat since the proposed extension of streets and utilities are no longer required in that area.

City departments, Scott County and other outside agencies were given the opportunity to review and provide comments regarding this application. SPU staff have provided comments that include that the applicant shall work with them to connect to the existing water and electric utilities to provide comprehensive services to this property and adjacent properties. City Engineering has provided a memo and redlined markups to the plan set with comments and conditions of approval, specifically noting necessary phasing and securities tied to the extension of CSAH 16/17th Avenue and the sanitary sewer system. Shakopee Fire have commented that street names must be submitted for review and approval.

Should this PUD and Preliminary Plat amendment be approved, a condition of approval

will be that their homes shall provide higher standards/designs and development aesthetics that exceed the current design standards, such as providing a variety of house styles with no structures of the same design/appearance next to each other within this development, exceeding the minimum window percentage on elevations, utilizing LP or Hardie Plank siding with stone wainscotting on the front elevations, and no garage dominant designs as required by code.

The following findings have been determined to meet the required criteria:
1. The proposed development is consistent in all respects with the comprehensive plan.
2. The proposed development, including deviations from design standards, is compatible with surrounding land uses. The only design standard deviations are with the 42 and 52 ft. wide lots and 6' side yard setbacks as shown on the site development maps, which are consistent with those deviations found in several of the nearby Windermere subdivisions.
3. The proposed development provides adequate open space, circulation, pedestrian orientation, parking, recreation, screening, and landscaping, as exemplified by the proposed linear park/trail system adjacent to the future bluff park.
4. The primary function of the PUD is to encourage development which will preserve and enhance the worthwhile, natural terrain characteristics, and it should not force intense development to utilize all portions of a given site in order to arrive at the maximum density allowed. Staff believe that this proposed project meets the required standards.
5. There exists an overall compatibility of land uses and overall appearance and compatibility of individual buildings to other site elements and to the surrounding development.
6. The proposed PUD plan would afford a greater general public benefit than would be realized under the underlying zoning district and/or general zoning provisions as previously mentioned (with additional open space and trail network).

Recommendation:
The Planning Commission reviewed this application, and by a unanimous decision (4-0 on January 9, 2025), recommended approval of the Amendment to the Planned Unit Development, subject to the conditions in Ordinance O2025-001; and recommended approval of the Amendment to the Preliminary Plat of Bluff View Addition, subject to the conditions in Resolution R2025-004.

Budget Impact:
N/A

Attachments:
PUD Ordinance.docx

PP Resolution.docx
BLUFF VIEW LEGAL DESCRIPTION_v1.docx
Site Aerial.pdf
Prelim Plat.pdf
0057465C-SITE-SRM-2-Model.pdf
Grading Plans.pdf
Landscape Plans - Bluff View.pdf
Bluff View- Phasing Plan.pdf
Open Space Calcs.pdf
Lot Sizes - Bluff View.pdf
Cottage Series.pdf
Freedom Series.pdf
Tradition Series.pdf
Engineering Memo - revised.docx
Bluff View PUD Amend Narrative_v1 (1).docx
Redlines.pdf

ORDINANCE O2025-001

AN ORDINANCE OF THE CITY OF SHAKOPEE, MINNESOTA, APPROVING AN AMENDMENT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT #10 (BLUFF VIEW) FOR PROPERTY LOCATED NORTH OF LATOUR AVENUE AND WEST OF ZUMBRO AVENUE

WHEREAS, Summergate Development, applicant, and R & J Breeggemann Partnership, property owners, have applied for an amendment to the Planned Unit Development for property located north of LaTour Avenue (adjacent to the SPU water tower in the Windermere neighborhood) and west of Zumbro Avenue; and

WHEREAS, the property is legally described as:

See attached legal description; and

WHEREAS, notices were duly sent and posted, and a public hearing was held before the Planning Commission on January 9, 2025, at which time all persons present were given an opportunity to be heard; and

WHEREAS, the Planning Commission has recommended to the City Council that the Planned Unit Development be adopted as conditioned in this Ordinance; and

WHEREAS, the City Council heard the matter at its meeting on January 21, 2025; and

NOW, THEREFORE BE IT ORDAINED, that the City Council of the City of Shakopee, Minnesota hereby adopts the following findings of facts relative to the above-named request:

Criteria #1: Is the proposed development consistent in all respects with the comprehensive plan?
Finding #1: The proposed development complies with the current guiding (Suburban Residential and Park & Open Space) for the site.

Criteria #2: Is the proposed development, including deviations from design standards compatible with surrounding land uses?
Finding #2: The only design standard deviations are with the 42 and 52 ft. wide lots and 6' side yard setbacks as shown on the site development maps, which are consistent with those deviations found in several of the nearby Windermere subdivisions.

Criteria #3: Does the proposed development provide adequate open space, circulation, pedestrian orientation, parking, recreation, screening, and landscaping?
Finding #3: The proposed development provides adequate open space, vehicular circulation, pedestrian orientation, parking, recreation, screening, and landscaping, as exemplified by the proposed linear park/trail system adjacent to the future bluff park.

Criteria #4. If the primary function of the PUD is to encourage development which will preserve and enhance worthwhile natural terrain characteristics, it should not force intense development to utilize all portions of a given site in order to arrive at the maximum density allowed.
Finding #4: The primary function of the PUD is to encourage development which will preserve and enhance the worthwhile, natural terrain characteristics, and it should not force intense development to utilize all portions of a given site in order to arrive at the maximum density allowed. Staff believe that this proposed project meets the required standards.

Criteria #5: Does the PUD provide an overall compatibility of land uses and overall appearance and compatibility of individual buildings to other site elements or to surrounding development. The architectural style of buildings shall not solely be a basis for denial or approval of a plan.
Finding #5: There exists an overall compatibility of land uses and overall appearance and compatibility of individual buildings to other site elements and to the surrounding development.

Criteria #6. Whether the proposed PUD plan would offer a greater general public benefit than would be realized under the underlying zoning district and/or general zoning provisions.
Finding #6: The proposed PUD plan would afford a greater general public benefit than would be realized under the underlying zoning district and/or general zoning provisions as previously mentioned (additional open space and trail network).

BE IT FURTHER ORDAINED, that the property located north of LaTour Avenue (adjacent to the SPU water tower in the Windermere neighborhood) and west of Zumbro Avenue is hereby approved for an amendment to Planned Unit Development District #10 (Bluff View) in the Zoning Ordinance subject to the following conditions:

1. The proposed single-family development shall plat no more than 247 single family lots (58 lots @ 65’ wide; 13 lots @ 62’ wide with 6’ side yard setbacks; 58 lots @ 52 feet wide with 6’ side yard setbacks; and 118 lots @ 42’ wide with 6’ side yard setbacks).
2. Landscaping (including open space and trail construction) shall be provided consistent with City Code requirements and as shown on the submitted landscape plan.
3. Site design and performance standards shall exceed City Code requirements, such as providing a variety of house styles with no structures of the same design/appearance next to each other within this development, exceeding the minimum window percentage, utilizing LP or Hardie Plank siding with stone wainscotting on the front elevations, and no garage dominant designs.
4. The applicant shall provide park dedication fees consistent with City Code requirements at the time of Final Plat recording.
5. The applicant must provide financial security for tree replacement and landscaping in accordance with City Code requirements.
6. Site development shall comply with the conditions noted in the City Engineering memo dated February 10, 2025 (including compliance with red-lined comments).
7. The open space area would consist of Outlots A & B only. Outlot F would not be factored into that open space requirement; that proposed area shall include a trail connection to be coordinated with SPU and the city for trail design requirements.
8. Submittal and approval of a Preliminary Plat shall occur prior to any site grading activities.
9. Submittal and approval of a Final Plat consistent with this approved PUD plan shall occur as conditioned in the Preliminary Plat Resolution.

Passed in regular session of the City Council of the City of Shakopee, Minnesota held on the 18th day of February, 2025.

_____
Mayor of the City of Shakopee

Attest:

_____
Heidi Emerson, Deputy City Clerk

Published in the Shakopee Valley News on the _____ day of _____, 2025.

RESOLUTION R2025-004

A RESOLUTION OF THE CITY OF SHAKOPEE APPROVING THE PRELIMINARY PLAT AMENDMENT OF BLUFF VIEW ADDITION

WHEREAS, Summergate Development, applicant, and R & J Breeggemann Partnership, property owners, have made application for Preliminary Plat Amendment of BLUFF VIEW ADDITION; and

WHEREAS, the property is legally described as:

See attached legal description; and

WHEREAS, notices were duly sent and posted, and a public hearing was held before the Planning Commission on January 9, 2025, at which time all persons present were given an opportunity to be heard; and

WHEREAS, the Planning Commission has recommended to the City Council that the Preliminary Plat Amendment be adopted as conditioned by the draft Ordinance and this Resolution; and

WHEREAS, the City Council reviewed the Preliminary Plat Amendment on January 21, 2025; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shakopee, Minnesota that the Preliminary Plat Amendment of BLUFF VIEW ADDITION is hereby approved subject to the following conditions:

I) The following procedural actions must be addressed prior to the review and release of the recording of a Final Plat:

A. Approval of title by the City Attorney.
B. Park dedication fees in the amount required by the City Code and adopted City fee schedule shall be paid prior to the recording of the final plat.
C. Tree removal and new landscaping shall occur consistent with City Code Sections 151.112 (Landscape Requirements) and 151.113 (Tree Preservation Requirements).
D. Site development shall comply with the conditions noted in the City Engineering memo dated February 10, 2025 (including compliance with red-lined comments).
E. Final Plat approval is contingent upon sanitary sewer, water, and the street being extended to the property from the adjacent parcel to the east.
F. Provide funds for and/or construct 17th Avenue (CSAH 16) and associated improvements located within this plat, consistent with the language included in City Engineering's February 10, 2025 memo.
G. Construction and development of lots shall comply with the design standards of City Code Section 151.034 (Urban Residential Zone), except as specifically approved by the amended PUD.
H. Comply with SPU standard terms and conditions, which include the following:

1. Connect to the existing water and electric utilities to provide comprehensive services to this property and adjacent properties.
2. The developer will be required to pay Trunk Water Charge to SPU for net developable acreage.
3. SPU will pay the developer trunk oversizing where SPU requests pipes larger than required to meet the lateral requirements per SPU Water Policy Manual.
4. Complete construction plans need to be developed with plan & profiles that meet all SPU requirements per the SPU Water Policy Manual.
5. Additional comments to be provided when complete plans are submitted.
6. SPU is in need of a future well site and will contact the developer to negotiate purchase of lot(s).
7. Additional raw watermain may be necessary depending on the potential well siting.

I. Fire hydrants shall be placed in accordance with local requirements and the Minnesota State Fire Code.
J. Provide funds for and/or construct a trail along the property frontage on 17th Avenue (CSAH 16), and construct additional walks and trails as recommended by City Engineering in their February 10, 2025 memo and as shown on the Preliminary Plat plans, consistent with City and County requirements.
K. The open space area would consist of Outlots A & B only. Outlot F would not be factored into that open space requirement; that proposed area shall include a trail connection to be coordinated with SPU and the city for trail design requirements.

Passed in regular session of the City Council of the City of Shakopee, Minnesota held on the 18th day of February, 2025.

_____
Mayor of the City of Shakopee

Attested:

_____
Heidi Emerson, Deputy City Clerk

BLUFF VIEW LEGAL DESCRIPTION

That part of the North Half of the Northwest Quarter, that part of the Southwest Quarter of the Northwest Quarter, that part of the Southeast Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Southwest Quarter all in Section 14, Township 115 North, Range 23 West, Scott County, Minnesota, lying southeasterly of the following described line:

Commencing at the North Quarter corner of said Section 14; thence South 00 degrees 18 minutes 42 seconds East, assumed bearing along the east line of said North Half of the Northwest Quarter, a distance of 991.16 feet to the point of beginning of the line to be described; thence South 27 degrees 42 minutes 44 seconds West, a distance of 403.01 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 88 degrees 00 minutes 32 seconds West, along said north line a distance of 538.78 feet; thence South 48 degrees 56 minutes 59 seconds West, a distance of 409.28 feet; thence South 00 degrees 45 minutes 22 seconds West, a distance of 320.82 feet; thence South 67 degrees 26 minutes 45 seconds West, a distance of 657.15 feet; thence South 60 degrees 11 minutes 35 seconds West, a distance of 255.97 feet; thence South 89 degrees 42 minutes 07 seconds West, a distance of 243.61 feet; thence South 12 degrees 35 minutes 35 seconds West, a distance of 211.40 feet to the northwest corner of the East 216.0 feet of the West 698.0 feet of the South 202.0 feet of said Southwest Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 53 seconds East, along the west line of said East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter, a distance of 202.06 feet to the south line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

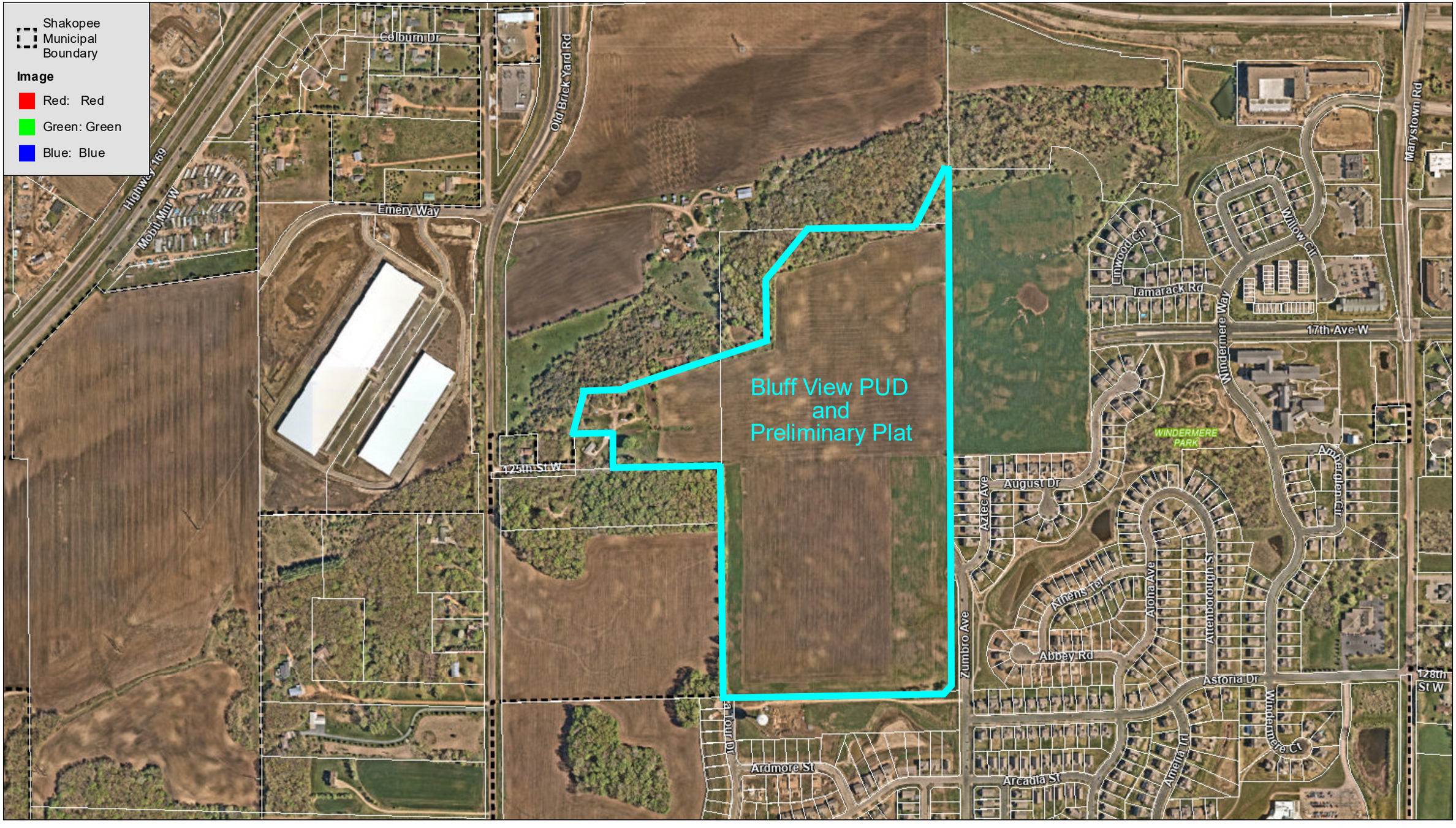
EXCEPTING THEREFROM

The East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter.

AND

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼) of said Section 14, thence running West thirty-five (35) feet, thence Northeasterly to a point thirty-five (35) feet North of the Southeast corner of said Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼), thence South thirty-five (35) feet to the place of beginning, all in Section fourteen (14), Township one hundred fifteen (115), Range twenty-three (23), now platted as part of Outlot B, WINDERMERE SOUTH 4TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

Area: 85.35 acres



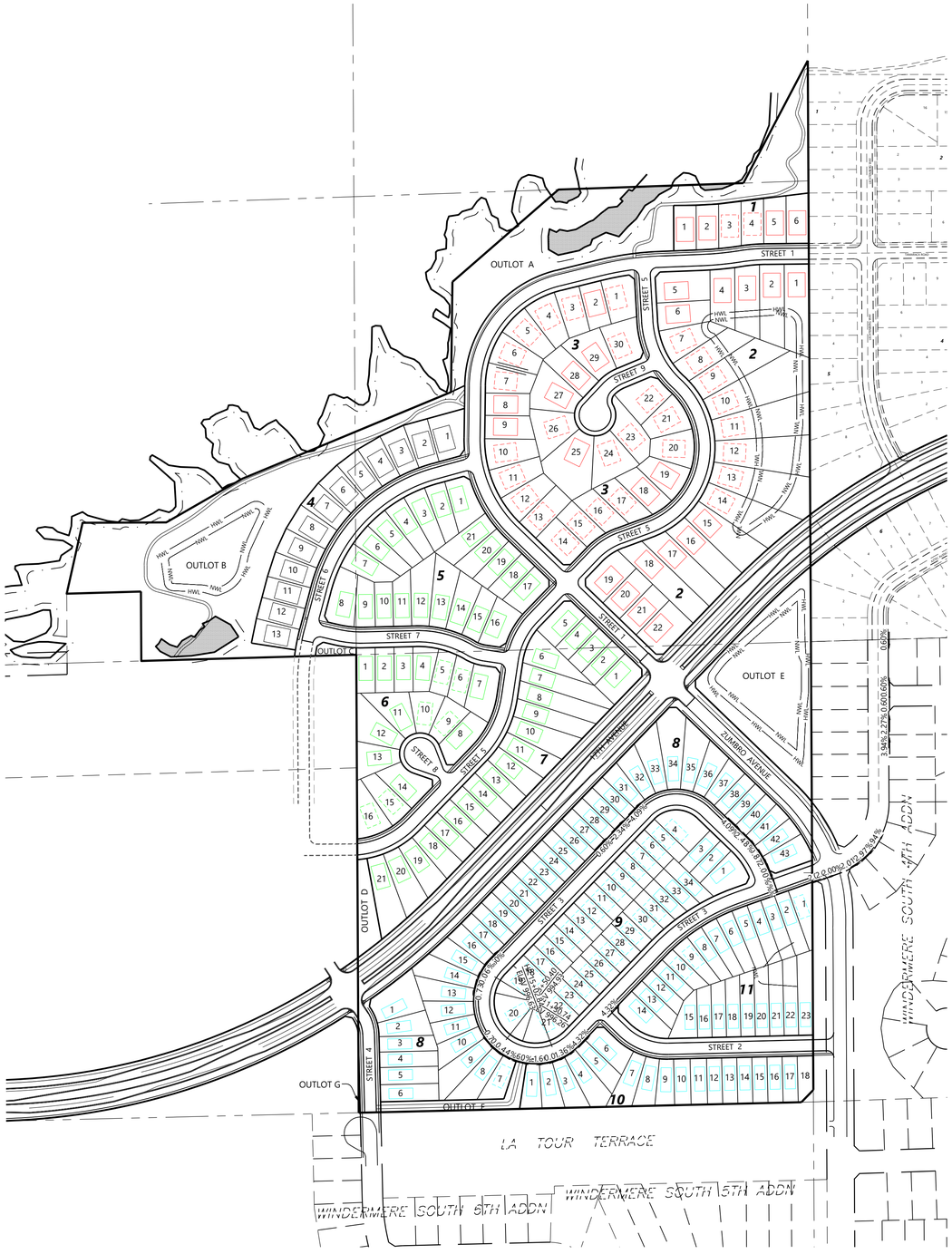
SHAKOPEE

January 2, 2025

0 0.05 0.1 mi

Bluff View PUD & Preliminary Plat Amendment

© 2024 Westwood Professional Services, Inc.



PROPOSED PROPERTY DESCRIPTION

That part of the North Half of the Northwest Quarter, that part of the Southwest Quarter of the Northwest Quarter, that part of the Southeast Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Southwest Quarter all in Section 14, Township 115 North, Range 23 West, Scott County, Minnesota, lying southeasterly of the following described line:

Commencing at the North Quarter corner of said Section 14; thence South 00 degrees 18 minutes 42 seconds East, assumed bearing along the east line of said North Half of the Northwest Quarter, a distance of 991.16 feet to the point of beginning of the line to be described; thence South 27 degrees 42 minutes 44 seconds West, a distance of 403.01 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 88 degrees 00 minutes 32 seconds West, along said north line a distance of 538.78 feet; thence South 48 degrees 56 minutes 59 seconds West, a distance of 409.28 feet; thence South 00 degrees 45 minutes 22 seconds West, a distance of 320.82 feet; thence South 67 degrees 26 minutes 45 seconds West, a distance of 657.15 feet; thence South 60 degrees 11 minutes 35 seconds West, a distance of 255.97 feet; thence South 89 degrees 42 minutes 07 seconds West, a distance of 243.61 feet; thence South 12 degrees 35 minutes 35 seconds West, a distance of 211.40 feet to the northwest corner of the East 216.0 feet of the West 698.0 feet of the South 202.0 feet of said Southwest Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 53 seconds East, along the west line of said East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter, a distance of 202.06 feet to the south line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

EXCEPTING THEREFROM

The East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter.

AND

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼) of said Section 14, thence running West thirty-five (35) feet, thence Northeasterly to a point thirty-five (35) feet North of the Southeast corner of said Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼), thence South thirty-five (35) feet to the place of beginning, all in Section fourteen (14), Township one hundred fifteen (115), Range twenty-three (23), now platted as part of Outlot B, WINDERMERE SOUTH 4TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

SITE DEVELOPMENT DATA

• EXISTING ZONING:	R-1B
• PROPOSED ZONING:	PUD
• OVERALL GROSS SITE AREA:	85.34± AC
MAJOR R/W (17TH AVE W):	5.08 AC
MAJOR R/W (ZUMBRO AVE):	1.01 AC
LOCAL STREETS R/W:	13.24 AC
PONDING HWL:	5.70 AC
BLUFF AREA:	0.92 AC
• NET SITE AREA:	59.39 AC
• REQ'D OPEN SPACE (15% OF NET):	8.94 AC
• PROJECT OPEN SPACE PROVIDED: (OUTLOT A, B & F LESS PONDING HWL (1.12AC))	9.54 AC
• DEVELOPMENT SUMMARY	
65' SINGLE FAMILY LOTS (BLKS 1, 2, 3):	58 LOTS
62' SINGLE FAMILY LOTS (BLK 4):	13 LOTS
52' SINGLE FAMILY LOTS (BLKS 5, 6, 7):	58 LOTS
42' SINGLE FAMILY LOTS (BLKS 8, 9, 10, 11):	118 LOTS
TOTAL SINGLE FAMILY LOTS:	247 LOTS
• PROJECT DENSITY:	
GROSS: (247 LOTS / 85.34 AC)	2.89± UN/AC
NET: (247 LOTS / 59.39 AC)	4.16± UN/AC

LOT STANDARDS

STANDARD	R-1B ZONING DISTRICT	65' SINGLE FAMILY	62' SINGLE FAMILY	52' SINGLE FAMILY	42' SINGLE FAMILY
MINIMUM LOT AREA	none listed	8,482 SF	8,190 SF	6,890 SF	5,070 SF
AVERAGE LOT AREA	-	13,305 SF	9,016 SF	9,635 SF	7,007 SF
MINIMUM LOT WIDTH	60' @ FRT SBK	65' @ FRT SBK	62' @ FRT SBK	52' @ FRT SBK	42' @ FRT SBK
MINIMUM CORNER WIDTH	60' @ FRT SBK	82.5' @ FRT SBK	81' @ FRT SBK	71' @ FRT SBK	61' @ FRT SBK
MINIMUM LOT DEPTH	100'	125'	130'	122'	120'
SETBACKS					
FRONT	25'	25'	25'	25'	25'
SIDE INTERIOR LOT	7.5'/7.5' (15' TOTAL)	7.5'/7.5' (15' TOTAL)	6'/6' (12' TOTAL)	6'/6' (12' TOTAL)	6'/6' (12' TOTAL)
SIDE CORNER LOT	25'	25'	25'	25'	25'
REAR	30'	30'	30'	30'	30'

DEVELOPMENT NOTES

1. ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.
5. STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.

OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA
A	OPEN SPACE	CITY	4.34 AC
B	OPEN SPACE / PONDING	CITY	5.94 AC
C	FUTURE DEVELOMENT	DEVELOPER	0.08 AC
D	FUTURE DEVELOPMENT	DEVELOPER	0.31 AC
E	PONDING	HOA	2.75 AC
F	OPEN SPACE / TRAIL	CITY	0.38 AC
G	FUTURE DEVELOPMENT	DEVELOPER	0.01 AC

SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL

1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

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BLUFF VIEW

DESIGNED: -
CHECKED: -
DRAWN: -
HORIZONTAL SCALE: 200'
VERTICAL SCALE: 40' OR 20'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 - -
2 - -
3 - -
4 - -
5 - -

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL PRELIMINARY PLAT

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 3 OF 24
DATE: 11/27/24

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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

(16" HIGH PRESSURE PIPELINE)

OUTLOT A
189,164 sf

Bluff Line
20' Bluff Setback
8' Trail
5' Sidewalk
STREET 1
STREET 5
STREET 9
R/W
BLUFF
20' Bluff Setback

1
1 8,588 sf
2 8,537 sf
3 8,522 sf
4 8,518 sf
5 8,880 sf
6 9,359 sf

2
1 18,704 sf
2 16,729 sf
3 14,495 sf
4 11,934 sf
5 13,922 sf
6 11,084 sf
7 12,182 sf
8 14,403 sf
9 19,768 sf

3
1 11,077 sf
2 8,598 sf
3 9,556 sf
4 10,845 sf
5 10,485 sf
6 10,808 sf
7
28 10,530 sf
29 13,119 sf
30 12,018 sf

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: .
CHECKED: .
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HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

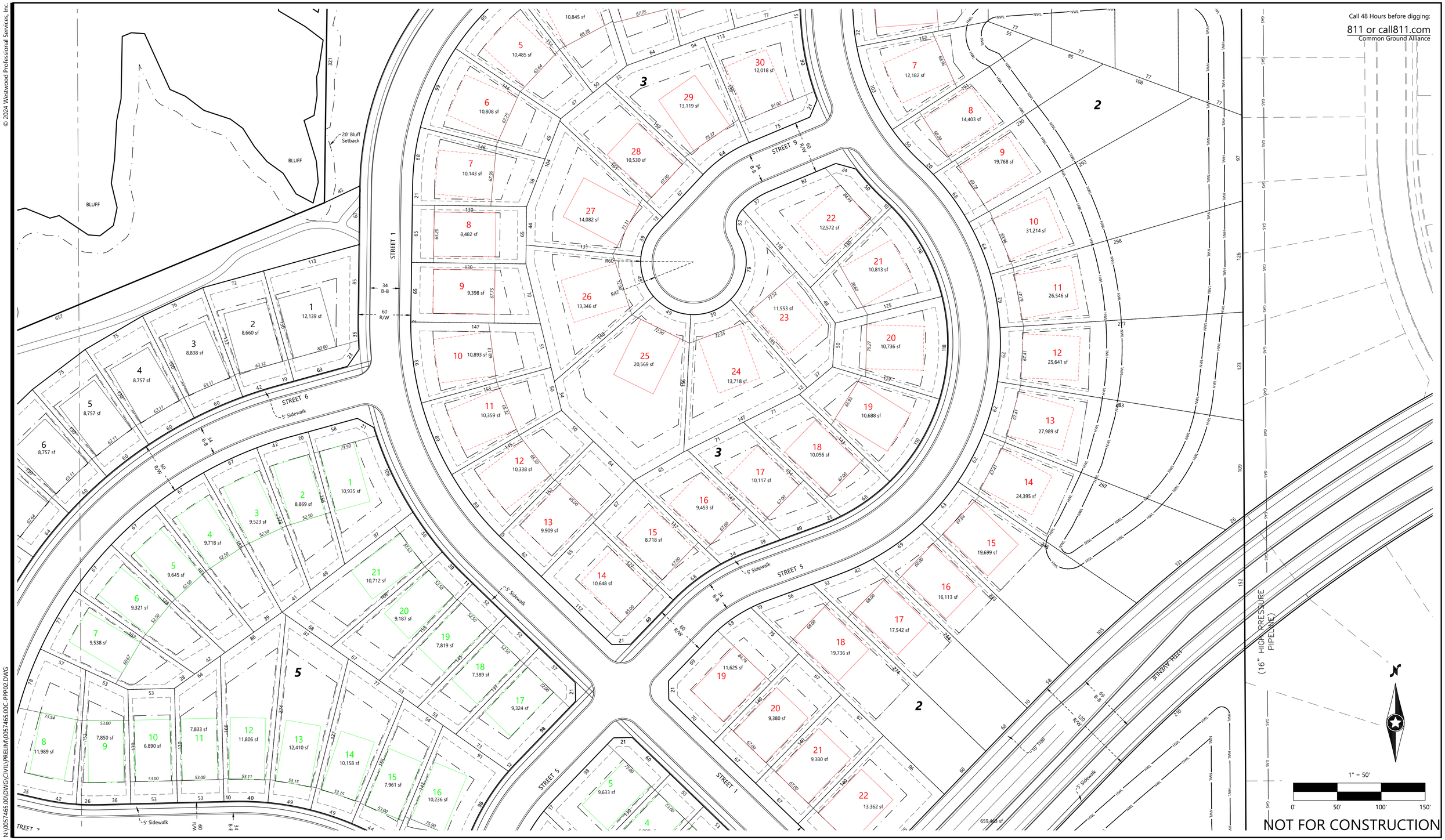
PRELIMINARY PLAT
DETAIL A

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 4 OF 24
DATE: 11/27/24

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BLUFF VIEW

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT
DETAIL B

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 5 OF 24
DATE: 11/27/24

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STREET 6
STREET 7
STREET 5
STREET 1
5' Sidewalk
Bluff Line
20' Bluff Setback
8' Trail
OUTLOT B
258,601 sf
OUTLOT C
3,373 sf
3
4
5
6
2
60 R/W
34 B-B

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
REVISIONS:
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3 . .
4 . .
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT
DETAIL C

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 6 OF 24
DATE: 11/27/24

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Common Ground Alliance

(16" HIGH PRESSURE GAS PIPELINE)

STREET 6
STREET 7
STREET 5
STREET 1
STREET 8
STREET 2
7TH AVENUE
ZUMBRO AVENUE
5' Sidewalk
10' Trail
OUTLOT C
3,373 sf
119
OUTLOT E
119,897 sf
659,463 sf
17,542 sf
1" = 50'
0' 50' 100' 150'
NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
REVISIONS:
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3 . .
4 . .
5 . .

PREPARED FOR:
SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT
DETAIL D

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 7 OF 24
DATE: 11/27/24

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Common Ground Alliance

STREET 5
17TH AVENUE
STREET 2
STREET 3
STREET 4
OUTLOT D
OUTLOT F
OUTLOT G
10' Trail
5' Sidewalk
FUTURE WELL
BLUFF VIEW

NOT FOR CONSTRUCTION

1" = 50'
0' 50' 100' 150'

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
REVISIONS:
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4 . .
5 . .

PREPARED FOR:
SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

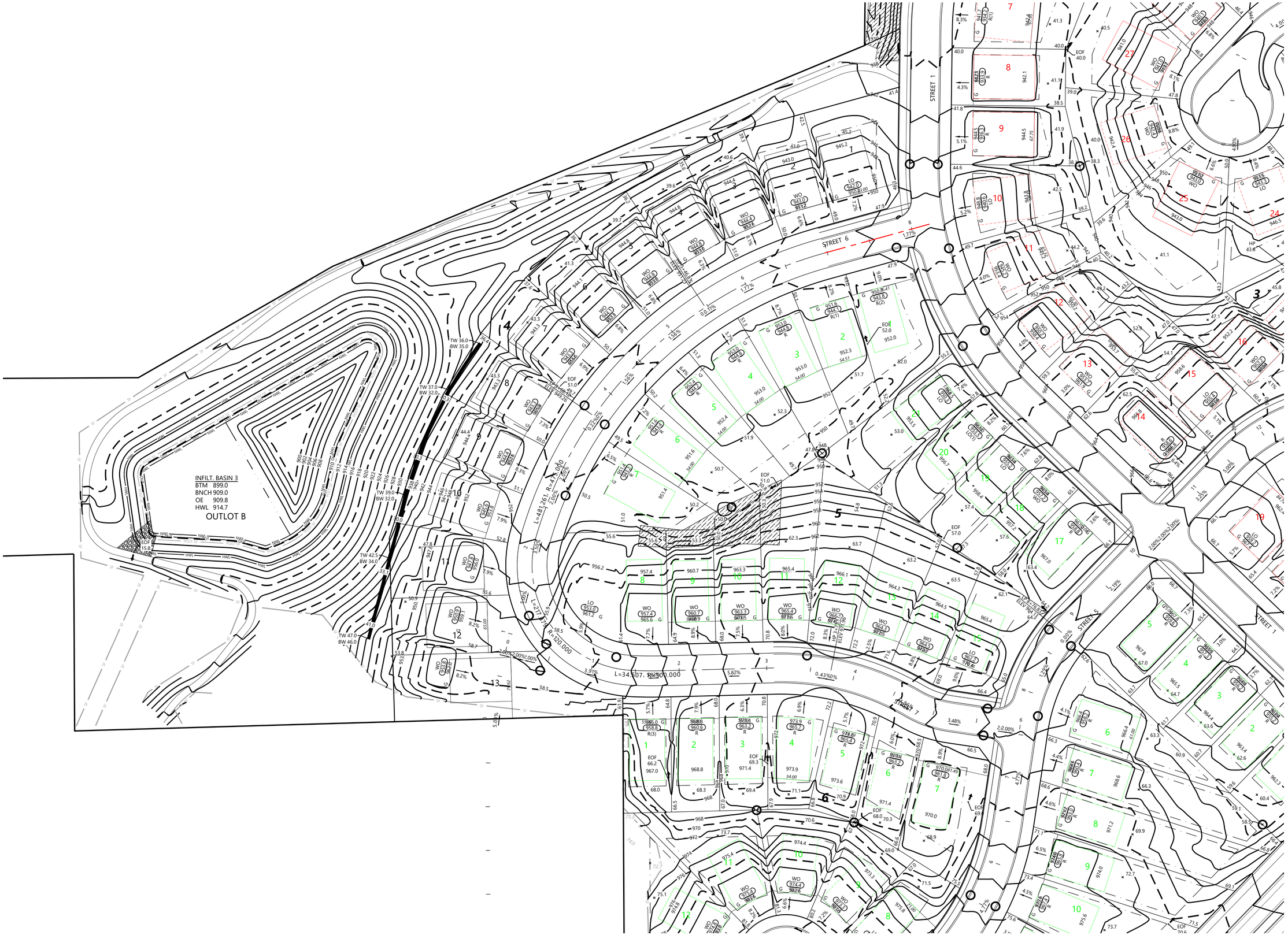
BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY PLAT
DETAIL E

PROJECT NUMBER: 0057465.00

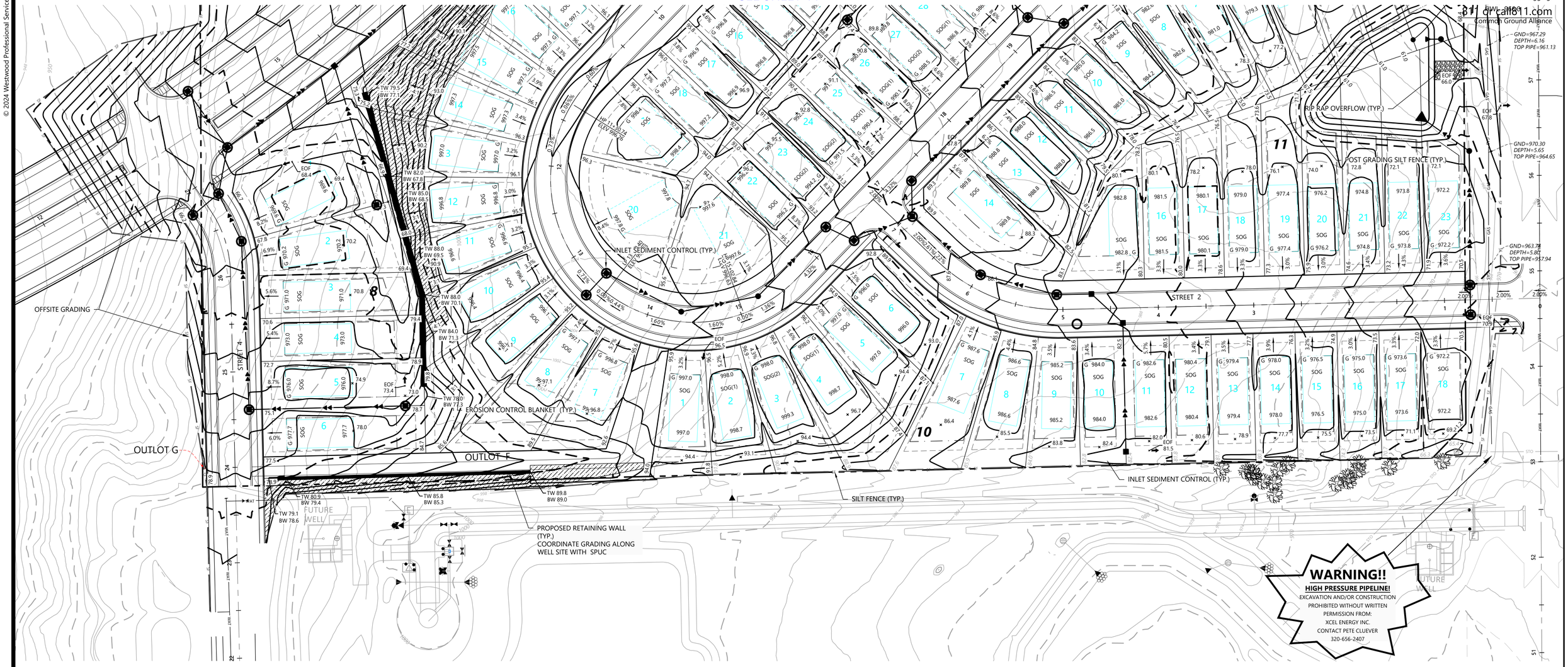
SHEET NUMBER: 8 OF 24
DATE: 11/27/24


INFILT. BASIN 3
BTM 899.0
BNCH 909.0
OE 909.8
HWL 914.7
OUTLOT B
STREET 1
STREET 6
STREET 5
STREET 7
L=481.261 R=445.000
L=34.507 R=2500.000
R=120.000
TW 36.0
BW 35.0
TW 37.0
BW 32.0
TW 39.0
BW 32.0
TW 42.5
BW 34.0
TW 47.0
BW 46.0
EOF 15.8
EOF 51.0
EOF 52.0
EOF 66.2
EOF 69.3
EOF 57.0
EOF 68.0
EOF 70.6
HP 43.6
ELEV=967.5
ELEV=967.5

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SEE SHEET 11

Call 48 Hours before digging:
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Common Ground Alliance



GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C_GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 10 OF 24
DATE: 11/27/24

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SEE SHEET 12

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

WARNING!!
HIGH PRESSURE PIPELINE!
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT WRITTEN PERMISSION FROM:
XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

STREET 1
STREET 2
STREET 3
17TH AVENUE
OUTLOT
INLET SEDIMENT CONTROL (TYP.)
ROCK CONSTRUCTION ENTRANCE (TYP.)
SILT FENCE (TYP.)
EROSION CONTROL BLANKET (TYP.)
OFFSITE GRADING
INFILT. BASIN 5
8INCH 961.0
OE 962.5
HWL 966.0
GND=968.10 DEPTH=6.55 TOP PIPE=961
GND=973.47 DEPTH=5.85 TOP PIPE=967.62
GND=967.29 DEPTH=6.16 TOP PIPE=961.13

SEE SHEET 10

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
× 900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 11 OF 24
DATE: 11/27/24

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SEE SHEET 13

SEE SHEET 15

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XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

16" HIGH PRESSURE PIPELINE

RIP RAP OVERFLOW (TYP.)

POST GRADING SILT FENCE (TYP.)

INLET SEDIMENT CONTROL (TYP.)

SILT FENCE (TYP.)

EROSION CONTROL BLANKET (TYP.)

INFILT. BASIN 2.1
BNCH 947.0
OE 947.9
HWL 952.3

GND=953.07
DEPTH=6.30
TOP PIPE=946.77

OUTLOT C

STREET 1

STREET 5

STREET 6

STREET 7

18TH AVENUE

ZUMBRO AVENUE

SEE SHEET 11

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
× 900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

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DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

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LAKEVILLE, MINNESOTA, 55044

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BLUFF VIEW
SHAKOPEE, MN

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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 12 OF 24
DATE: 11/27/24

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SEE SHEET 14

SEE SHEET 15

SEE SHEET 12

EROSION CONTROL BLANKET (TYP.)

BLUFF LINE (TYP.)

SILT FENCE (TYP.)

20' BLUFF SETBACK (TYP.)

INLET SEDIMENT CONTROL (TYP.)

PROPOSED RETAINING WALL (TYP.)

RIP RAP OVERFLOW (TYP.)

POST GRADING SILT FENCE (TYP.)

INFILT. BASIN 2
BNCH 926.5
OE 927.0
HWL 930.9

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GRADING LEGEND

EXISTING	PROPOSED	
SB-19	SB-19	PROPERTY LINE
980	980	SOIL BORING LOCATION
982	982	INDEX CONTOUR
900.00	900.00	INTERVAL CONTOUR
	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT

EXISTING	PROPOSED	
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

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BLUFF VIEW

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CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

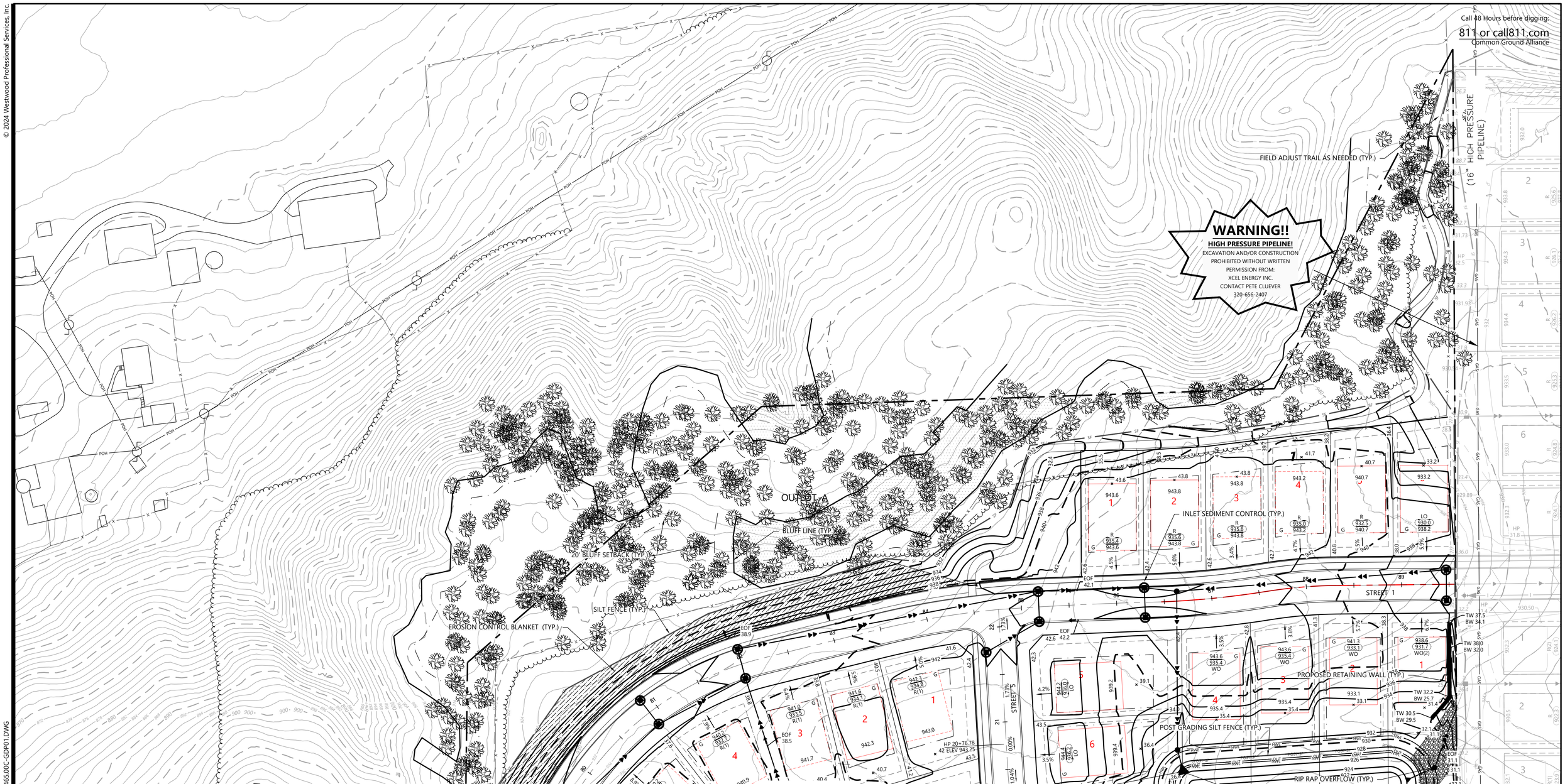
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PROJECT NUMBER: 0057465.00

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DATE: 11/27/24

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GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 14 OF 24
DATE: 11/27/24

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POST GRADING SILT FENCE (TYP.)
SILT FENCE (TYP.)
20' BLUFF SETBACK (TYP.)
BLUFF LINE (TYP.)
RIP RAP OVERFLOW (TYP.)
PROPOSED RETAINING WALL (TYP.)
FIELD ADJUST TRAIL AS NEEDED (TYP.)
INLET SEDIMENT CONTROL (TYP.)

INFILT. BASIN 3
BTM 899.0
BNCH 909.0
OE 909.8
HWL 914.3

OUTLOT B
OUTLOT C

TW 36.0
BW 35.0
TW 37.0
BW 32.0
TW 39.0
BW 32.0
TW 42.5
BW 34.0
TW 47.0
BW 46.0

STREET 6
STREET 7

SEE SHEET 13
SEE SHEET 12
SEE SHEET 12

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

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DRAWN:	DJW
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VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
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LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

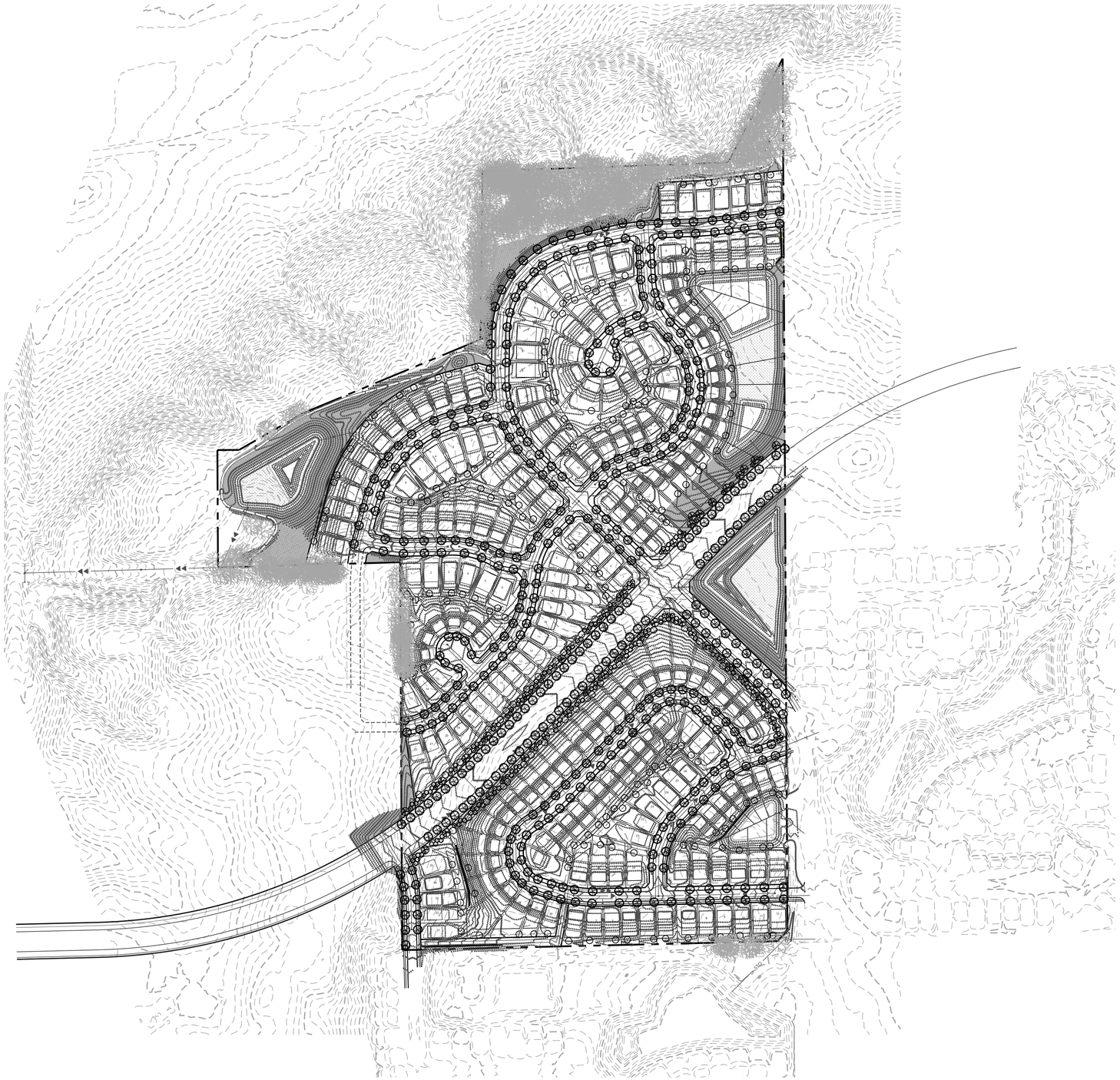
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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 15 OF 24
DATE: 11/27/24

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PRELIMINARY PLANT SCHEDULE

COMMON / BOTANICAL	SIZE	SPACING	MATURE SIZE
OVERSTORY DECIDUOUS TREES - 446			
River Birch / Betula nigra	2.5" Cal, BB, CLUMP	AS SHOWN	H 50`-70` W 50`
Skyline Honey Locust / Gleditsia triacanthos inermis 'Skyline'	2.5" Cal, BB	AS SHOWN	H 50` W 30`-35`
Swamp White Oak / Quercus bicolor	2.5" Cal, BB	AS SHOWN	H 50`-60` W 60`-80`
Red Oak / Quercus rubra	2.5" Cal, BB	AS SHOWN	H 50`-70` W 40`-50`
Northwood Red Maple / Acer rubrum 'Northwood'	2.5" Cal, BB	AS SHOWN	H 40`-60` W 40`
Autumn Blaze® Freeman Maple / Acer x freemanii 'Jeffersred'	2.5" Cal, BB	AS SHOWN	H 50`-60` W 40`
Sienna Glen® Maple / Acer x freemanii 'Sienna'	2.5" Cal, BB	AS SHOWN	H 40`-50` W 35`-40`
Frontyard® American Linden / Tilia americana 'Bailyard'	2.5" Cal, BB	AS SHOWN	H 60`-70` W 30`-40`
Boulevard American Linden / Tilia americana 'Boulevard'	2.5" Cal, BB	AS SHOWN	H 50`-60` W 25`-30`
Princeton American Elm / Ulmus americana 'Princeton'	2.5" Cal, BB	AS SHOWN	H 60` W 40`-50`
Accolade Elm / Ulmus japonica x wilsoniana 'Morton' TM	2.5" Cal, BB	AS SHOWN	H 70` W 40`-50`
EVERGREEN TREES - 123			
White Fir / Abies concolor	6` Ht, BB	AS SHOWN	H 40`-50` W 15`-30`
Norway Spruce / Picea abies	6` Ht, BB	AS SHOWN	H 50`-70` W 25`-30`
Black Hills Spruce / Picea glauca densata	6` Ht, BB	AS SHOWN	H 35`-45` W 20`-25`
Colorado Spruce / Picea pungens	6` Ht, BB	AS SHOWN	H 40`-60` W 15`-30`
White Pine / Pinus alba	6` Ht, BB	AS SHOWN	H 50`-80` W 25`-40`
Norway Pine / Pinus resinosa	6` Ht, BB	AS SHOWN	H 50`-80` W 30`-40`
Scotch Pine / Pinus sylvestris	6` Ht, BB	AS SHOWN	H 40`-60` W 30`-40`
ORNAMENTAL TREES - 57			
Autumn Brilliance Apple Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance'	2" Cal, BB, CLUMP	AS SHOWN	H 20`-25` W 15`-18`
Prairie Rose Crabapple / Malus x 'Prairie Rose'	2" Cal, BB	AS SHOWN	H 15`-25` W 10`-15`
Prairifire Crabapple / Malus x 'Prairifire'	2" Cal, BB	AS SHOWN	H 20` W 20`

OVERALL LANDSCAPE REQUIREMENTS

TOTAL TREES REQUIRED: 444 TREES

SINGLE FAMILY RESIDENTIAL REQUIREMENTS: 444 TREES
* EACH LOT SHALL HAVE A MINIMUM OF 2 NON-ORNAMENTAL TREES IN THE FRONT YARD. ONE MAY BE LOCATED IN REAR OR SIDE YARD DUE TO SPACE LIMITATIONS. (222 PROPOSED SINGLE FAMILY LOTS)

TREE REPLACEMENT REQUIREMENTS: 0 TREES
(SEE CALCULATIONS ON TREE PRESERVATION TABLE SHEET)

OVERALL LANDSCAPE PROVISIONS

TOTAL TREE REPLACEMENT PROVIDED:	848 TREES
* STREET TREES:	414 TREES
* OVERSTORY YARD TREES (BY HOMEBUILDER):	222 TREES
* BUFFER DECIDUOUS TREES:	32 TREES
* BUFFER EVERGREEN TREES:	123 TREES
* BUFFER ORNAMENTAL TREES:	57 TREES

NATIVE SEEDING LEGEND

DENOTES MESIC PRAIRIE
SOUTHEAST NATIVE MIX (35-641)
TOTAL AREA (6.3 AC)

DENOTES WET MEADOW SOUTH &
WEST NATIVE MIX (34-271)
TOTAL AREA (3.5 AC)

* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE
* TURF WITHIN R/W TO BE HYDROSEEDED.
* SEE CITY OF SHAKOPEE 3 YEAR NATIVE PLANT SEEDING & MAINTENANCE PLAN REQUIREMENTS BEFORE BEGINNING WORK.

NOTES:

1. STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
2. TREES SHALL BE PLANTED IN FRONT OF SINGLE FAMILY LOTS 4'-1/2" FROM BACK OF CURB IN A LOCATION THAT DOES NOT INTERFERE WITH CURBSTOPS OR INDIVIDUAL SEWER & WATER CONNECTIONS.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5' OFF ANY UTILITY PIPE AND CONIFEROUS TREES TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE.
5. NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT.
6. NO TREES SHOULD BE LOCATED WITHIN A STORM POND HWL.
7. NO TREES SHOULD BE LOCATED WITHIN STORM POND ACCESS ROUTE.
8. NO DECIDUOUS TREE WITH 5' OF A SIDEWALK OR TRAIL AND NO CONIFEROUS TREES WITHIN 20' OF A PROPOSED SIDEWALK OR TRAIL.

PLANT LEGEND

OVERSTORY DECIDUOUS STREET TREES
BUFFER OVERSTORY DECIDUOUS TREES
FUTURE YARD OVERSTORY DECIDUOUS TREES
BUFFER EVERGREEN TREES
SMALL OVERSTORY TREES
EXISTING CONIFEROUS TREE TO REMAIN
EXISTING DECIDUOUS TREE TO REMAIN

1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
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HORIZONTAL SCALE: 200.000001'
VERTICAL SCALE: 40' OR 20'

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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 47 OF 62
DATE: 11/28/22

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PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- BUFFER OVERSTORY DECIDUOUS TREES
- FUTURE YARD OVERSTORY DECIDUOUS TREES
- BUFFER EVERGREEN TREES
- SMALL OVERSTORY TREES
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50.000005'
VERTICAL SCALE: 10' OR 5'

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REVISIONS:
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LAKEVILLE, MINNESOTA, 55044

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BLUFF VIEW
SHAKOPEE, MN

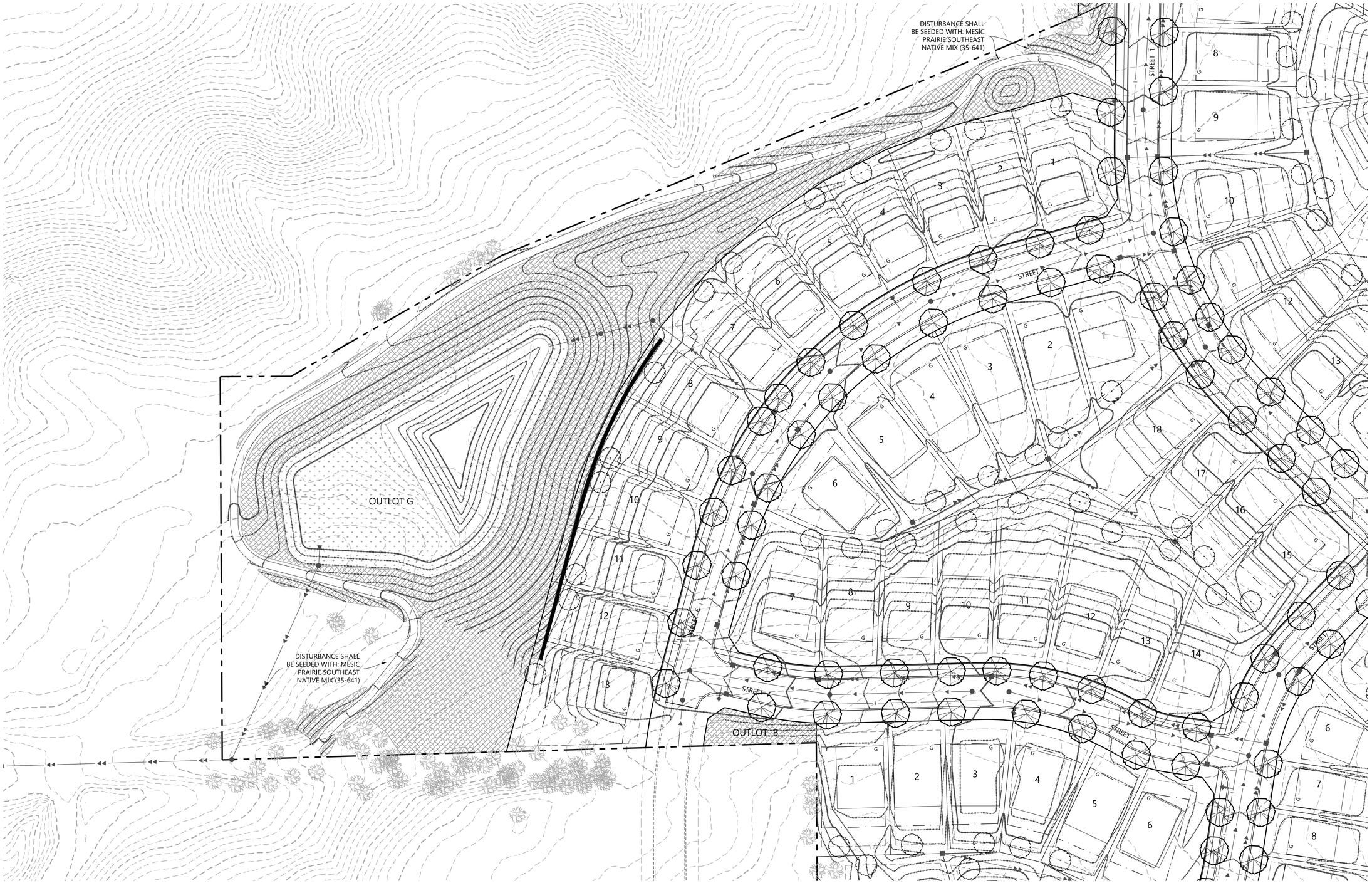
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Toll Free (888) 937-5150 | westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 48 OF 62
DATE: 11/28/22

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PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- BUFFER OVERSTORY DECIDUOUS TREES
- FUTURE YARD OVERSTORY DECIDUOUS TREES
- BUFFER EVERGREEN TREES
- SMALL OVERSTORY TREES
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: -
CHECKED: -
DRAWN: -
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
1 - -
2 - -
3 - -
4 - -
5 - -

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 49 OF 62
DATE: 11/28/22

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DISTURBANCE SHALL BE SEEDED WITH: MESIC PRAIRIE SOUTHEAST NATIVE MIX (35-641)

STREET 1

STREET 2

STREET 3

STREET 4

STREET 5

17TH AVENUE

PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- BUFFER OVERSTORY DECIDUOUS TREES
- FUTURE YARD OVERSTORY DECIDUOUS TREES
- BUFFER EVERGREEN TREES
- SMALL OVERSTORY TREES
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0035169.00\DWG\CIVIL\PRELIM\0035169.00C-PLP01.DWG

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

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PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 50 OF 62

DATE: 11/28/22

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OUTLOT D

STREET 1
STREET 2
STREET 3
STREET 4
STREET 5
STREET 6
STREET 7
STREET 8
ZUMBRO AVENUE
117TH AVENUE

PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- BUFFER OVERSTORY DECIDUOUS TREES
- FUTURE YARD OVERSTORY DECIDUOUS TREES
- BUFFER EVERGREEN TREES
- SMALL OVERSTORY TREES
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
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4 . .
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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DATE: 11/28/22 LICENSE NO. 53774

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PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 51 OF 62
DATE: 11/28/22

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17TH AVENUE
STREET 1
STREET 2
STREET 3
STREET 4
OUTLOT C
OUTLOT E
T F
STO

PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- BUFFER OVERSTORY DECIDUOUS TREES
- FUTURE YARD OVERSTORY DECIDUOUS TREES
- BUFFER EVERGREEN TREES
- SMALL OVERSTORY TREES
- EXISTING CONIFEROUS TREE TO REMAIN
- EXISTING DECIDUOUS TREE TO REMAIN

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
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PREPARED FOR:

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LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

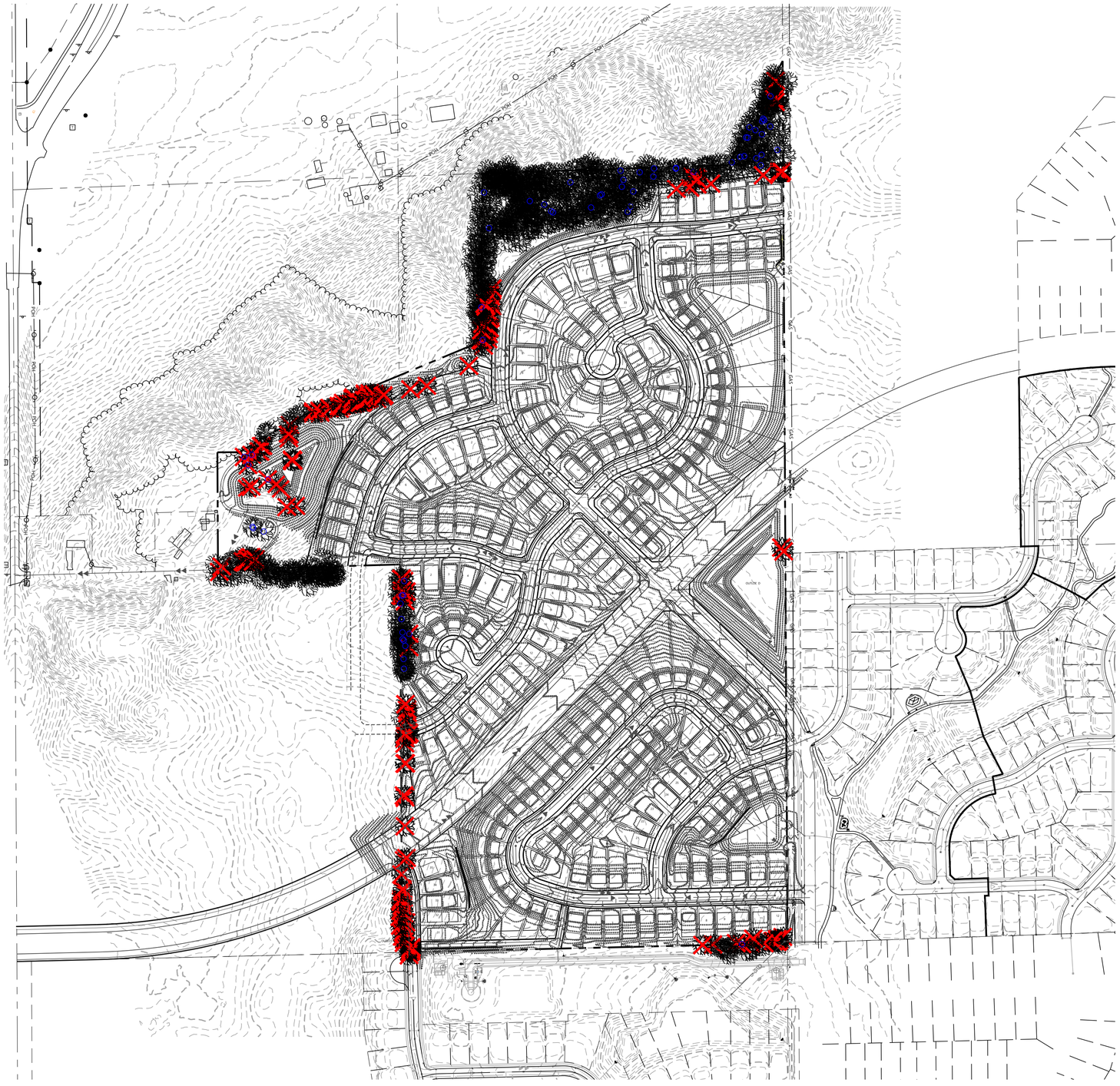
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PRELIMINARY LANDSCAPE PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 52 OF 62
DATE: 11/28/22

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TREE PRESERVATION REGULATIONS

COMMON TREE:
POPLAR; RED MAPLE; ASH; ELM; CEDAR; MULBERRY; BALSAM FIR; BIRCH; PINE; SPRUCE; TAMARACK; BLACK LOCUST; OR OTHER FAST GROWING DECIDUOUS TREES NOT LISTED AS AN EXCEPTIONAL TREE. TREES THAT ARE NOT INCLUDED IN OVERALL TREE INVENTORY AND ARE NOT REQUIRED TO BE REPLACED ARE ASH, BUCKTHORN, WILLOW, FRUIT TREES, COTTONWOOD.

EXCEPTIONAL TREE:
OAK; HICKORY; BASSWOOD; SUGAR MAPLE; BLACK MAPLE; CHERRY; CATALPA; WALNUT; HACKBERRY; HORNBEAM; COFFEE TREE; BUTTERNUT; BUCKEYE; OR HORSE CHESTNUT.

HIGH PRIORITY TREE:
AN EXCEPTIONAL TREE 15 INCHES DBH OR GREATER, OR ANY TREE THE CITY HAS A STRONG DESIRE TO PRESERVE AND IS DECLARED HEALTHY BY THE CITY'S STAFF.

SIGNIFICANT TREE:
A LIVING SPECIMEN OF A WOODY PLANT SPECIES THAT IS EITHER AN EXCEPTIONAL TREE WHOSE DIAMETER IS 4 INCHES OR GREATER DBH; A COMMON TREE WHOSE DIAMETER IS SIX INCHES OR GREATER DBH, OR A MULTI-STEM TREE WITH 2 OR MORE STEMS MEASURING FOUR INCHES OR GREATER IN DIAMETER MEASURED ABOVE THE ROOT COLLAR.

HAZARD TREE:
A TREE POSING A THREAT TO PROPERTY OR PEOPLE THAT HAS VISIBLE HAZARDOUS DEFECTS SUCH AS DEAD WOOD, CRACKS, WEAK BRANCH UNIONS, DECAY, CANKERS, ROOT PROBLEMS, OR POOR TREE ARCHITECTURE AS DEFINED BY THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, NORTHEASTERN AREA'S PUBLICATION HOW TO RECOGNIZE HAZARDOUS DEFECTS IN TREES (NA-FR-01-96).

TREE PRESERVATION CALULATIONS

TREE PRESERVATION	
TOTAL ONSITE SIGNIFICANT CALIPER INCHES:	6,413 CAL IN.
ALLOWABLE TREE REMOVAL:	2,886 CAL IN.
RESIDENTIAL BUILDINGS 6 UNIS OR LESS (30%)	1,924 CAL IN.
INFRASTRUCTURE REMOVALS (up to 15%)	961.95 CAL IN.
ACTUAL TREE REMOVAL:	2,453 CAL IN.
RESIDENTIAL COMMON TREE REMOVAL (1:1)	1,056 CAL IN.
RESIDENTIAL EXCEPTIONAL TREE REMOVAL (1:1)	169 CAL IN.
HIGH PRIORITY TREE REMOVAL (1: 1.5)	295.5 CAL IN.
INFRASTRUCTURE TREE REMOVAL (1:1.5)	932 CAL IN.
TOTAL CALIPER INCHES TO BE REPLACED:	0 CAL IN.
TREE REPLACEMENT REQUIRED:	0 TREES
ALL REPLACEMENT TREES SHALL COUNT AS 2 in. OF THE REMOVED DBH	
ACTUAL TREE SAVED CREDIT:	1288 TREES
RESIDENTIAL COMMON TREE SAVED (1:1)	192 TREES
RESIDENTIAL EXCEPTIONAL TREE SAVED (1:4)	744 TREES
RESIDENTIAL HIGH PRIORITY TREE SAVED (1:8)	352 TREES
*30% OF TREE REPLACEMENT CAN COME FROM TREE CREDIT	NA TREES
FINAL TREE REPLACEMENT REQUIRED:	**0 TREES**

LEGEND

- DENOTES EXISTING CONIFEROUS TREE TO REMAIN
- DENOTES EXISTING DECIDUOUS TREE TO REMAIN
- DENOTES EXISTING CONIFEROUS TREE TO BE REMOVED
- DENOTES EXISTING DECIDUOUS TREE TO BE REMOVED
- DENOTES HIGH PRIORITY TREE
- DENOTES HIGH PRIORITY TREE TO BE REMOVED
- SF — DENOTES SILT FENCE / GRADING & DISTURBANCE LIMIT

1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

BLUFF VIEW

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DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 200.000001'
VERTICAL SCALE: 40' OR 20'

INITIAL ISSUE: 11/28/22
REVISIONS:
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5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
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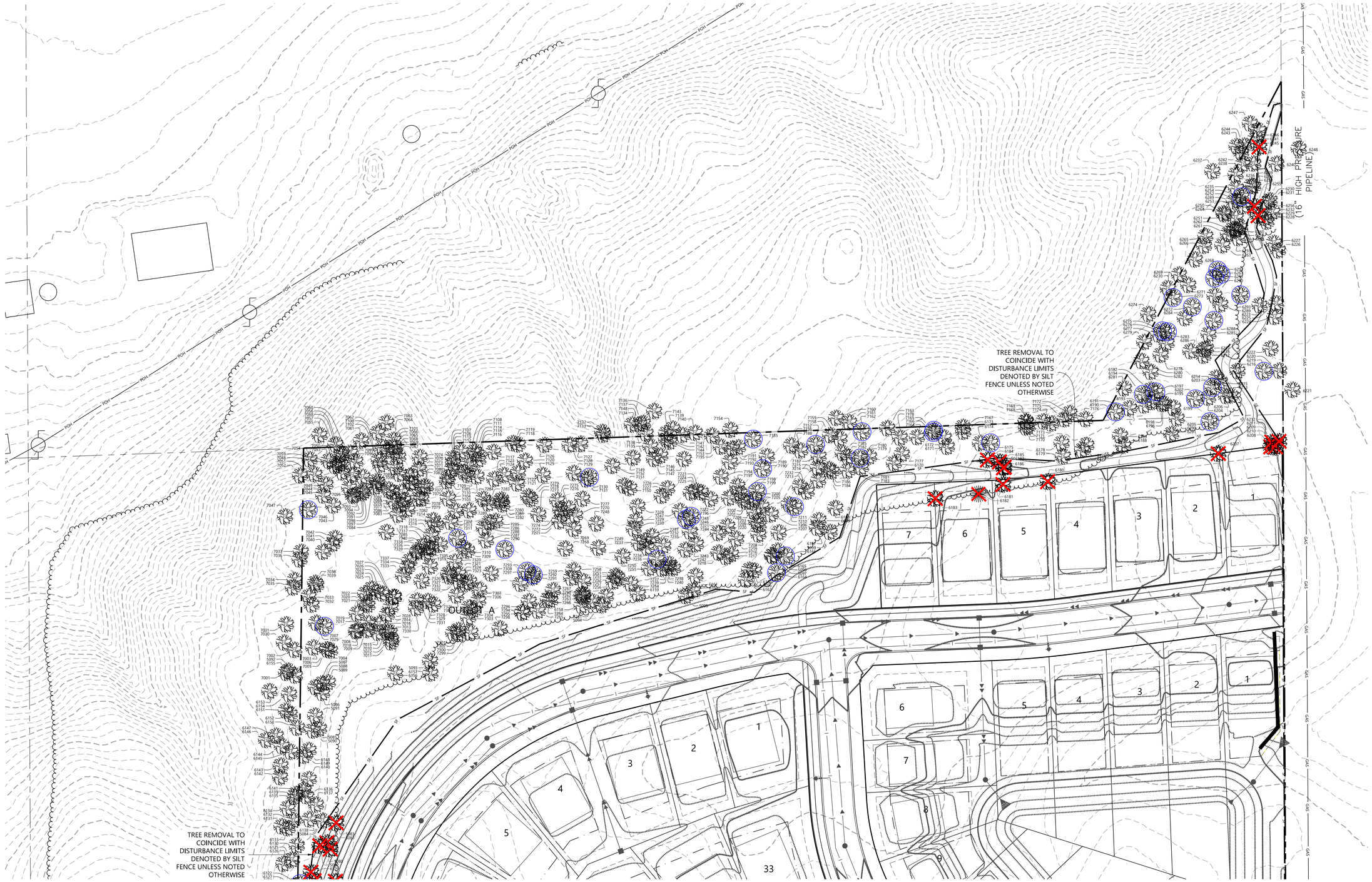
OVERALL TREE PRESERVATION PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 54 OF 62
DATE: 11/28/22

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LEGEND

- DENOTES EXISTING CONIFEROUS TREE TO REMAIN
- DENOTES EXISTING DECIDUOUS TREE TO REMAIN
- DENOTES EXISTING CONIFEROUS TREE TO BE REMOVED
- DENOTES EXISTING DECIDUOUS TREE TO BE REMOVED
- DENOTES HIGH PRIORITY TREE
- DENOTES HIGH PRIORITY TREE TO BE REMOVED
- SF — DENOTES SILT FENCE / GRADING & DISTURBANCE LIMIT

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/28/22 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
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TREE PRESERVATION PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 55 OF 62
DATE: 11/28/22

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TREE REMOVAL TO COINCIDE WITH DISTURBANCE LIMITS DENOTED BY SILT FENCE UNLESS NOTED OTHERWISE

OUTLOT G

OUTLOT B

TREE REMOVAL TO

LEGEND

- DENOTES EXISTING CONIFEROUS TREE TO REMAIN
- DENOTES EXISTING DECIDUOUS TREE TO REMAIN
- DENOTES EXISTING CONIFEROUS TREE TO BE REMOVED
- DENOTES EXISTING DECIDUOUS TREE TO BE REMOVED
- DENOTES HIGH PRIORITY TREE
- DENOTES HIGH PRIORITY TREE TO BE REMOVED
- SF — DENOTES SILT FENCE / GRADING & DISTURBANCE LIMIT

1" = 50'

0' 50' 100' 150'

NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/28/22
REVISIONS:
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PREPARED FOR:

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LAKEVILLE, MINNESOTA, 55044

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TREE PRESERVATION PLAN

PROJECT NUMBER: 0035169.00

SHEET NUMBER: 56 OF 62

DATE: 11/28/22

PHASE I

PHASE II

OUTLOT A

OUTLOT B

OUTLOT C

OUTLOT D

OUTLOT E

OUTLOT G

STREET 1

STREET 2

STREET 3

STREET 4

STREET 5

STREET 6

STREET 7

STREET 8

STREET 9

ZUMBRO AVENUE

HWL

NWL

0.60%

2.34%

4.09%

2.48%

2.00%

2.97%

0.73%

0.06%

0%

0.70%

0.44%

1.60%

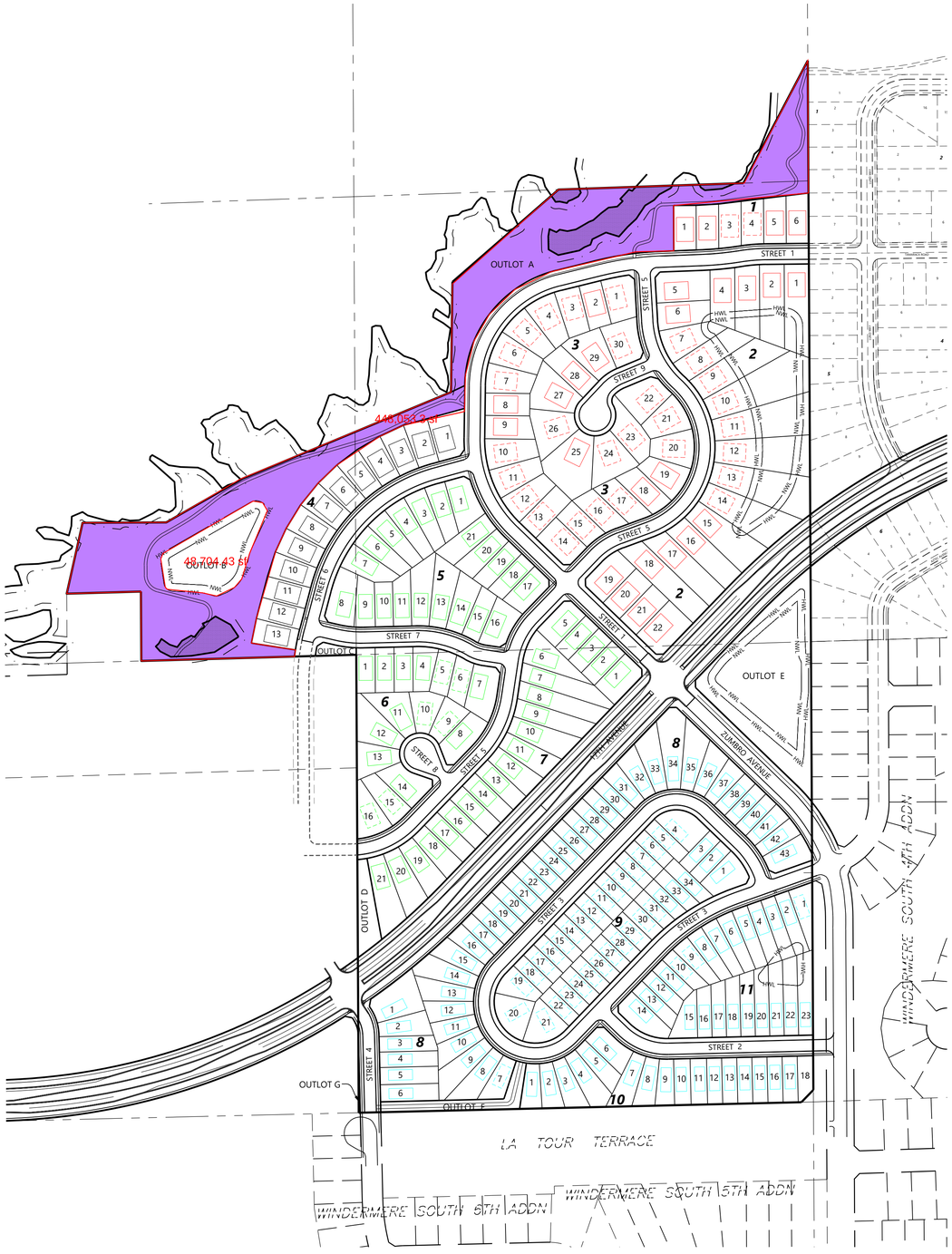
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36%

4.32%

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OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA
A	OPEN SPACE	CITY	4.34 AC
B	OPEN SPACE / PONDING	CITY	5.94 AC
C	FUTURE DEVELOMENT	DEVELOPER	0.08 AC
D	FUTURE DEVELOPMENT	DEVELOPER	0.31 AC
E	PONDING	HOA	2.75 AC
F	OPEN SPACE / TRAIL	CITY	0.38 AC
G	FUTURE DEVELOPMENT	DEVELOPER	0.01 AC

DEDICATED OPEN SPACE

- OVERALL GROSS SITE AREA: 85.34± AC
  - MAJOR R/W (17TH AVE W): 5.08 AC
  - MAJOR R/W (ZUMBRO AVE): 1.01 AC
  - LOCAL STREETS R/W: 13.24 AC
  - PONDING HWL: 5.70 AC
  - BLUFF AREA: 0.92 AC
- NET SITE AREA: 59.39 AC
- REQ'D OPEN SPACE (15% OF NET): 8.91 AC
- PROJECT OPEN SPACE PROVIDED: 9.16 AC
  (OUTLOT A, & B LESS PONDING HWL (1.12AC))

PROJECT OPEN SPACE PROVIDED

1" = 200'
0' 200' 400' 600'

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BLUFF VIEW

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: 200'
VERTICAL SCALE:

INITIAL ISSUE: 12/10/2024
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

DATE: _____ LICENSE NO. _____

BLUFF VIEW
SHAKOPEE, MN

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Westwood Professional Services, Inc.

OPEN SPACE EXHIBIT

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 1 OF 1
DATE: 12/10/2024

SITE DEVELOPMENT FOR D.R. HORTON

65' SINGLE FAMILY (HORTON PRODUCT)
58 TOTAL LOTS
PADS: 50' X 65'

FRONT SBK	25'
CORNER SBK	25' (82.5' WIDE LOT)
SIDE YARD SBK	7.5'/7.5'; 15' TOTAL
REAR SBK	30'

62' SINGLE FAMILY (FREEDOM SERIES 3-CAR)
13 TOTAL LOTS
PADS: 50' X 70' TARGET PAD DEPTH

FRONT SBK	25'
CORNER SBK	25' (81' WIDE LOT)
SIDE YARD SBK	6'/6''; 12' TOTAL
REAR SBK	30'

52' SINGLE FAMILY (FREEDOM SERIES 2-CAR)
58 TOTAL LOTS
PADS: 40' X 70' TARGET PAD DEPTH

FRONT SBK	25'
CORNER SBK	25' (71' WIDE LOT)
SIDE YARD SBK	6'/6''; 12' TOTAL
REAR SBK	30'

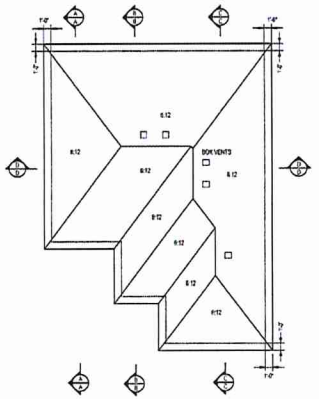
42' SINGLE FAMILY (ALL SLAB PRODUCT)
118 TOTAL LOTS
PADS: 30' X 65' (120' DEEP)

FRONT SBK	25'
CORNER SBK	25' (61' WIDE LOT)
SIDE YARD SBK	6'/6''; 12' TOTAL
REAR SBK	30'



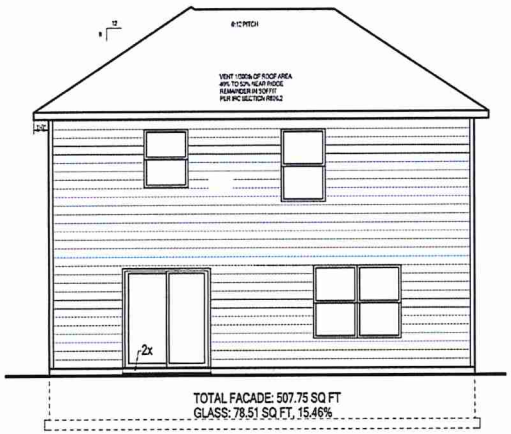


C305 'EDEN'
ELEVATION A



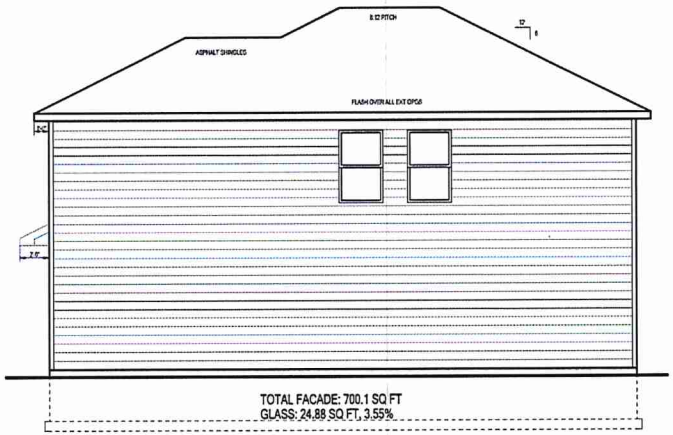
ROOF PLAN
1/4"=1'-0"

SIDING LEGEND	
REF	PRODUCT
A	LAP SIDING "A"
B	LAP SIDING "B"
C	BOARD-N-BATTEN
D	5" TRIM - VINYL LINEAL
E	6 1/2" VINYL BEAD BD



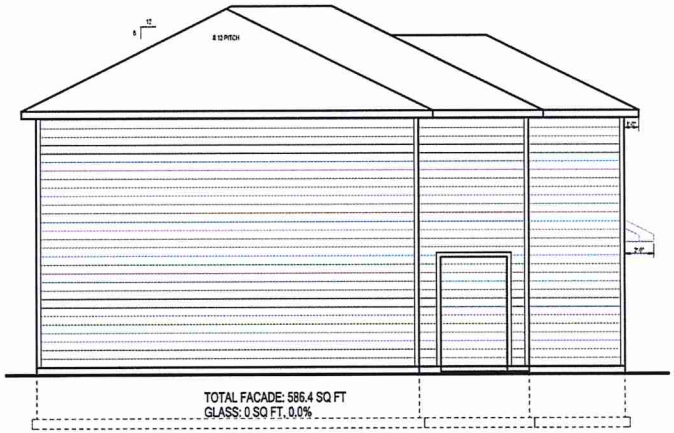
TOTAL FACADE: 507.75 SQ FT
GLASS: 78.51 SQ FT, 15.46%

EDEN REAR



TOTAL FACADE: 700.1 SQ FT
GLASS: 24.88 SQ FT, 3.55%

EDEN-RIGHT ELEVATION



TOTAL FACADE: 586.4 SQ FT
GLASS: 0 SQ FT, 0.0%

EDEN-LEFT ELEVATION

C305 'EDEN' A FRONT

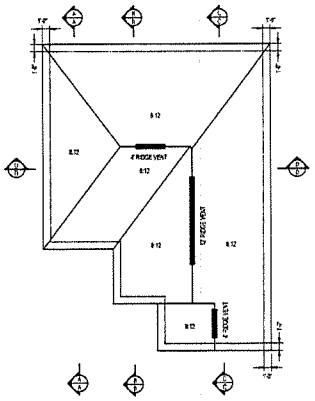
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Express HOMES
A D.R. HORTON COMPANY
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MN 55044 (952)985-7272

C305 EDEN - A FRONT	1.0
PROP: HOUSTON/CAROLINAS	
MN DRAWN: 7-1-24-LL	X
REVISED: 8-17-24-LL	
REVISED: 10-7-24-LL	

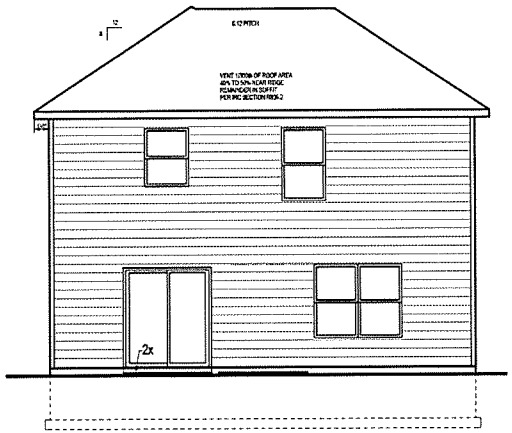


EDEN
ELEVATION B

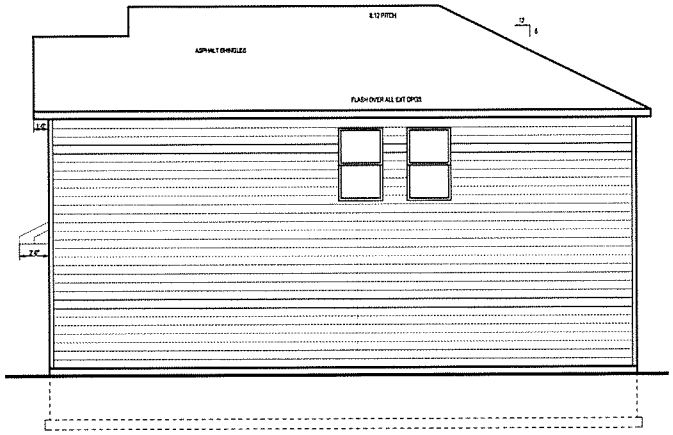


ROOF PLAN
1/4"=1'-0"

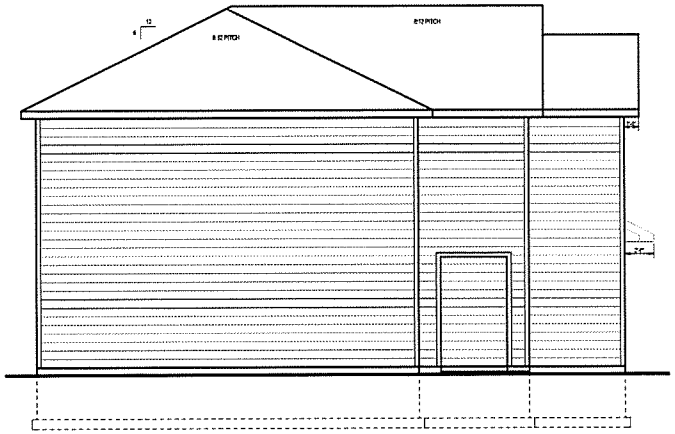
SIDING LEGEND	
REF	PRODUCT
Ⓐ	LAP SIDING "A"
Ⓑ	SHAKES
Ⓒ	BOARD-N-BATTEN
Ⓓ	5" TRIM - VINYL LINEAL
Ⓔ	6 1/2" VINYL BEAD BD



EDEN REAR
ELEVATION B



EDEN-RIGHT ELEVATION
ELEVATION B



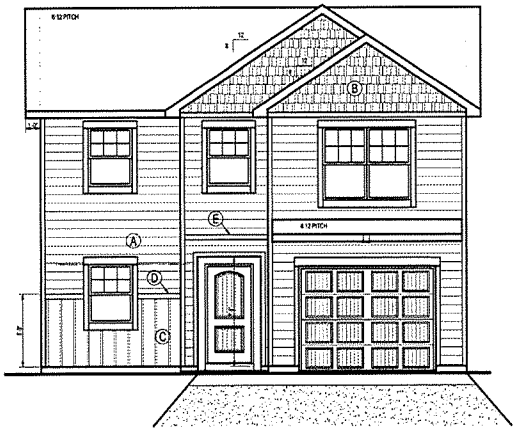
EDEN-LEFT ELEVATION
ELEVATION B

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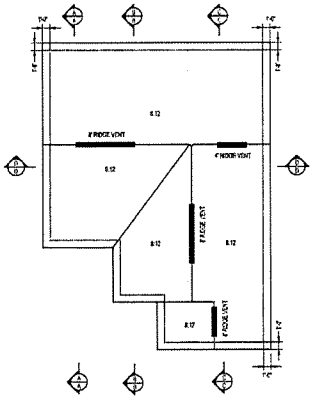
C305 'EDEN' B FRONT

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10800 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MN 55044 (952)985-7272

SHT:	
C305 EDEN - B FRONT	1.0
DRAWN: 7-17-24-LL	
REVISED: 8-17-24-LL	X
REVISED: 10-7-24-LL	

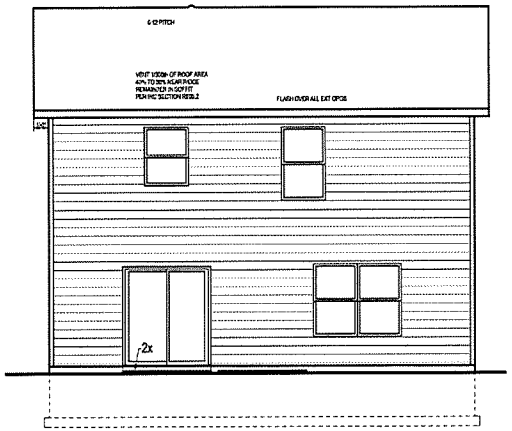


EDEN
ELEVATION C

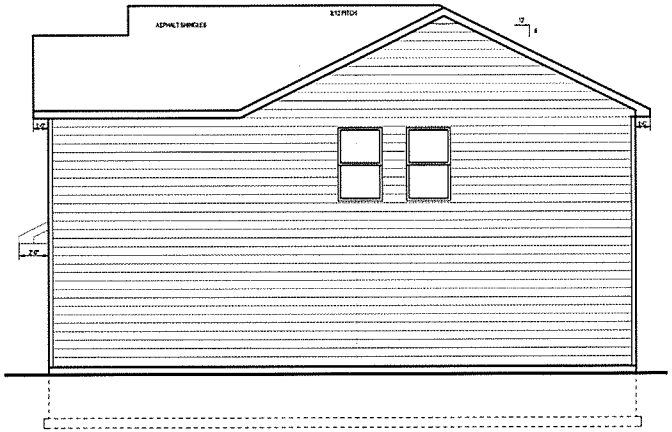


ROOF PLAN
1/4"=1'-0"

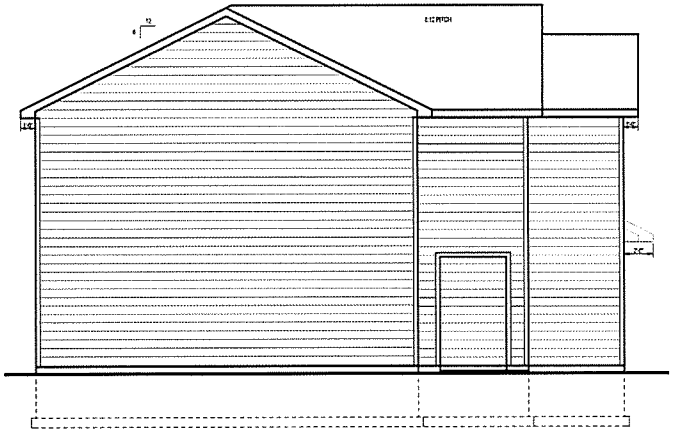
SIDING LEGEND	
REF	PRODUCT
(A)	LAP SIDING "A"
(B)	SHAKES
(C)	BOARD-N-BATTEN
(D)	5" TRIM - VINYL LINEAL
(E)	6 1/2" VINYL BEAD BD



EDEN REAR
ELEVATION C



EDEN-RIGHT ELEVATION
ELEVATION C



EDEN-LEFT ELEVATION
ELEVATION C

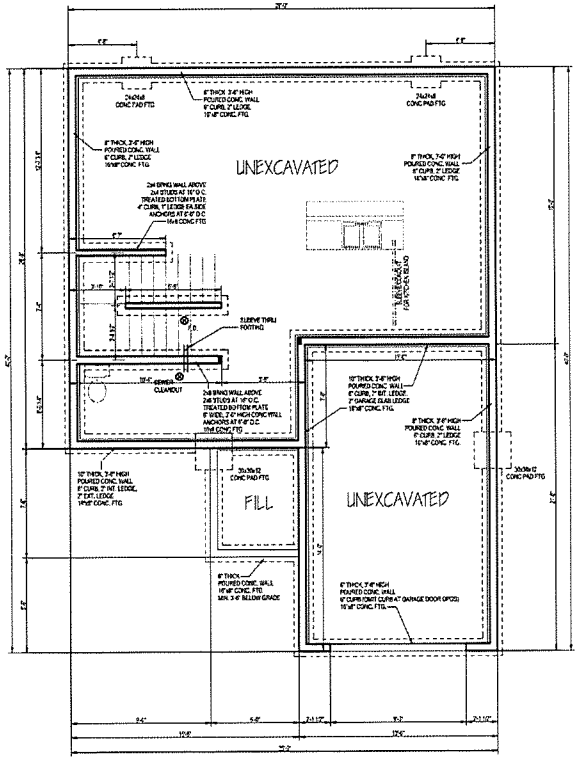
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C305 'EDEN' C FRONT

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UNIT	C305 EDEN-C FRONT
MILDRAWN	2-1-24-LL
REVISED	8-17-24-LL
REVISED	10-17-24-LL

1.0
X



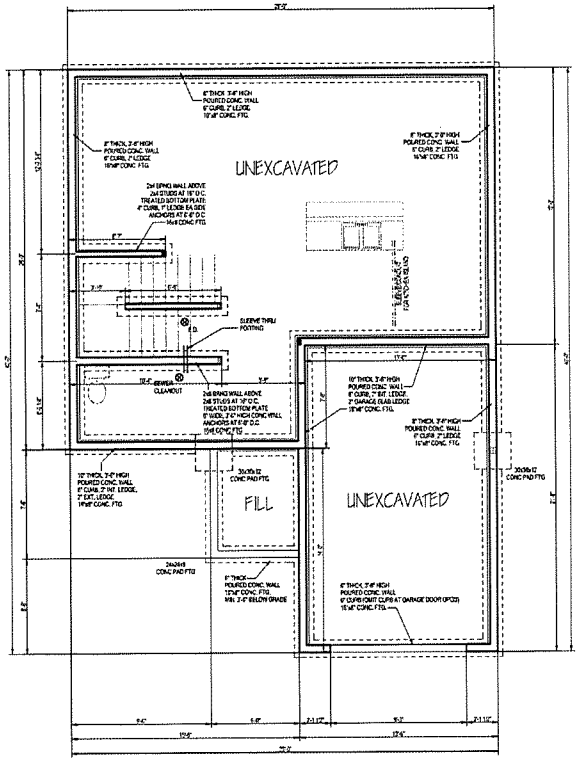
FOUNDATION PLAN
1/4"=1'-0"

C305 'EDEN'

A AND B FRONT

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C305 EDEN	3.0
FROM HOUSTON NC 4-ROLINAS	
MN DRAWN 7-17-24-LL	X
REVISED 7-17-24-LL	



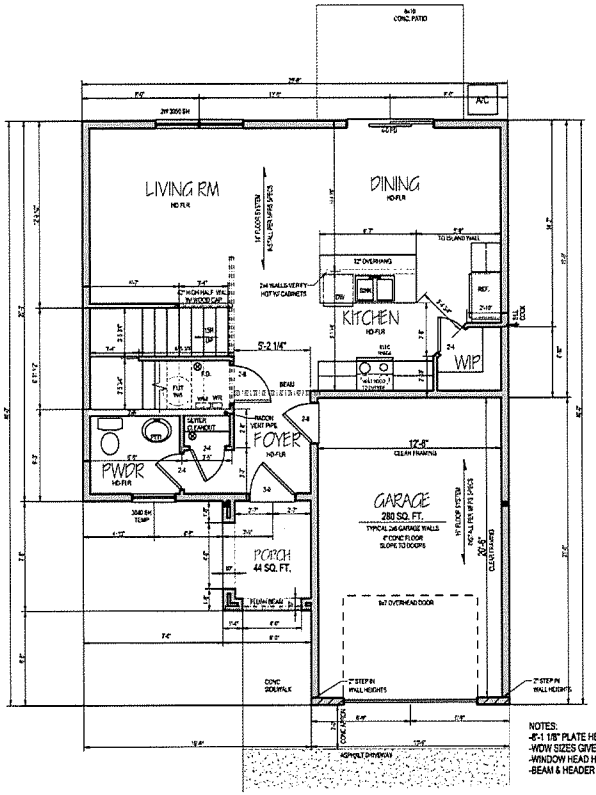
FOUNDATION PLAN
1/4"=1'-0"

C305 'EDEN'

C FRONT

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C305 EDEN -C FRONT	3.0
MID DRAKE 7-17-24 LL	
REVISED 8-17-24 LL	
REVISED 10-7-24 LL	X

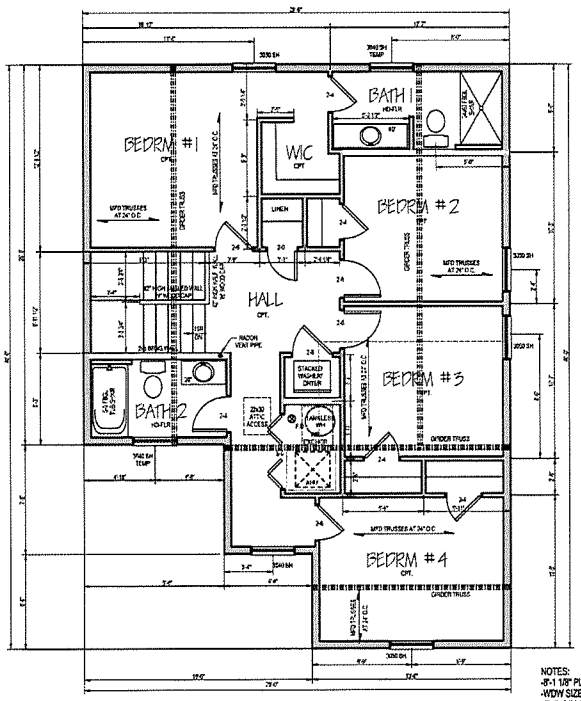


NOTES:
-F-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-WINDOW HEAD HEIGHT AT 8'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

662 SQ. FT.
INCLUDING MECH ROOM

1ST FLOOR PLAN

1/4"=1'-0"



NOTES:
-F-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

930 SQ. FT.

2ND FLOOR PLAN

1/4"=1'-0"

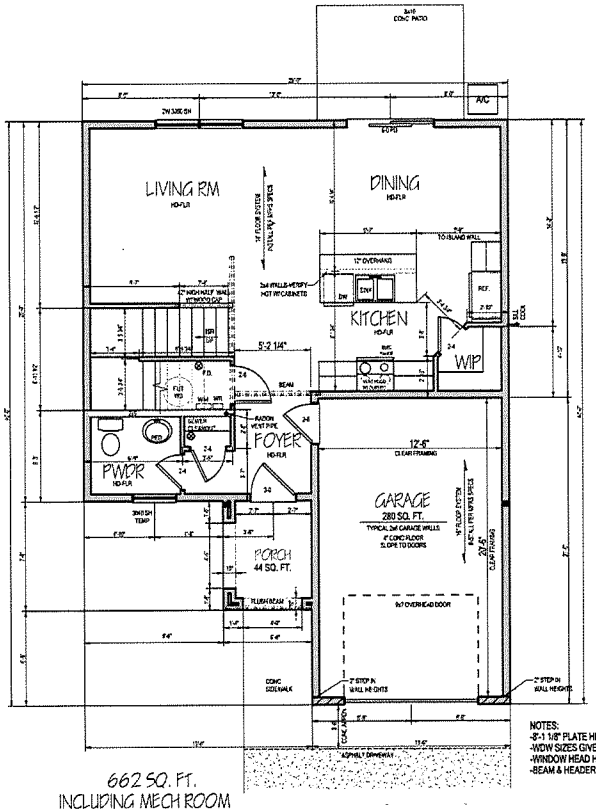
TOTAL: 1592 SQ. FT.

C305 'EDEN'

A AND B FRONT

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C305 EDEN	4.0
FROM HOUSTON/CAROLINAS	
MN DRAWING 7-1-24-LL	X
REVISED 7-17-24-LL	

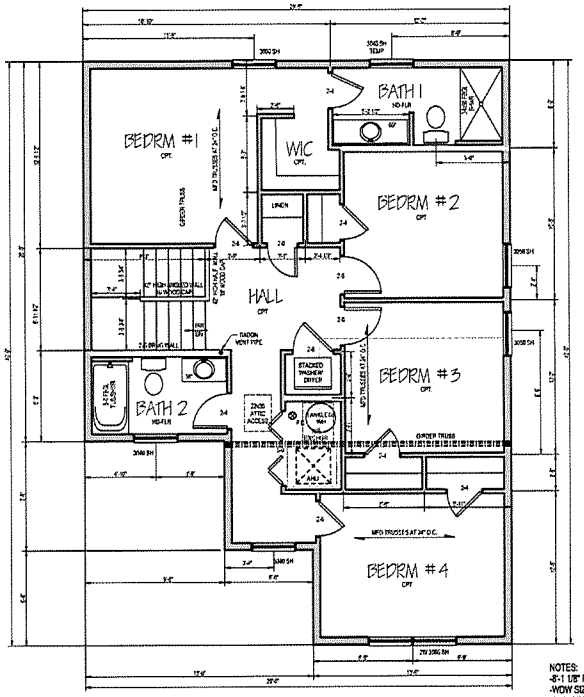


662 SQ. FT.
INCLUDING MECH ROOM

1ST FLOOR PLAN

1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR



930 SQ. FT.

2ND FLOOR PLAN

1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

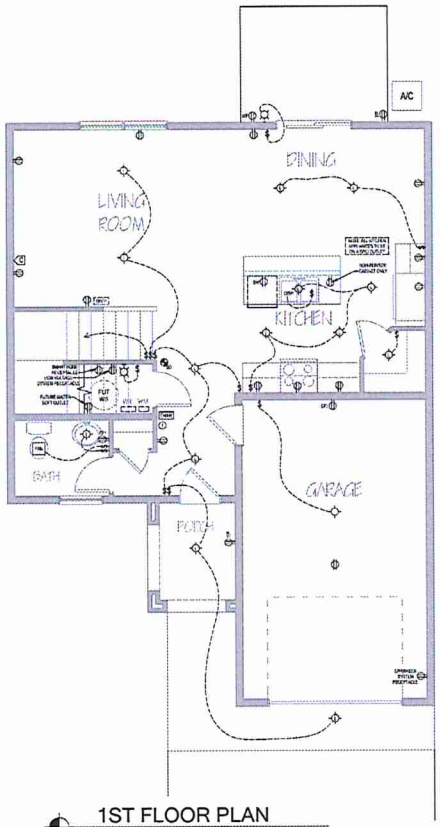
TOTAL: 1592 SQ. FT.

C305 'EDEN'

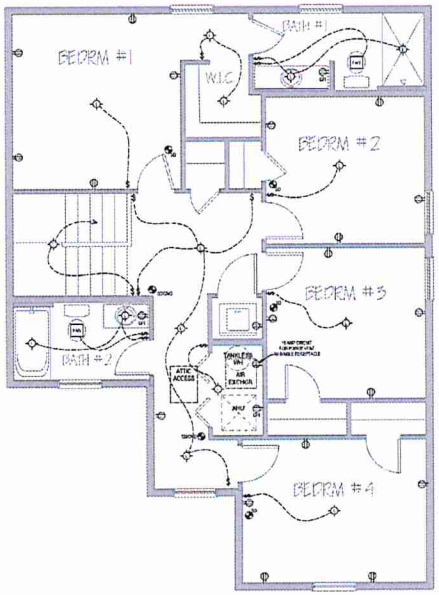
C FRONT

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C305 EDEN -C FRONT	4.0
MN DRAWN: 7-17-24-LL	
REVISED: 8-17-24-LL	
REVISED: 10-17-24-LL	X



1ST FLOOR PLAN
1/4"=1'-0"



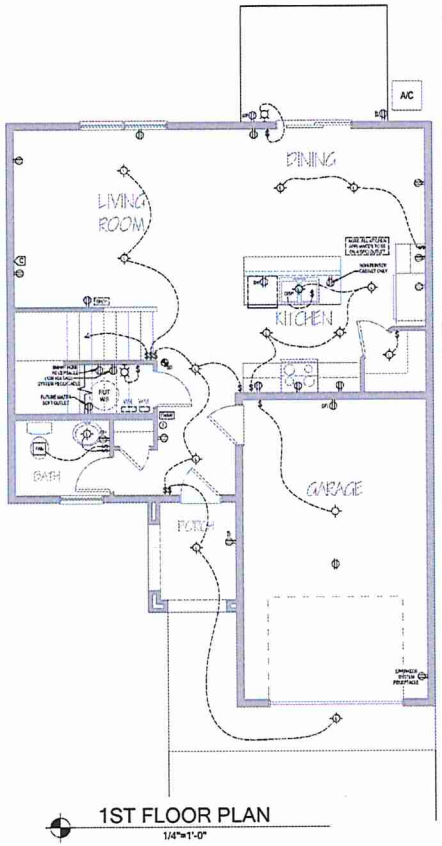
2ND FLOOR PLAN
1/4"=1'-0"

C305 'EDEN'

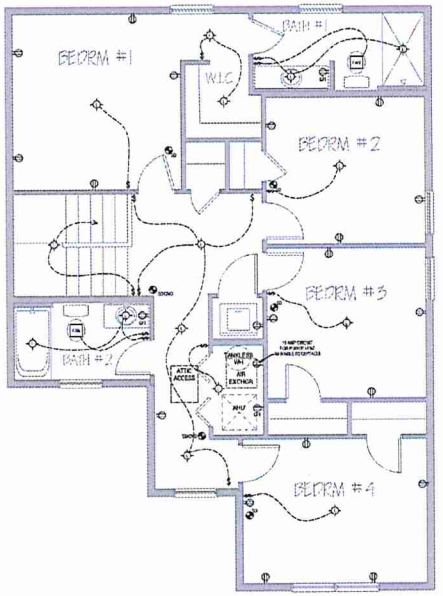
A AND B FRONT

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C305 EDEN	5.0
FROM: HOUSTON/CAROLINAS	
MN DRAWN: 7-17-24-LL	X
REVISED: 7-17-24-LL	



1ST FLOOR PLAN
1/4"=1'-0"



2ND FLOOR PLAN
1/4"=1'-0"

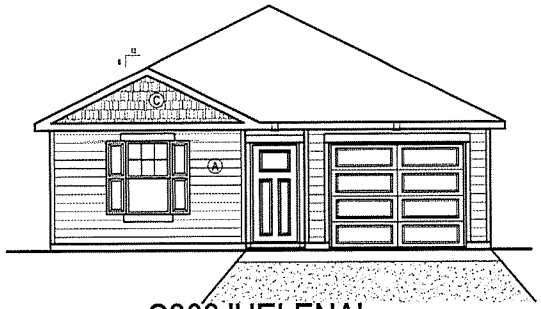
C305 'EDEN'

C FRONT

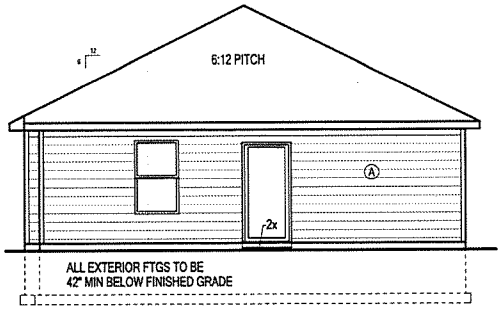
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C305 EDEN -C FRONT	5.0
MILDRAWN 7-1-24-LL	X
REVISED 8-17-24-LL	
REVISED 10-7-24-LL	



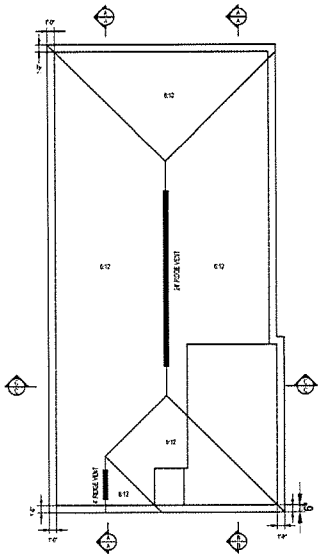


C303 'HELENA'
ELEVATION A



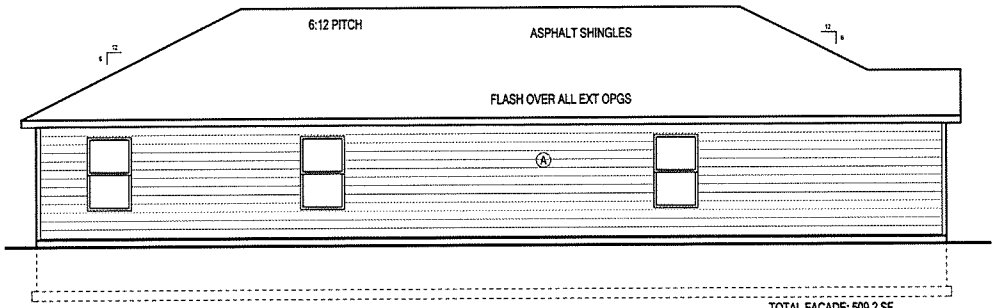
REAR

TOTAL FACADE: 237.3 SQ FT
GLASS: 27.85 SQ FT, 11.74%



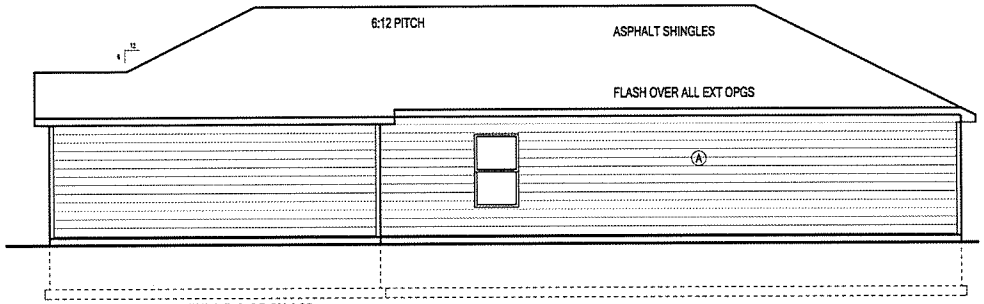
ROOF PLAN
1/4"=1'-0"

SIDING LEGEND	
REF	PRODUCT
A	LAP SIDING "A"
B	LAP SIDING "B"
C	SHAKES
D	5" TRIM - VINYL LINEAL
E	6 1/2" VINYL BEAD BD



LEFT ELEVATION

TOTAL FACADE: 509.2 SF
GLASS: 37.32 SF, 5.014%



TOTAL FACADE: 509.2 SF
GLASS: 12.44 SF, 2.44%

RIGHT ELEVATION

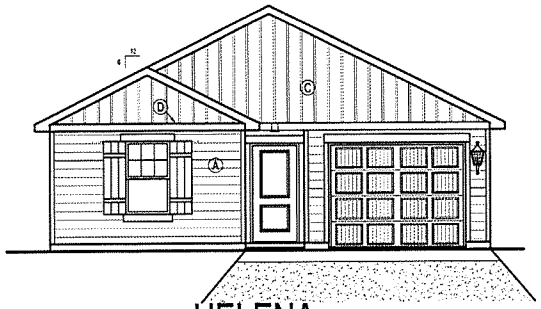
C303 'HELENA' A

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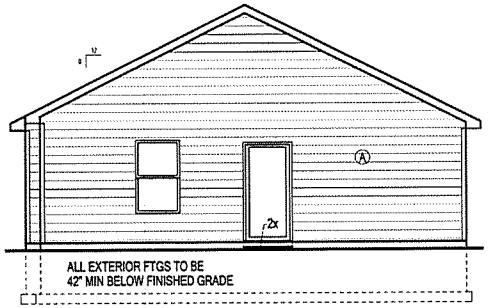
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LAKEVILLE, MN 55044 (952)985-7272

SPEC HOME
C303 HELENA
CROW HOUSTON CAROLINAS
MN DRAWN: 7-1-24-LL
REVISED: 8-17-24-LL
REVISED: 10-2-24-LL

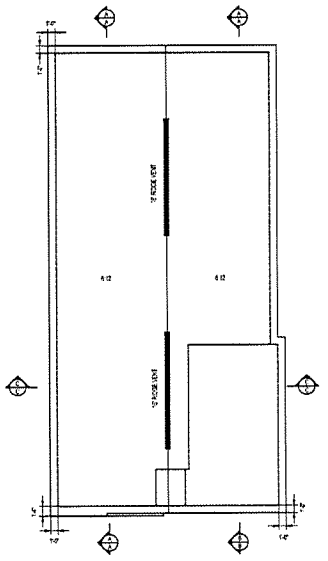
1.0
X



HELENA
ELEVATION B

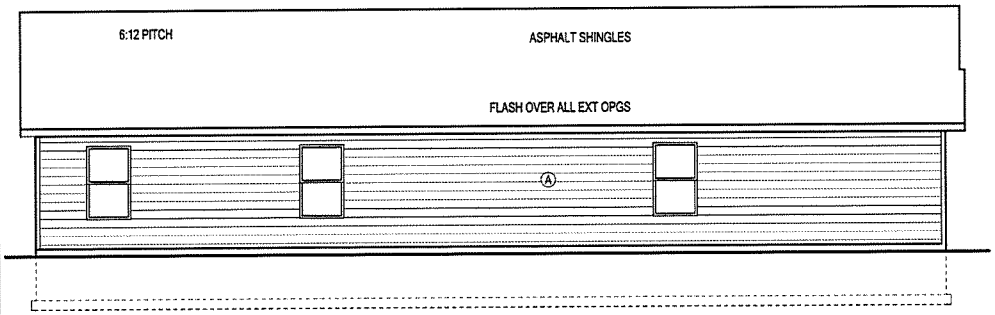


REAR

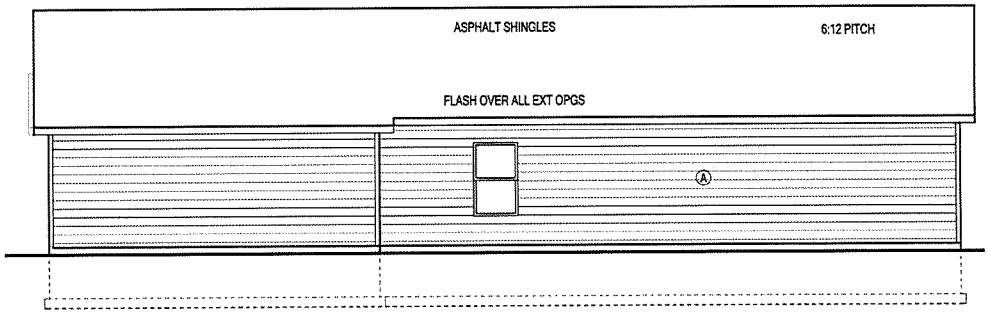


ROOF PLAN
1/4"=1'-0"

SIDING LEGEND	
REF	PRODUCT
A	LAP SIDING "A"
B	LAP SIDING "B"
C	BOARD-N-BATTEN
D	5" TRIM - VINYL LINEAL
E	6 1/2" VINYL BEAD BD



LEFT ELEVATION



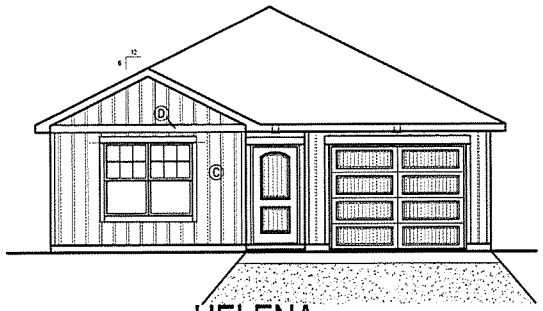
RIGHT ELEVATION

C303 'HELENA' B

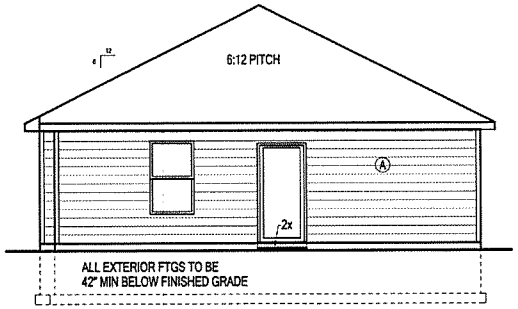
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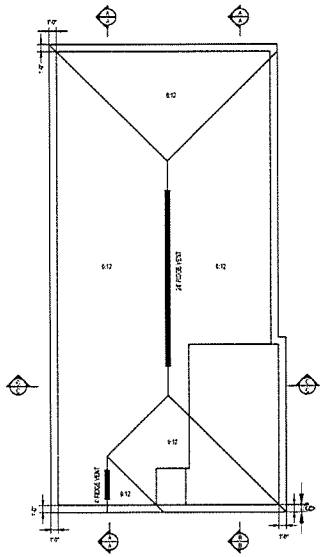
C303 HELENA - B FRONT
REVISED 10-31-24
REVISED 10-31-24
1.0
X



HELENA
ELEVATION C

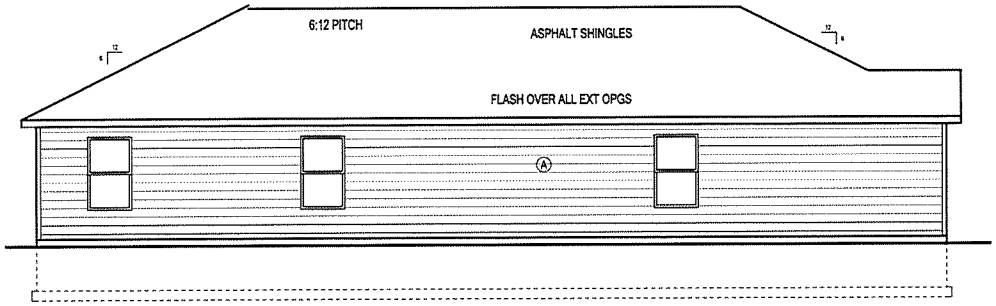


REAR

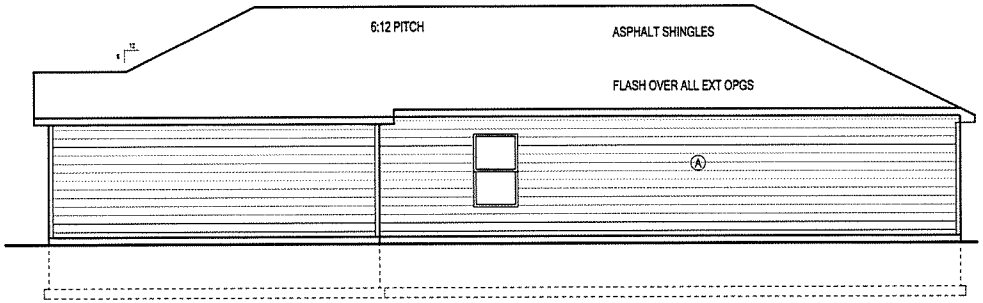


ROOF PLAN
1/4"=1'-0"

SIDING LEGEND	
REF	PRODUCT
A	LAP SIDING "A"
B	LAP SIDING "B"
C	BOARD-N-BATTEN
D	5" TRIM - VINYL LINEAL
E	6 1/2" VINYL BEAD BD



LEFT ELEVATION



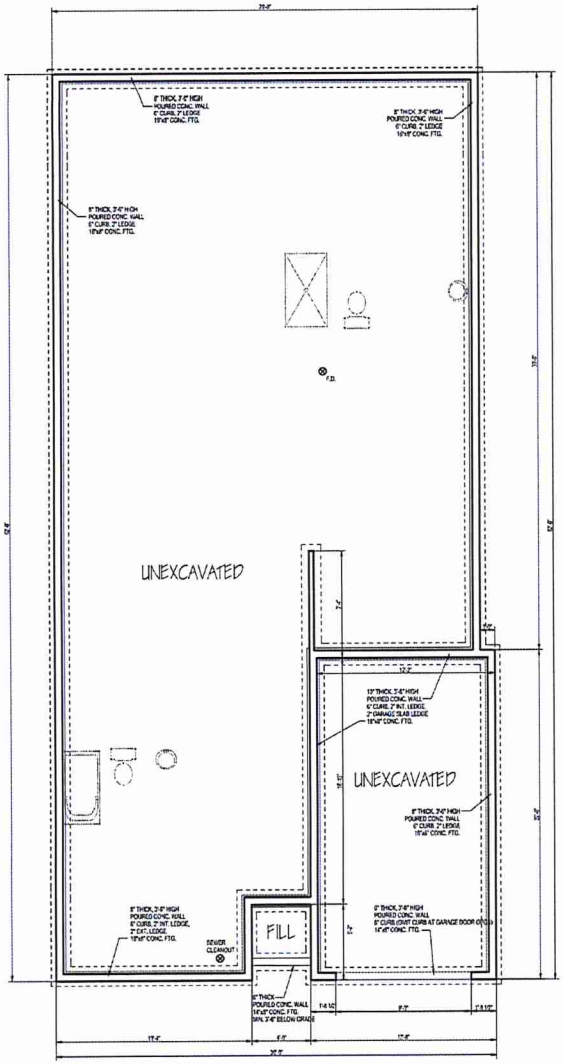
RIGHT ELEVATION

C303 'HELENA' C

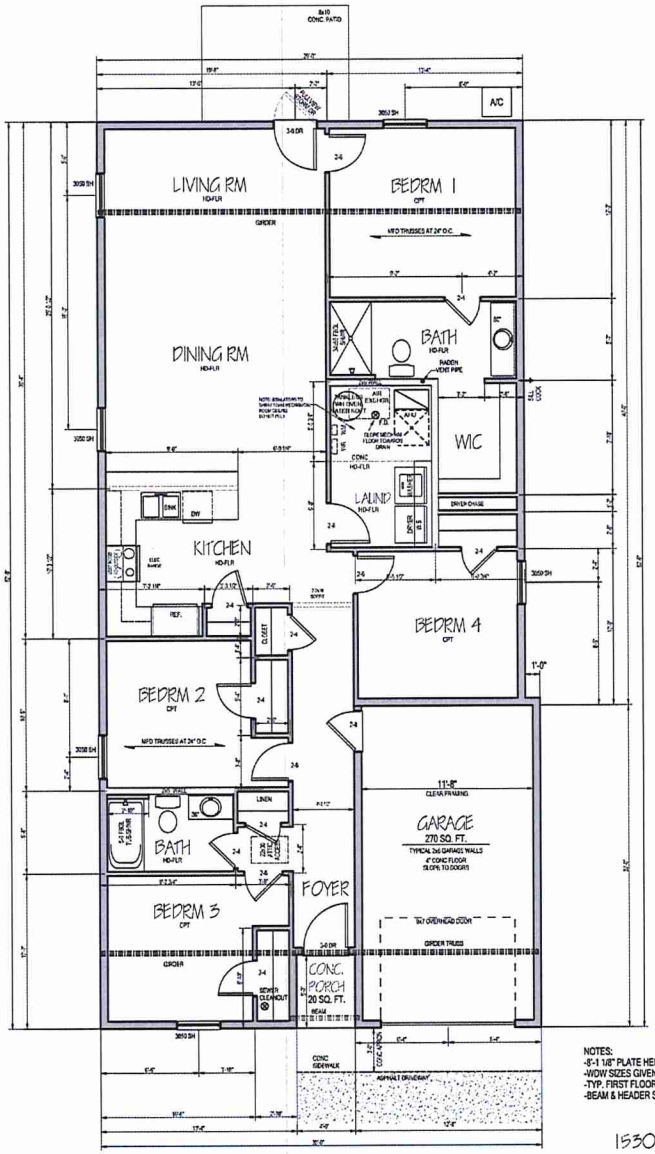
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C303
C303 HELENA
HOME HOMEPLACE-CAROLINAS
MN DMARVE 7-17-24-LL
REVISED 8-17-24-LL
REVISED 10-3-24-LL
1.0
X



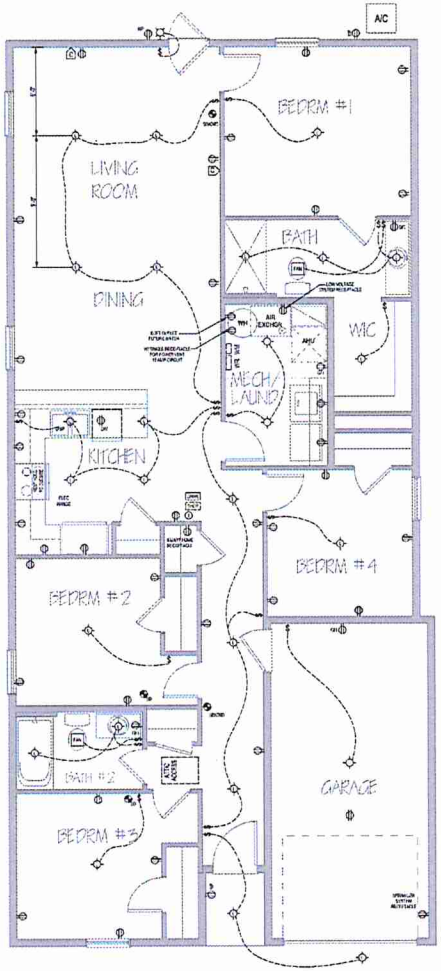
FOUNDATION PLAN
1/4"=1'-0"



1ST FLOOR PLAN
1/4"=1'-0"

1530 SQ. FT.

NOTES:
-8-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. FIRST FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

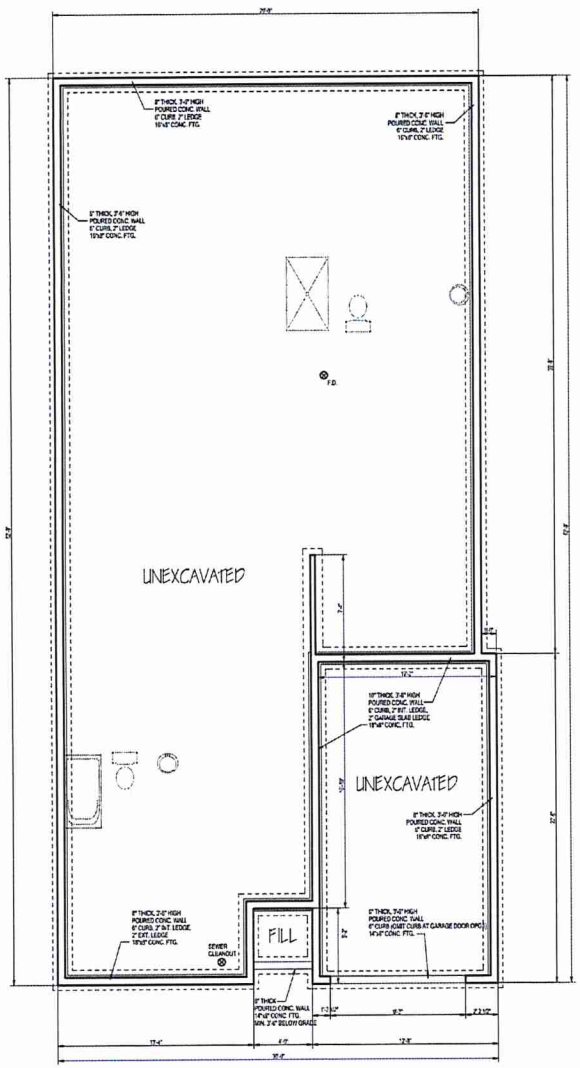


1ST FLOOR ELEC PLAN
1/4"=1'-0"

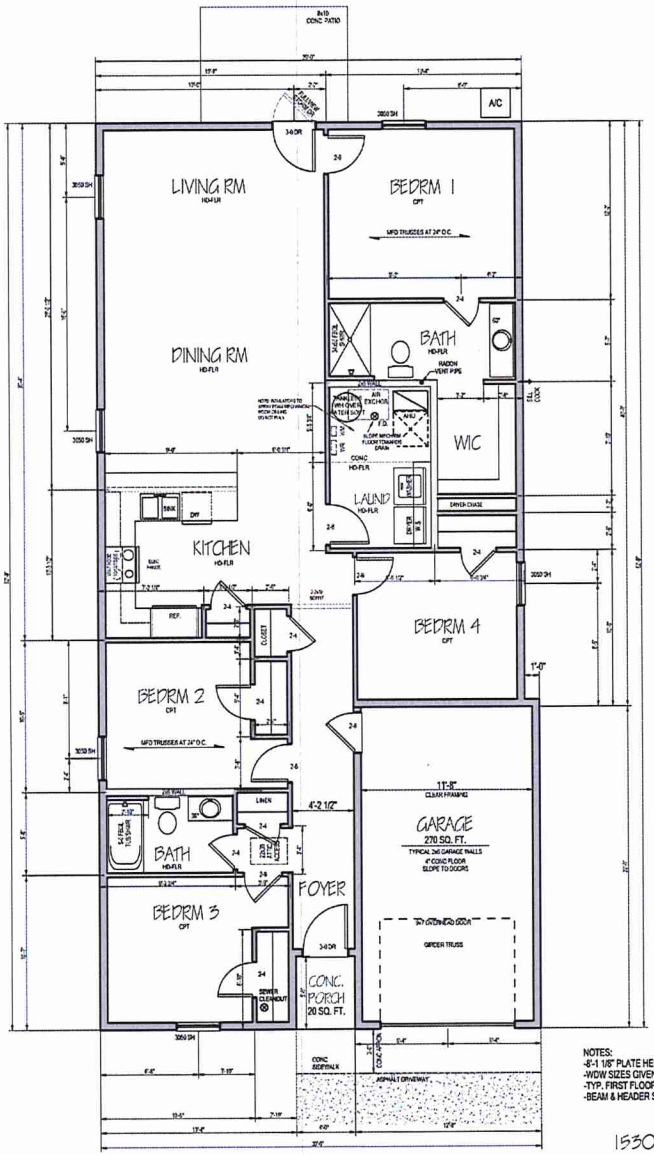
C303 HELENA 'A' FRONT

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C303 HELENA	3.0
REVISED 8-8-24-LL	X
REVISED 10-8-24-LL	
-	
-	

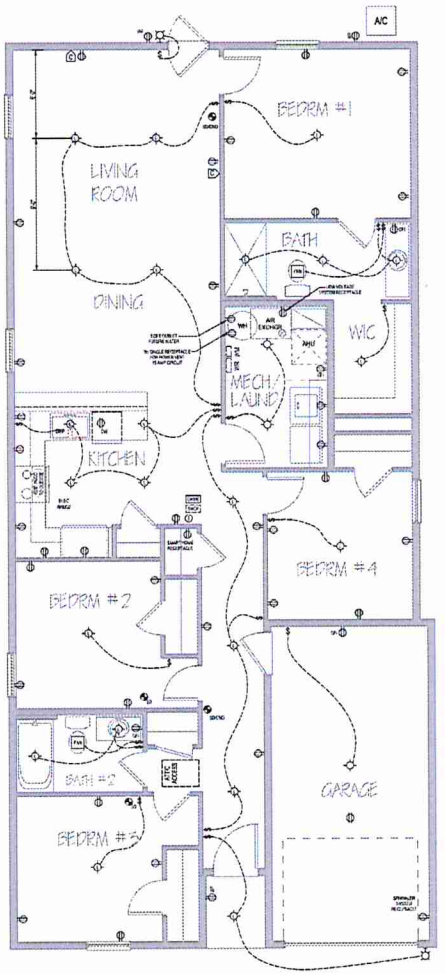


FOUNDATION PLAN
1/4"=1'-0"



1530 SQ. FT.

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. FIRST FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

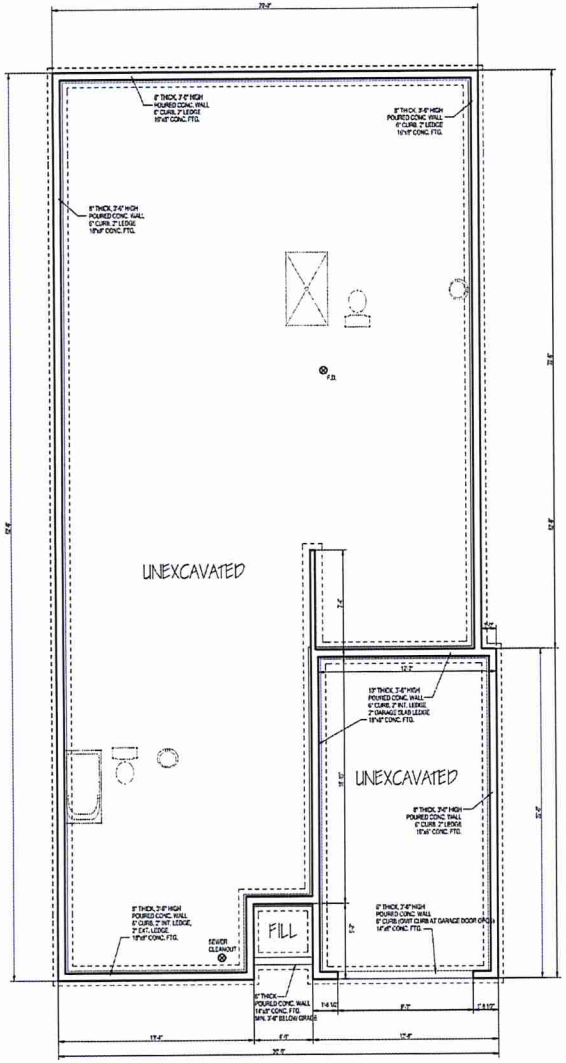


1ST FLOOR ELEC PLAN
1/4"=1'-0"

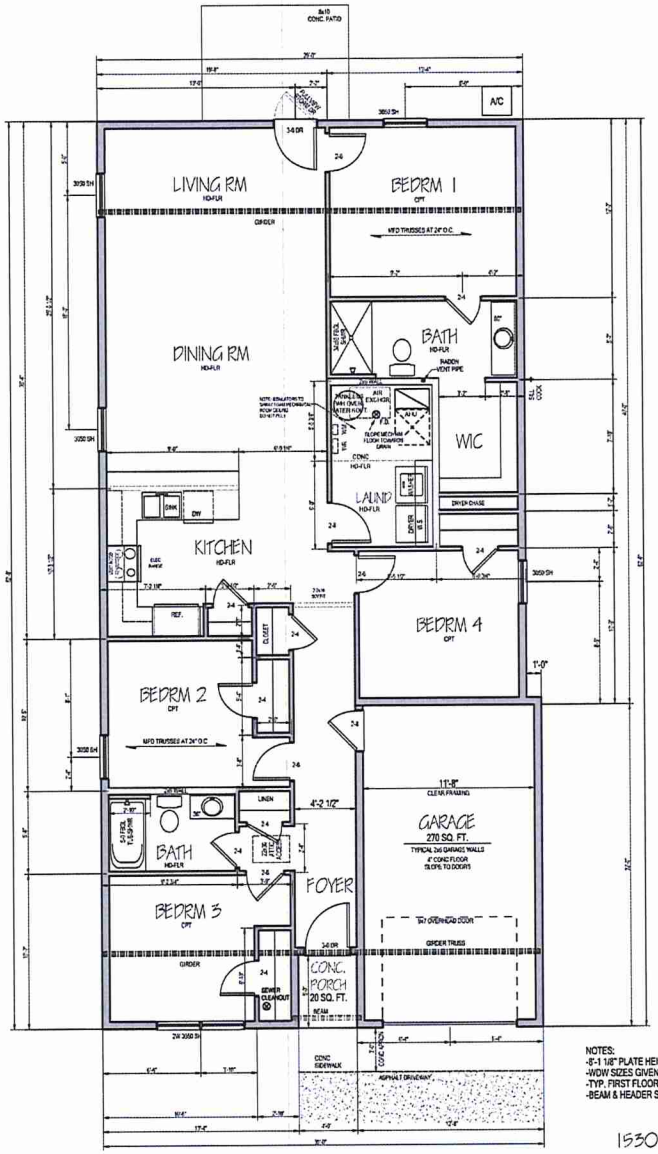
C303 HELENA 'B' FRONT

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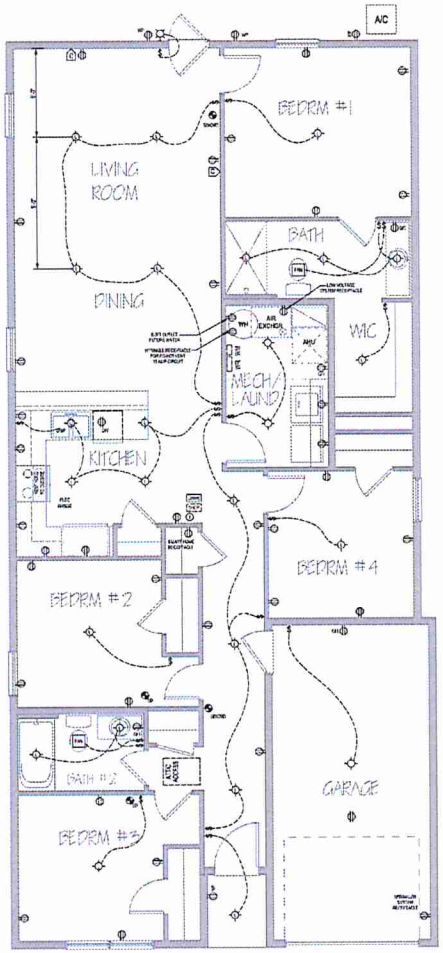
C303 HELENA - B FRONT	3.0
REVISED 10-2-24-LL	
REVISED 10-31-24-LL	X



FOUNDATION PLAN
1/4"=1'-0"



1530 SQ. FT.



1ST FLOOR ELEC PLAN
1/4"=1'-0"

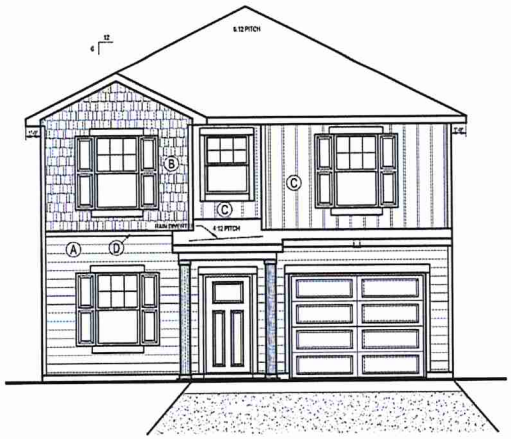
NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. FIRST FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

C303 HELENA 'C' FRONT

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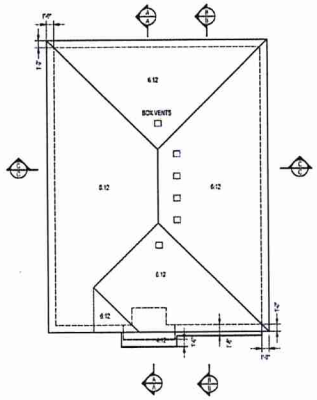
C303 HELENA	3.0
REVISED: 8-8-24-LL	X
REVISED: 10-8-24-LL	
-	
-	





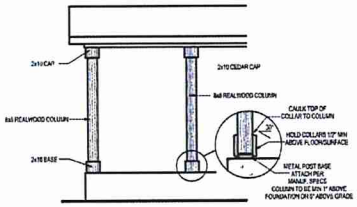
C306 'HARTSVILLE'

ELEVATION A



ROOF PLAN

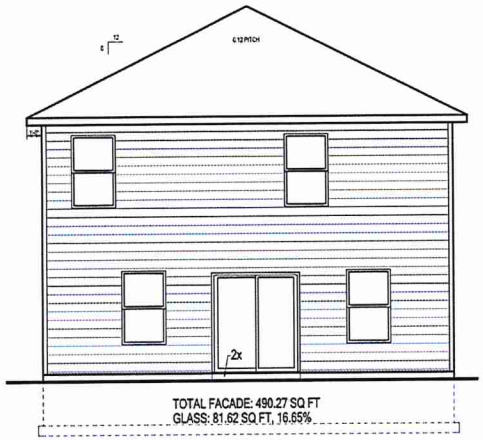
1/4"=1'-0"



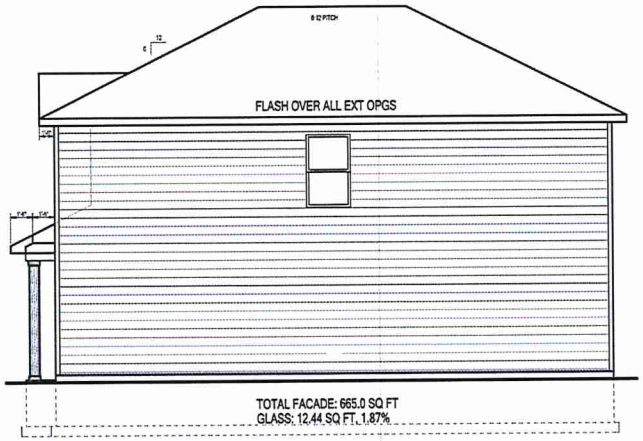
PORCH COLUMN DETAIL

1/4"=1'-0"

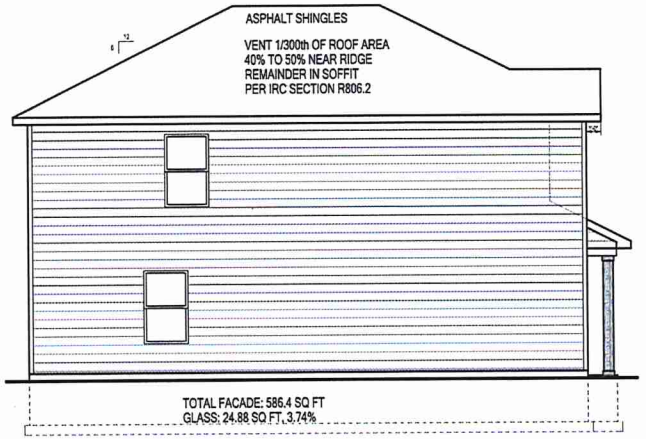
SIDING LEGEND	
REF	PRODUCT
A	LAP SIDING "A"
B	SHAKES
C	BOARD-N-BATTEN
D	5" TRIM - VINYL LINEAL
E	6 1/2" VINYL BEAD BD



REAR



RIGHT ELEVATION



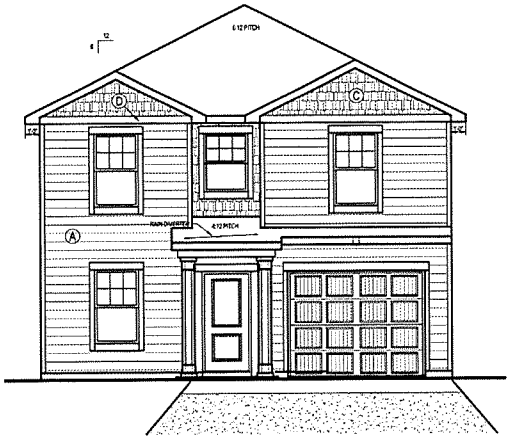
LEFT ELEVATION

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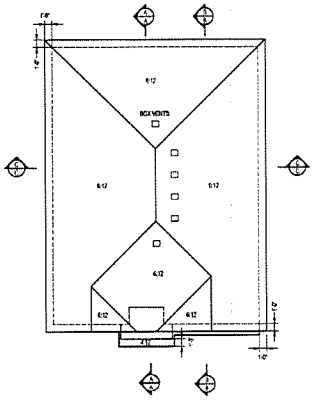
C306 'HARTSVILLE'

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20860 KENSINGTON COURT, SUITE 100
LAKEVILLE, MN 55044 (952)985-7272

JOB:	C306 HARTSVILLE-A
MN DRAWN: 8-7-24-LL	1.0
REVISED: 10-9-24-LL	X

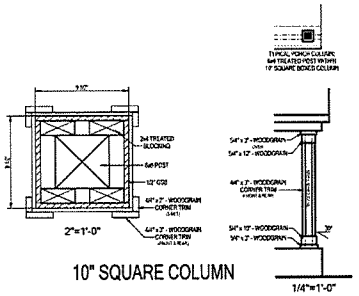


HARTSVILLE
ELEVATION B

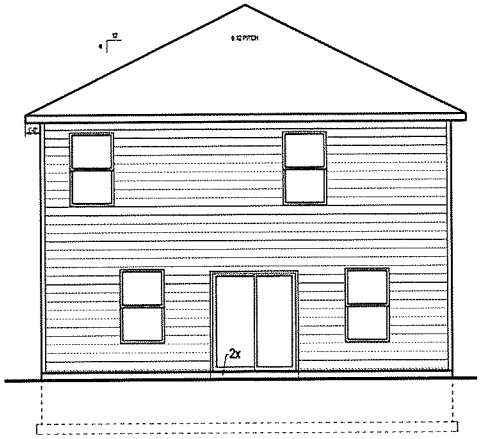


ROOF PLAN
1/4"=1'-0"

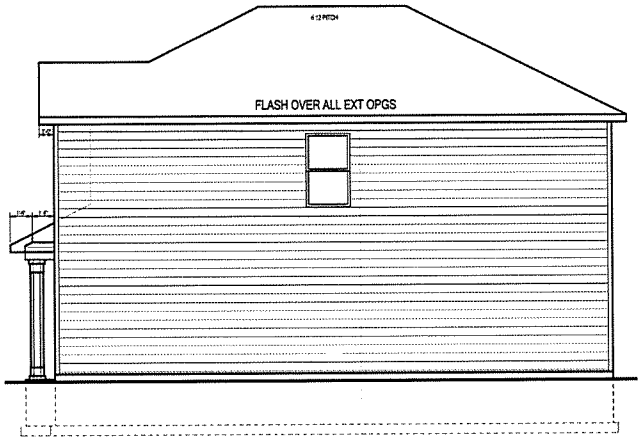
SIDING LEGEND	
REF	PRODUCT
(A)	LAP SIDING "A"
(B)	LAP SIDING "B"
(C)	SHAKES
(D)	5" TRIM - VINYL LINEAL
(E)	6 1/2" VINYL BEAD BD



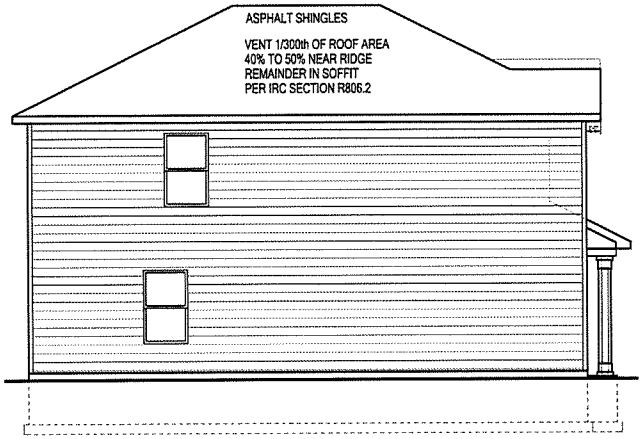
10" SQUARE COLUMN



REAR



RIGHT ELEVATION



LEFT ELEVATION

C306 'HARTSVILLE'

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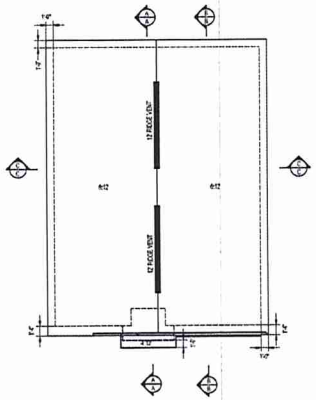
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LAKEVILLE, MN 55044 (952)985-7272

C306 HARTSVILLE -B FRONT
FRONT HOUSTON/CORDLINAS
MN DRAWING 8-1-24-LL
REVISED: 10-31-24-LL

1.0
X

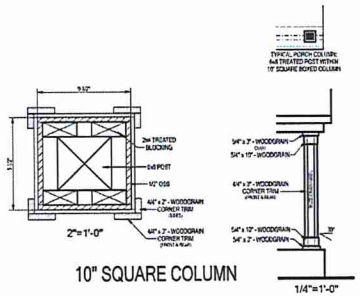


HARTSVILLE
ELEVATION C

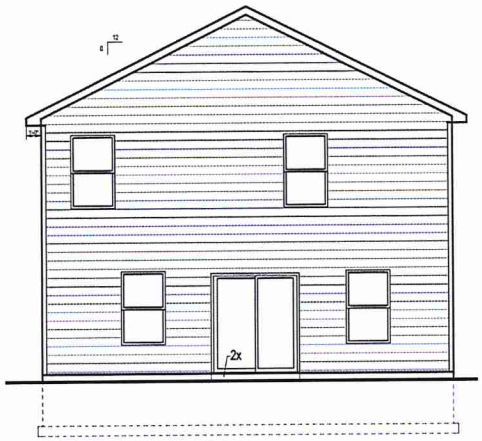


ROOF PLAN
1/4"=1'-0"

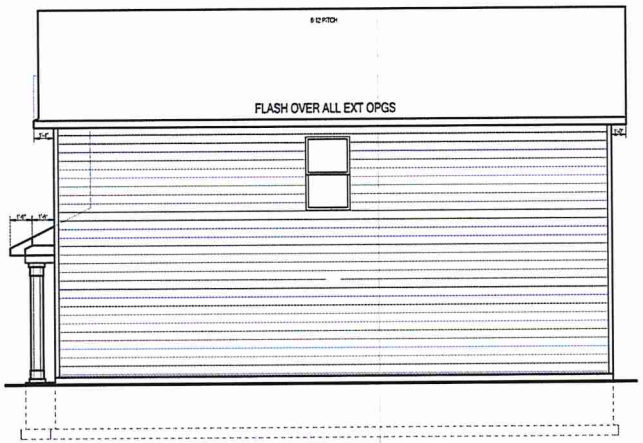
SIDING LEGEND	
REF	PRODUCT
(A)	LAP SIDING "A"
(B)	LAP SIDING "B"
(C)	BOARD-N-BATTEN
(D)	5" TRIM - VINYL LINEAL
(E)	6 1/2" VINYL BEAD BD



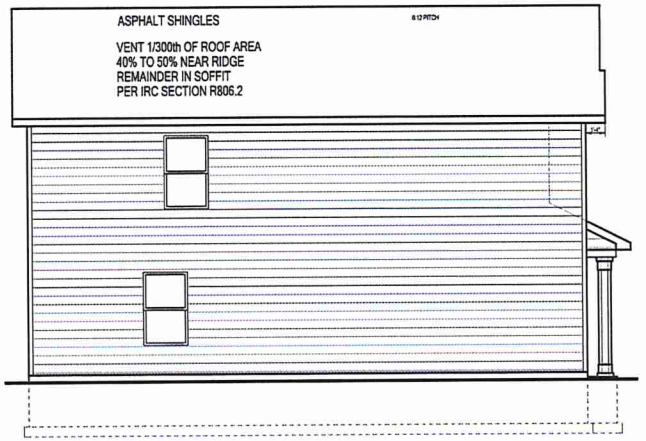
10" SQUARE COLUMN
2"=1'-0"
1/4"=1'-0"



REAR



RIGHT ELEVATION



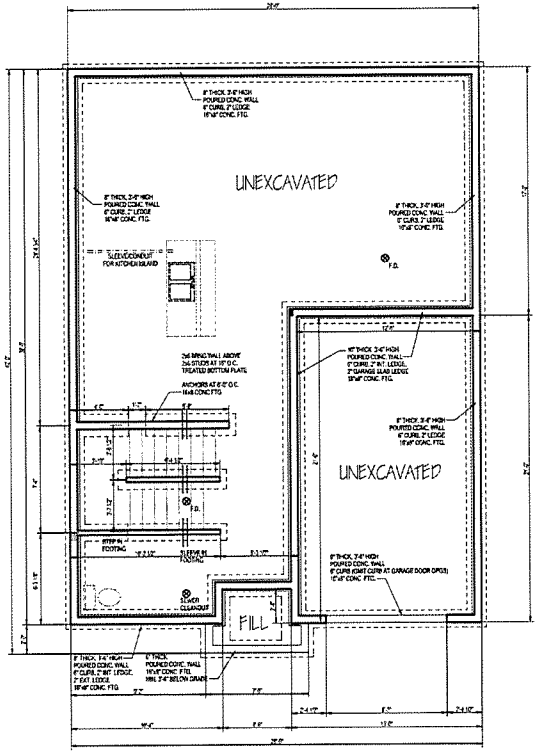
LEFT ELEVATION

C306 'HARTSVILLE'

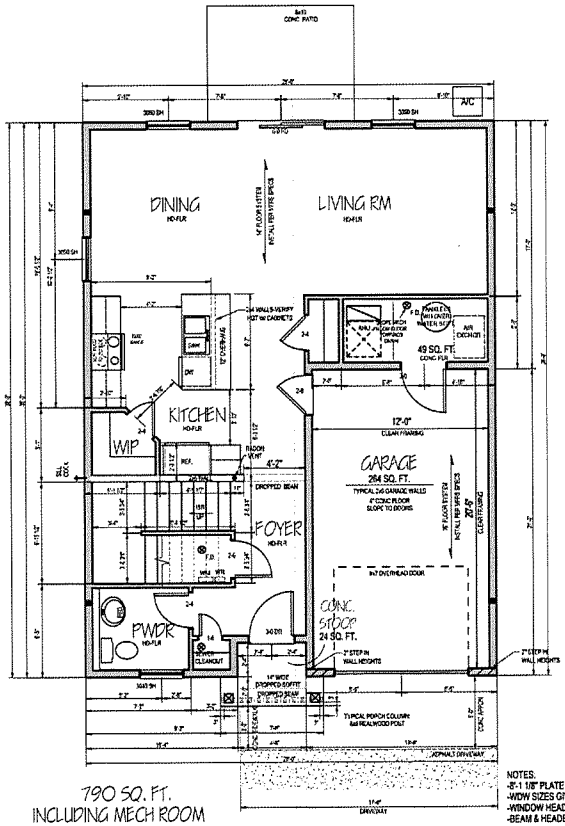
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C306 HARTSVILLE -C FRONT	1.0
FRONT HOUSTON/CAROLINAS	
MN DRAWN: 8-7-24-LL	X
REVISED: 10-31-24-LL	



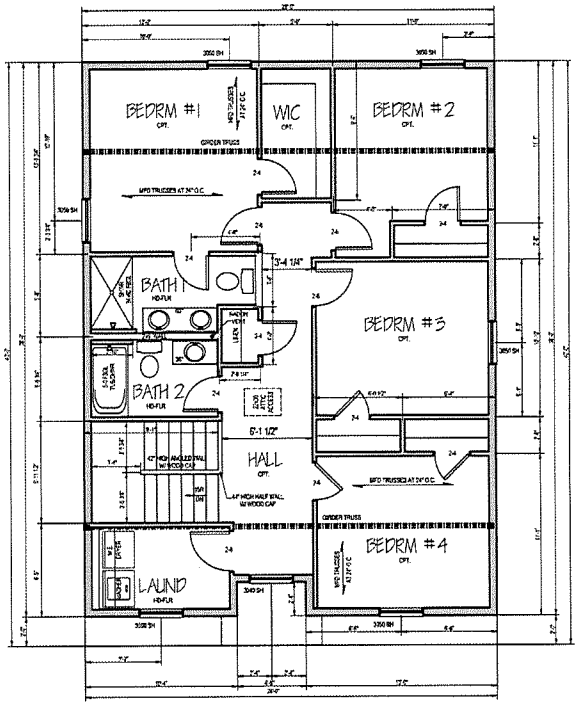
FOUNDATION PLAN
1/4"=1'-0"



790 SQ. FT.
INCLUDING MECH ROOM

1ST FLOOR PLAN
1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR



990 SQ. FT.

2ND FLOOR PLAN
1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

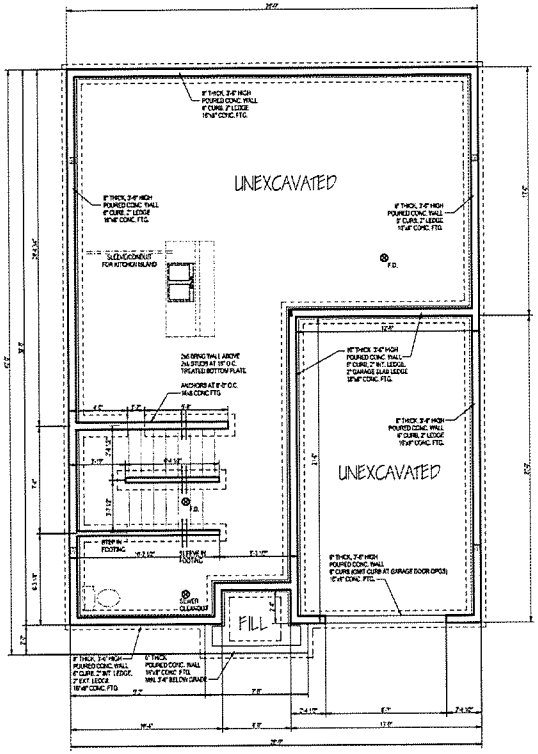
TOTAL: 1780 SQ. FT.

C306 'HARTSVILLE'

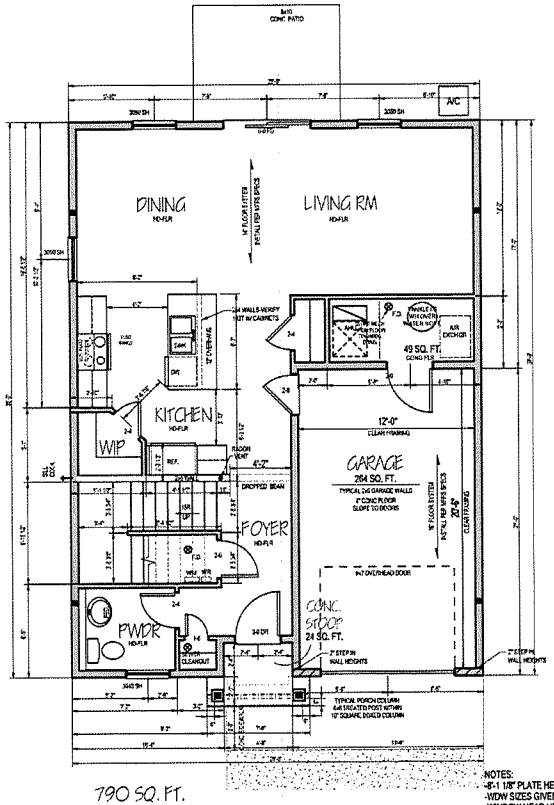
A FRONT

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C306 HARTSVILLE - A FRONT	3.0
MI DRAWN 8-12-24-LL	X
REVISED: 10-9-24-LL	
REVISED: 10-31-24-LL	



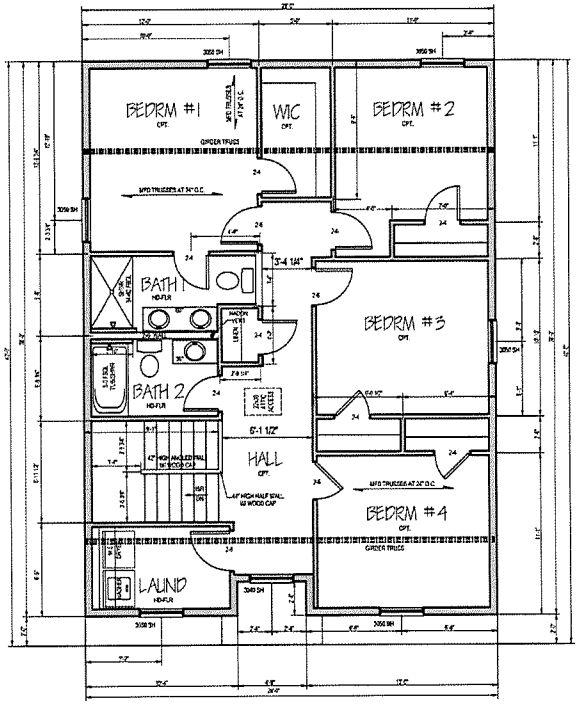
FOUNDATION PLAN
1/4"=1'-0"



790 SQ. FT.
INCLUDING MECH ROOM

1ST FLOOR PLAN
1/4"=1'-0"

NOTES:
-6'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR



990 SQ. FT.

2ND FLOOR PLAN
1/4"=1'-0"

NOTES:
-6'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

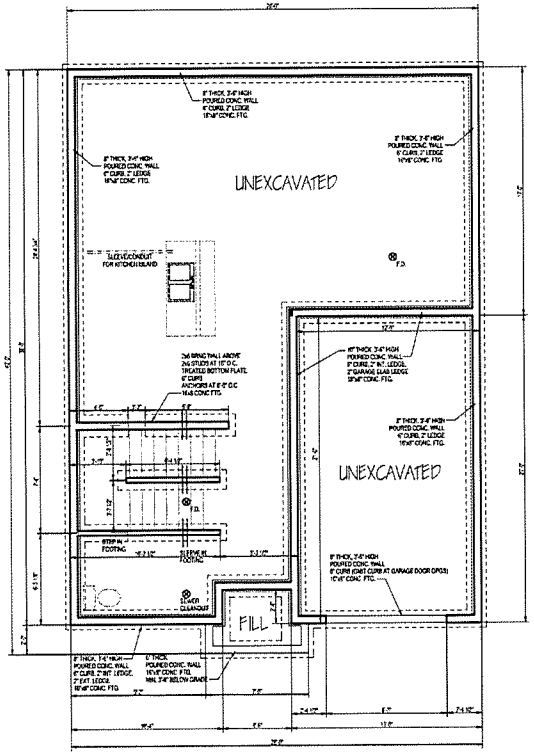
TOTAL: 1780 SQ. FT.

C306 'HARTSVILLE'

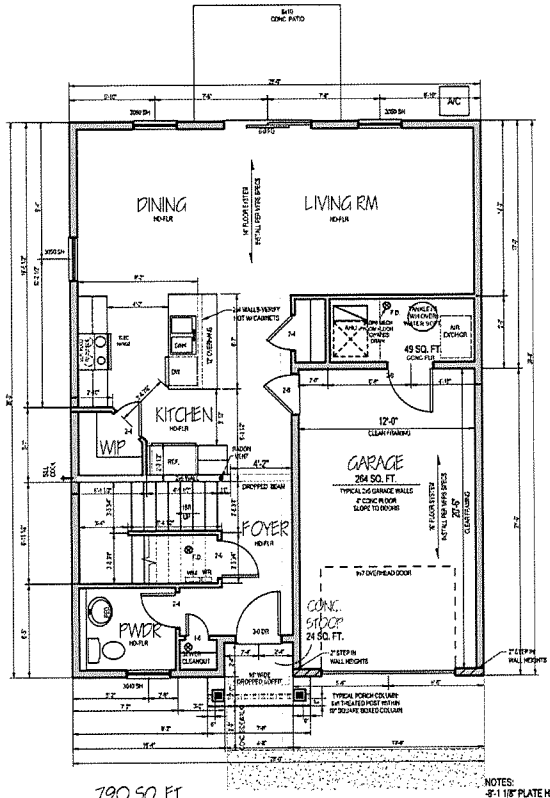
B FRONT

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C306 HARTSVILLE -B FRONT
FRONT ROOT/ONGARD/MAS
MN DRAWN: 8-7-24-LL
REVISED: 10-31-24-LL
3.0
X



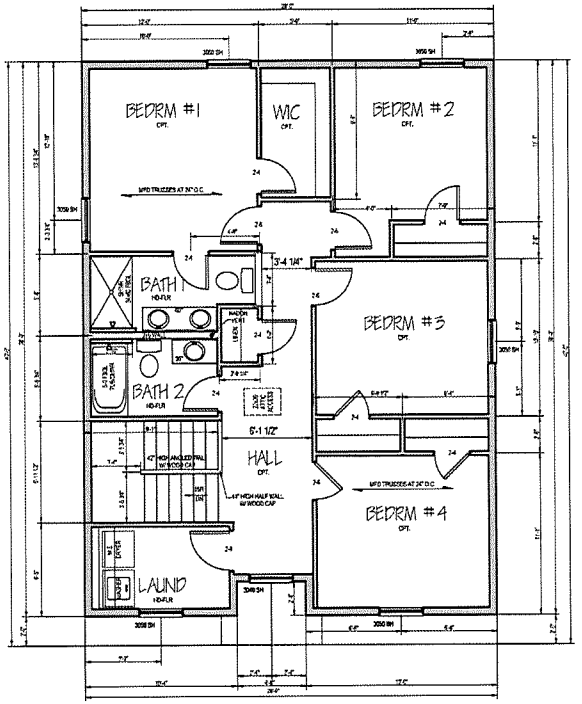
FOUNDATION PLAN
1/4"=1'-0"



790 SQ. FT.
INCLUDING MECH ROOM

1ST FLOOR PLAN
1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR



990 SQ. FT.

2ND FLOOR PLAN
1/4"=1'-0"

NOTES:
-8'-1 1/8" PLATE HEIGHT TYPICAL
-WDW SIZES GIVEN IN FEET AND INCHES (WIDTH x HEIGHT)
-TYP. SECOND FLOOR WINDOW HEAD HEIGHT AT 6'-11 3/8" U.N.O.
-BEAM & HEADER SIZES TO BE VERIFIED BY SUPPLIER/MFR

TOTAL: 1780 SQ. FT.

C306 'HARTSVILLE'

C FRONT

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C306 HARTSVILLE_C FRONT	3.0
FROM: HOUSTON/CANDLEWO	X
MN DRAWN: 8-7-24-LL	
REVISED: 10-31-24-LL	



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America's Builder

Freedom Series®

THE BRISTOL

SLAB ON GRADE HOME SITES


AMERICAN CLASSIC A


NORTHERN CRAFTSMAN B


HEARTLAND COTTAGE C

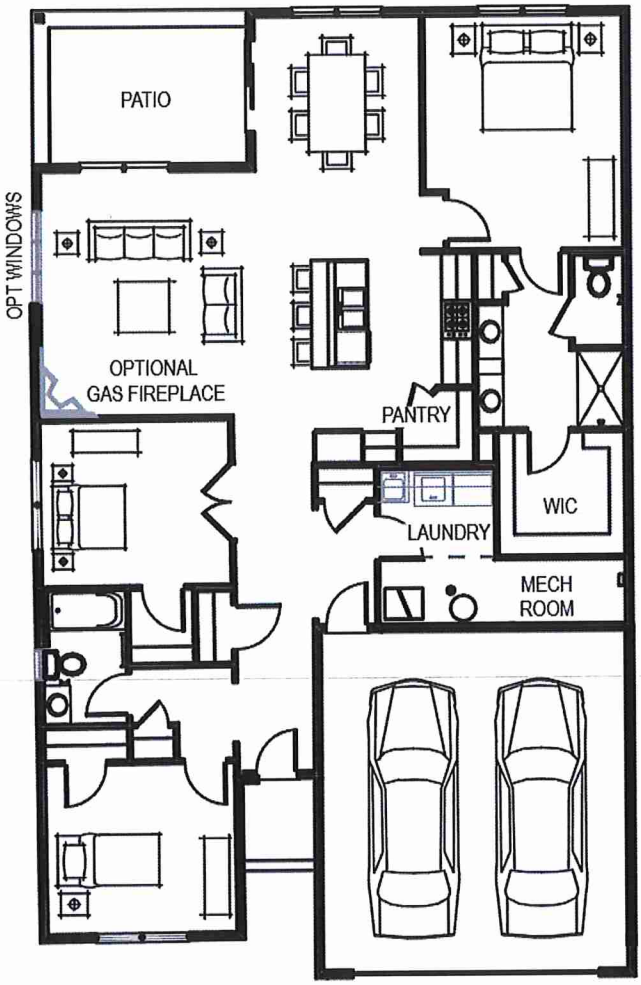
BASEMENT HOME SITES


AMERICAN CLASSIC A

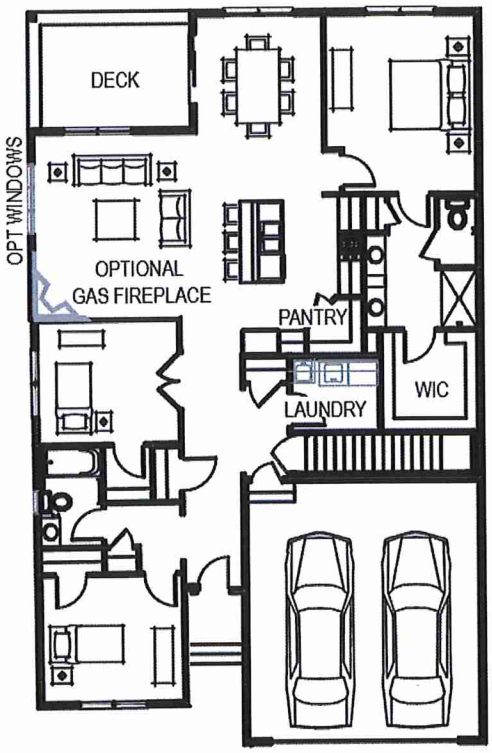

NORTHERN CRAFTSMAN B


HEARTLAND COTTAGE C

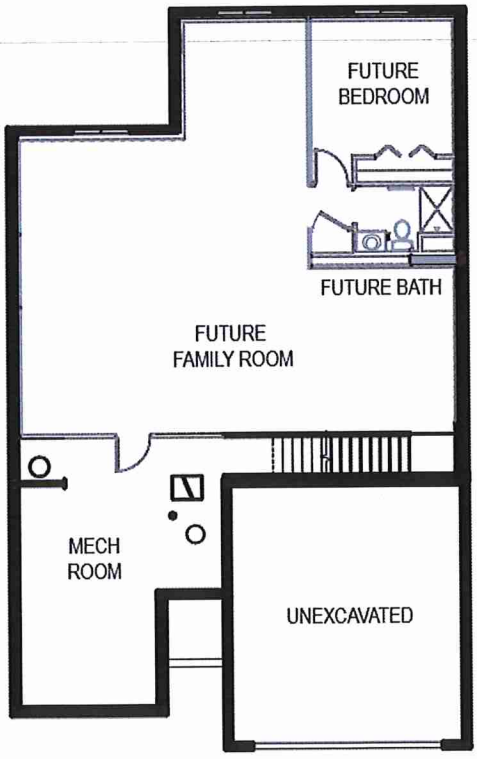
MAIN LEVEL - SLAB ON GRADE



MAIN LEVEL - BASEMENT



UNFINISHED LOWER LEVEL



.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features erms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate nd will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options nd upgrades are available at an additional cost and are subject to availability and construction cut-off dates.

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REV. 2.2023 F401-F421

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THE CLIFTON

SLAB ON GRADE HOME SITES







BASEMENT HOME SITES







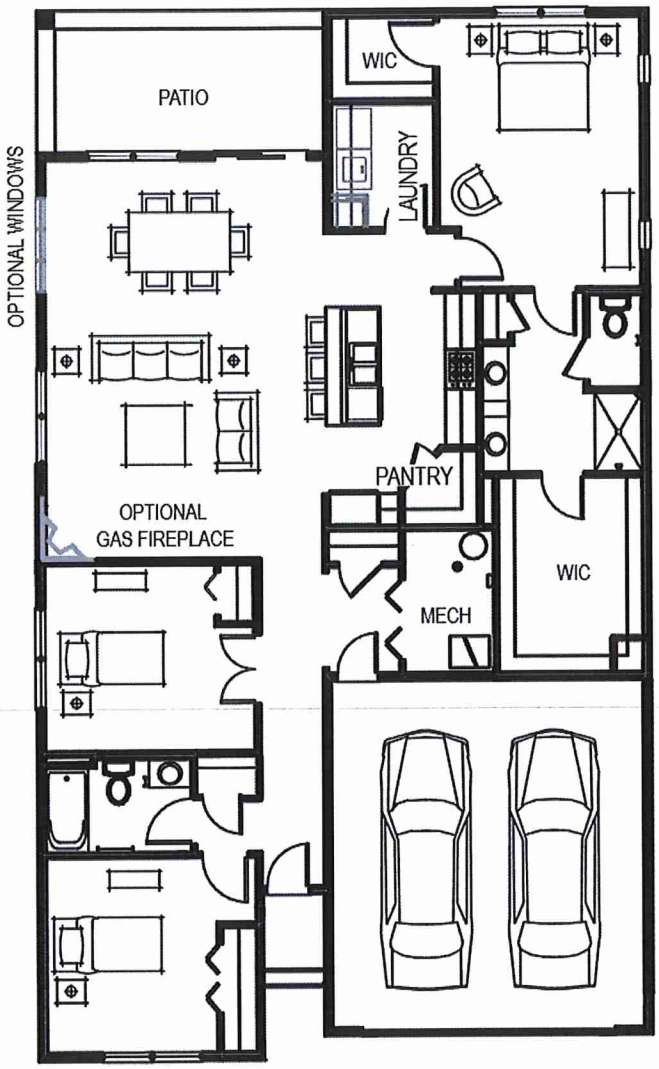
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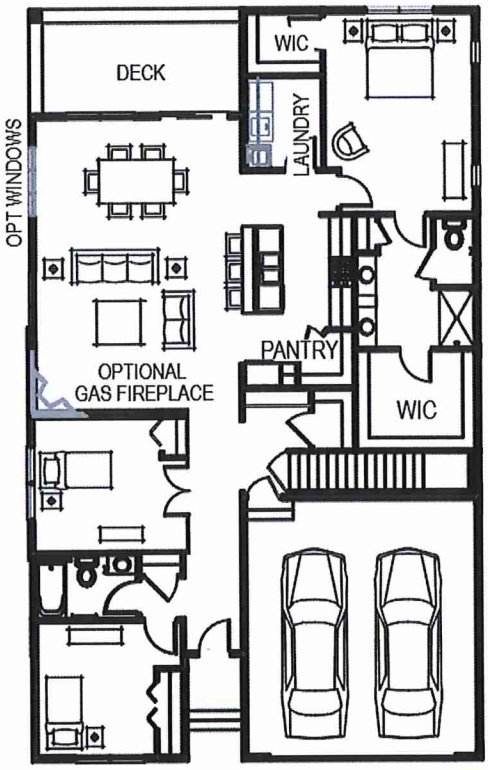
THE CLIFTON

1,866 SQUARE FEET

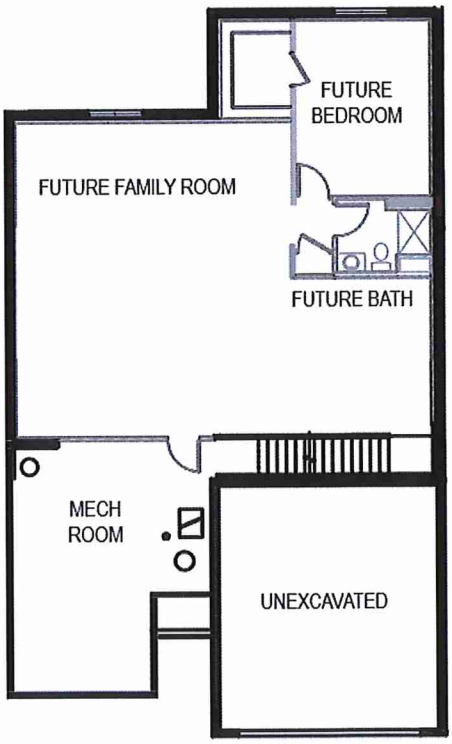
MAIN LEVEL - SLAB ON GRADE



MAIN LEVEL - BASEMENT



UNFINISHED LOWER LEVEL



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THE DOVER

SLAB ON GRADE HOME SITES







BASEMENT HOME SITES





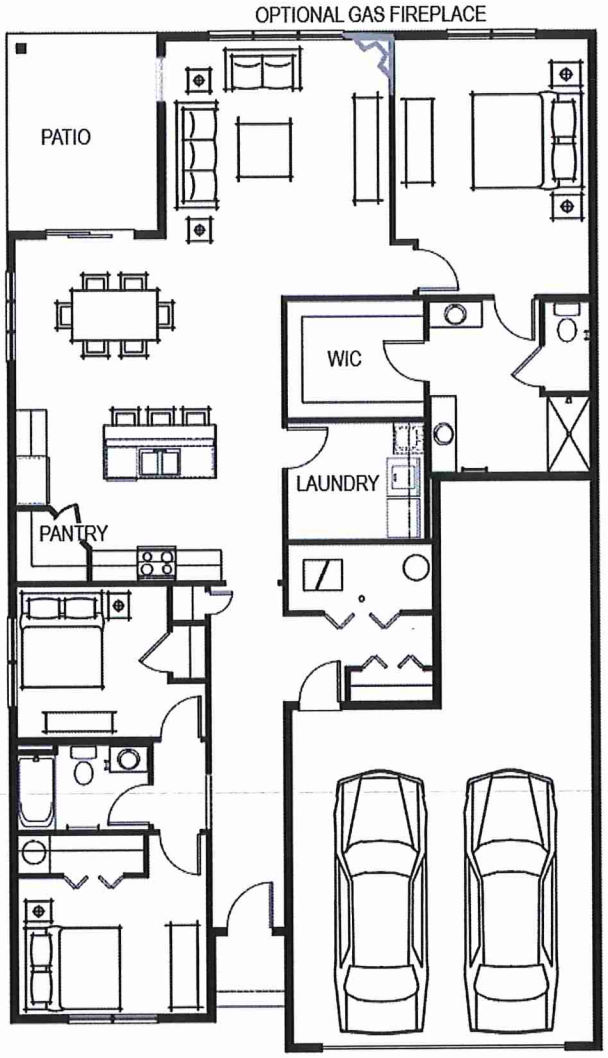


D·R·HORTON America's Builder **Freedom Series®**

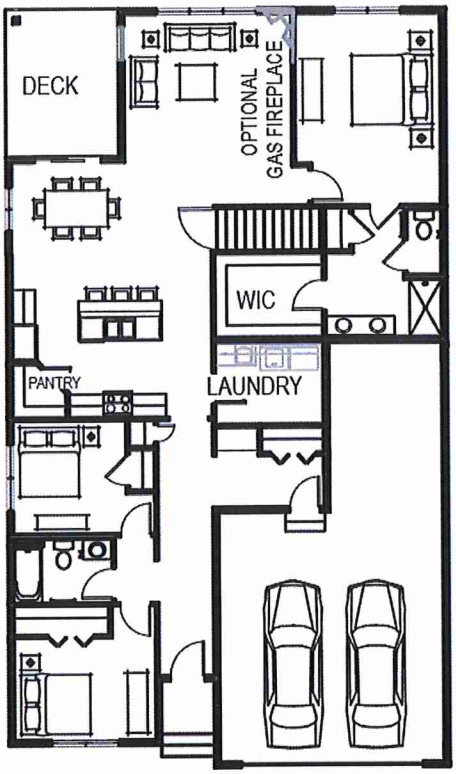
THE DOVER

1,801 SQUARE FEET

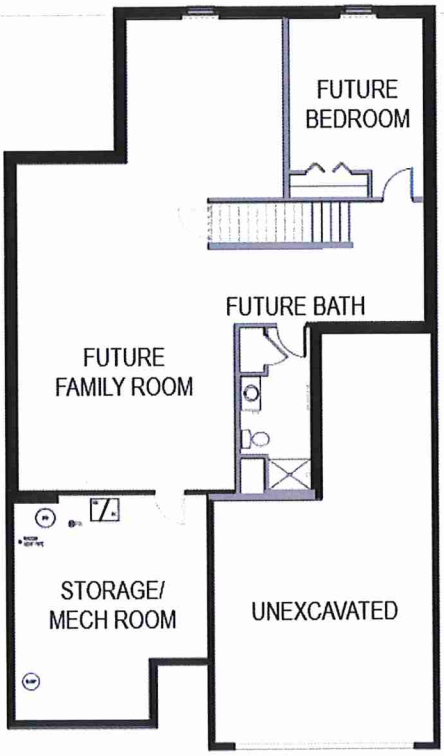
MAIN LEVEL - SLAB ON GRADE



MAIN LEVEL - BASEMENT



UNFINISHED LOWER LEVEL



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THE HAMILTON

SLAB ON GRADE HOMESITES


AMERICAN CLASSIC A


NORTHERN CRAFTSMAN B


HEARTLAND COTTAGE C

BASEMENT HOMESITES


AMERICAN CLASSIC A


NORTHERN CRAFTSMAN B


HEARTLAND COTTAGE C

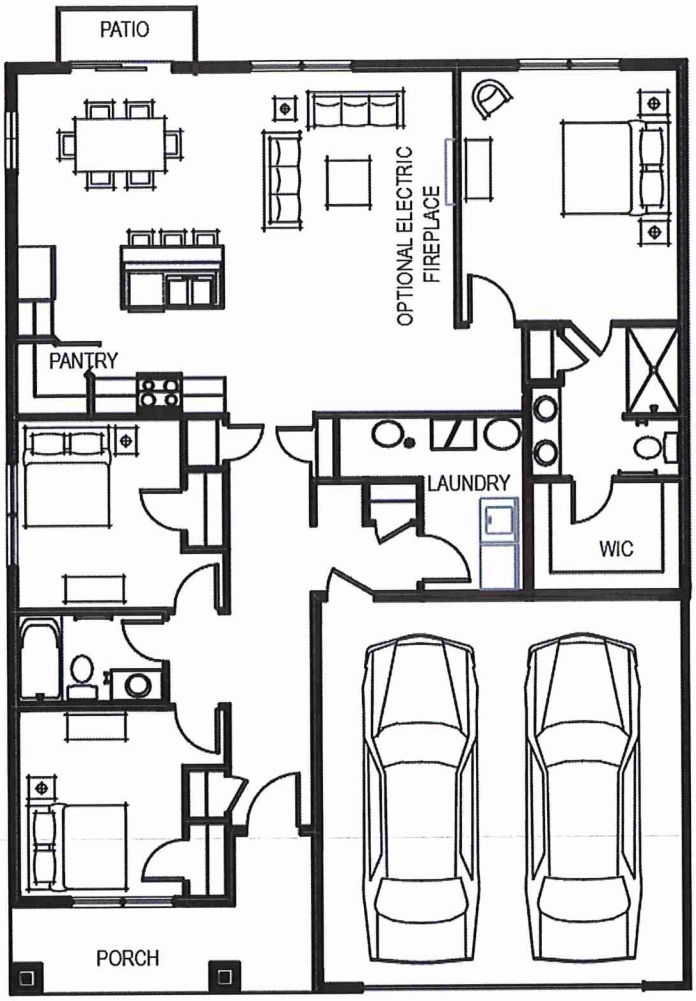
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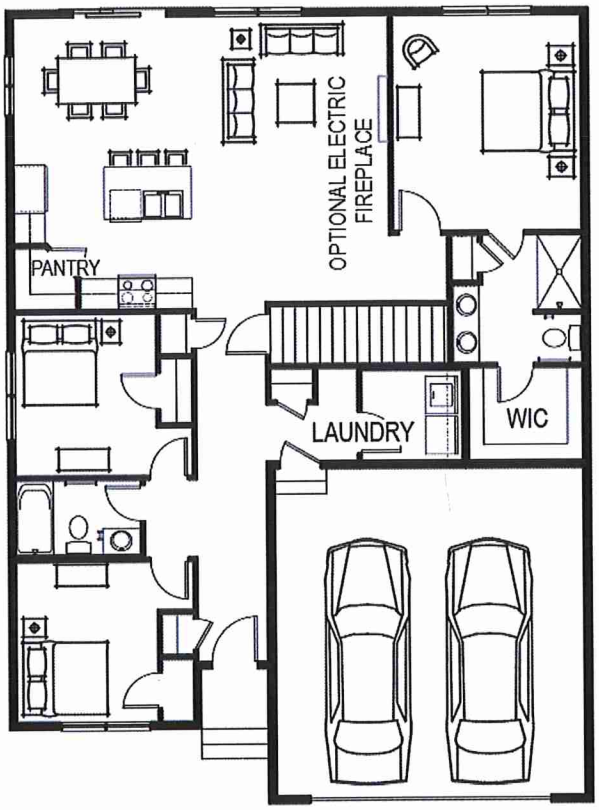
THE HAMILTON

1,485 SQUARE FEET

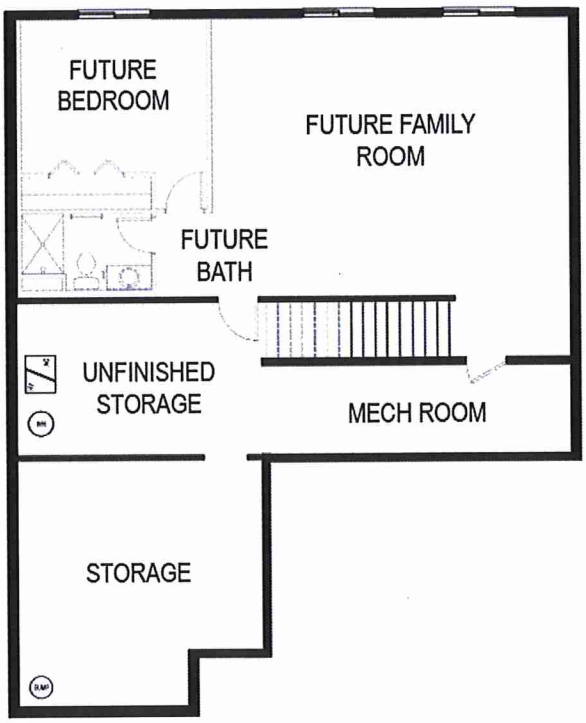
MAIN LEVEL - SLAB ON GRADE



MAIN LEVEL - BASEMENT



UNFINISHED LOWER LEVEL



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The Whitney

5 Bed | 4 Bath | 3 Garage | 3,448 Square Feet | 2 Stories



American Classic A



Prairie D



Northern Craftsman B



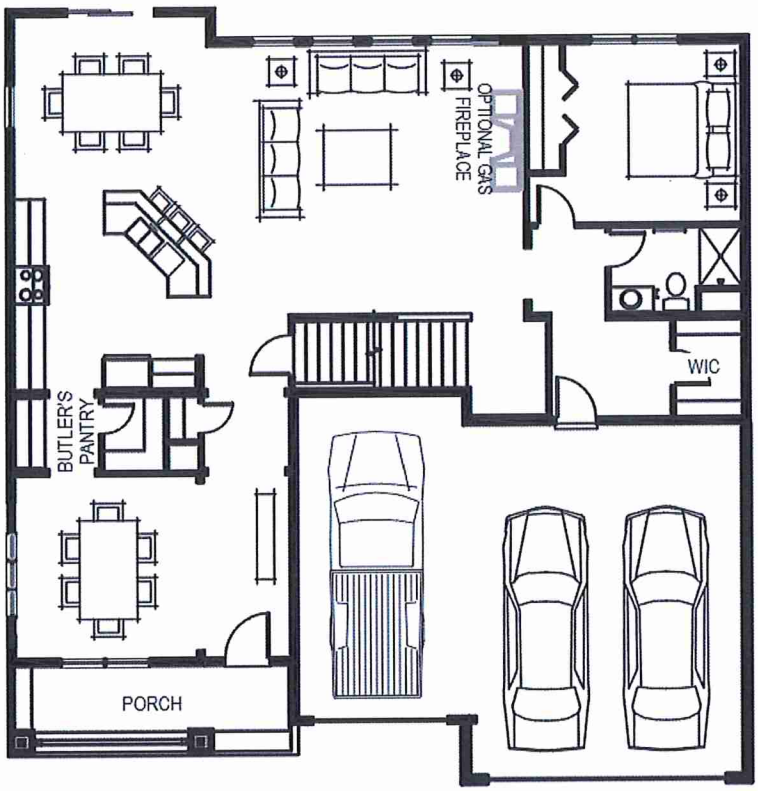
Artisan E

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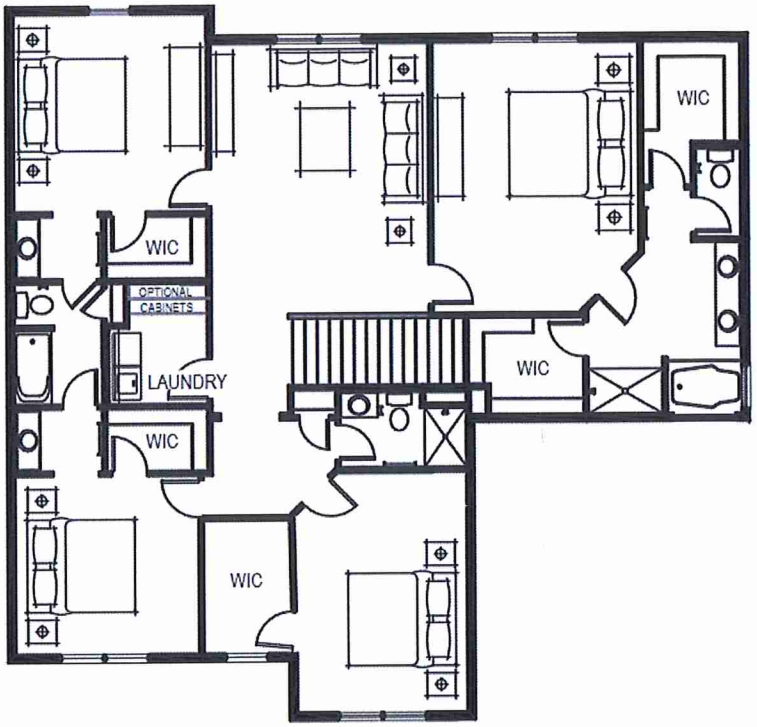
The Whitney

drhorton.com

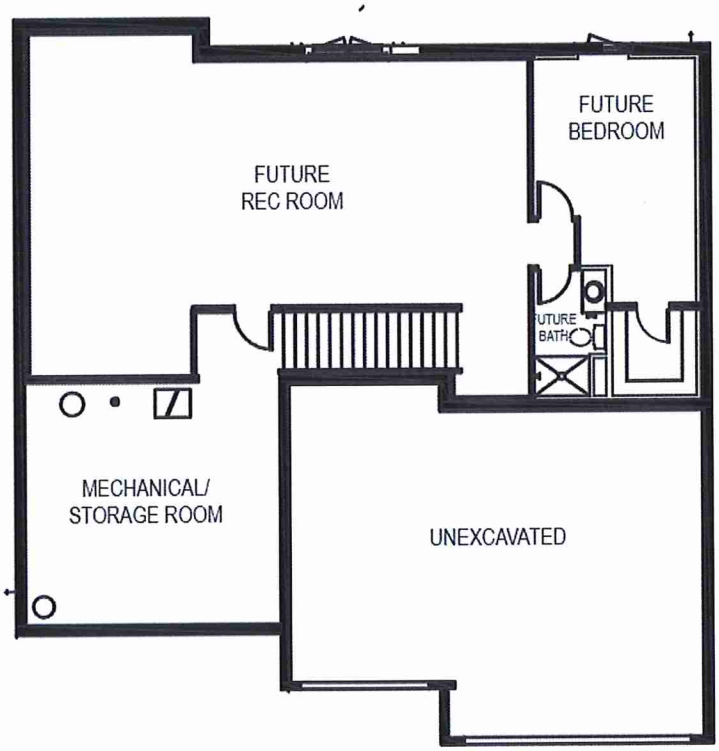
MAIN LEVEL



UPPER LEVEL



LOWER LEVEL



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REV. 9.2024.5451

The Harrison

4 Bed | 2.5 Bath | 3 Garage | 2,522 Square Feet | 2 Stories



American Classic A



Northern Craftsman B



Heartland Cottage C

D·R·HORTON
America's Builder

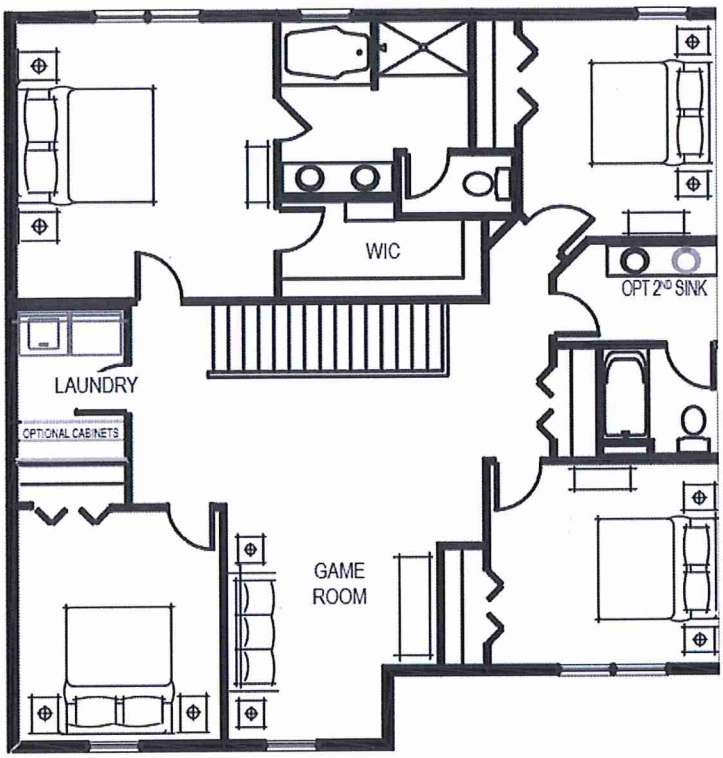
The Harrison

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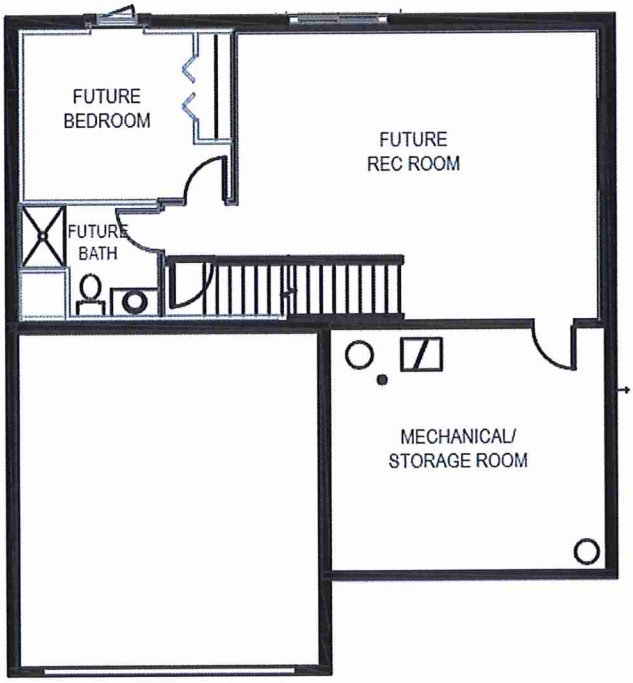
MAIN LEVEL



UPPER LEVEL



LOWER LEVEL



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REV. 11.2024.5465

The Jordan

5 Bed | 3 Bath | 3 Garage | 3,003 Square Feet | 2 Stories



American Classic A



Heartland Cottage C



Northern Craftsman B



Prairie D

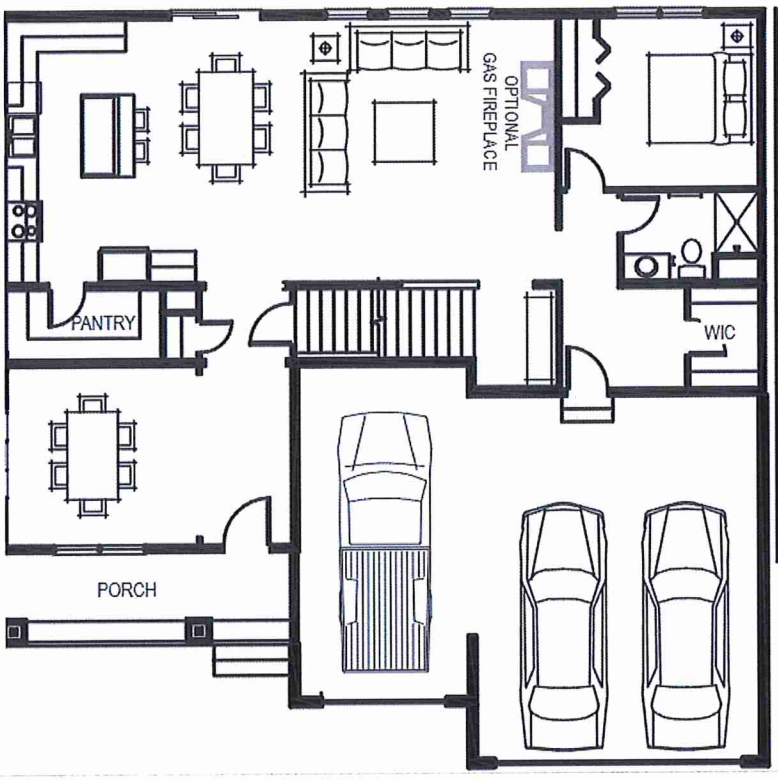
D·R·HORTON
America's Builder

The Jordan

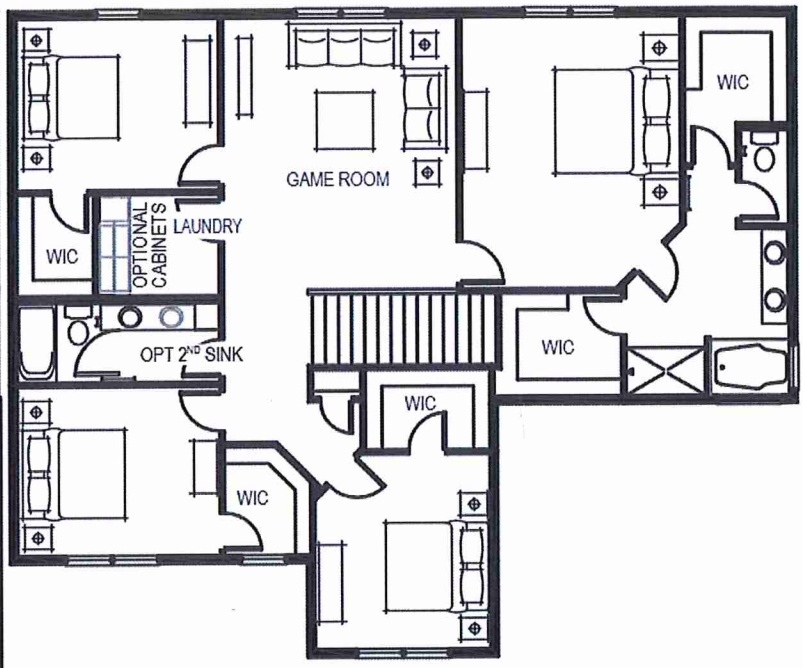
drhorton.com

121

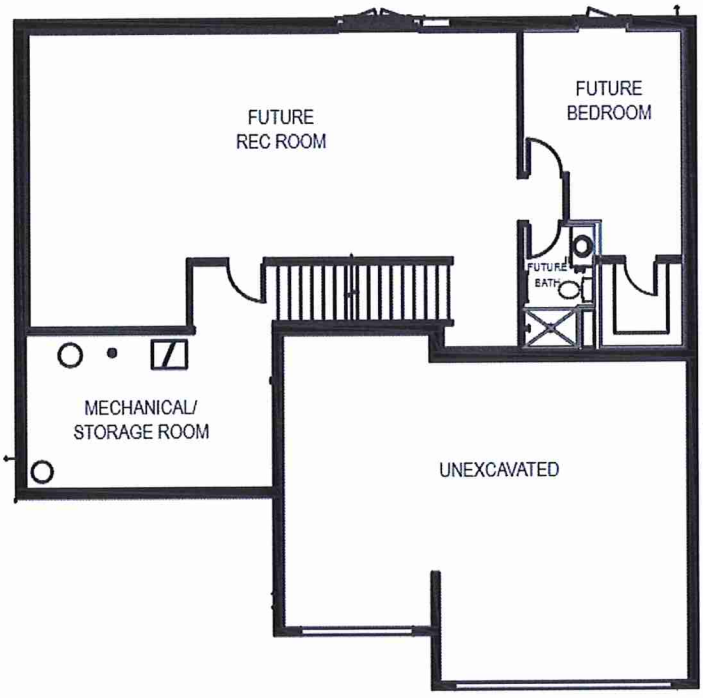
MAIN LEVEL



UPPER LEVEL



LOWER LEVEL



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REV. 9.2024 5470

The Jameson

5 Bed | 4 Bath | 3 Garage | 3,156 Square Feet | 2 Stories



American Classic A



Prairie D



Northern Craftsman B



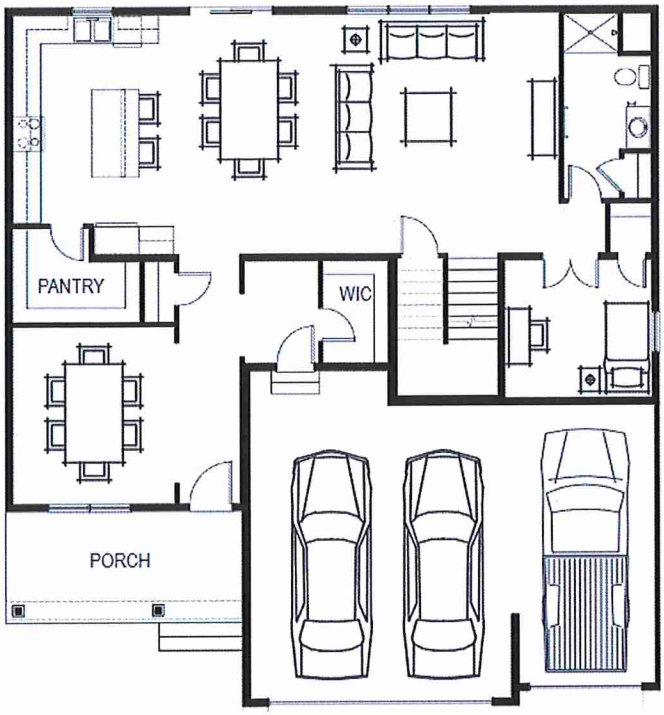
Heartland Cottage C

D·R·HORTON
America's Builder

The Jameson

drhorton.com

MAIN LEVEL



UPPER LEVEL



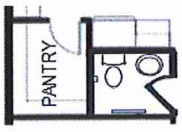
OPT
GAS FIREPLACE

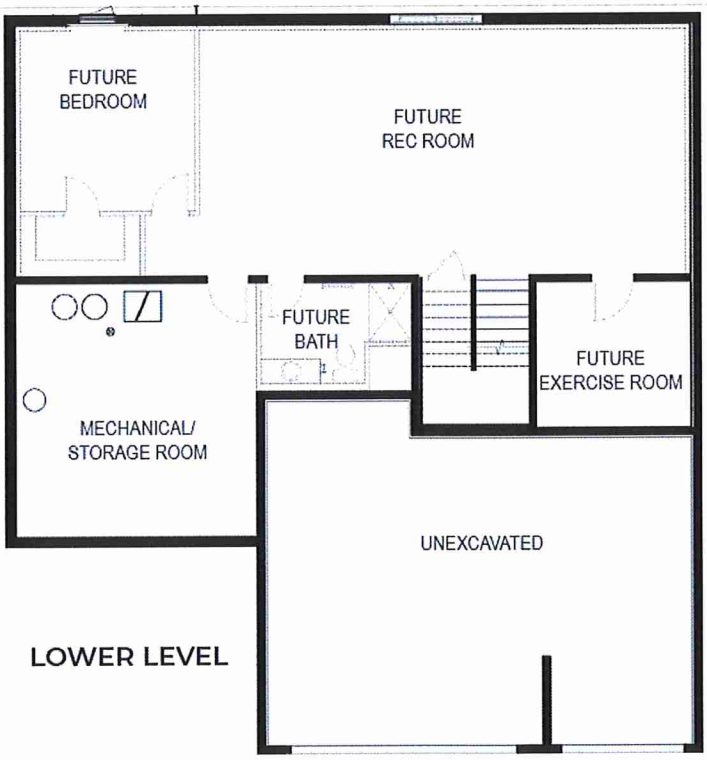


OPT
ELECTRIC FIREPLACE



OPT
MAIN LEVEL
POWDER BATH





LOWER LEVEL

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REV. 12.2024 5560

City of Shakopee
Memorandum

TO: Mark Noble, Senior Planner

FROM: Darin Manning, Project Engineer

SUBJECT: Planned Unit Development (PUD) Amendment & Preliminary Plat – Breeggemann Property

CASE: AMEND-000263-2024

DATE: February 10, 2025

The staff review indicates a request to review a Planned Unit Development (PUD) Amendment and Preliminary Plat application for the Breeggemann Property, a proposed residential development. The Breeggeman Property is located west of Marystown Road (County Road 15), east of Old Brickyard Road (County Road 69) and north of 130th Street (County Road 78).

This review should be considered preliminary, as more comments will follow with additional submittals. However, the Engineering Department offers the following comments at this time to the applicant and to the planning department:

The following items need to be addressed/completed prior to the Preliminary Plat being approved:

1. Plan review and plat review red-lined comments are attached to this memo and must be addressed and approved by the City Engineer.

2. Refer to Shakopee Public Utilities comments for watermain.

3. Approval of a preliminary plat will be contingent upon preliminary and final platting of the property to the east (north of the County Road 16 extension). This requirement is due to required roadway and utility coordination.

4. Easements will be shown on the Final Plat as approved by the City Engineer. They include but are not limited to the following:
   - Verify appropriate drainage and utility easements for public sanitary sewer, storm sewer and watermain systems are provided. The minimum widths of drainage and utility easements are set forth in Section 10.1 (A-D) of the City of Shakopee Design Criteria.
   - Dedicate drainage and utility easement to encompass the 100-year high water level of all storm water basins.

- Refer to plan review redlined comments for specific locations where additional easement is required.

5. Move the property line of lot 1, block 8 and lot 14, block 7 to center of trail and remove Outlot D.

6. Submit a certified bluff determination document. The certified bluff line and setback will be used to determine the final location of infrastructure along the top of the bluff.

7. As part of a PUD process, approval of temporary sanitary sewer systems will not be considered. With future submittals, a temporary system may be considered but the developer would be required to submit escrow money for the future removal of temporary piping and all associated costs including bypass pumping.

8. Plans must be provided to Scott County for review and any conditions imposed by the county must be adhered to by the applicant.

9. Approval of the PUD Amendment and Preliminary Plat does not constitute approval of the submitted construction plans.

The following items need to be addressed/completed prior to release of the Final Plat for recording:

10. Conduct a title search to confirm other interests on the property.

11. Execution of a Developer's Agreement, which needs to include provisions for a letter of credit or cash security equal to 125 percent of the estimated total cost of the improvements, plus 100 percent of the estimated costs of city inspection and administration.

12. The Developer's Agreement will include the following provision: The Developer shall construct CR 16 from the west plat boundary to the east plat boundary with the first phase final plat. The Developer shall submit a security for the entire roadway construction prior to recording the first phase final plat. County Road 16 may be constructed in phases but must be constructed in its entirety within the plat (extending to the west plat boundary) no later than December 31, 2026, excluding construction of the final wearing course of pavement. The final wearing course must be constructed by June 30, 2027. The Developer is eligible for reimbursement from Scott County for constructing County Road 16 above the City's standard collector roadway design. The City will provide reimbursement to the Developer for Scott County's share of the County Road 16 construction, to be determine by the County. Prior to reimbursement, the City and County must enter into a Cooperative Agreement establishing the reimbursement amounts and schedules.

13. A temporary cul-de-sac is required for all street stubs that serve three (3) lots or more, which includes the north end of LaTour Drive and the west end of Street 5. Submit an agreement to remove and restore the temporary cul-de-sac's when future development occurs. Provide a detailed cost estimate for the removal and restoration of the temporary cul-de-sac along with an escrow in that amount.

14. Submit standalone trail easements for trails not located on City property. See Section 10.1.G of the City Design Criteria (3 ft on each side).

15. Submit a detailed lot area drawing showing the total plat area, the total drainage and utility easement area encompassing 100-year high water levels of wetlands/storm water basins, the total area of right-of-way, the total area of conservation easements and outlots, the total area of bituminous street and the total area of lots.

16. Submit a detailed contractor's bid for all public improvements associated with this subdivision.

17. Pay all applicable fees/charges listed below, as required by the most current City of Shakopee Fee Schedule.

- Street and Utility Fee
- Watermain Fee
- Trunk Sanitary Sewer Charge
- Bituminous Sealcoat Fee
- Sign Installation Fee
- Trunk Storm Water Charge
- Storm Water Management Plan Review Fees

18. Retaining walls are located across multiply properties. Further discussion is needed regarding maintenance and future replacement.

19. At a minimum, obtain conditional approval of the development's storm water management plan.

20. Prior to discharging into a storm water basin, pretreatment must be provided.

21. Provide electronic files (AutoCAD and Portable Document Format – PDF) of the Final Plat to be recorded with datum on the Scott County coordinate system.

The following items need to be addressed/completed prior to approval of a grading permit, a street and utility plan and/or a building permit:

22. Obtain final approval of the subdivision's storm water management plan.

23. Pay all applicable fees and submit security for grading permit as required by the most current City of Shakopee Fee Schedule.

24. Grade the entire site, as proposed on the approved plans, in one phase within one year from the date of approval of the grading permit application. Grading is defined as bringing the site to the proposed finished grade with materials deemed acceptable by the City of Shakopee engineering department, providing topsoil per City requirements and applying seed, mulch and/or sod per City requirements and providing an as-built record grading plan per Section 2.5 of the City of Shakopee Design Criteria.

25. Provide the city with a copy of all applicable permits/approvals, including, but not limited to the following:

    - Minnesota Department of Health
    - Met Council
    - Minnesota Pollution Control Agency (NPDES and Sanitary Sewer Extension)
    - Shakopee Public Utilities
    - Any other required

26. Submit detailed pavement design calculations.

27. Submit retaining wall design for City review and approval.

28. Submit a small utilities joint trench design and detail.

29. The contractor must submit a Construction Management Plan to the city prior to any construction activities.

30. Submit final construction plans for approval by the city. Plans must include a private utility coordination plan.

31. Record plans need to be provided per the City of Shakopee Design Criteria, Section 2.5 and Section 11.2 (A-L). The record plans need to be certified and submitted to the engineering department. Provide a letter from the engineer of record certifying all improvements were constructed per approved plans and under the direct supervision of the engineer of record.

<u>Recommendation</u>

The Engineering Department recommends approval of the application subject to the conditions above being addressed/completed by the applicant.

BREEGGEMANN PROPERTY – BLUFF VIEW PUD AMENDMENT

Summergate Development is proposing development of a single-family residential subdivision to consist of 247 single family lots, to be located along future 17th Avenue at Zumbro Avenue. The subject site is approximately 85.35 acres in size and is guided by the 2040 Shakopee Comprehensive Plan for Low Density Residential. The request involves an amendment to the approved PUD for Bluff View, originally approved February 21, 2023, and allowing for 222 single family lots. Further, in order to facilitate future 17th Avenue, the preliminary plat includes dedication of 5 acres of right-of-way for the roadway. The revised subdivision plan includes 247 single-family residential lots, along with outlots for open space and trail purposes and remnant outlots for inclusion in future subdivisions. As part of the PUD proposal, open space along the Minnesota River Bluff is provided to accommodate trail connections and views from the adjacent roadway.

Proposed lots include 42-foot, 52-foot, 62-foot and 65-foot lot widths, with minimum 25-foot front yard setback, 30-foot rear, and 6-foot side yards. Gross density is 2.89 units per acre and net density at 4.1 units per net acre.

Summergate Development LLC is currently developing properties in Cottage Grove, Lakeville, Shakopee, Farmington, and Victoria. We look forward to working with the City of Shakopee to bring this new residential development to completion.

17305 Cedar Avenue Suite 200, Lakeville, MN 55044 952-898-3461 bryant@summer-gate.com www.summer-gate.com

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PRELIMINARY PLAT SUBMITTAL

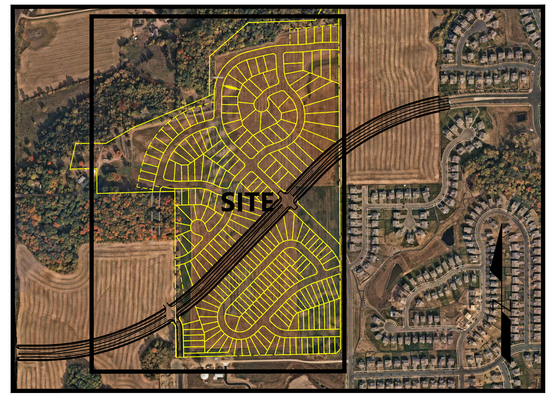
FOR

PRELIMINARY PLAT, GRADING & UTILITIES

FOR

BLUFF VIEW

SHAKOPEE, MN



Vicinity Map
(NOT TO SCALE)

Fire - Street names must be reviewed and approved.

Need to include:
- Intersection details
- Small utility plan
- Lighting, signing, striping plan
- Utility Profiles (Storm, Sewer, Water)
- Storm Sewer Casting Schedule
- Typical Street Sections
- Landscape Plan
- Details (City & SPUC)
- MnDOT Details for Erosion Control & ADA Ped Ramps
- Provide separate plan sheets for erosion control. When combined with grading the erosion control gets lost.

Revise:

Set up plan sheets to match city template:
-Storm/Street: plan window top, profile bottom
-San/WM: plan sheets set up the same as Storm/street, showing San/WM improvements, ghost in Storm.
- only miscellaneous profile sheets for storm that do not fall in the normal plan sheets and for SAN/WM that do not fall in the normal plan sheets.

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044
CONTACT: BRYAN TUCKER
PHONE: 952-898-3461
EMAIL: BRYANT@SUMMER-GATE.COM

PREPARED BY:

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0057465.00
CONTACT: RYAN M. BLUHM

SHEET INDEX

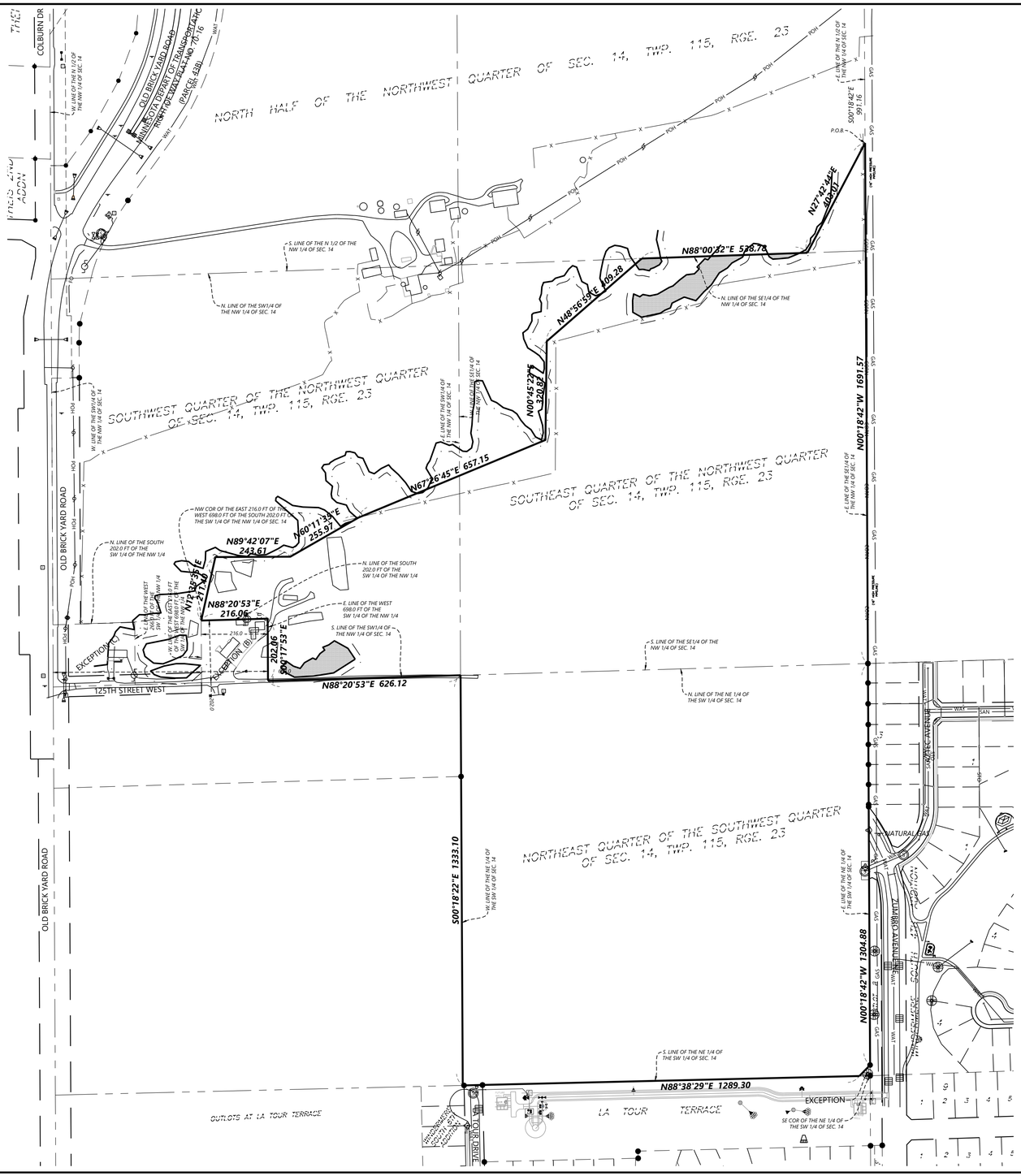
Sheet List Table	
Sheet Number	Sheet Title
1	Cover
2	Existing Conditions
3	Overall Preliminary Plat
4	Preliminary Plat Detail A
5	Preliminary Plat Detail B
6	Preliminary Plat Detail C
7	Preliminary Plat Detail D
8	Preliminary Plat Detail E
9	Overall Preliminary Grading Plan
10	Preliminary Grading Drainage & Erosion Control Plan
11	Preliminary Grading Drainage & Erosion Control Plan
12	Preliminary Grading Drainage & Erosion Control Plan
13	Preliminary Grading Drainage & Erosion Control Plan
14	Preliminary Grading Drainage & Erosion Control Plan
15	Preliminary Grading Drainage & Erosion Control Plan
16	Overall Preliminary Utility Plan
17	Preliminary Utility Plan
18	Preliminary Utility Plan
19	Preliminary Utility Plan
20	Preliminary Utility Plan
21	Preliminary Utility Plan
22	Street Profiles
23	Street Profiles
24	Street Profiles

NO.	DATE	REVISION	SHEETS
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PRELIMINARY PLAT SUBMITTAL
FOR
PRELIMINARY PLAT, GRADING & UTILITIES
FOR
BLUFF VIEW
SHAKOPEE, MN

INITIAL SUBMITTAL DATE: 11/27/24 SHEET: 1 OF 24

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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

PROPOSED PROPERTY DESCRIPTION

That part of the North Half of the Northwest Quarter, that part of the Southwest Quarter of the Northwest Quarter, that part of the Southeast Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Southwest Quarter all in Section 14, Township 115 North, Range 23 West, Scott County, Minnesota, lying southeasterly of the following described line:

Commencing at the North Quarter corner of said Section 14; thence South 00 degrees 18 minutes 42 seconds East, assumed bearing along the east line of said North Half of the Northwest Quarter, a distance of 991.16 feet to the point of beginning of the line to be described; thence South 27 degrees 42 minutes 44 seconds West, a distance of 403.01 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 88 degrees 00 minutes 32 seconds West, along said north line a distance of 538.78 feet; thence South 48 degrees 56 minutes 59 seconds West, a distance of 409.28 feet; thence South 00 degrees 45 minutes 22 seconds West, a distance of 320.82 feet; thence South 67 degrees 26 minutes 45 seconds West, a distance of 657.15 feet; thence South 60 degrees 11 minutes 35 seconds West, a distance of 255.97 feet; thence South 89 degrees 42 minutes 07 seconds West, a distance of 243.61 feet; thence South 12 degrees 35 minutes 35 seconds West, a distance of 211.40 feet to the northwest corner of the East 216.0 feet of the West 698.0 feet of the South 202.0 feet of said Southwest Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 53 seconds East, along the west line of said East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter, a distance of 202.06 feet to the south line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

EXCEPTING THEREFROM

The East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter.

AND

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼) of said Section 14, thence running West thirty-five (35) feet, thence Northeasterly to a point thirty-five (35) feet North of the Southeast corner of said Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼), thence South thirty-five (35) feet to the place of beginning, all in Section fourteen (14), Township one hundred fifteen (115), Range twenty-three (23), now platted as part of Outlot B, WINDERMERE SOUTH 4TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

GENERAL NOTES

1. The survey was prepared by a combination of linework provided by Loucks and also field work completed by Westwood Professional Services.

2. Horizontal Datum: 1983NAD (1996adj) Scott County Coordinate System, US Survey Feet

LEGEND

- SANITARY MANHOLE
- BEEHIVE CATCH BASIN
- CATCH BASIN
- FLARED END SECTION
- HYDRANT
- GATE VALVE
- ELECTRIC BOX
- GUY WIRE
- POWER POLE
- TELEPHONE BOX
- HAND HOLE/JUNCTION BOX
- STEEL/WOOD POST
- SIGN

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- TREE LINE
- CTV — CABLE TELEVISION LINE
- GAS — GAS LINE
- POH — POWER OVERHEAD
- PUG — POWER UNDERGROUND
- SAN — SANITARY SEWER
- STO — STORM SEWER
- WAT — WATERMAIN
- FO — FIBER OPTIC
- x — FENCE LINE
- Δ — CONTROLLED ACCESS
- CURB & GUTTER
- CONCRETE SURFACE
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- WETLAND
- FOUND MONUMENT (SEE LABEL)
- CAST IRON MONUMENT (SEE LABEL)
- SET MONUMENT (SEE LABEL)

1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: -
CHECKED: -
DRAWN: -
HORIZONTAL SCALE: 200.000031'
VERTICAL SCALE: 40' OR 20'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 - -
2 - -
3 - -
4 - -
5 - -

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

MATHEW J. WELINSKI
DATE: 11/27/24 LICENSE NO. 53596

BLUFF VIEW
SHAKOPEE, MN

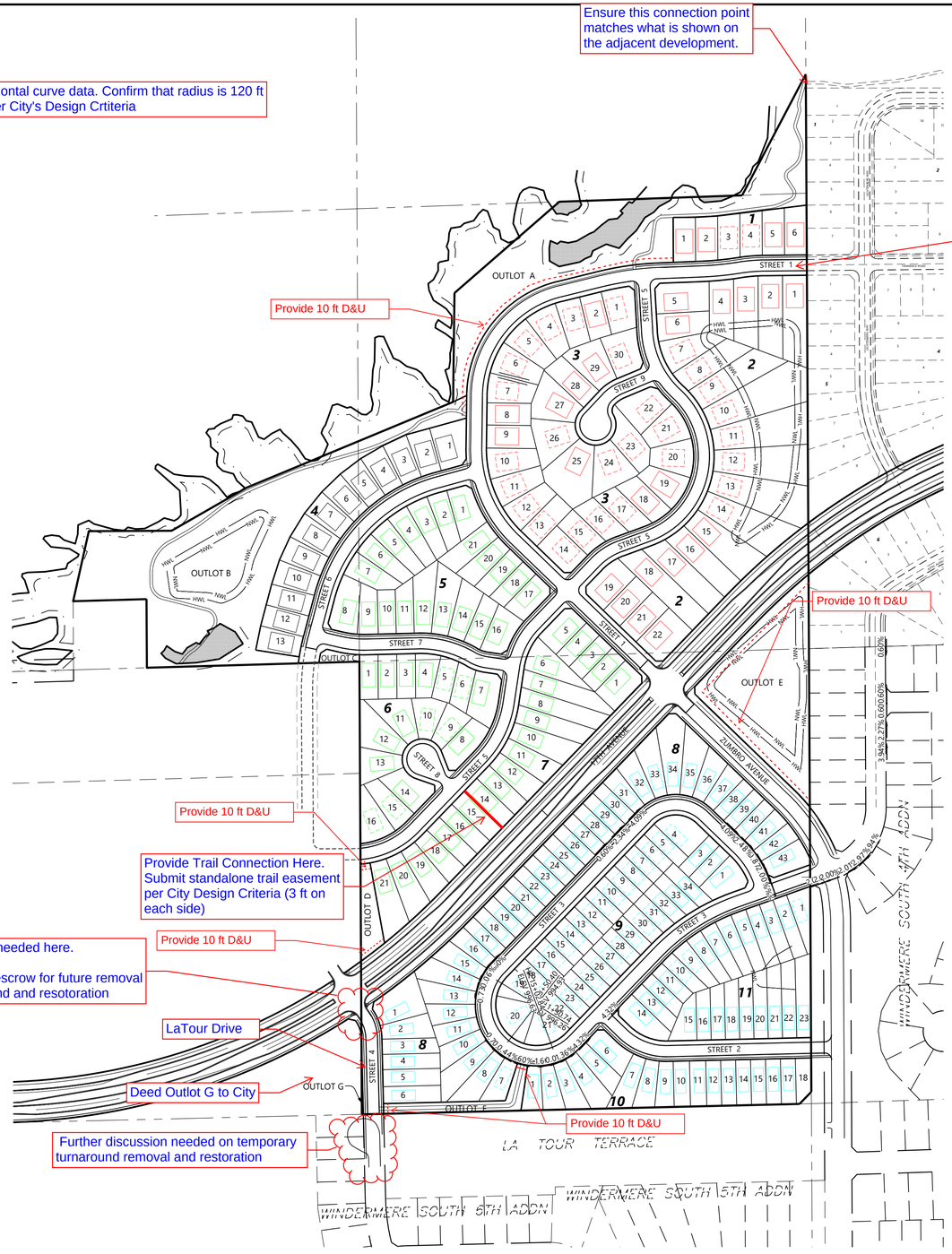
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Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

EXISTING CONDITIONS

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 2 OF 24
DATE: 11/27/24

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PROPOSED PROPERTY DESCRIPTION

That part of the North Half of the Northwest Quarter, that part of the Southwest Quarter of the Northwest Quarter, that part of the Southeast Quarter of the Northwest Quarter and that part of the Northeast Quarter of the Southwest Quarter all in Section 14, Township 115 North, Range 23 West, Scott County, Minnesota, lying southeasterly of the following described line:

Commencing at the North Quarter corner of said Section 14; thence South 00 degrees 18 minutes 42 seconds East, assumed bearing along the east line of said North Half of the Northwest Quarter, a distance of 991.16 feet to the point of beginning of the line to be described; thence South 27 degrees 42 minutes 44 seconds West, a distance of 403.01 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence South 88 degrees 00 minutes 32 seconds West, along said north line a distance of 538.78 feet; thence South 48 degrees 56 minutes 59 seconds West, a distance of 409.28 feet; thence South 00 degrees 45 minutes 22 seconds West, a distance of 320.82 feet; thence South 67 degrees 26 minutes 45 seconds West, a distance of 657.15 feet; thence South 60 degrees 11 minutes 35 seconds West, a distance of 255.97 feet; thence South 89 degrees 42 minutes 07 seconds West, a distance of 243.61 feet; thence South 12 degrees 35 minutes 35 seconds West, a distance of 211.40 feet to the northwest corner of the East 216.0 feet of the West 698.0 feet of the South 202.0 feet of said Southwest Quarter of the Northwest Quarter; thence South 00 degrees 17 minutes 53 seconds East, along the west line of said East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter, a distance of 202.06 feet to the south line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

EXCEPTING THEREFROM

The East 216.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest Quarter of the Northwest Quarter.

AND

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼) of said Section 14, thence running West thirty-five (35) feet, thence Northeasterly to a point thirty-five (35) feet North of the Southeast corner of said Northeast Quarter of the Southwest Quarter (NE ¼ of SW ¼), thence South thirty-five (35) feet to the place of beginning, all in Section fourteen (14), Township one hundred fifteen (115), Range twenty-three (23), now platted as part of Outlot B, WINDERMERE SOUTH 4TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

SITE DEVELOPMENT DATA

• EXISTING ZONING:	R-1B
• PROPOSED ZONING:	PUD
• OVERALL GROSS SITE AREA:	85.34± AC
MAJOR R/W (17TH AVE W):	5.08 AC
MAJOR R/W (ZUMBRO AVE):	1.01 AC
LOCAL STREETS R/W:	13.24 AC
PONDING HWL:	5.70 AC
BLUFF AREA:	0.92 AC
• NET SITE AREA:	59.39 AC
• REQ'D OPEN SPACE (15% OF NET):	8.94 AC
• PROJECT OPEN SPACE PROVIDED: (OUTLOT A, B & F LESS PONDING HWL (1.12AC))	9.54 AC
• DEVELOPMENT SUMMARY	
65' SINGLE FAMILY LOTS (BLKS 1, 2, 3):	58 LOTS
62' SINGLE FAMILY LOTS (BLK 4):	13 LOTS
52' SINGLE FAMILY LOTS (BLKS 5, 6, 7):	58 LOTS
42' SINGLE FAMILY LOTS (BLKS 8, 9, 10, 11):	118 LOTS
TOTAL SINGLE FAMILY LOTS:	247 LOTS
• PROJECT DENSITY:	
GROSS: (247 LOTS / 85.34 AC)	2.89± UN/AC
NET: (247 LOTS / 59.39 AC)	4.16± UN/AC

LOT STANDARDS

STANDARD	R-1B ZONING DISTRICT	65' SINGLE FAMILY	62' SINGLE FAMILY	52' SINGLE FAMILY	42' SINGLE FAMILY
MINIMUM LOT AREA	none listed	8,482 SF	8,190 SF	6,890 SF	5,070 SF
AVERAGE LOT AREA	-	13,305 SF	9,016 SF	9,635 SF	7,007 SF
MINIMUM LOT WIDTH	60' @ FRT SBK	65' @ FRT SBK	62' @ FRT SBK	52' @ FRT SBK	42' @ FRT SBK
MINIMUM CORNER WIDTH	60' @ FRT SBK	82.5' @ FRT SBK	81' @ FRT SBK	71' @ FRT SBK	61' @ FRT SBK
MINIMUM LOT DEPTH	100'	125'	130'	122'	120'
SETBACKS					
FRONT	25'	25'	25'	25'	25'
SIDE INTERIOR LOT	7.5'/7.5' (15' TOTAL)	7.5'/7.5' (15' TOTAL)	6'/6' (12' TOTAL)	6'/6' (12' TOTAL)	6'/6' (12' TOTAL)
SIDE CORNER LOT	25'	25'	25'	25'	25'
REAR	30'	30'	30'	30'	30'

DEVELOPMENT NOTES

1. ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.
5. STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.

Call 48 Hours before digging:
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OUTLOT TABLE

OUTLOT	USE	OWNERSHIP	GROSS AREA
A	OPEN SPACE	CITY	4.34 AC
B	OPEN SPACE / PONDING	CITY	5.94 AC
C	FUTURE DEVELOMENT	DEVELOPER	0.08 AC
D	FUTURE DEVELOPMENT	DEVELOPER	0.31 AC
E	PONDING	HOA	2.75 AC
F	OPEN SPACE / TRAIL	CITY	0.38 AC
G	FUTURE DEVELOPMENT	DEVELOPER	0.01 AC

SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL

1" = 200'
0' 200' 400' 600'

NOT FOR CONSTRUCTION

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BLUFF VIEW

DESIGNED: -
CHECKED: -
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HORIZONTAL SCALE: 200'
VERTICAL SCALE: 40' OR 20'

INITIAL ISSUE: 11/27/24
REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Fax (952) 937-5822 | Minnetonka, MN 55343
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Westwood Professional Services, Inc.

OVERALL PRELIMINARY PLAT

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 3 OF 24
DATE: 11/27/24

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(16" HIGH PRESSURE PIPELINE)

Trail to be offset a minimum of 3 ft from property line.

Revise: keep trail out of setback.

Keep boulevard width consistent

Label boulevard width. Keep consistent width and minimum of 7 ft

OUTLOT A
189,164 sf

Bluff Line
20' Bluff Setback
8' Trail
5' Sidewalk
STREET 1
STREET 5
STREET 9
BLUFF
1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

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BLUFF VIEW

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CHECKED: .
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HORIZONTAL SCALE: ##########
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 11/27/24
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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SHAKOPEE, MN

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PRELIMINARY PLAT
DETAIL A

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 4 OF 24
DATE: 11/27/24

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end trail where it heads west.

5 ft Sidewalk to the south. Tee into trail.

Label boulevard width. Keep consistent width and minimum of 7 ft

Ensure structure setback meets 30 ft minimum from HWL, this includes the deck.

30'-0"

20' Bluff Setback

BLUFF

STREET 1

STREET 5

STREET 6

STREET 9

5' Sidewalk

34 B-B

60 R/W

R60

R47

659,465 sf

(16" HIGH PRESSURE PIPELINE)

1" = 50'

0' 50' 100' 150'

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BLUFF VIEW

DESIGNED: .
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VERTICAL SCALE: ### OR ##

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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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SHAKOPEE, MN

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PRELIMINARY PLAT
DETAIL B

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 5 OF 24
DATE: 11/27/24

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Bluff Line
20' Bluff Setback
8' Trail
OUTLOT B
258,601 sf
OUTLOT C
119
373 sf
STREET 6
STREET 7
STREET 5
STREET 1
5' Sidewalk
60 R/W
34 B-B
993-9 3/4
Street 6 does not need to extend to the south property line
Extend sidewalk to intersection and clean up linework
1" = 50'
0' 50' 100' 150'
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BLUFF VIEW
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DESIGNED:	-
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HORIZONTAL SCALE:	##########
VERTICAL SCALE:	### OR ##

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PREPARED FOR:
SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
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PRELIMINARY PLAT
DETAIL C

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 6 OF 24
DATE: 11/27/24

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Extend trail & sidewalk to intersection

Provide 10 ft D&U Easement

Revise culdesac to reverse curb with a throat vs a tangent (on both sides) if possible

OUTLOT C
3,373 sf

OUTLOT E
119,897 sf

659,463 sf

STREET 1
STREET 2
STREET 5
STREET 6
STREET 7
STREET 8
ZUMBRO AVENUE
11TH AVENUE

5' Sidewalk
10' Trail

(16" HIGH PRESSURE GAS PIPELINE)

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

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PREPARED FOR:
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17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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PRELIMINARY PLAT
DETAIL D

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 7 OF 24
DATE: 11/27/24

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STREET 5
17TH AVENUE
STREET 2
STREET 3
STREET 4
OUTLOT D
OUTLOT F
16,517 sf
OUTLOT G
10' Trail
5' Sidewalk
60 R/W
FUTURE WELL
9
10
11
8
182,663 sf
13,354 sf
11,960 sf
14,759 sf
10,357 sf
9,150 sf
8,258 sf
8,254 sf
10,237 sf
8,256 sf
14,459 sf
8,757 sf
7,456 sf
7,660 sf
8,511 sf
8,510 sf
11,235 sf
10,019 sf
7,404 sf
7,716 sf
6,773 sf
7,276 sf
8,886 sf
9,988 sf
7,865 sf
6,538 sf
7,404 sf
7,728 sf
10,628 sf
10,096 sf
6,795 sf
6,967 sf
8,159 sf
9,992 sf
7,727 sf
9,107 sf
9,022 sf
7,548 sf
6,666 sf
6,461 sf
5,922 sf
5,500 sf
10,087 sf
5,575 sf
5,576 sf
10,730 sf
5,919 sf
5,070 sf
6,476 sf
5,942 sf
5,540 sf
5,264 sf
5,681 sf
5,640 sf
5,160 sf
6,531 sf
10,476 sf
5,819 sf
5,463 sf
6,917 sf
5,921 sf
7,471 sf
6,204 sf
6,757 sf
7,311 sf
7,864 sf
8,418 sf
8,971 sf
9,525 sf
10,648 sf
9,312 sf
6,275 sf
6,209 sf
5,525 sf
7,805 sf
7,897 sf
7,872 sf
7,848 sf
7,804 sf
7,715 sf
7,531 sf
7,227 sf
5,661 sf
1" = 50'
0' 50' 100' 150'
NOT FOR CONSTRUCTION
BLUFF VIEW
N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C_PPP02.DWG

DESIGNED: .
CHECKED: .
DRAWN: .
HORIZONTAL SCALE: ##########
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REVISIONS:
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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NICHOLAS T. MEYER
DATE: 11/27/24 LICENSE NO. 53774

BLUFF VIEW
SHAKOPEE, MN

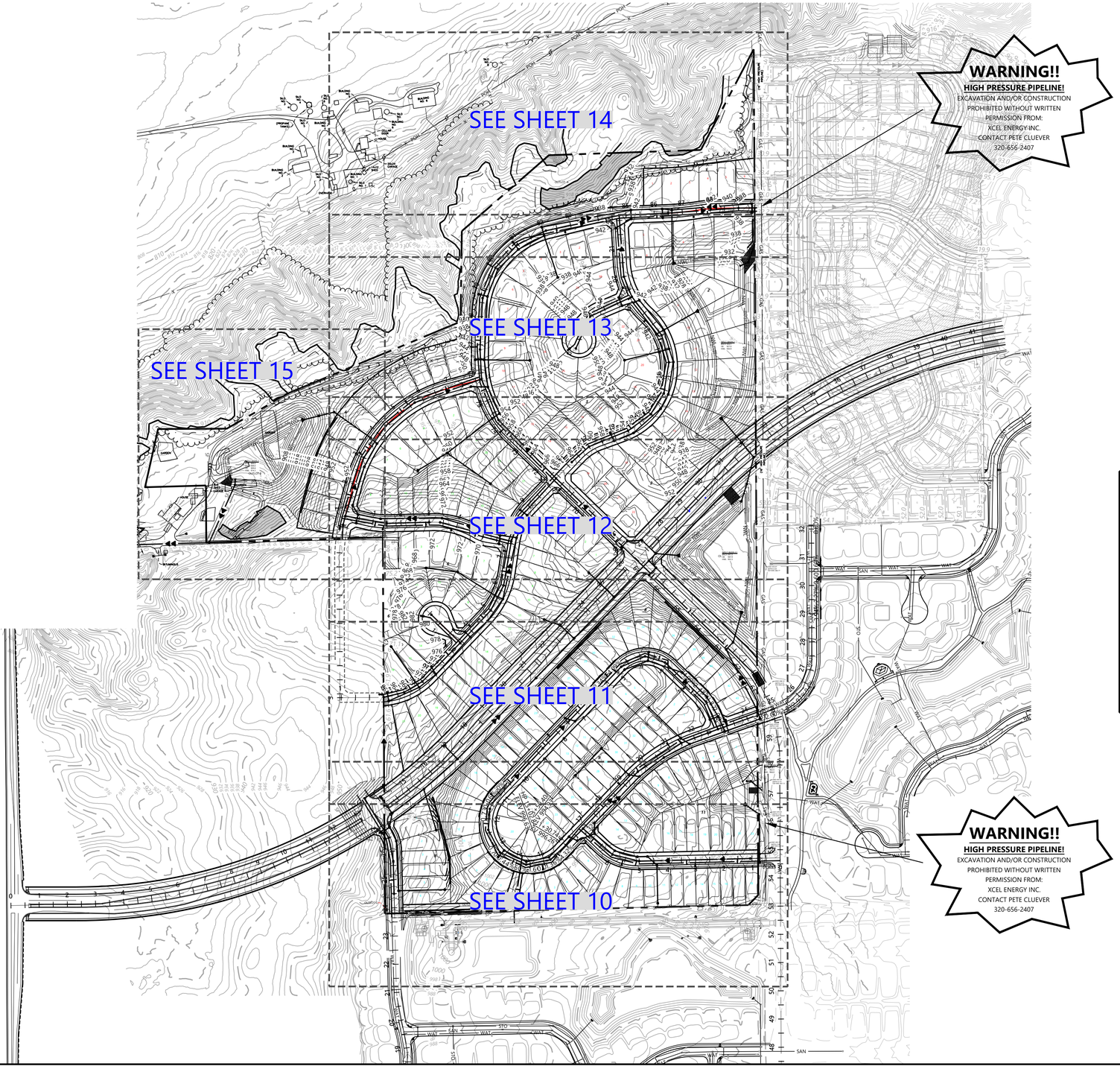
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PRELIMINARY PLAT
DETAIL E

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 8 OF 24
DATE: 11/27/24

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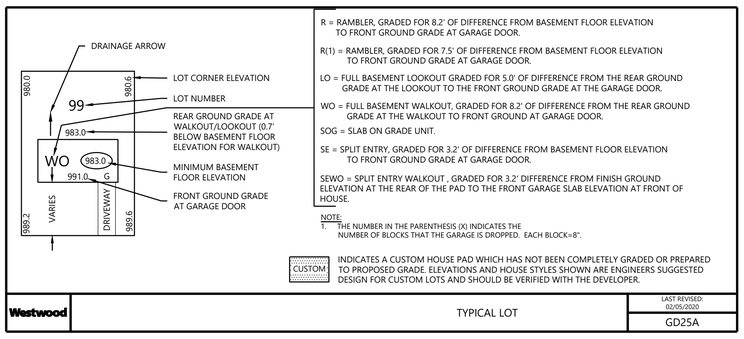
GRADING & DRAINAGE NOTES

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1. ALL CONTOURS AND SPOT ELEVATIONS ARE SHOWN TO FINISHED SURFACE/GUTTER GRADES UNLESS OTHERWISE NOTED.
2. REFER TO THE SITE PLAN/RECORD PLAT FOR MOST CURRENT HORIZONTAL SITE DIMENSIONS AND LAYOUT.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHICAL FEATURES WITH THE OWNERS AND FIELD-VERIFY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
4. ALL RCP FOR STORM SEWER SHALL BE CLASS 5 UNLESS OTHERWISE NOTED.
5. ALL CATCH BASINS AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.10 FEET. RIM ELEVATIONS ON PLANS REFLECT THE SUMPED ELEVATIONS.
6. ALL CONSTRUCTION SHALL CONFORM TO LOCAL RULES.
7. POSITIVE DRAINAGE FROM THE SITE MUST BE PROVIDED AT ALL TIMES.
8. THE CONTRACTOR IS TO CONTACT GOPHER STATE "ONE CALL" FOR UTILITY LOCATIONS.
9. REFER TO TREE PRESERVATION PLANS FOR TREE REMOVALS.

EROSION CONTROL NOTES

1. ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAY BALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
2. ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A ROCK ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
3. ALL DISTURBED AREAS WITHOUT PERMANENT IMPERMEABLE SURFACES WILL BE VEGETATED FOR FINAL STABILIZATION. IF EROSION CONTROL BLANKET IS NOT REQUIRED, THE SITE SHALL BE STABILIZED WITH MN/DOT SEED MIXTURE 250 APPLIED AT 70LBS/ACRE AND TYPE-1 MULCH APPLIED AT 2 TONS/ACRE IN ACCORDANCE WITH MN/DOT SPECIFICATION 2575.
4. PERMANENT VEGETATION ESTABLISHMENT PERMANENT TURF SHALL FOLLOW THE RECOMMENDATIONS PER NOTES AND SPECIFICATIONS IN THE GRADING PLAN. SEEDING THAT IS TO OCCUR AFTER OCTOBER 20TH SHALL CONFORM TO THE MN/DOT SPECIFICATIONS FOR DORMANT SEEDING PER THE MN/DOT SEEDING MANUAL 2007.
5. ALL BACKYARD DRAINAGE SWALES MUST BE SODDED & PROTECTED FROM EROSION AT CONCLUSION OF SITE GRADING ACTIVITIES.



R = RAMBLER, GRADED FOR 8.2' OF DIFFERENCE FROM BASEMENT FLOOR ELEVATION TO FRONT GROUND GRADE AT GARAGE DOOR.

R(1) = RAMBLER, GRADED FOR 7.5' OF DIFFERENCE FROM BASEMENT FLOOR ELEVATION TO FRONT GROUND GRADE AT GARAGE DOOR.

LO = FULL BASEMENT LOOKOUT GRADED FOR 5.0' OF DIFFERENCE FROM THE REAR GROUND GRADE AT THE LOOKOUT TO THE FRONT GROUND GRADE AT THE GARAGE DOOR.

WO = FULL BASEMENT WALKOUT, GRADED FOR 8.2' OF DIFFERENCE FROM THE REAR GROUND GRADE AT THE WALKOUT TO FRONT GROUND AT GARAGE DOOR.

SOG = SLAB ON GRADE UNIT.

SE = SPLIT ENTRY, GRADED FOR 3.2' OF DIFFERENCE FROM BASEMENT FLOOR ELEVATION TO FRONT GROUND GRADE AT GARAGE DOOR.

SEWO = SPLIT ENTRY WALKOUT , GRADED FOR 3.2' DIFFERENCE FROM FINISH GROUND ELEVATION AT THE REAR OF THE PAD TO THE FRONT GARAGE SLAB ELEVATION AT FRONT OF HOUSE.

NOTE:
1. THE NUMBER IN THE PARENTHESIS (X) INDICATES THE NUMBER OF BLOCKS THAT THE GARAGE IS DROPPED. EACH BLOCK=8".

CUSTOM — INDICATES A CUSTOM HOUSE PAD WHICH HAS NOT BEEN COMPLETELY GRADED OR PREPARED TO PROPOSED GRADE. ELEVATIONS AND HOUSE STYLES SHOWN ARE ENGINEERS SUGGESTED DESIGN FOR CUSTOM LOTS AND SHOULD BE VERIFIED WITH THE DEVELOPER.

Westwood	TYPICAL LOT	LAST REVISED: 02/05/2020
		GD25A



1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	200'
VERTICAL SCALE:	

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL PRELIMINARY GRADING PLAN

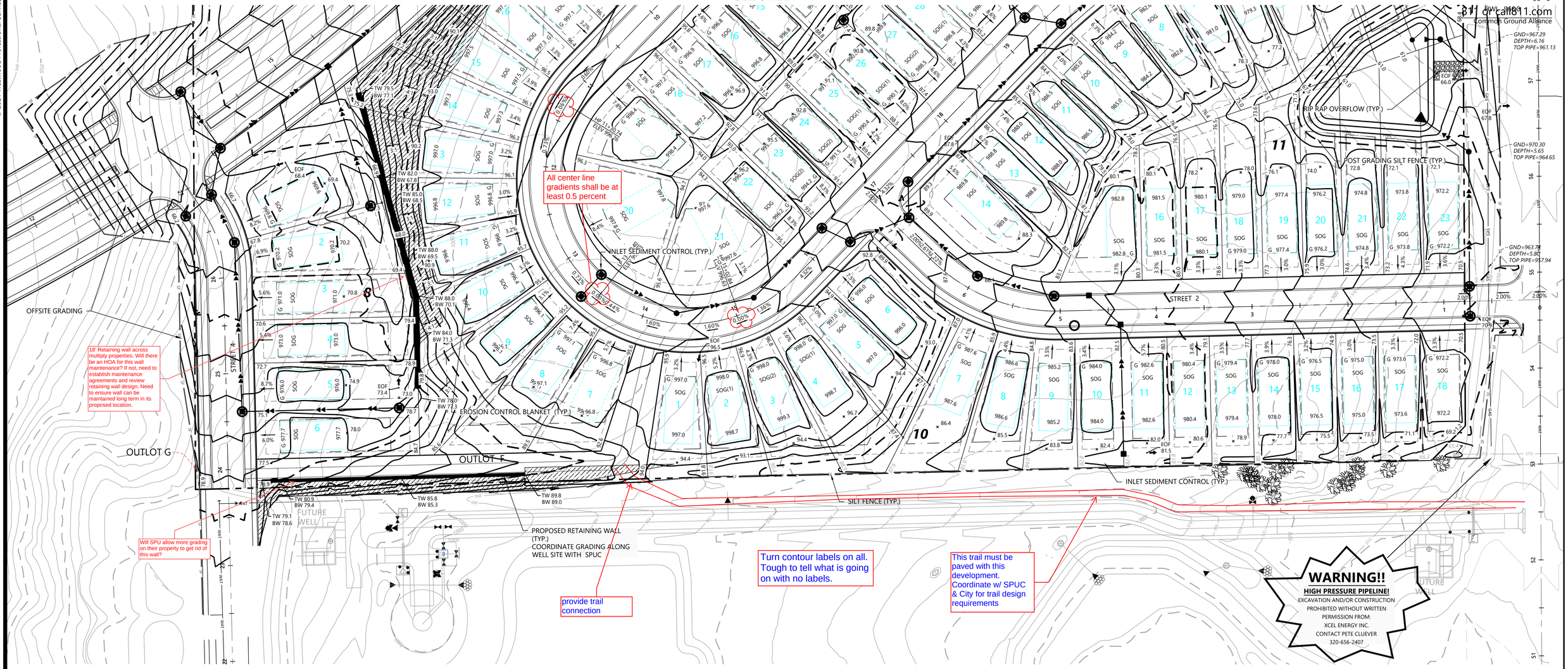
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 9 OF 24
DATE: 11/27/24

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SEE SHEET 11

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
× 900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT

EXISTING	PROPOSED	
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C_GDP01.DWG

BLUFF VIEW

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

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Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 10 OF 24
DATE: 11/27/24

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SEE SHEET 12

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WARNING!!
HIGH PRESSURE PIPELINE!
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT WRITTEN PERMISSION FROM:
XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

Same comment as above for this retaining wall

Reroute this storm. Put CBs in the street as needed but this rear yard run is not allowed.

INLET SEDIMENT CONTROL (TYP.)
ROCK CONSTRUCTION ENTRANCE (TYP.)
SILT FENCE (TYP.)
EROSION CONTROL BLANKET (TYP.)
OFFSITE GRADING
OUTLOT
17TH AVENUE
STREET 1
STREET 2
STREET 3

GND=973.47
DEPTH=5.85
TOP PIPE=967.62

INFILT. BASIN 5
BNCH 961.0
OE 962.5
HWL 966.0

GND=967.29
DEPTH=6.16
TOP PIPE=961.13

SEE SHEET 10

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
× 900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
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2 . .
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
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LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 11 OF 24
DATE: 11/27/24

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SEE SHEET 13

SEE SHEET 15

keep Rear Yard Storm Sewer on property line

WARNING!!
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XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

16" HIGH PRESSURE PIPELINE

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RIP RAP OVERFLOW (TYP.)

POST GRADING SILT FENCE (TYP.)

INLET SEDIMENT CONTROL (TYP.)

INFILT. BASIN 2.1
BNCH 947.0
OE 947.9
HWL 952.3

Rip rap must extend to the bottom of the basin

SILT FENCE (TYP.)

EROSION CONTROL BLANKET (TYP.)

SEE SHEET 11

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
× 900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C_GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

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LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Toll Free (888) 937-5150 westwoodps.com
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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 12 OF 24
DATE: 11/27/24

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SEE SHEET 14

SEE SHEET 15

SEE SHEET 12

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EOF must stay within this development

PROPOSED RETAINING WALL (TYP.)

wall must be structurally designed

RIP RAP OVERFLOW (TYP.)

POST GRADING SILT FENCE (TYP.)

review proposed low floors with adjacent HWLs

EROSION CONTROL BLANKET (TYP.)

BLUFF LINE (TYP.)

SILT FENCE (TYP.)

20' BLUFF SETBACK (TYP.)

INLET SEDIMENT CONTROL (TYP.)

STREET 1

STREET 2

STREET 3

STREET 4

STREET 5

STREET 6

INFILT. BASIN 2
BNCH 926.5
OE 927.0
HWL 930.9

WARNING!!
HIGH PRESSURE PIPELINE!
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT WRITTEN PERMISSION FROM:
XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C_GDP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:

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LAKEVILLE, MINNESOTA, 55044

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DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 13 OF 24
DATE: 11/27/24

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FIELD ADJUST TRAIL AS NEEDED (TYP.)

(16" HIGH PRESSURE PIPELINE)

WARNING!!
HIGH PRESSURE PIPELINE!
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT WRITTEN PERMISSION FROM:
XCEL ENERGY INC.
CONTACT PETE CLUEVER
320-656-2407

OUTLOT A

BLUFF LINE (TYP.)

20' BLUFF SETBACK (TYP.)

SILT FENCE (TYP.)

EROSION CONTROL BLANKET (TYP.)

INLET SEDIMENT CONTROL (TYP.)

STREET 1

STREET 5

PROPOSED RETAINING WALL (TYP.)

POST GRADING SILT FENCE (TYP.)

RIP RAP OVERFLOW (TYP.)

1/2 tone all of the existing linework.

SEE SHEET 13

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
SB-19	SB-19	SOIL BORING LOCATION
980	980	INDEX CONTOUR
982	982	INTERVAL CONTOUR
900.00	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-GDP01.DWG

BLUFF VIEW

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 100'
VERTICAL SCALE: 20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:
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17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

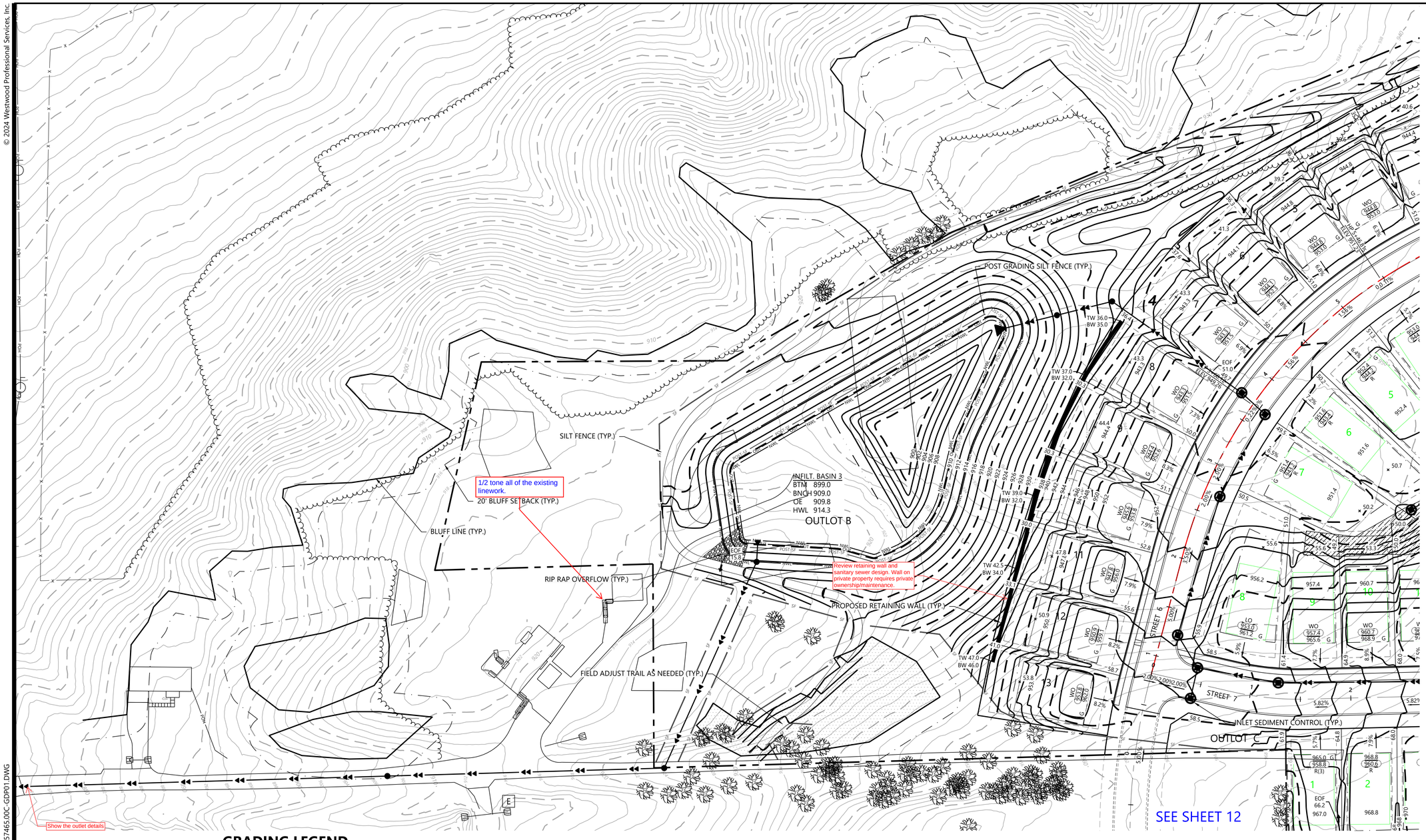
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PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 14 OF 24
DATE: 11/27/24

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GRADING LEGEND

EXISTING	PROPOSED	
SB-19	SB-19	PROPERTY LINE
980	980	SOIL BORING LOCATION
982	982	INDEX CONTOUR
900.00		INTERVAL CONTOUR
	× 900.00	SPOT ELEVATION
	× HP/LP 900.00	HIGH/LOW POINT
STO		STORM SEWER
		INLET PROTECTION
		TREE LINE
		RETAINING WALL (MODULAR BLOCK)
		POND NORMAL WATER LEVEL
	POST-SF	SILT FENCE-POST GRADING

PROPOSED	
× CL-CL 900.00	CL-CL ELEVATION
0.00%	FLOW DIRECTION
TW=XXX.XX BW=XXX.XX	TOP AND BOTTOM OF RETAINING WALL
E.O.F.	EMERGENCY OVERFLOW
X.XX%	PROPOSED STREET PROFILE GRADE

PROPOSED	
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
SF	SILT FENCE
HDSF	HEAVY DUTY SILT FENCE
RSC	REDUNDANT SEDIMENT CONTROL

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

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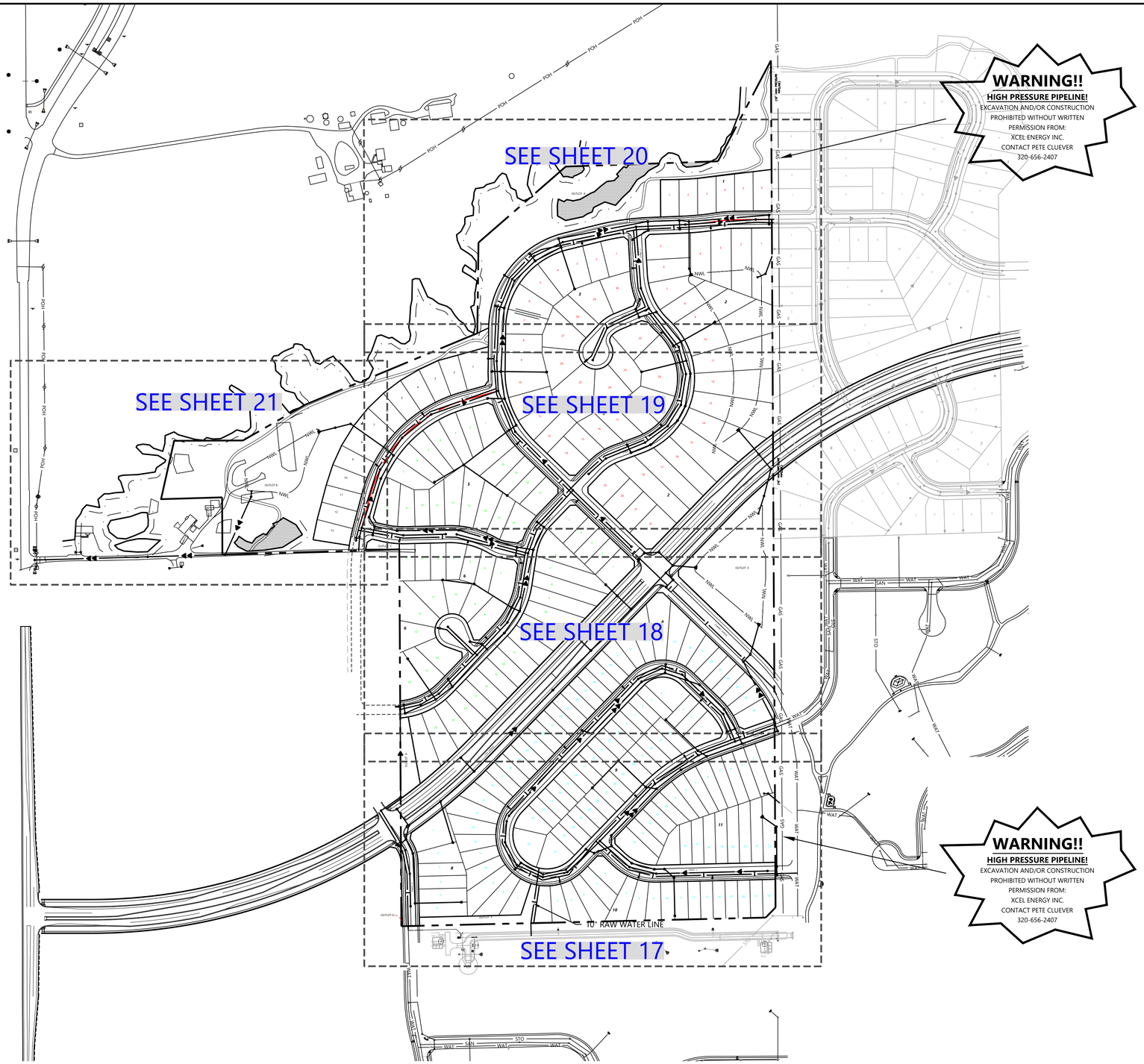
PRELIMINARY GRADING DRAINAGE & EROSION CONTROL PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 15 OF 24
DATE: 11/27/24

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UTILITY LEGEND

EXISTING	PROPOSED	
SAN		SANITARY SEWER
STO		STORM SEWER
DT		DRAIN TILE
WAT		WATER MAIN
WAT		HYDRANT

GENERAL UTILITY NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., AUGUST 31, 2016 INCLUDING THE CURRENT ADDENDUM. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

SPU:

Developer will be required to pay Trunk Water Charge to SPU for net developable acreage.

SPU will pay the developer trunk oversizing where SPU requests pipes larger than required to meet the lateral requirements per SPU Water Policy Manual.

Complete construction plans need to be developed with plan & profiles that meet all SPU requirements per the SPU Water Policy Manual.

SPU is in need of a future well site and will contact the developer to negotiate purchase of lot(s). Additional raw watermain may be necessary depending on the potential well siting.

N

1" = 200'

0' 200' 400' 600'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

BLUFF VIEW

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 200'
VERTICAL SCALE:

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
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PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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BLUFF VIEW
SHAKOPEE, MN

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Westwood Professional Services, Inc.

OVERALL PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 16 OF 24
DATE: 11/27/24

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SEE SHEET 18

Temp easements needed for any work located outside property limits

DISCUSS: TEMP SEWER NOT ALLOWED UNLESS DEVELOPER ESCROWS FOR THE REMOVAL COSTS AND TEMP BYPASSING COSTS

TEMP SEWER ROUTING TO BE REALIGNED WITH BAUER DEVELOPMENT

Pipe must be cased under the county road. Need detailed design for the casing (length, inverts of casing and carrier pipe, size of pipe, etc.) all shown on a separate detail.

Crossing to be perpendicular to the street.

No storm MHs in the street. Use a CB.

CUT IN 8" WM WITH 8"x 8" TEE. REPAIR PAVEMENT IN-KIND.

OUTLOT D

OUTLOT F

OUTLOT G

17TH AVENUE

STREET 2

LA TOUR DR

ZUMBRO AVE NE

REMOVE 12" PLUG AND CONNECT TO EXISTING 12" DIP WATERMAIN

10" RAW WATER LINE

COORDINATE CUT-IN TEE LOCATION WITH SPUC

FUTURE WELL

FUTURE WELL

MH-58
RE=970.37
IE=951.77 (8" SW)
IE=951.67 (8" N)
D=18.7

MH-59
RE=965.69
IE=953.28 (8" SE)
IE=953.69 (8" NE)
D=12.4

MH-60
RE=966.84
IE=954.94 (8" S)
IE=954.84 (8" NW)
D=12.0

MH-61
RE=969.78
IE=957.88 (8" S)
IE=957.78 (8" N)
D=12.0

MH-62
RE=975.26
IE=963.26 (8" N)
D=12.0

MH-6
RE=994.81
IE=982.91 (8" SW)
IE=982.81 (8" NE)
D=12.0

MH-7
RE=996.20
IE=984.20 (8" NE)
D=12.0

MH-15
RE=995.59
IE=983.69 (8" N)
IE=983.59 (8" SE)
D=12.0

MH-16
RE=996.12
IE=984.12 (8" S)
D=12.0

MH-15A
RE=994.98
IE=983.08 (8" NW)
IE=982.98 (8" SE)
D=12.0

MH-14
RE=995.74
IE=982.57 (8" NW)
IE=982.47 (8" E)
D=13.3

MH-13
RE=996.46
IE=982.12 (8" W)
IE=982.02 (8" NE)
D=14.4

MH-1
RE=974.43
IE=957.87 (8" W)
IE=962.43 (8" NW)
IE=957.77 (8" E)
D=16.7

MH-8
RE=978.02
IE=958.52 (8" SW)
IE=958.42 (8" E)
D=19.6

MH-9
RE=982.82
IE=959.36 (8" SW)
IE=959.26 (8" NE)
D=23.6

MH-10
RE=990.48
IE=960.58 (8" SE)
IE=978.49 (8" SW)
IE=960.48 (8" NE)
D=30.0

MH-11
RE=986.34
IE=961.24 (8" E)
IE=961.14 (8" NW)
D=25.8

MH-12A
RE=983.82
IE=961.73 (8" E)
IE=961.63 (8" W)
D=22.2

MH-12
RE=971.07
IE=963.31 (8" W)
D=7.8

GND=967.29
DEPTH=5.85
TOP PIPE=961.44

GND=967.29
DEPTH=6.16
TOP PIPE=961.13

GND=970.30
DEPTH=5.65
TOP PIPE=964.65

GND=963.78
DEPTH=5.85
TOP PIPE=957.94

Call Two Full Working Hours before digging:
811 or call811.com
Common Ground Alliance

UTILITY LEGEND

EXISTING	PROPOSED	
SAN		SANITARY SEWER
STO		STORM SEWER
DT		DRAIN TILE
WAT		WATER MAIN
WAT		HYDRANT

GENERAL UTILITY NOTES

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2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., AUGUST 31, 2016 INCLUDING THE CURRENT ADDENDUM. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
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4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

BLUFF VIEW

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 50'
VERTICAL SCALE:

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 17 OF 24
DATE: 11/27/24

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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

SEE SHEET 19

OUTLOT C

OUTLOT E

OUTLOT D

ZUMBRO AVENUE

17TH AVENUE

AZTEC AVE

ZUMBRO AVE NE

MH-51
RE=965.79
IE=946.81 (8" W)
IE=946.81 (8" S)
IE=946.71 (8" N)
D=19.1

MH-52
RE=973.08
IE=947.54 (8" SW)
IE=947.44 (8" N)
D=25.6

MH-53
RE=977.43
IE=948.04 (8" SW)
IE=947.94 (8" NE)
D=29.5

MH-54
RE=978.09
IE=948.77 (8" SW)
IE=965.11 (8" NW)
IE=948.67 (8" NE)
D=29.4

MH-55
RE=969.20
IE=949.63 (8" SW)
IE=949.53 (8" NE)
D=19.7

MH-56
RE=965.15
IE=950.03 (8" W)
IE=949.93 (8" NE)
D=15.2

MH-57
RE=958.20
IE=950.43 (8" S)
IE=950.33 (8" E)
D=7.9

MH-64
RE=980.90
IE=968.35 (8" SE)
D=12.6

MH-31
RE=960.67
IE=948.67 (8" NW)
D=12.0

MH-4
RE=985.42
IE=973.52 (8" SW)
IE=973.42 (8" E)
D=12.0

MH-5
RE=989.28
IE=977.38 (8" SW)
IE=977.28 (8" NE)
D=12.0

MH-3
RE=982.33
IE=970.43 (8" W)
IE=970.33 (8" SE)
D=12.0

MH-EX 42
RE=970.97
IE=957.14 (8" W)
IE=949.74 (8" E)
D=21.2

MH-1
RE=974.43
IE=957.87 (8" W)
IE=962.43 (8" NW)
IE=957.77 (8" E)
D=16.7

INSTALL SALVAGED HYDRANT ASSEMBLY AND 6" REDUCER

Include Stub to the West.

Minimum depth for sanitary sewer manholes is 9 ft

Maintain 10-ft separation min.

REMOVE AND SALVAGE HYDRANT ASSEMBLY AND CONNECT TO EX. 8" WM

REMOVE AND SALVAGE HYDRANT ASSEMBLY AND CONNECT TO EX. 8" WM

CONNECT TO EXISTING SANITARY SEWER MH

SEE SHEET 17

UTILITY LEGEND

EXISTING	PROPOSED	
SAN		SANITARY SEWER
STO		STORM SEWER
DT		DRAIN TILE
WAT		WATER MAIN
WAT		HYDRANT

GENERAL UTILITY NOTES

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1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

BLUFF VIEW

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 50'
VERTICAL SCALE:

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
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PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 18 OF 24

DATE: 11/27/24

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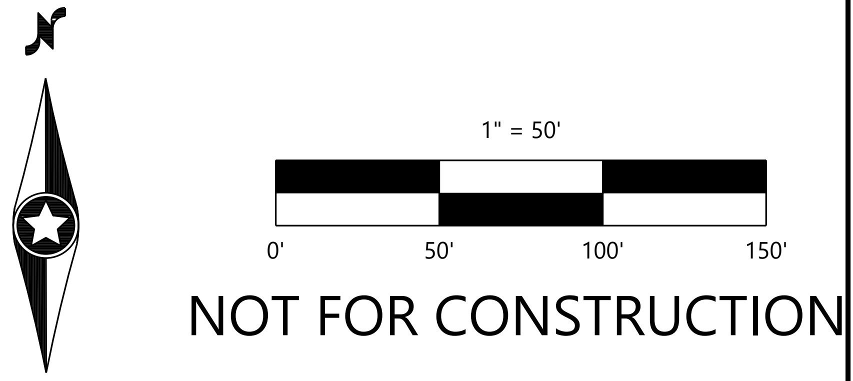


UTILITY LEGEND

EXISTING	PROPOSED	
— SAN — Ⓢ	—▶—●	SANITARY SEWER
— STO — ▦	—▶▶—■	STORM SEWER
— DT —	—▶▶▶—	DRAIN TILE
— WAT —	—I—	WATER MAIN
— WAT — ⊕	—I—▶◆	HYDRANT

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NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	

INITIAL ISSUE: 11/27/24
REVISIONS:
△ . .
△ . .
△ . .
△ . .
△ . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY UTILITY
PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER:
19
OF
24
DATE: 11/27/24

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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

OUTLOT A

MH-22
RE=941.81
IE=917.44 (18" W)
IE=926.03 (8" S)
IE=917.34 (18" E)
D=24.5

MH-20
RE=937.33
IE=916.14 (18" W)
IE=915.45 (18" E)
D=21.9

Stub elevation 907.0

CONNECT TO NORCOR 18" SAN SWR

CONNECT TO NORCOR 12" WM

MH-23
RE=938.64
IE=918.23 (18" SW)
IE=918.13 (18" E)
D=20.5

MH-21
RE=942.06
IE=916.89 (18" W)
IE=916.79 (18" E)
D=25.3

MH-24
RE=937.34
IE=918.62 (18" SW)
IE=918.52 (18" NE)
D=18.8

MH-25
RE=937.73
IE=919.01 (18" SW)
IE=918.91 (18" NE)
D=18.8

MH-26
RE=938.44
IE=919.40 (18" S)
IE=919.30 (18" NE)
D=19.1

Need to lower sanitary sewer as it heads northeast

Construct this 18" sanitary sewer system consistent with City's Comprehensive Master Sewer Plan. This provides sufficient cover/depth to continue south, west of the plat boundary

Inv. 911.20
TC 938.50

8" sanitary sewer south of manhole

MH-32
RE=942.57
IE=927.00 (8" S)
IE=926.90 (8" N)
D=15.7

MH-33
RE=941.77
IE=927.41 (8" SE)
IE=927.41 (8" SW)
IE=927.31 (8" N)
D=14.5

MH-41
RE=945.69
IE=933.79 (8" SW)
IE=933.69 (8" NE)
D=12.0

MH-34
RE=940.10
IE=928.20 (8" S)
IE=928.10 (8" NW)
D=12.0

SEE SHEET 19

UTILITY LEGEND

EXISTING	PROPOSED	
SAN		SANITARY SEWER
STO		STORM SEWER
DT		DRAIN TILE
WAT		WATER MAIN
WAT		HYDRANT

GENERAL UTILITY NOTES

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1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 50'
VERTICAL SCALE:

INITIAL ISSUE: 11/27/24
REVISIONS:

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

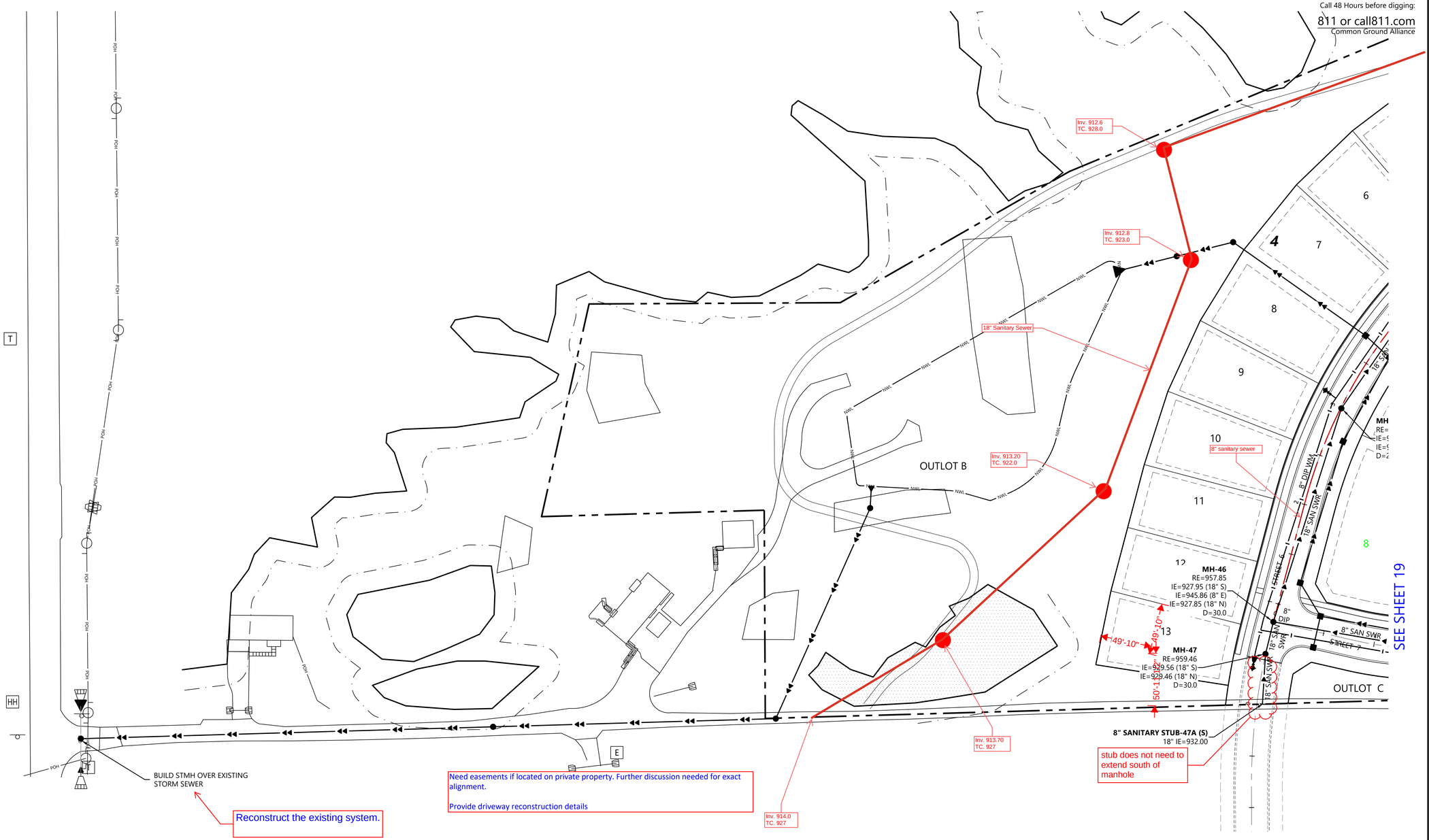
PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 20 OF 24
DATE: 11/27/24

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811 or call811.com
Common Ground Alliance



UTILITY LEGEND

EXISTING	PROPOSED	
SAN		SANITARY SEWER
STO		STORM SEWER
DT		DRAIN TILE
WAT		WATER MAIN
WAT		HYDRANT

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1" = 50'
0' 50' 100' 150'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-UTP01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	

INITIAL ISSUE: 11/27/24
REVISIONS:

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
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Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

PRELIMINARY UTILITY PLAN

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 21 OF 24
DATE: 11/27/24

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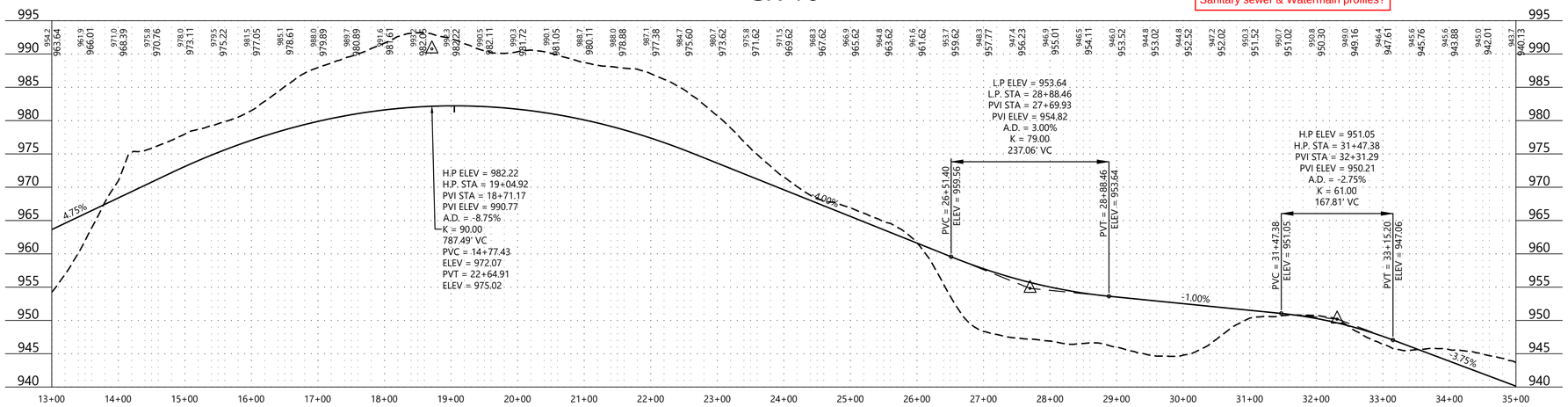
Show storm on street profile views.

show plan and profiles on same sheet

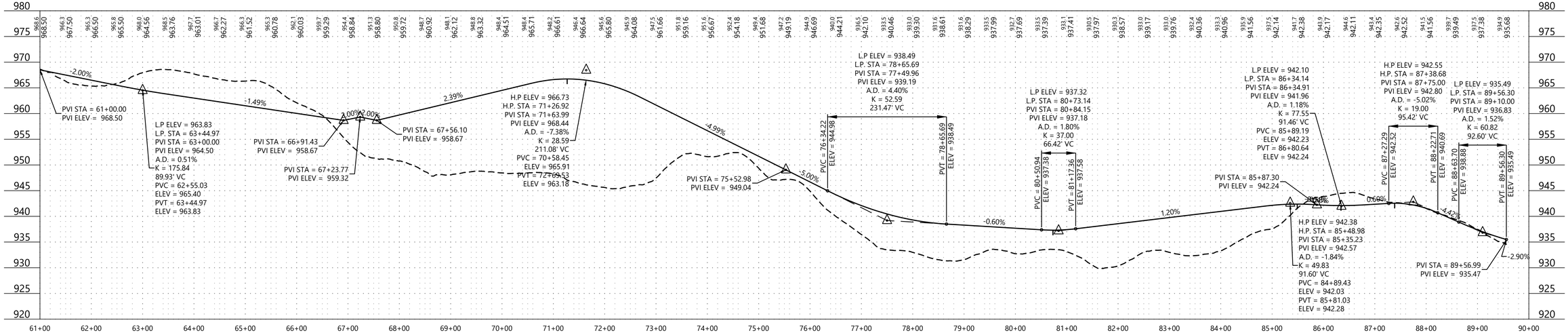
Sanitary sewer & Watermain profiles?

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

CR 16



Street 01 - Zumbro Avenue



1" = 100'

0' 100' 200' 300'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-PPR01.DWG

BLUFF VIEW

DESIGNED: RMB
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 100'
VERTICAL SCALE: 20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

STREET PROFILES

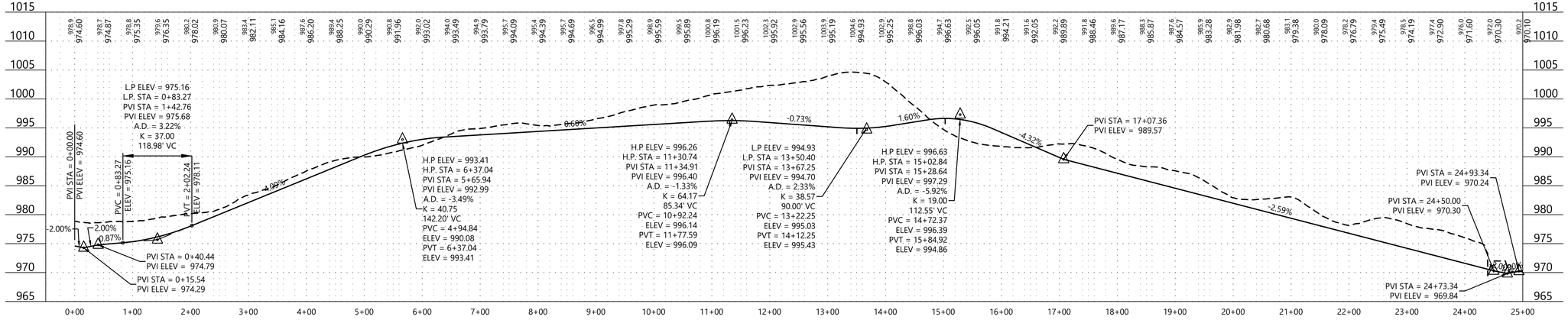
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 22 OF 24
DATE: 11/27/24

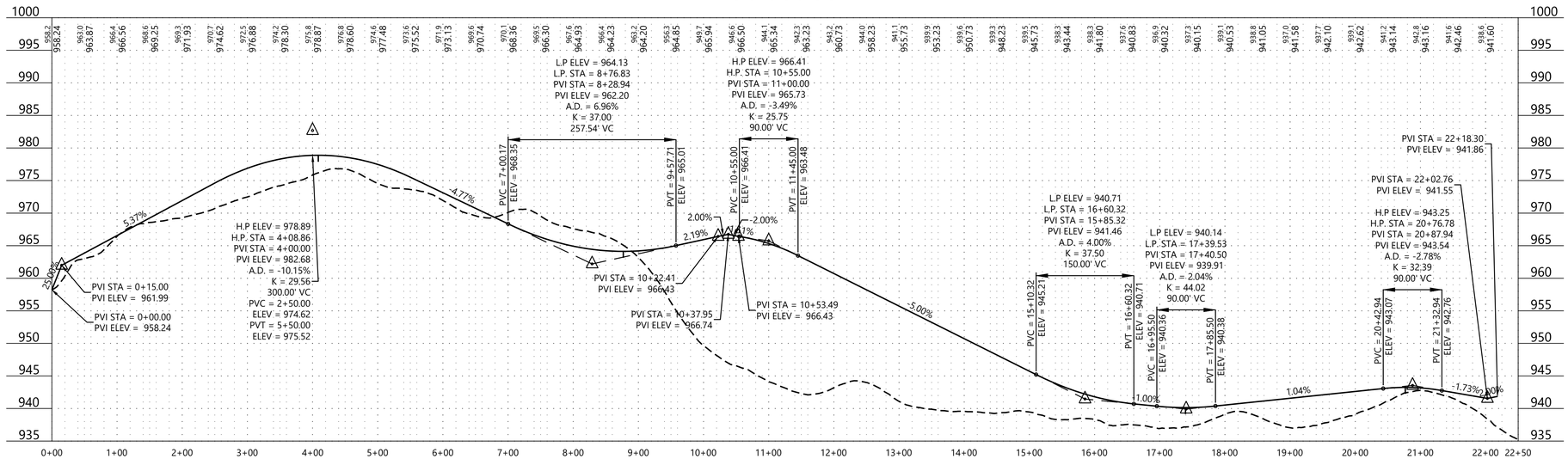
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Common Ground Alliance

Street 03- Aztec Ave



Street 05



Street 04 - La Tour Dr



1" = 100'

NOT FOR CONSTRUCTION

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-PPR01.DWG

BLUFF VIEW

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

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Toll Free (888) 937-5150 westwoodps.com
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STREET PROFILES

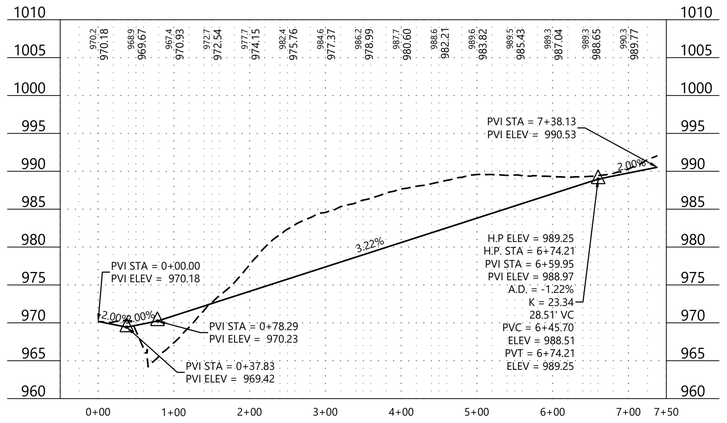
PROJECT NUMBER: 0057465.00

SHEET NUMBER: 23 OF 24
DATE: 11/27/24

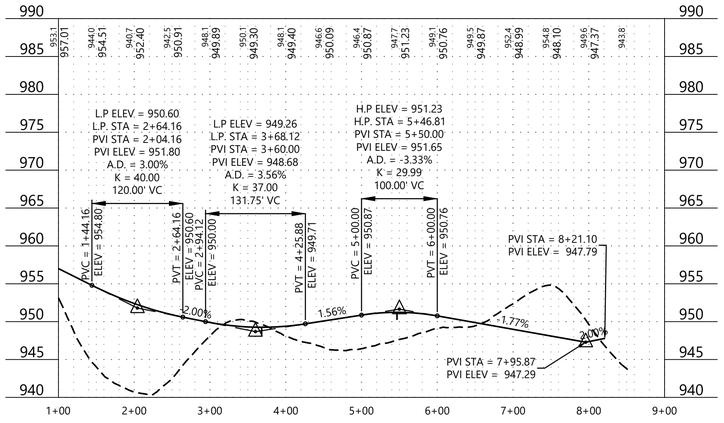
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Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

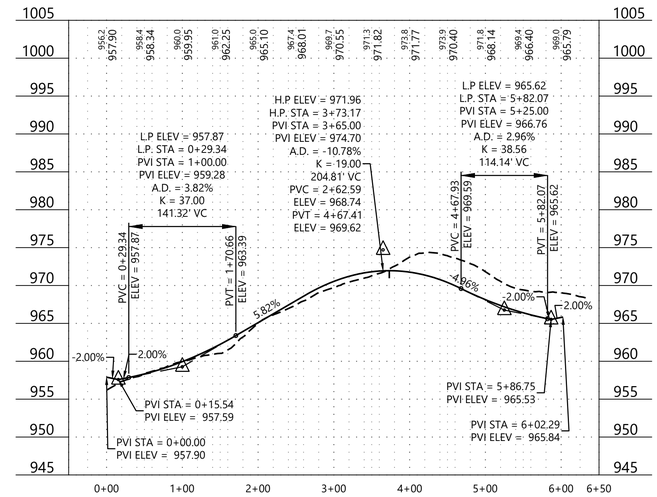
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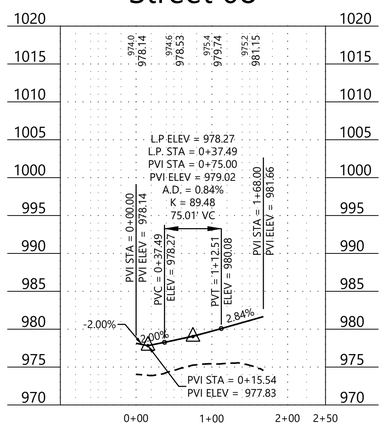
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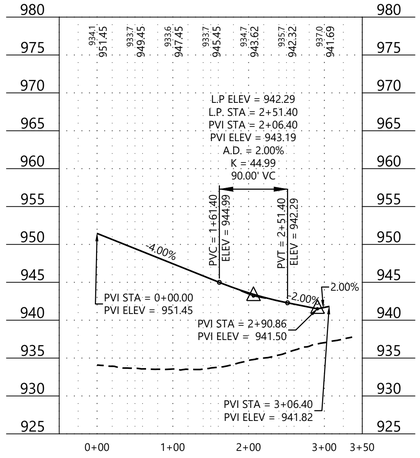
Street 07



Street 08



Street 09



1" = 100'

0' 100' 200' 300'

NOT FOR CONSTRUCTION

BLUFF VIEW

N:\0057465.00\DWG\CIVIL\PRELIM\0057465.00C-PPR01.DWG

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' OR 10'

INITIAL ISSUE: 11/27/24
REVISIONS:
1 . .
2 . .
3 . .
4 . .
5 . .

PREPARED FOR:

SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 11/27/24 LICENSE NO. 41257

BLUFF VIEW
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

STREET PROFILES

PROJECT NUMBER: 0057465.00

SHEET NUMBER: 24 OF 24
DATE: 11/27/24

Agenda Item: Cooperative Agreement with Scott County for Trail Preventative Maintenance
Prepared by: Keith Raines, Parks Supervisor
Reviewed by:

Action to be considered:
Approve authorization to enter into a Cooperative Agreement with Scott County for trail preventative maintenance.

Motion Type:
Simple Majority

Background:

In years past, the city has been maintaining trails along the county roads in Shakopee at 100 percent cost to the city. In 2020 scott county proposed to partner with the cities throughout the county at a 50/50 cost sharing for trail preventative maintenance for those trails along county roadway corridors. The previous 5 year agreement was successful, only a few minor details were updated in this new agreement. The county wants to ensure preventative maintenance occurs regularly and assist in that cost.

Preventative maintenance measures would start in 2025 as part of a 5 year cooperative trail maintenance program. The city would lead the project providing plan preparation, contract administration, construction inspection and project management.

Recommendation:
Approval of the agreement.

Budget Impact:

The total cost of the 2025 county roadway trail sealcoating is estimated to be

The total cost of the 2025 county roadway trail sealcoating is estimated to be $53,000 The city's share of the funding ($26,500) is budgeted in the Park Maintenance Fund.

It should be noted that additional trail sealcoating for trails along city streets and within parks is budgeted in 2025 and will be paid 100 percent by the city.

Attachments:
Scott County Trail Sealcoat Agreement (2025-2029).pdf

TRAIL MAINTENANCE COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the **"County"** and the **City of Shakopee**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as **"City"**.

RECITALS:

A. County and City each have responsibility for trail maintenance of trails within their respective jurisdictions.

B. County and City have agreed to cooperate in a maintenance program on trails along County Highways located within the City of Shakopee and have agreed to share in the cost of work covered equally.

C. City will lead the trail sealcoating program ("TSP") on trails within its city limits.

D. County agrees to participate fifty/fifty (50/50) in the cost of trails along County Highways within the City led TSP.

E. This Agreement is made pursuant to the authority conferred upon the Parties pursuant to Minn. Stat. §471.59.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Incorporation

The recitals above are hereby restated and incorporated herein.

2. Scope of Services

a. City shall annually provide, to the County, maps showing the proposed locations for their TSP for trails along County Highways including estimating quantities and costs thereof on or before December 1st prior to the construction year (example: December 1, 2024, is the deadline for the 2025 construction year).
b. City will prepare all estimates under their TSP and provide updates to said estimates for TSP projects along County Highways to the County as soon as possible.
c. City shall prepare bid documents and advertise for bids for the work and construction, receive and open bids pursuant to said advertisement, and enter into a contract "Contract" with the successful bidder at the unit prices specified in the bid of such bidder.
d. The City shall have the overall authority to administer the Contract and ensure the project is delivered on schedule. The County Engineer shall cooperate with the City Engineer and his staff at their request to the extent necessary.
e. The City shall require all contractors under Contract to provide proper traffic control on County Highways and the City shall provide oversight to ensure compliance.

3. Payment

The City shall invoice the County upon Contract closeout for fifty percent (50%) of the actual Contract costs based on the final measured amounts on TSP projects along County Highways. The County shall pay within thirty (30) days of receipt of the invoice.

4. Effective Date of Contract

This agreement shall be effective January 1, 2025.

5. Term of Contract

This agreement shall remain in effect until December 31, 2029.

6. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. City is notified of the authorized agent of Scott County as follows:

Joe Wiita, or his successor
Highway Division Program Manager
Scott County Transportation Services
200 Fourth Avenue West
Shakopee, MN 55379
(952) 496-8063
jwiita@co.scott.mn.us

The County is notified the authorized agent for City is as follows:

Bill Egan, or his successor
Public Works Director
City of Shakopee
485 Gorman Street
Shakopee, MN 55379
(952) 233-9555
Began@ShakopeeMN.gov

7. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

8. Liability and Indemnity

a. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.

b. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under §466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minn. Stat. §471.59, Subdivision 1a. as a single governmental unit.

c. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

9. Insurance

Since each Party is a political subdivision of the State of Minnesota, each Party shall maintain a program of self-insurance or insurance covering general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said coverage shall be kept in effect during the entire term of this Agreement.

10. Data Practices

All records kept by the Parties and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

11. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, City agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, City certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of City to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until City complies with the County policy, and/or suspension or termination of this agreement.

12. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

13. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

14. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and City relating to the subject matter hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed intending to be bound thereby.

CITY OF SHAKOPEE

By_____
Matt Lehman, Mayor

And_____
William H. Reynolds, City Administrator

Date_____

Date_____

COUNTY OF SCOTT

By_____
Lezlie Vermillion, County Administrator

Date_____

Upon proper execution, this agreement will be legally valid and binding.

RECOMMEND FOR APPROVAL:

By_____
Jeanne Andersen, Assistant County Attorney

By_____
Anthony J. Winiecki, County Engineer

Date_____

Date_____

Agenda Item: Cellular Dialer and Fire Panel Upgrades at Various City Facilities
Prepared by: Chelsea Petersen, Assistant City Administrator
Reviewed by:

Action to be considered:
Approval as requested

Motion Type:
Simple Majority

Background:
In order to comply with Minnesota State Fire Code, new dialers need to be installed on several fire panels that control fire monitoring and suppression in various city facilities. Traditional landlines are being phased out by providers and some facilities do not possess the technology needed for these systems to be able to initiate an automated call for assistance in the event of an emergency situation. The facilities receiving this upgrade will include the Public Works facility (new panel, which will include dialing capabilities), and new dialers at Fire Station 1, Fire Station 2, the Community Center, and the Library.

Recommendation:
Adopt Resolution 2025-030 and award a contract with Johnson Controls in the amount of $30,708.15 for the replacement of a fire panel at Public Works, and replacement of cellular dialers at Fire Station 1, Fire Station 2, the Community Center, and the Library.

Budget Impact:
The original CIP estimate for this item was $20,000, but the final quote come in at $30,708.15. The Building Internal Service Fund can accommodate the overage, and staff have already identified savings in other budgeted projects for 2025 in order to compensate for as much of the overage as possible.

Attachments:
R2025-030.pdf

RESOLUTION R2025-030

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA ACCEPTING A QUOTE AND AWARDING A CONTRACT IN THE AMOUNT OF $30,708.15 TO JOHNSON CONTROLS FOR THE REPLACEMENT OF A FIRE PANEL AND FOUR CELLULAR DIALERS, CIP PROJECT BA-25-013

WHEREAS, many of the city's facilities are in need of new cellular dialers for proper fire panel monitoring and operation:

WHEREAS, Johnson Controls, is the current fire protection and monitoring host, and would only need to replace select pieces in identified facilities in order to maintain operations rather than replacing entire systems in these facilities; and

WHEREAS, staff recommends awarding a contract for replacement of this equipment to Johnson Controls in the amount of $30,708.15; and

WHEREAS, staff recommends budgeting 10% in contingency costs ($3,070); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. The appropriate city officials are hereby authorized and directed to enter into a contract with Johnson Controls, in the name of the City of Shakopee for the replacement of a fire panel at the Public Works facility, and new cellular dialers at Fire Station 1, Fire Station 2, the Community Center, and the Library.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Mayor of the City of Shakopee

ATTEST:

_____
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item:
AARP Community Challenge Grant Program Application

Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen

Action to be considered:
Adopt Resolution R2025-024, approving an application to the AARP Community Challenge grant program.

Motion Type:
Simple Majority

Background:

AARP provides annual funding through its Community Challenge grants to encourage agencies and organizations to create more age-inclusive communities. Project concentrations include creating vibrant public spaces, delivering transportation and mobility options, housing support options, improving community diversity, equity, and inclusion, increasing digital connections, supporting community resilience, increasing civic engagement, and improving community health and economic empowerment.

In the past, the City of Shakopee has applied for and was granted funding for the move and improvement of the community garden on 10th Ave W and Main St. This year, funding is being sought to bring improved walk- and bike-ability to the Vierling Greenway by constructing resting nodes and installing benches along the path.

Recommendation:

Adopt Resolution R2025-024.

Budget Impact:
The grant requires a 0% match.

Attachments:
Resolution R2025-024.pdf

RESOLUTION R2025-024
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT AN AARP COMMUNITY CHALLENGE PROGRAM GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the AARP Community Challenge program, and

WHEREAS, the application is to obtain funding to construct nodes and install benches along the Vierling Greenway, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by AARP, the City of Shakopee agrees to accept the grant award and may enter into an agreement with AARP for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Design, Bidding and Contract administration Agreement with Confluence for Valleycrest Neighborhood Park and Additional Work for Bidding and Contract Administration for the Marystown Dog Park.
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Authorize the City Administrator to execute the appropriate agreements.

Motion Type:
Simple Majority

Background:
Staff has designed the Valleycrest park system based on feedback gathered through Social Pinpoint. Confluence has worked with staff on the final design and will now create contract documents for bidding, handle bidding, contracts and construction administration.

The Marystown Dog Park will be bid out at the end of this month. Confluence has completed all of the construction documents including comments and changes by various departments. They did not include construction bidding or contract administration in their original proposal.

Both of these projects, because of their size and scope, will be bid to a general contractor for construction. The city council has previously approved purchase and installation of the amenities for the dog park and the city will purchase play equipment and installation for Valleycrest.

Recommendation:
Authorize the City Administrator to execute the appropriate agreements with Confluence including $35,000 for contract documents, bidding, and contract and construction administration for Valleycrest Park and $15,000 for bidding, contracts and construction administration for the Marystown Dog Park.

Budget Impact:
Both are paid for out of Park Development Funds.

Attachments:
Concept plan overall 01-06-25-Layout1.pdf
Little Mermaid.pdf
Regulas.pdf
jungle dome -parkour.pdf
22137_West End Dog Park Plans_01.07.2025.pdf

Shakopee Municipal Boundary

City Standard Bench
on 3' x 8' concrete pad

Evergreen buffer

Little duck Springer - M188
Fairy Tale -Little Mermaid - MSC6341

Notes:
Maintain 10-12' mown buffer at back property line.
Maintain 6' mowstrip along asphalt trail/behind benches.
Maintain 10-12' mow strip around play area containers.

South $\frac{2}{3}$ of park space to be mown grass.

Kompan - Parkour 5 wrapped around Jungle Dome over EWF

Prairie planting by developer already in place. Additional low mow fescue seed to be applied at buffer strip along edge.

City Standard Bench
on 3' x 8' concrete pad

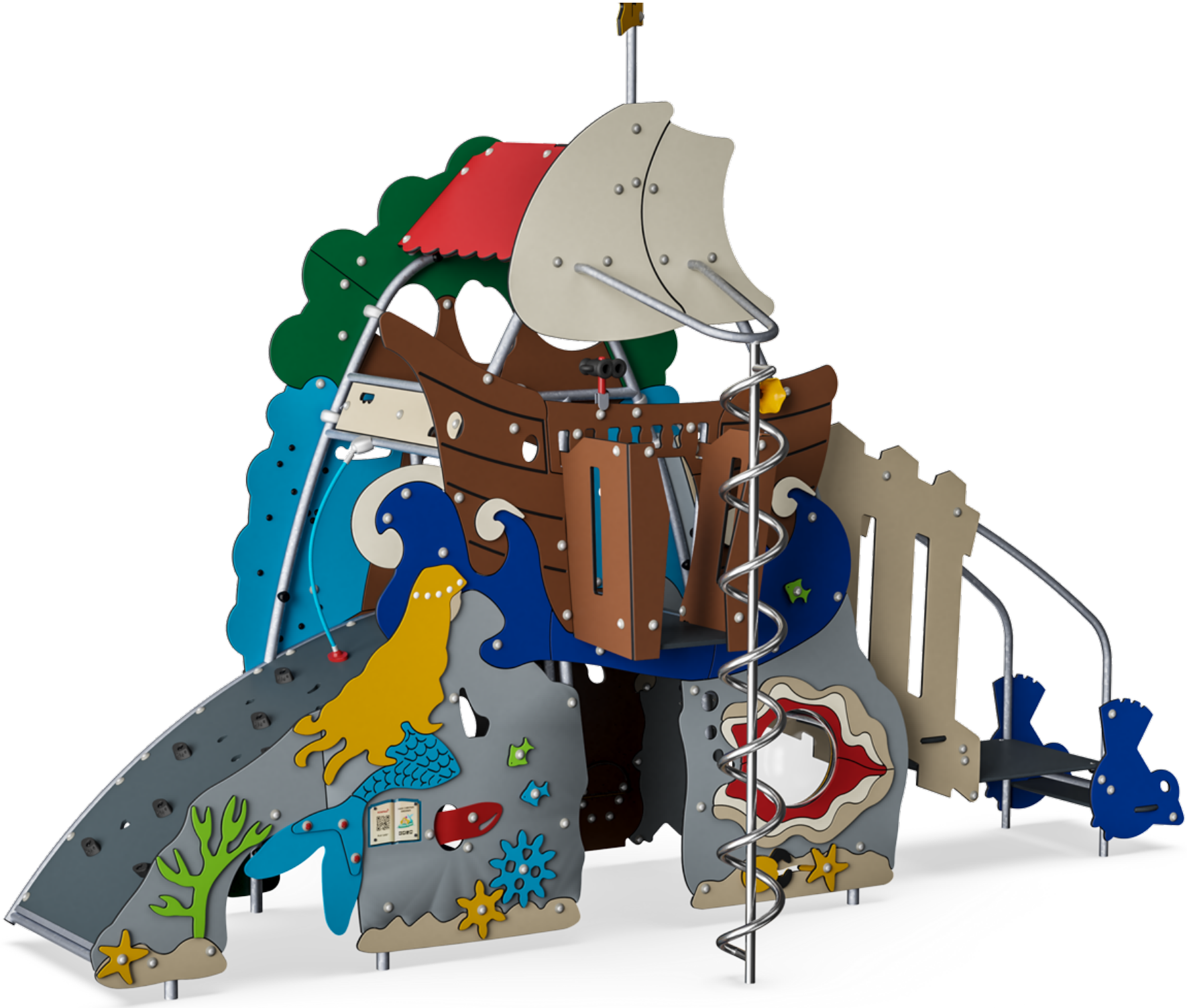
Kompan - Regulus GXY939

Arrowhead St
Wren Ave
Ivy St
Coral Bell Dr
Archer St
Thrush St
Canterbury Rd S
Karmer Dr
Sparrow Dr
Avon Cir
Dahlia Dr
Hackberry Ln
Winterberry Ln
Baneberry Cir
GREEN MEADOWS
WILLOW CREST PARK

SHAKOPEE
April 1, 2024

CityMaps

0 0.035 0.07 mi





Binding approval for Variant Design

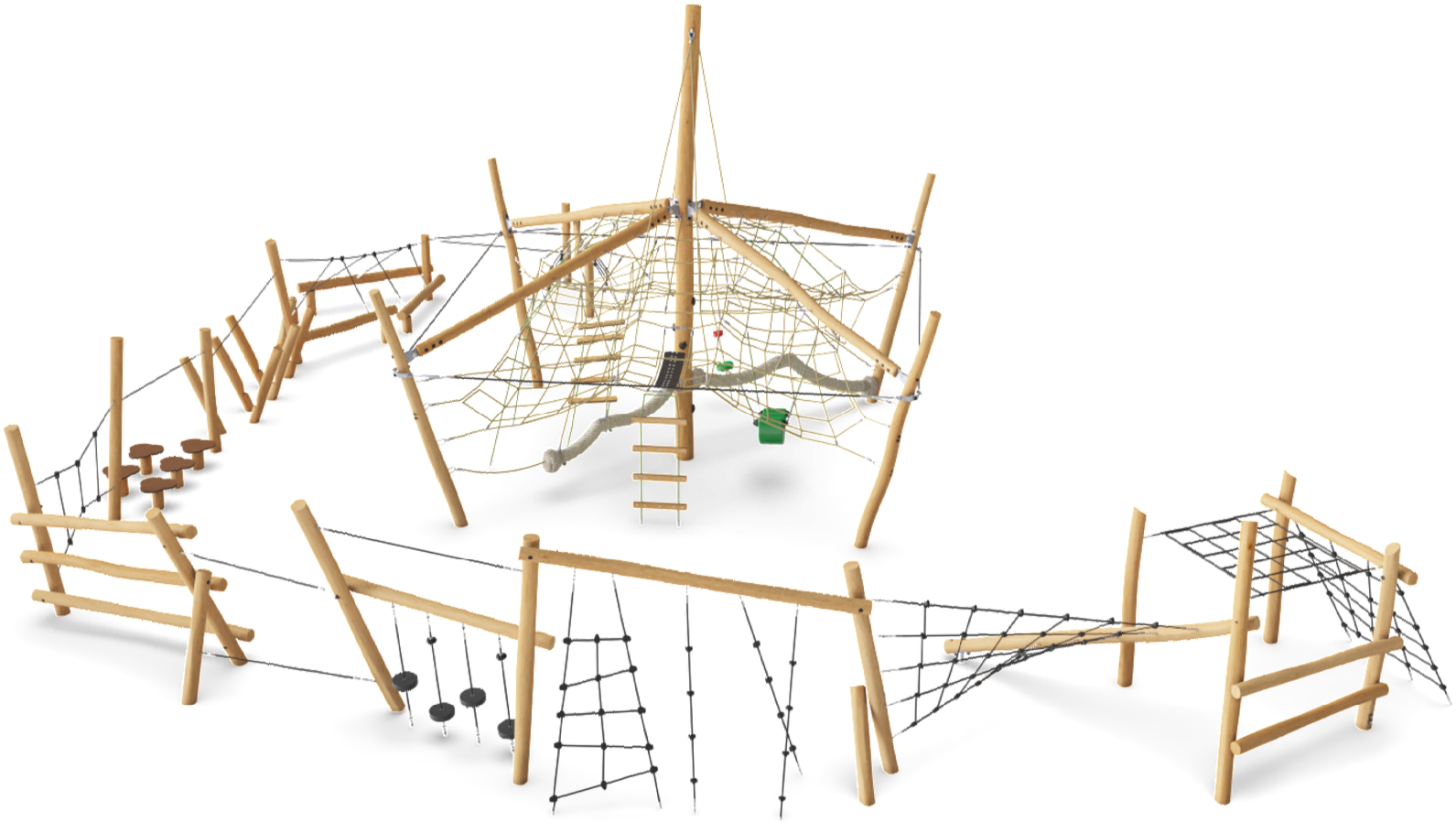
When pressing "Prepare to order" in CRM all purchases are subject to this design. This design is defined under its own KOMPAN identification number, which is stated in upper right corner. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are hereby accepted when placing the order. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, Variant Team may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the construction. All other modifications are subject to prior approval.

KOMPAN! Let's play

NRO-CUSTOM

934198



Footings:	WOOD 100 cm
Color:	Untreated version

Designer AleMal
Created 06.01.2025

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NRO-CUSTOM

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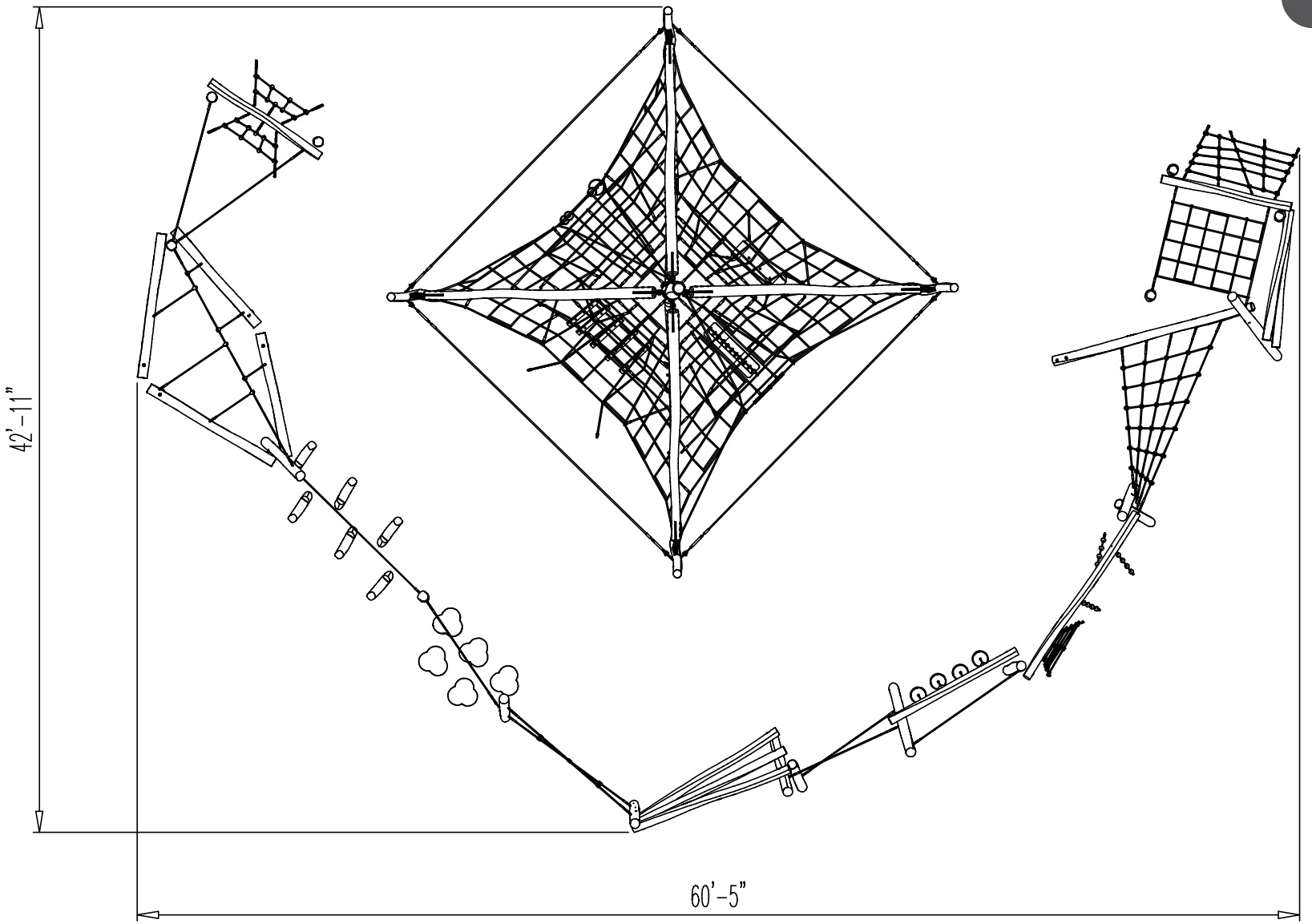
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NRO-CUSTOM

934198

1':1/8"



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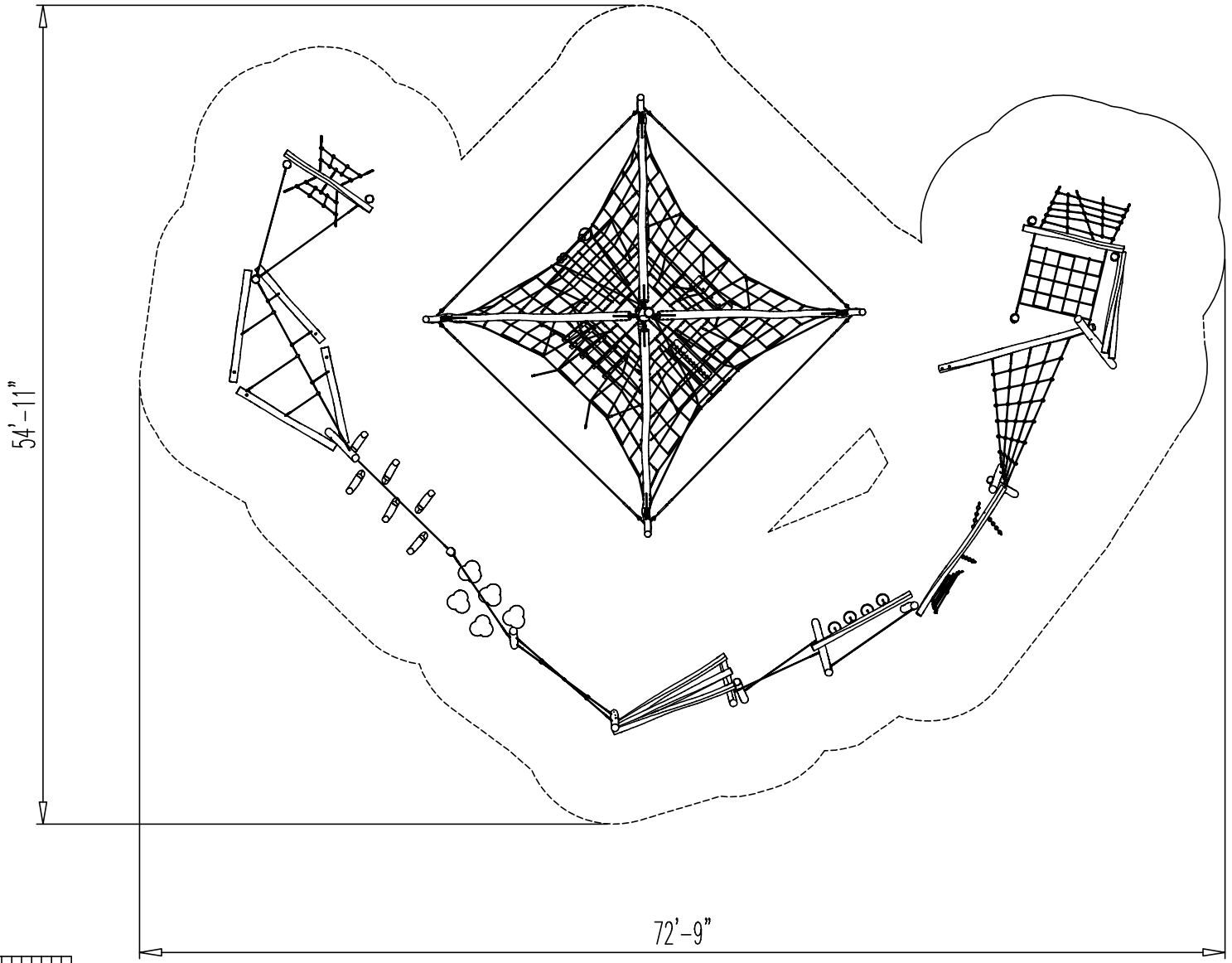
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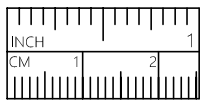
ASTM F1487

NRO-CUSTOM

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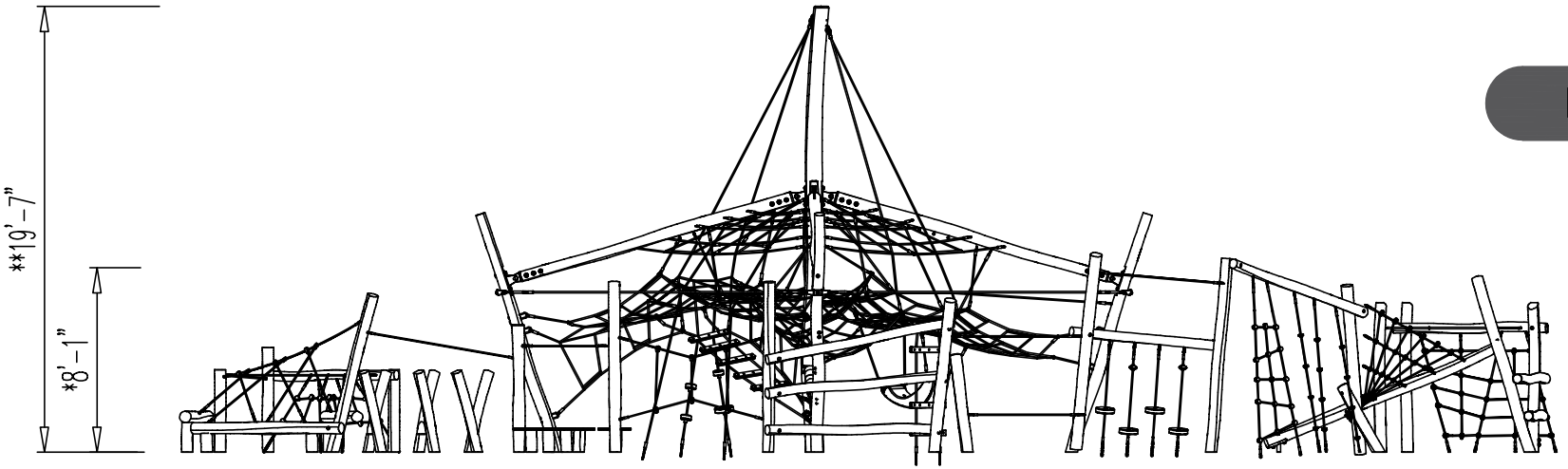


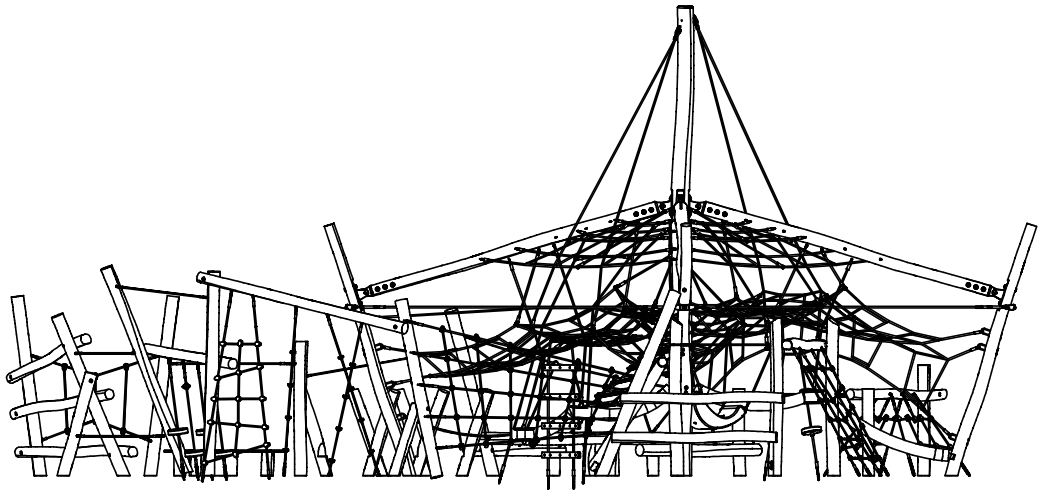


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ASTM F1487





NRO-CUSTOM

934198

1':1/8"

PLEASE NOTE: THIS IS A SKETCH

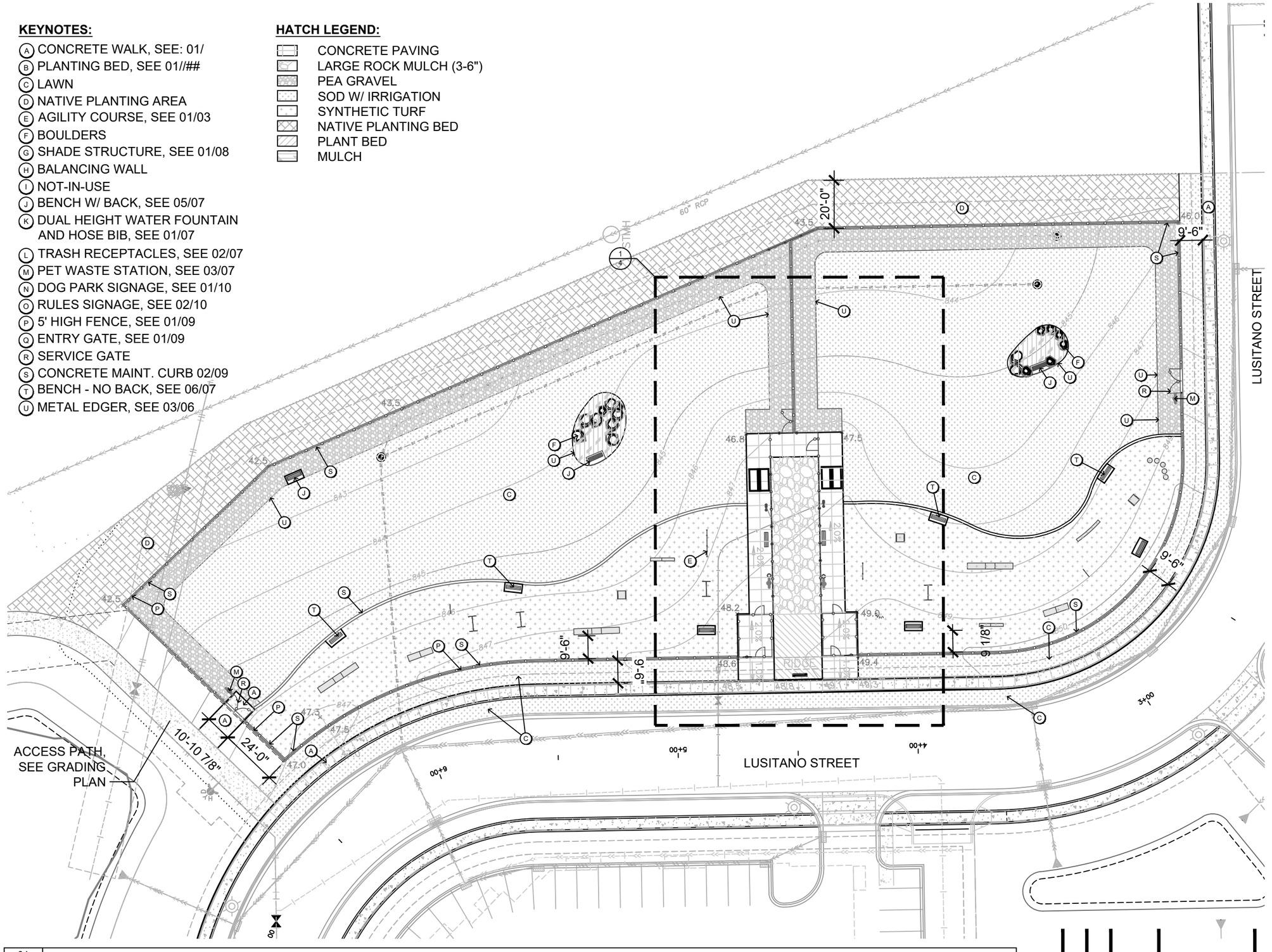
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KEYNOTES:

- (A) CONCRETE WALK, SEE: 01/
- (B) PLANTING BED, SEE 01//##
- (C) LAWN
- (D) NATIVE PLANTING AREA
- (E) AGILITY COURSE, SEE 01/03
- (F) BOULDERS
- (G) SHADE STRUCTURE, SEE 01/08
- (H) BALANCING WALL
- (I) NOT-IN-USE
- (J) BENCH W/ BACK, SEE 05/07
- (K) DUAL HEIGHT WATER FOUNTAIN AND HOSE BIB, SEE 01/07
- (L) TRASH RECEPTACLES, SEE 02/07
- (M) PET WASTE STATION, SEE 03/07
- (N) DOG PARK SIGNAGE, SEE 01/10
- (O) RULES SIGNAGE, SEE 02/10
- (P) 5' HIGH FENCE, SEE 01/09
- (Q) ENTRY GATE, SEE 01/09
- (R) SERVICE GATE
- (S) CONCRETE MAINT. CURB 02/09
- (T) BENCH - NO BACK, SEE 06/07
- (U) METAL EDGER, SEE 03/06

HATCH LEGEND:

- CONCRETE PAVING
- LARGE ROCK MULCH (3-6")
- PEA GRAVEL
- SOD W/ IRRIGATION
- SYNTHETIC TURF
- NATIVE PLANTING BED
- PLANT BED
- MULCH



01 02 SITE LAYOUT PLAN

CONFLUENCE 176

LANDSCAPE ARCHITECT
CONFLUENCE
530 N THIRD STREET, SUITE 120
MINNEAPOLIS, MN 55401
PH: (612) 333-3702
www.thinkconfluence.com

SHAKOPEE

THE SCALE INDICATED IS FOR 11"x17" DRAWING SHEETS

CERTIFICATIONS AND APPROVALS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

LANDSCAPE ARCHITECT: BRAD ALDRICH

45630 - LIC. NUMBER

DATE: 05-20-2022

WEST END DOG PARK

SHAKOPEE, MN

ISSUE SCHEDULE

ISSUE	DATE	DESCRIPTION
	5/11/2021	30% REVIEW

ISSUED FOR

90% PLANS

12/20/2024

SITE LAYOUT PLAN

CITY OF SHAKOPEE PROJECT # PR-20-003

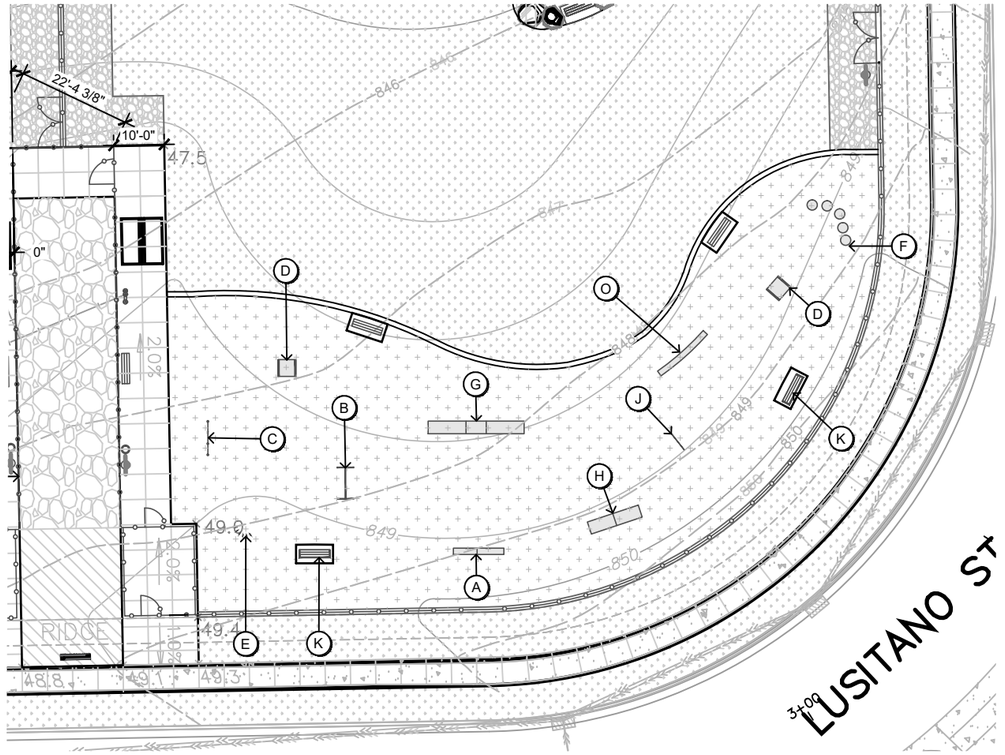
02

KEYNOTES:

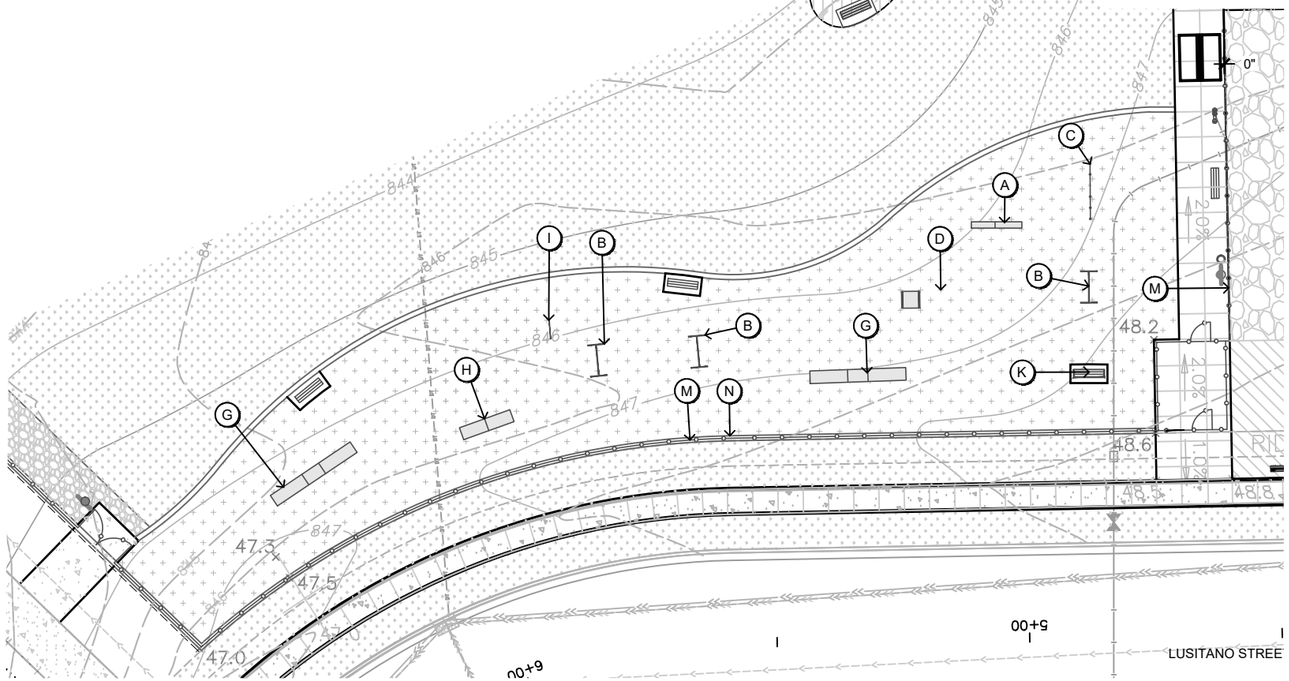
- (A) TEETER TOTTER, SEE: 01/11
- (B) ROVER JUMP OVER, SEE 02//11
- (C) WEAVE POST, SEE 03/11
- (D) DOGGIE CRAWL, SEE 04/11
- (E) DOGGIE DASH, SEE 05/11
- (F) STEPPING PAWS, SEE 06/11
- (G) DOG WALK, 07/11
- (H) KING OF HILL, 08/11
- (I) LARGE HOOP JUMP, 09/11
- (J) SMALL HOOP JUMP, 10/11
- (K) BENCH, SEE 05/07
- (L) PLANTING BED, SEE 01/##
- (M) 5' HIGH FENCE, SEE 01/09
- (N) CONCRETE MAINTENANCE STRIP
- (O) BALANCING WALL

HATCH LEGEND:

- CONCRETE PAVING
- LARGE ROCK MULCH (3-6")
- PEA GRAVEL
- SOD W/ IRRIGATION
- SYNTHETIC TURF
- NATIVE PLANTING BED
- PLANT BED
- MULCH



02 03 SMALL DOG AGILITY COURSE LAYOUT PLAN



01 03 LARGE DOG AGILITY COURSE LAYOUT PLAN

0' 15' 30' 60'

CONFLUENCE 177

LANDSCAPE ARCHITECT
CONFLUENCE
530 N THIRD STREET, SUITE 120
MINNEAPOLIS, MN 55401
PH: (612) 333-3702
www.thinkconfluence.com

SHAKOPEE

THE SCALE INDICATED IS FOR 11"x17" DRAWING SHEETS

CERTIFICATIONS AND APPROVALS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

LANDSCAPE ARCHITECT: BRAD ALDRICH

45630 - LIC. NUMBER

DATE: 05-20-2022

WEST END DOG PARK

SHAKOPEE, MN

ISSUE SCHEDULE

ISSUE	DATE	DESCRIPTION
	5/11/2021	30% REVIEW

ISSUED FOR

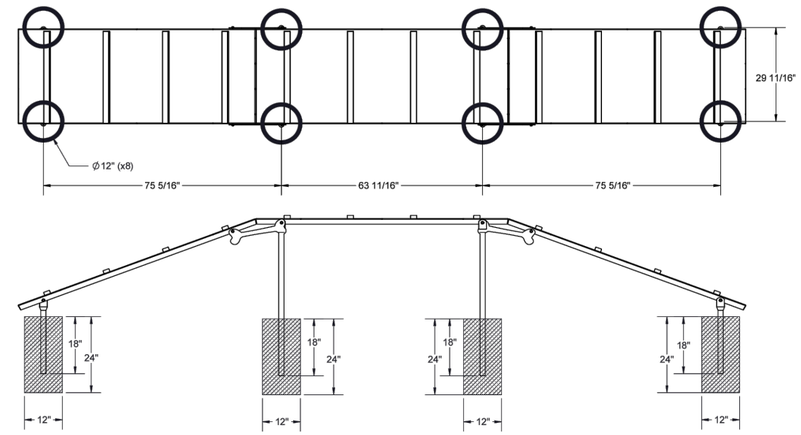
90% PLANS

12/20/2024

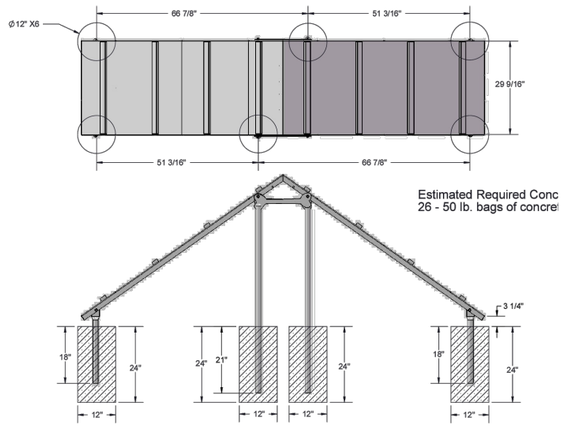
ENLARGEMENT PLAN

CITY OF SHAKOPEE PROJECT # PR-20-003

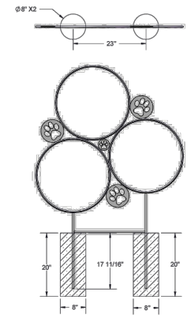
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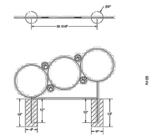
07 11 DOG WALK 1/4" = 1'-0"



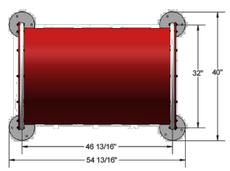
08 11 KING OF HILL 1/4" = 1'-0"

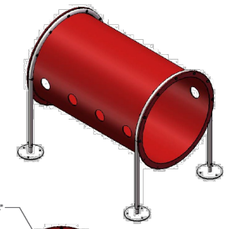


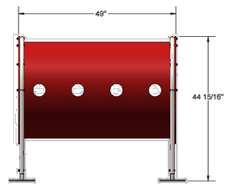
09 11 LARGE HOOP JUMP 1/4" = 1'-0"

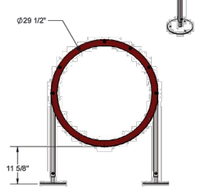


10 11 SMALL HOOP JUMP 1/4" = 1'-0"

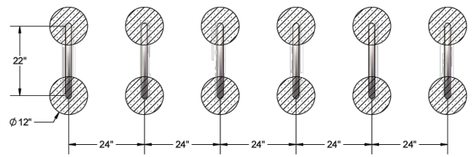


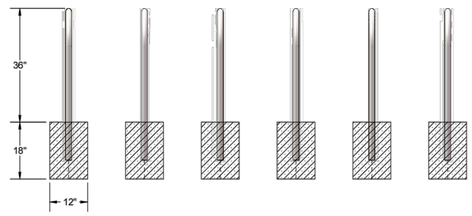




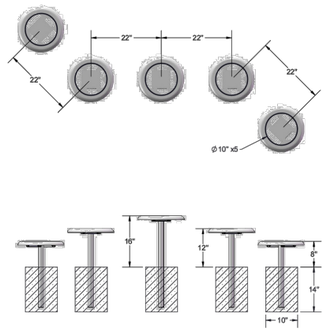


04 11 DOG CRAWL 1/4" = 1'-0"

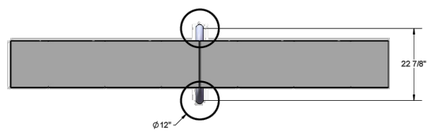




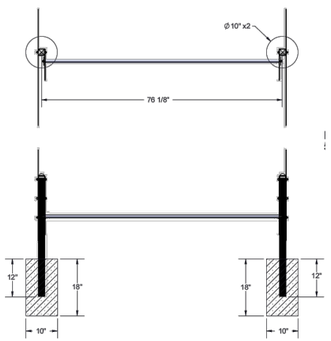
05 11 DOG DASH 1/4" = 1'-0"



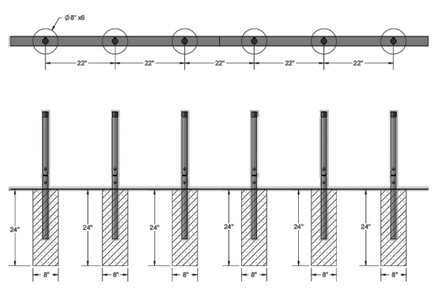
06 11 STEPPING PAWS 1/4" = 1'-0"



01 11 TEETER TOTTER 1/4" = 1'-0"



02 11 ROVER JUMP OVER 1/4" = 1'-0"



03 11 WEAVE POST 1/4" = 1'-0"

CONFLUENCE 178

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SHAKOPEE

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LANDSCAPE ARCHITECT: BRAD ALDRICH

45630 - LIC. NUMBER

DATE: 05-20-2022

WEST END DOG PARK

SHAKOPEE, , MN

ISSUE SCHEDULE

ISSUE	DATE	DESCRIPTION
	5/11/2021	30% REVIEW

ISSUED FOR
90% PLANS
12/20/2024

SITE DETAILS

CITY OF SHAKOPEE PROJECT # PR-20-003

11

Shakopee City Council
February 18, 2025

6.m

Agenda Item: Minnesota DNR's Conservation Partners Legacy Grant Program Application

Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen

Action to be considered:

Adopt Resolution R2025-025, approving an application to the Minnesota DNR's Conservation Partners Legacy grant program.

Motion Type:
Simple Majority

Background:

MN DNR provides grants through the CPL program to fund the restoration, protection, and enhancement of prairies, wetlands, forests, and habitats for fish, game, and wildlife in Minnesota. The City of Shakopee is requesting $235,000 to conduct long-term invasive shrub maintenance at Southbridge Community Park. The funding will be used to mitigate the Common Buckthorn and non-native Honeysuckle as well as removing dead and dying red oaks impacted by Oak Wilt and seeding native plants throughout the park.

Recommendation:

Adopt Resolution R2025-025.

Budget Impact:

The grant requires a 10% match and will be provided through the Engineering Department's Surface Water Fund.

Attachments:
Resolution R2025-025.pdf

RESOLUTION R2025-025
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT A MINNESOTA DNR CONSERVATION PARTNERS LEGACY GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota DNR's Conservation Partners Legacy Grant program, and

WHEREAS, the application is to obtain funding to conduct long-term invasive shrub maintenance, tree removal, and native plant seeding, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Surface Water Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the MN DNR, the City of Shakopee agrees to accept the grant award and may enter into an agreement with MN DNR for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Minnesota Pollution Control Agency's Implementation Grant for Community Resilience Program Application

Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen

Action to be considered:

Adopt Resolution R2025-026, approving an application to the Minnesota Pollution Control Agency's Implementation Grant for Community Resilience program.

Motion Type:
Simple Majority

Background:
The Minnesota Pollution Control Agency (MN PCA) is providing funding through the Implementation Grant for Community Resilience (IGCR) to address Minnesota's changing climate and to reduce its harmful effects in Minnesota communities, including resident health and safety, overwhelmed infrastructure, damaged property, dying trees and culturally important native species, and the inability of population centers to cool off overnight. The City of Shakopee is seeking funding to improve drainage in the Weinandt Acres area where residents currently experience poor yard drainage and are at risk of house flooding from a 100-year storm event.

Recommendation:
Adopt Resolution R2025-026.

Budget Impact:

The grant requires a 10% match and will be provided through the Engineering Department's Surface Water Fund.

Attachments:

Resolution R2025-026.pdf

RESOLUTION R2025-026
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT A MINNESOTA POLLUTION CONTROL AGENCY'S IMPLEMENTATION GRANT FOR COMMUNITY RESILIENCE PROGRAM APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota Pollution Control Agency's Implementation Grant for Community Resilience program, and

WHEREAS, the application is to obtain funding to improve yard drainage in the Weinandt Acres area, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Surface Water Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Pollution Control Agency, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Pollution Control Agency for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Minnesota Pollution Control Agency's Planning Grant for Community Resilience Program Award

Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen

Action to be considered:

Adopt Resolution R2025-028, accepting the Minnesota Pollution Control Agency's Planning Grant for Community Resilience program grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:
Simple Majority

Background:
At its November 19, 2024 meeting, Council approved the application to the Minnesota Pollution Control Agency's Planning Grant for Community Resilience program, mistakenly labeled as the Implementation Grant. The Planning Grant for Community Resilience program provides funding to conduct a stormwater modeling project to evaluate climate resilience, analyze the impacts of stormwater on its infrastructure, and identify any potential vulnerabilities. This would update the current stormwater model from 2018 and assist the Engineering Department with planning new development and addressing issues during reconstruction projects.

Recommendation:

Adopt Resolution R2025-028.

Budget Impact:

The grant requires a 10% match and will be provided through the Engineering

Department's Surface Water Fund.

Attachments:
Resolution R2025-028 AWARD.pdf
Resolution R2024-140.pdf

RESOLUTION R2025-028
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE MINNESOTA POLLUTION CONTROL AGENCY'S PLANNING GRANT FOR COMMUNITY RESILIENCE PROGRAM AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Minnesota Pollution Control Agency's Planning Grant for Community Resilience program, previously approved via Resolution R2024-140 on 19th day of November 2024, and

WHEREAS, the grant award is to provide funding for to conduct a study to update the current stormwater model, and

WHEREAS, the City of Shakopee was awarded the I grant for $830, and

WHEREAS, the City of Shakopee recognized a 10% match is required and will be provided through the Surface Water Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by the Minnesota Pollution Control Agency, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

RESOLUTION R2024-140
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT A MINNESOTA POLLUTION CONTROL AGENCY'S IMPLEMENTATION GRANT FOR COMMUNITY RESILIENCE PROGRAM APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota Pollution Control Agency's Implementation Grant for Community Resilience program, and

WHEREAS, the application is to obtain funding to conduct a study to update the current stormwater model, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Surface Water Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Pollution Control Agency, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Pollution Control Agency for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 19th day of November 2024.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

~~Lori Hensen~~ Heidi Emerson
City Clerk (Deputy)

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Engagement of Kutak Rock for Economic Development and Bonding Counsel
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Approve engagement

Motion Type:
Simple Majority

Background:
The city has been using Kennedy & Graven for many years as counsel for economic development, development, real estate and bonding matters. Recently the four attorneys from there (including Julie Eddington) departed and moved to Kutak Rock, a national law firm with over 550 attorneys across 19 offices in the United States. The firm offers a wide range of legal services, including business and corporate law, public finance, litigation, and real estate law.

The group of attorney's now at Kutak Rock are very familiar with the city's and the EDA's work and will be working on recently approved land acquisitions and the gravel pit along with providing assistance with past agreements and closeouts. The city and EDA will be using the attorney group from its Minneapolis office.

The proposed fees are similar to what the city was paying at Kennedy & Graven.

Recommendation:
Approve engagement with Kutak Rock for development, Economic Development and bonding matters per the attached letter of engagement and authorize the City Administrator to execute.

Budget Impact:
Paid for out of project fees and EDA budget.

Attachments:
ENGAGEMENT LETTER .docx

ENGAGEMENT PROPOSAL

February 5, 2025

William H. Reynolds
City Administrator
1255 Fuller St. South
City of Shakopee

Dear Mr. Reynolds:

Thank you for requesting an engagement proposal from Kutak Rock LLP to provide the City for legal services related to development work and bonding matters. This engagement letter describes the terms on which the Firm has agreed to provide legal services to the City of Shakopee.

SCOPE OF ENGAGEMENT

Kutak will provide development work and bonding matters as needed. We expect Julie Eddington and Ellen Gerdts will handle the majority of this work.

PROPOSED LEGAL FEES

We will charge $220 per hour for Julie Eddington and $145 per hour for Ellen Gerdts for development work. Bond work will be charged at $250 per hour for Julie Eddington and $165 per hour for Ellen Gerdts.

TERMINATION, LIMITATIONS AND ASSIGNMENT

This letter may be terminated at any time upon reasonable written notice given by either party to the other. The City agrees that Kutak Rock shall be under no obligation to undertake or continue services on any project if Kutak Rock deems such services to be in conflict with the interests of another client or with the principles of legal ethics. Upon termination of Kutak Rock's engagement for any reason and the satisfaction of all prior financial obligations to us, we will (i) search our files and forward to you, or to counsel designated by you, original documents, if any, specified and previously entrusted to us by you; (ii) take such steps as we deem appropriate to formally withdraw from such proceedings, if any, in which we may be counsel of record, and you hereby agree to consent to such withdrawal; and (iii) provide reasonable transitional assistance to new counsel, if any, designated by you.

If you would like to discuss further, please let me know. If you would like to move forward with the proposal above, please let us know.

Very truly yours,

Kutak Rock LLP

Accepted:

_____

By: _____
Name: _____
Title: _____

Agenda Item: Approve the City Council Meeting Minutes
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:
Approve the City Council meeting minutes for January 21, 2025 and February 4, 2025.

Motion Type:
Simple Majority

Background:
N/A

Recommendation:
Approve the above requested motion.

Budget Impact:
none

Attachments:
City Council Minutes 1/21/25
City Council Minutes 2/4/25

City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, January 21, 2025
7:00 p.m.

Vision: Shakopee is a place where people want to be! A distinctive river town, with a multitude of business, cultural and recreational opportunities in a safe, welcoming, and attractive environment for residents and visitors.

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1) Call to Order

2) Roll Call

PRESENT:
Mayor Matt Lehman, Council Member Angelica Contreras, Council Member Jay Whiting, Council Member Jim DuLaney, and Council Member Jesse Lara

ABSENT:
None.

ALSO PRESENT:
None.

3) Pledge of Allegiance

4) Approval of Agenda

Council Member Angelica Contreras made a motion to approve the agenda, second by Council Member Jesse Lara and the motion passed. 5 - 0

5) Consent Agenda

5.a) Public and Roadside Memorial Policy.

5.b) Approve Change Order No. 2 for Canterbury Commons Internal Roadway Improvements

5.c) Memorandum of Understanding with the Hennepin County WMD Tactical Response Team.

5.d) Approve the City Council Meeting Minutes

5.e) Settlement on Professional Fees for SandVenture Design Work

5.f) Order of Abatement of a Hazardous Property and Building at 2405 Jennifer Lane

5.g) 2025-2026 Mayoral Liaison Appointments

Council Member Jay Whiting made a motion to approve the Mayoral Appointments with the modification of changing the City Council members appointed to interview applicants for Boards and Commissions, from Mayor Lehman and Council Member DuLaney, to Council Member Contreras and Council Member Lara, second by Council Member Jesse Lara and the motion passed. 5 - 0

5.h) Maximum vacation accrual MOU for Shakopee Police Captains and Sergeants.

5.i) Approve plans and authorize bidding for the 2025 Pavement Reclamite Project

5.j) Declare one squad car as salvaged property and authorize disposal

5.k) Accept the Voluntary Dissolution of the Shakopee Fire Department Relief Association

5.l) Approve Purchase Agreement with Vaisala for Weather Stations

5.m) Accept proposal from Alliant Engineering for MnDOT Safe Road Zones Grant

Council Member Jay Whiting made a motion to approve the Consent Agenda as modified, second by Council Member Jim DuLaney and the motion passed. 5 - 0

6) Public Comment

7) Business removed from consent agenda

Item 5.g was removed for further discussion.

8) Public Hearings

8.a) Street Reconstruction Plan

Council Member Jesse Lara made a motion to open public hearing, second by Council Member Angelica Contreras and the motion passed. 5 - 0

Council Member Jay Whiting made a motion to close public hearing, second by Council Member Angelica Contreras and the motion passed. 5 - 0

City Council directed staff to bring this item back in for further review and discussion in 60 days.

9) General Business

9.a) Minnesota Riverbank Stabilization Project Presentation and Bolton & Menk Proposal

Council Member Jim DuLaney made a motion to approve a proposal from Bolton & Menk, Inc. in the amount of $993,600 to perform professional engineering services for the Minnesota Riverbank Stabilization Project, second by Council Member Jesse Lara and the motion passed. 5 - 0

9.b) Marystown Corridor Improvements - Project Update

Informational only.

9.c) Shakopee High School CAPS Project Presentation - Safe Routes to School

Informational only.

9.d) Comprehensive Plan Text Amendment to Figure 4.13-Planned Land Use Overview in the 2040 Comprehensive Plan

Council Member Jesse Lara made a motion to approve to Resolution R2025-012 approving a comprehensive plan text amendment to Figure 4.13-Planned Land Use Overview, and associated pages, in the 2040 Comprehensive Plan, second by Council Member Jim DuLaney and the motion passed. 5 - 0

10) Reports

10.a) City Bill List

Informational only.

11) Other Business

12) Adjourn to February 4, 2025 at 7:00 p.m.

Council Member Jesse Lara made a motion to adjourn to February 4, 2025 at 7:00 p.m., second by Council Member Jay Whiting and the motion passed. 5 - 0

City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, February 4, 2025
9:45 a.m.

Vision: Shakopee is a place where people want to be! A distinctive river town, with a multitude of business, cultural and recreational opportunities in a safe, welcoming, and attractive environment for residents and visitors.

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1) Call to Order

PRESENT:
Mayor Matt Lehman, Council Member Jim DuLaney, Council Member Jay Whiting, Council Member Jesse Lara, and Council Member Angelica Contreras

ABSENT:
None.

ALSO PRESENT:
None.

2) Roll Call

3) Pledge of Allegiance

4) Approval of Agenda

Council Member Jesse Lara made a motion to approve the Agenda, second by Council Member Jay Whiting and the motion passed. 5 - 0

5) Consent Agenda

5.a) Declare property and one vehicle as Surplus Property

5.b) LED Lighting Upgrades

5.c) Approve a Special Event Permit and a Temporary Liquor License for the Shakopee Chamber & Visitors Bureau

5.d) Approve plans and authorize bidding for the Stagecoach Road Improvement Project, CIF-25-001.

5.e) Approve plans and authorize bidding for the 2025 Pavement Rehabilitation Project

5.f) Accept Proposal from Kimley-Horn and Associates, Inc. for Design Services for the Old Carriage Court Corridor Improvements.

5.g) Approve a proposal from CTI for upgrades to Council Chambers broadcast equipment

5.h) FEMA Staffing for Adequate Fire and Emergency Response Program Grant Application

5.i) Department of Energy's Energy Efficiency & Conservation Block Grant Award

5.j) Approve plans and authorize bidding for the 2025 SCADA System Expansion Project, Sewer-25-001

5.k) Fee Schedule Modification

5.l) Cooperative Agreement with Scott County for the Construction and Maintenance of a Roundabout at the County Highway 79 and 78 Intersection

5.m) Hire the Community Outreach Coordinator position at grade 160 step 4

5.n) Approve a Gambling Premises Permit for the Shakopee Trap Club

5.o) Approve a Gambling Premises Permit for AMVETS Post 1

Item 10.c was added to the consent agenda.

Council Member Jay Whiting made a motion to approve the Consent Agenda as amended, second by Council Member Angelica Contreras and the motion passed. 5 - 0

6) Public Comment

7) Business removed from consent agenda

8) Recess for Economic Development Authority Meeting

Council Member Angelica Contreras made a motion to recess for the Economic Development Authority Meeting, second by Council Member Jim DuLaney and the motion passed. 5 - 0

9) Reconvene

10) General Business

10.a) 2025 City of Shakopee Strategic Plan Report

Information item only.

10.b) Discussion on Pawn Shop Fees.

Informational item only.

10.c) Amend the Shakopee City Code by adding section 130.23 prohibiting camping on city-owned property and street right-of-way.

This item was was moved to be approved under the consent agenda.

11) Workshop

11.a) Discussion on e-bikes, motorized bicycles, and foot scooters.

Informational item only.

12) Reports

12.a) City Bill List

Informational item only.

13) Other Business

14) Adjourn to February 18, 2025 at 7:00 p.m.

Council Member Jay Whiting made a motion to adjourn to February 18, 2025 at 7:00 p.m., second by Council Member Jesse Lara and the motion passed. 5 - 0

Agenda Item: Consumption and Display Permit Renewals for 2025
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:
Approve the renewal of Consumption and Display permits for 2025 for Dropshot Pickleball LLC., Dilemma Brewing dba Shakopee Brew Hall and Baymont by Wyndham Shakopee.

Motion Type:
Simple Majority

Background:
Staff has received consumption and display permit renewal applications for the following businesses:

Dilemma Brewing Co. dba Shakopee Brew Hall, 124 First Avenue
Dropshot Pickleball LLC., 1100 Shakopee Town Square
American Group of Hotels dba Baymont by Wyndham Shakopee, 1244 Canterbury Road South

The permit allows the businesses to host weddings, hold other functions and allows customers to bring their own liquor on to the premises.

The applications are in order.

Recommendation:
Approve the above recommended motion.

Budget Impact:
none.

Attachments:

Agenda Item: Accept Deed and Approve Right-of-way Maintenance Agreement for 1030 Cubasue Avenue
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:
Adopt Resolution R2025-023 Accepting a Deed of Property and Approve Right-of-way Maintenance Agreement for 1030 Cubasue Avenue

Motion Type:
Simple Majority

Background:
The property owner of 1030 Cubasue Avenue desires to deed to the City the portion of their property that is encumbered by a drainage and utility easement. The easement was dedicated to the City with the Countryside 2nd Addition final plat, for the City's ownership and maintenance of a public stormwater management basin. The reason for this request is that the property owner has concerns with their potential liability with the stormwater basin on their property.

The City is willing to accept the deed of property, with the condition that the property owner agrees to continue to maintain the right-of-way adjacent to the stormwater basin. The property owner has signed a Right-of-Way Maintenance Agreement, requiring the perpetual maintenance (mowing) of the grass within the right-of-way, minimizing the City's maintenance requirements.

Recommendation:
Adopt Resolution and Approve Agreement

Budget Impact:
None. The City currently owns and maintains the stormwater management basin by easement.

Attachments:
RES-R2025-023.pdf
Signed_DOCSOPEN-#1006974-v2-Right of Way Maintenace Agreement.pdf

RESOLUTION R2025-023

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING A DEED FOR THE PROPERTY AT 1030 CUBASUE AVENUE

WHEREAS, the property owner of Lot 5, Block 4, Countryside 2nd Addition desires to deed to the City a portion of their property that is encumbered by a drainage and utility easement (Parcel B), legally described as:

Lot 5, Block 4, Countryside 2nd Addition, Scott County, Minnesota EXCEPT the westerly 80.00 feet thereof; and

WHEREAS, the drainage and utility easement was granted to the City with the final plat of Countryside 2nd Addition for the City's ownership, maintenance and operation of a public stormwater management basin, and

WHEREAS, the City is willing to accept the deed of property if the property owner of Parcel A enters into a Maintenance Agreement with the City requiring the property owner to mow the grass within the right-of-way adjacent to the stormwater management basin. Parcel A is legally described as:

The westerly 80.00 feet of Lot 5, Block 4, Countryside 2nd Addition, Scott County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. The City accepts the deed of property.

2. The property owner shall record the Deed and Maintenance Agreement with Scott County.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Mayor of the City of Shakopee

ATTEST:

_____
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT ("Agreement") is made on this _____ day of _____, 2025 by and between Mary Wolf, an unmarried person ("Wolf"), and City of Shakopee, a Minnesota municipal corporation, ("City"), in accordance with the following:

RECITALS

A. The City is the fee owner of the property legally described as follows:

> Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION, Scott County, Minnesota EXCEPT the westerly 80.00 feet thereof.

(the "City Property").

B. Wolf is the fee owner of certain adjacent real property located at 1030 Cubasue Avenue, Shakopee, Scott County, Minnesota, legally described as follows:

> The westerly 80.00 feet of Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION, Scott county, Minnesota.

(the "Wolf Property").

C. Wolf is the previous fee owner of the City Property, which contains a City stormwater basin and over which the City owns a plat-dedicated drainage and utility easement per the plat of Countryside 2nd Addition. Because of the City easements over the City Property, Wolf desired to convey the City Property to the City and the City agreed to accept the City Property.

D. The parties desire to enter into this Agreement to provide for the perpetual maintenance of a portion of the right of way adjacent to the City Property.

AGREEMENT

1. **Maintenance Area, Maintenance Area Obligations**. Wolf, her heirs or assigns will be responsible for the continued maintenance of that portion of the City Property depicted on the attached Exhibit A (the "Maintenance Area"). Wolf agrees to provide for the adequate long term maintenance and continuation of the Maintenance Area, including performing preventative maintenance activities as necessary of the Maintenance Area and at intervals appropriate for vegetation care, regular vegetation care including weeding and lawn mowing of the Maintenance Area, and other care of the Maintenance Area so the Maintenance Area is in compliance with City Code, including City Code 90.05, which may be amended from time to time. The cost of all foregoing weeding and lawn care maintenance shall be the obligation of Wolf and her heirs and assigns.

2. **City's Maintenance Rights**. The City may, but is not obligated to maintain the Maintenance Area, as provided in this paragraph, if the City reasonably believes that Wolf or her heirs or assigns have failed to maintain the Maintenance Area in accordance with this agreement and applicable local laws and other requirements and such failure continues for 30 days after the City gives Wolf written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Wolf is making a good faith effort to complete said task. If Wolf does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon the Maintenance Area in order to perform such maintenance tasks at Wolf's cost. In such case, the City shall send to Wolf an invoice for all costs associated with the maintenance performed by the City including, but not limited to, all staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If Wolf, her heirs or assigns fail to reimburse the City for the City's costs and expenses in maintaining the Maintenance Area within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Wolf Property. Wolf waives all rights that it might have to receive notice and a hearing or to contest these assessments.

3. **Costs of Enforcement**. Wolf agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof.

4. **Hold Harmless**. Wolf hereby agrees to indemnify, defend, and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from Wolf's, her heirs', assigns', contractor's, or agents' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement.

5. **Notice**. All notices required under this Agreement shall either be personally delivered or be sent by U.S. certified mail, postage prepaid, and addressed as follows:

a) as to Wolf: Mary Wolf
1030 Cubasue Avenue
Shakopee, MN 55379

b) as to the City: City of Shakopee
Attn: City Administrator
485 Gorman Street
Shakopee, MN 55379

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

6. **City Warranty**. The City warrants that it is the fee owner of the City Property, that it has the right and ability to enter into this Agreement.

7. **No Additional Waiver Implied by One Waiver**. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

8. **Agreement Runs with Land**. This Agreement runs with the land and is binding on Wolf, her heirs and assigns.

9. **Amendments**. This Agreement may not be amended without the written approval of the City and such amendment, alteration, deletion or waiver shall be valid only when reduced to writing and duly signed by the parties.

10. **Recording**. Either party may record this Agreement in the office of the county recorder or registrar of titles, as applicable, but electing not to record this Agreement shall not affect its validity.

11. **Governing Law**. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

12. **No Third Party Rights**. This Agreement is solely for the benefit of the parties. This agreement shall not create or establish any rights in or for the benefit of any third party.

13. **Executed in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Right-of-Way Maintenance Agreement effective as of the date and year first above written.

MARY WOLF

Mary Wolf

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 10th day of Feb., 2025, by Mary Wolf, an unmarried person.

Susan Clare Malz
Notary Public

SUSAN CLARE MALZ
Notary Public
State of Minnesota
My Commission Expires
January 31, 2030

CITY OF SHAKOPEE

By: _____
Name: Matt Lehman
Title: Mayor

By: _____
Name: William H. Reynolds
Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025, by Matt Lehman, the Mayor, and by William H. Reynolds, the City Administrator, of the City of Shakopee, a Minnesota municipal corporation, on behalf of said municipal corporation.

_____
Notary Public

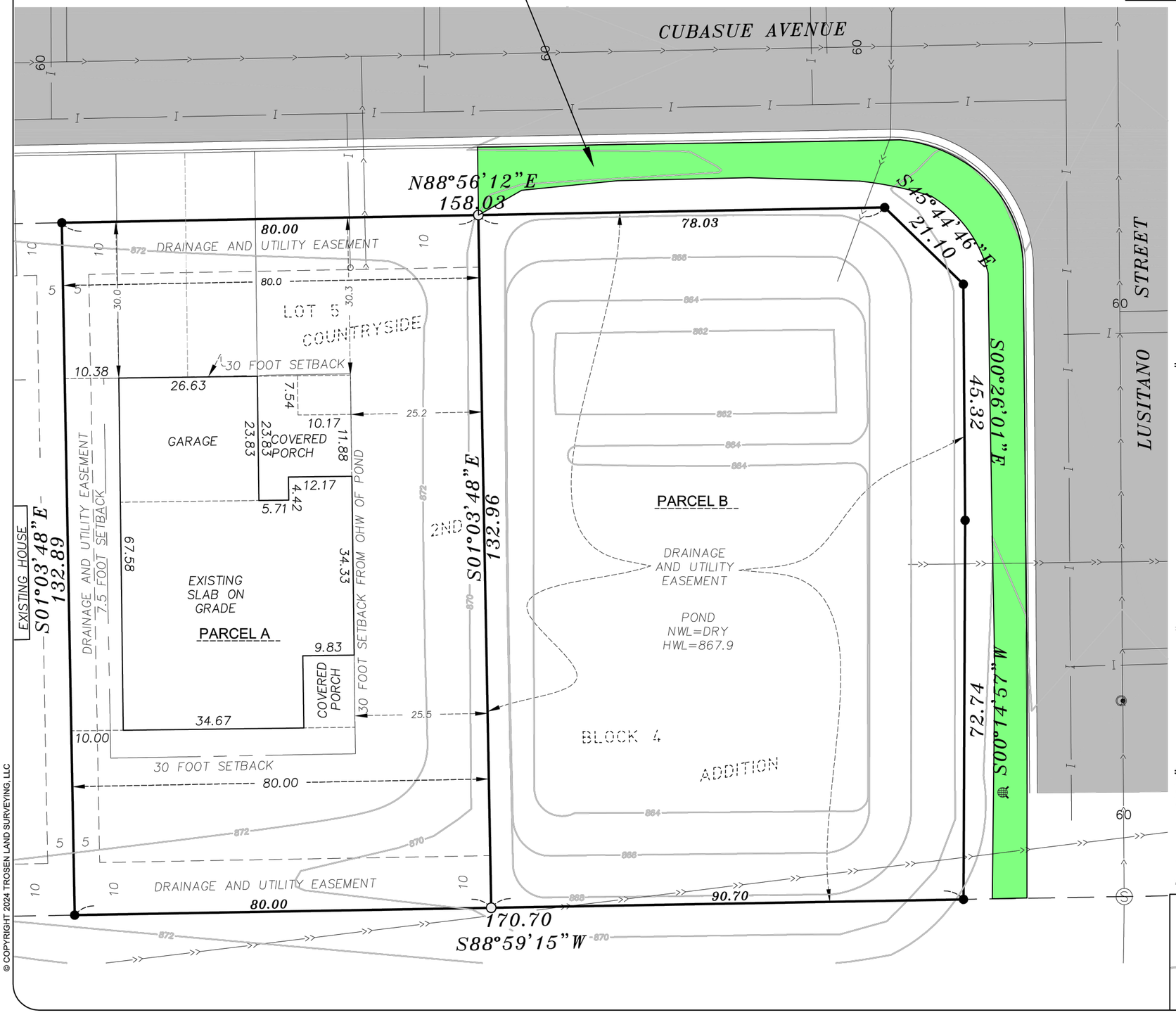
EXHIBIT A

Depiction of Maintenance Area

Maintenance Area

ADMINISTRATIVE SUBDIVISION

Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION Scott County, Minnesota



0 20

1" = 20 FEET

LEGEND

- = BITUMINOUS SURFACE
- = UTILITY BOX
- = FOUND IRON PIPE
- = SET IRON MONUMENT

PROPERTY DESCRIPTION

EXISTING:
Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION, SCOTT COUNTY, MINNESOTA

Address: 1030 Cubasue Avenue
Shakopee, MN 55379

PROPOSED
PARCEL A
THE WESTERLY 80.00 FEET OF LOT 5, BLOCK 4, COUNTRYSIDE 2ND ADDITION, SCOTT COUNTY, MINNESOTA

PARCEL B
Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION, SCOTT COUNTY, MINNESOTA
EXCEPT THE WESTERLY 80.00 FEET THEREOF.

AREAS

EXISTING:
Lot 5, Block 4, COUNTRYSIDE 2ND ADDITION: 22,765 SQ. FT. OR 0.52 ACRES

PROPOSED
PARCEL A: 10,633 SQ. FT. OR 0.24 ACRES
PARCEL B: 12,132 SQ. FT. OR 0.28 ACRES

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SCOTT C. TROSEN, MN LS 47465.
DATE: 12/05/2024 REVISED: _____

TROSEN LAND SURVEYING
TROSEN LAND SURVEYING, LLC
236 LEWIS STREET SOUTH
SHAKOPEE, MN 55379
PH: 612-990-1182
WWW.TROSENLANDSURVEYING.COM

© COPYRIGHT 2024 TROSEN LAND SURVEYING, LLC

Agenda Item: Appointment of Individuals to Boards and Commissions
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:
Adopt Resolution R2025-029 appointing individuals to various boards and commissions.

Motion Type:
Simple Majority

Background:
The terms on boards and commissions expire on February 28, 2025, or until their successors are appointed and qualified.

The city has advertised for volunteers interested in filling seats on the various boards and commissions. On February 10 and February 12, 2025, an interview panel consisting of Council Member Angelica Contreras and Council Member Jesse Lara, and the Chairs and Vice Chairs from each of the boards and commissions interviewed a total of 11 applicants.

After reviewing the qualifications, the interview committee is making the following recommendations (Those with an asterisk (*) are incumbents):

Shakopee Public Utilities Commission - *Kathi Hofer-Mocol
Police Civil Service Commission - *Miles Lahr
BOAA/Planning Commission - Kent Robbins

Recommendation:
Approve Resolution R2025-029 appointing individuals to various boards and commissions.

Budget Impact:
none.

Attachments:
Resolution R2025-029.pdf

RESOLUTION R2025-029
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPOINTING INDIVIDUALS TO VARIOUS BOARDS AND COMMISSIONS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, that the following appointments are hereby made:

1. Miles Lahr is appointed to the Police Civil Service Commission for a three- year term expiring February 28, 2028.
2. Kathleen Hofer-Mocol is appointed to the Shakopee Public Utilities Commission for a three-year term expiring March 31, 2028.
3. Kent Robbins is appointed to the Planning Commission/BOAA for a four-year term expiring February 28, 2029.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Mayor of the City of Shakopee

ATTEST:

_____
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Approve Purchase Agreement with Traffic Control Corporation for a signal cabinet at Vierling Drive and Heather Street
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:
Approve a Purchase Agreement with Traffic Control Corporation for a signal cabinet in the amount of $27,592.

Motion Type:
Approve

Background:

The traffic signal cabinet at the intersection of Heather Street and Vierling Drive was originally installed in the early 2000s and is nearing the anticipated life expectancy of such equipment. The signal experienced an outage in late January and the city has been working with Scott County, who provides routine maintenance and minor service repairs, to troubleshoot the issue. However, after troubleshooting and reviewing with an expert in signal systems, it has been determined the cabinet is no longer functional and replacement is needed.

The traffic signal system is vital to the safe and efficient operation of traffic at the intersection of Vierling Drive and Heather Street. In order to get the signal system functioning with as little downtime as possible, the city requested a quote to replace the cabinet from Traffic Control Corporation, who is Scott County's primary supplier of signal equipment.

Recommendation:
Approve Purchase Agreement

Budget Impact:

The cost of the signal cabinet is $27,592. In addition to the cost of purchasing the signal cabinet, there will be additional future expenses to install the cabinet and hookup the

electricity. Consistent with the existing City and Scott County Cooperative Maintenance Agreement, the City is responsible for 100% of the cost of major maintenance, which includes replacement of the signal cabinet.

Replacement of the signal cabinet was not a planned expense and therefore is not included in the 2025 Capital Improvement Plan. The costs related to the purchase and installation of the signal cabinet will be paid for from the Capital Improvement Fund.

Attachments:
TCC Signal Cabinet Quote

TRAFFIC CONTROL CORPORATION
5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

QUOTATION

Number 662870

To: 11209
SHAKOPEE, CITY OF
485 GORMAN STREET
SHAKOPEE MN 55379
USA

Attn:
Email:
Phone: 952-233-9328 **Fax:** 952-233-3801

Quote Date: 2/10/2025 **Expires:** 4/11/2025
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: MATT ALLWOOD
Email: MAllwood@TCC1.com
Phone: 651-439-1737

Letting Date:
Book / Call / Item:
Contract No: MNDOT 144047 & M50519

Location: VIERLING DR @ HEATHER ST
Description: TRAFFIC SIGNAL CABINET

Part Number / Description	Unit Price	Qty/UM	Net Price
SIGNAL CABINET - VERLING DR @ HEATHER ST TS2 ECONOLITE CABINET, 77" ALUM GRAY EXT WITH ANTI-GRAFITTI WHITE INSIDE (LEFT SWING HANDLE AWAY FROM LOCK), INCLUDES DOCUMENT DRAWER, LED LIGHTING, TS2 16 POSITION BACK PANEL ASSEMBLY, ONE DETECTOR RACK (WITH 8 POSITION PANEL), EXTRA SDLC CABLE FOR VIDEO/AAPS, 80 POSITIONS FUSE BLOCK, POWER SUPPLY, PED INTERFACE BLOCK, 6 FTR, 1 FLASHER, 3 BIUs, 16 LOAD SWITCHES, 1 RENO ENHANCED 1600GE MMU2 SMART MONITOR, METAL FILTER	20,317.00	1.00 EA	20,317.00
F40225 (504) CONTROLLER, COBALT, G, TYPE 1, DATA KEY, 6 YEAR WARRANTY: ECONOLITE, COB11120110000 W/ COBEW6YR *MNDOT CONTRACT #144047*	4,500.00	1.00 EA	4,500.00
F11771 DETECTOR, 2 CH RACK MOUNT, TS 1 / TS 2 TYPE, SOLID STATE OUTPUTS: RENO, C-1200-SS *MNDOT CONTRACT #144047*	415.00	5.00 EA	2,075.00
FIELD SERVICE 1 TRIP, UP TO 4 HOURS OF CABINET TURN ON ASSISTANCE FROM TCC TECHNICIAN AND TO HAVE CABINET BUILT & PROGRAMMED TO THE INTERSECTION PLANS	700.00	1.00 EA	700.00

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order. Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

TRAFFIC CONTROL CORPORATION
5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

QUOTATION

Number 662870

Item Total:	27,592.00
Misc Charges and Adjustments:	0.00
Quote Total:	**27,592.00**

As an authorized purchaser for the above named company, the undersigned agrees to the above quantities, prices, and all terms listed above. Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.

Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

PO Number_____ **Auth Date**_____ ☐ **Taxable** ☐ **Exempt**

Signature_____ **Printed Name**_____

Agenda Item: Contract with SEH for Condo Survey for River City Centre
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:
Approve contract for not to exceed $33,000 for SEH.

Motion Type:
Simple Majority

Background:
The city has been working on creating a Common Interest Community (CIC) for River City Centre, creating two units that would consist of the Retail area and the residential units/parking garage as the other unit.

The common areas are sidewalks, landscaping, parking lot and roof.

The Council and CDA have both reviewed the CIC documents with a presentation by attorneys from Hellmuth and Johnson.

The survey is the last piece needed to create the CIC.

SEH is on the city's approved consultant list that was previously approved by Council.

Recommendation:
Approve contract with SEH for an amount not to exceed $33,000 for proposed Common and Limited Common Elements for River City Centre Common Interest Community (CIC).

Budget Impact:
Paid for out of the River City Centre account. The costs of the CIC are being split with the Scott County CDA.

Attachments:
SEH Survey Agreement - River City Centre - Shakopee - CIC Plat.pdf

SHORT ELLIOTT HENDRICKSON INC.

Agreement for Professional Services

This Agreement is between City of Shakopee (Client) and Short Elliott Hendrickson Inc. (Consultant).

Dated: February 11, 2025

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: CIC Plat of River City Centre.

Client's Authorized Representative: Michael Kerski, Director of Planning & Development
Address: 485 Gorman Street
Shakopee, MN 55379

Telephone: 952-233-9346 **email:** MKerski@ShakopeeMN.gov

Project Manager: Christopher D. Munn, PLS (MN)
Address: 3428 Lakeridge Pl NW
Rochester, MN 55901
Telephone: 507-208-0044 **email:** cmunn@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Short Elliott Hendrickson Inc. (SEH) is pleased to submit this proposal for a Common Interest Condominium plat of the River City Centre, located at 205 1st Avenue East, Shakopee, Minnesota. The CIC plat will divide the existing Buildings (East and West) into two (2) units with the rest of the site being common areas. Unit 1 generally consists of the first floor of both buildings with Unit 2 consisting of the second and third floors of the buildings, the Parking Garage and a portion of the first floor of the East Building. SEH will measure all relevant interior spaces defining each "Unit" area, and coordinate with owner's attorney for the required declaration documents and desired "Common Interests" in the property. For purposes of this proposal, SEH will draft the CIC plat and provide to Client or Client's attorney for review. SEH will also coordinate and provide the required Engineer's signature. Engineer's signature is dependent on having the building and mechanical systems be "substantially complete", as required by state statutes. SEH will prepare the Final Plat mylars and submit to the County Surveyor for review and signature. SEH will deliver to City for Recorder filing. The owner shall allow SEH reasonable access to all areas of the building and property to carry out applicable portions of this scope. Notification of any tenants shall be the responsibility of the owner.

Schedule: The platting process typically takes approximately 6-8 weeks, subject to agency review, requested revisions and approval. Any architectural modifications currently underway, or contemplated, may impact the schedule. Completion of deliverables are subject to Engineer's Certification of "substantial completion" as noted above.

Payment:

The estimated hourly fee is **$32,850.00** including expenses and equipment.
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1

Hourly Rates:

Professional Land Surveyor	$175.00 - $215.00
Survey Crew Chief	$120.00 - $145.00
Survey Field Technician	$75.00 - $110.00
Professional Mechanical Engineer	$190.00 - $225.00

Survey Truck	$5.00 per hour plus $0.72 per mile.
Survey Equipment	$35.00 per hour.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Assumptions:

- Client will supply SEH with a current title search or title opinion, as required for the project.
- Client will supply SEH with a suitable diagram or sketch of intended ownership interests in the property including Unit boundaries and definition of ceiling limits (i.e. drop ceiling), location of Common Elements, and Limited Common Elements, if any.
- Client or their authorized representative will supply SEH with a copy of the proposed CIC Declaration prior to any final CIC plat signatures.
- Additional application and/or agency fees to be paid directly by the City are not included in this agreement.
- SEH will not measure individual lease areas, only confirm overall the Unit measurements and heights.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

Short Elliott Hendrickson Inc.

By: 

Christopher D. Munn, PLS (MN)

Title: Sr. Professional Land Surveyor (Mgr.)

Client: City of Shakopee

By: _____

Title: _____

Date: _____

Exhibit A-1
Between City of Shakopee (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated: February 11, 2025

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Agenda Item: Amending Nationwide 457 Plan to Include Part-Time Firefighters

Prepared by: Christie Rossow, Human Resources Director
Reviewed by:

Action to be considered:

Approve Nationwide 457 Deferred Compensation plan amendment, as requested

Motion Type:
Simple Majority

Background:

This memo requests City Council approval to amend the City's voluntary Nationwide 457 deferred compensation plan to include part-time firefighters. This amendment is specifically for part-time firefighters and will not extend 457 plan eligibility to other part-time employee groups.

In 2024, the Fire Department transitioned its paid on-call firefighters to part-time status. This change made these firefighters ineligible for the existing paid on-call retirement plan (OBRA).

To provide these part-time firefighters with a voluntary deferred compensation plan option, we propose amending the Nationwide 457 plan to include "Part-Time Firefighters."

This will allow them to:

- Roll over existing OBRA funds into the 457 plan.
- Contribute to the 457 plan going forward.

This amendment provides an alternative deferred compensation option for part-time fire fighters. This is the reason for this targeted amendment, and it differs from the situation of other part-time employee groups.

Recommendation:
Approval as requested.

Budget Impact:

There is no cost to the City to make this plan amendment.

Attachments:
Adoption Agreement 0038852001.pdf
Basic Plan Document 0038852001.pdf
Plan Summary 0038852001.pdf

Nationwide Financial Services, Inc.
GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

[***Note:*** *Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions. Additionally, some State and local laws may restrict the election of certain provisions under the Plan. Please consult with legal counsel to assess the impact of State laws, local laws and/or applicable vendor agreements on the Plan.*]

SECTION 1
EMPLOYER INFORMATION

1-1 **EMPLOYER INFORMATION.**

Name: City of Shakopee, MN

Address: 485 Gorman St

City, State, Zip Code: Shakopee, Minnesota 55379-2687

Telephone: 952-233-9314

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN).** 41-6005539

1-3 **TYPE OF EMPLOYER.** (Optional)

[***Note****: To adopt this Plan, the Employer must be a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as provided under Code §457(e)(1)(A). A non-governmental tax-exempt organization, as described under Code §457(e)(1)(B), may not adopt this Plan.*]

☐ (a) State

☐ (b) Political Subdivision of a State

☐ (c) Agency or Instrumentality of a State

☐ (d) Other governmental entity: (Describe) _____

1-4 **EMPLOYER'S TAX YEAR END.** (Optional) The Employer's tax year ends December 31

1-5 **RELATED EMPLOYERS.** (Optional) List any Related Employers. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

_____

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME.** City of Shakopee 457(b) Deferred Compensation Plan

Original Effective Date: February 1, 1982

Restatement Effective Date: January 31, 2025

Plan identifier (optional): _____

2-2 **TYPE OF PLAN.** This Plan is a Governmental 457(b) Plan.

☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the BPD).

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2-3 **TYPE OF CONTRIBUTIONS. (Check all that apply.)**

☑ (a) Salary Deferral Contributions
☐ (b) Employer Matching Contributions
☐ (c) Employer Contributions
☑ (d) Rollover Contributions

2-4 **PLAN YEAR.**

☑ (a) Calendar year.
☐ (b) The 12-consecutive month period ending on _____ each year.
☐ (c) Other: _____

2-5 **PLAN ADMINISTRATOR.**

☑ (a) The Employer identified in AA §1-1.
☐ (b) Name: _____
Address: _____
Telephone: _____

2-6 **FROZEN PLAN.** Check this AA §2-6 if the Plan is a frozen Plan to which no contributions will be made. (See Section 3.01(c) of the BPD).

☐ This Plan is a frozen Plan effective _____

[***Note:*** *As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-7 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
☑ (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
☑ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a 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. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[***Note****: An Employer may elect any or all of the elections above. If more than one is selected, the hierarchy for determining whether an individual is considered Disabled is in the order listed above, unless described otherwise under separate administrative procedures or as described below*.]

☐ (d) Alternative definition of Disabled: _____

[***Note:*** *Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the plan.*]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the BPD, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the BPD for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

Deferral	Match	ER	
☐	☐	☐	(a) No exclusions.
☐	☐	☐	(b) Collectively Bargained Employees (as defined in Section 1.11 of the BPD), unless the Collective Bargaining Agreement provides otherwise.

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Deferral	Match	ER	
☐	☐	☐	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
☐	☐	☐	(d) Employees who normally work less than ____ hours a week.
☐	☐	☐	(e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
☐	☐	☐	(f) Part-Time Employees (as defined in Section 1.39 of the BPD).
☐	☐	☐	(g) Seasonal Employees (as defined in Section 1.57 of the BPD).
☐	☐	☐	(h) Temporary Employees (as defined in Section 1.60 of the BPD).
☐	☐	☐	(i) Employees in an appointed or elected position.
☐	☐	☐	(j) Employees paid on an hourly basis.
☐	☐	☐	(k) Employees paid on a salaried basis.
☐	☐	☐	(l) All other Employees except Part-Time, Temporary and Seasonal Employees.
☑	☐	☐	(m) Other: Any Employee classified as Hourly, Part-time, Seasonal or Temporary Employees as provided in Regulation section 31.3121(b)(7)-2(d)(2)(iii) with the exception of Employees classified as Part-time Firefighters

3-2 **INDEPENDENT CONTRACTORS.** Unless elected otherwise under subsection (a) below, Independent Contractors (as defined in Section 1.35 of the BPD) of the Employer are excluded from participation in the Plan.

Deferral	Match	ER	
☑	☐	☐	(a) Independent Contractors may participate in the Plan.
☐	☐	☐	(b) Describe any special rules applicable to Independent Contractors: _____

[***Note:*** *Select under subsection (a) the types of contributions for which Independent Contractors are eligible. If the Employer elects to allow Independent Contractors to participate in the Plan, the term Employee as used in the Plan shall include the eligible Independent Contractors, as appropriate*.]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of such Eligible Employee's Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
☑	☐	☐	(1) There is no minimum service requirement for participation in the Plan.
☐	☐	☐	(2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).
☐	☐	☐	(3) The completion of at least ____ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(1) of the BPD for rules regarding

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Deferral	Match	ER	
			the application of this subsection (ii).)
☐	☐	☐	(4) The completion of ___ Hours of Service during an Eligibility Computation Period. [***Note:*** *If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.*]
☐	☐	☐	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

☐ (A) There is no minimum service requirement for participation in the Plan.

☐ (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (C) Under the Elapsed Time method as defined in AA §4-3 below.

☐ (D) Describe: _____

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3).

☐ (A) For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:

☐ (I) ____ hours per week.

☐ (II) ____ hours per month.

☐ (III) ____ hours per year.

☐ (B) Describe part-time Employees for this purpose: _____

[***Note:*** *A part-time employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

☐	☐	☐	(6) Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
☐	☐	☐	(7) Describe eligibility conditions: _____
☐	☐	☐	Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral	Match	ER	
☑	☐	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	☐	(2) Age 21.
☐	☐	☐	(3) Age ___.

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[***Note:*** *This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

4-2 **ENTRY DATE.** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of such Eligible Employee's Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [***Note:*** *If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (l) for the same contribution source.*]

Deferral	Match	ER	
☑	☐	☐	(a) **Immediate.** The date the minimum age and service requirements are satisfied.
☐	☐	☐	(b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
☐	☐	☐	(c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

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Deferral	Match	ER	
☐	☐	☐	(d) **Monthly.** The first day of each calendar month.
☐	☐	☐	(e) **Payroll period.** The first day of the payroll period.
☐	☐	☐	(f) **The first day of the Plan Year.**
☐	☐	☐	(g) **Describe Entry Date:** _____

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Deferral	Match	ER	
☐	☐	☐	(h) **next following** satisfaction of the minimum age and service requirements.
☐	☐	☐	(i) **coinciding with or next following** satisfaction of the minimum age and service requirements.
N/A	☐	☐	(j) **nearest** the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(k) **preceding** the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(l) **coinciding with or preceding** the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
☐	☐	☐	(m) **Describe** special rules for determining Entry Dates under the Plan: _____

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.33 of the BPD for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the BPD). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the BPD).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

Deferral	Match	ER	
☐	☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.
☐	☐	☐	(b) **Eligibility Computation Period.** The Plan will use Anniversary Years for all Eligibility Computation Periods.
☐	☐	☐	(c) **Elapsed Time method.** [***Note:*** *Check the same contribution source as checked in AA §4-1(a) above.*] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(5) of the BPD.)

☐ (1) For Deferral, must complete a ____ period of service
☐ (2) For Match, must complete a _____ period of service
☐ (3) For ER, must complete a ____ period of service

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Deferral	Match	ER		
☑	☐	☐	(d)	**Equivalency Method**. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to: ☐ (1) All Employees. ☑ (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method. ☑ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked. ☐ (7) **Hours worked.** 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. ☐ (8) **Regular time hours.** 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.
☐	☐	☐	(e)	**Special eligibility provisions.** The following special eligibility provisions apply: _____

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of such Employee's Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral	Match	ER		
☐	☐	☐	(a)	**Automatic Eligibility.** An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service conditions: ☐ (1) the Effective Date of this Plan (as designated on the Employer Signature Page, as applicable) ☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) ☐ (3) _____ [*insert date*]
☐	☐	☐	(b)	**Describe** other effective date provisions: _____

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and/or allocation conditions under this Plan.

☐ (a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
☐ (1)	_____	☐	☐	☐

☐ (b) The following special rules apply with respect to service with a Predecessor Employer: _____

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SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.61 of the BPD for a specific definition of the various types of Total Compensation.

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) "Simplified" Code §415 Compensation

☐ (d) Wages under Code §3401(a)

[*For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.61 of the BPD) includes post-severance compensation, to the extent provided in Section 1.61(b) of the BPD. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.61(b) of the BPD.

The following amounts paid after a Participant's severance from employment are excluded from Plan Compensation.

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after Severance from Employment on account of disability (as defined in Code §22(e)(3)), check the box below.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3).

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
☑	☐	☐	(a) No exclusions.
N/A	☐	☐	(b) Salary Deferrals (as defined in Section 1.55 of the BPD), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☐	☐	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d) Compensation above $___ is excluded.
☐	☐	☐	(e) Amounts received as a bonus are excluded.
☐	☐	☐	(f) Amounts received as commissions are excluded.
☐	☐	☐	(g) Overtime payments are excluded.
☐	☐	☐	(h) Shift differentials are excluded.
☐	☐	☐	(i) Exclusions as described by the applicable Collective Bargaining Agreement.
☐	☐	☐	(j) Amounts received for services performed for a non-signatory Related Employer are excluded.

[***Note:*** *If this subsection is not elected, amounts received for services*

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Deferral	Match	ER		
				performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]
☐	☐	☐	(k)	"Deemed §125 compensation" as defined under Total Compensation. (See Section 1.61(d) of the BPD.)
☐	☐	☐	(l)	Amounts received after Severance from Employment are excluded.
☐	☐	☐	(m)	Differential Pay (as defined in Section 1.61(e) of the BPD) is excluded.
☐	☐	☐	(n)	Describe adjustments to Plan Compensation: _____

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

(a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [***Note:*** *If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER		
☑	☐	☐	(1)	The Plan Year.
☐	☐	☐	(2)	The calendar year ending in the Plan Year.
☐	☐	☐	(3)	The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4)	The 12-month period ending on _____ which ends during the Plan Year.

(b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation paid while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation paid while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.45 of the BPD.)

Deferral	Match	ER	
☑	☐	☐	All compensation paid during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

SECTION 6
EMPLOYER CONTRIBUTIONS

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

☐ Yes

☑ No [*If No, skip to Section 6A.*]

[***Note:*** *Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 and AA §6-4, as applicable.

☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

☐ (b) **Fixed contribution.**

- ☐ (1) _____% of each Participant's Plan Compensation.
- ☐ (2) $____ for each Participant.
- ☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
- ☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

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☐ (c) **Service-based contribution.** The Employer will make:

☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.

☐ (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.

☐ (3) **Fixed dollar.** $___ for each period of service designated below.

The service-based contribution selected under this (c) will be based on the following periods of service:

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: _____

The service-based contribution is subject to the following rules:

☐ (7) Describe any special provisions that apply to service-based contribution: _____

☐ (d) **FICA Replacement Contribution.** (See Section 3.08 of the BPD).

☐ (1) The Employee will make the 7.5% of Plan Compensation mandatory contribution.

☐ (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.

☐ (3) The Employee will make a mandatory contribution equal to ___% of Plan Compensation and the Employer will make a mandatory contribution equal to ___% of Plan Compensation.

[***Note:*** *The combined Employer and Employee contribution must equal at least 7.5% of Plan Compensation.*]

☐ (e) **Contributions of accrued sick, PTO and/or vacation leave.**

☐ (1) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave as follows: _____

☐ (2) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid PTO leave as follows: _____

☐ (3) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave as follows: _____

☐ (f) Describe Employer Contribution formula: _____

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata allocation.** The Employer Contribution under AA §6-2(a) will be allocated as:

☐ (1) a uniform percentage of Plan Compensation or

☐ (2) a uniform dollar amount

☐ (b) **Allocation under fixed Employer Contribution.** If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b).

☐ (c) **Discretionary allocation.** The Employer Contribution under AA §6-2(a) will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.

☐ (d) **Service-based allocation.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).

☐ (e) **Describe other allocation method:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

☐ (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation paid during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.

Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation paid during the following period:

☐ (1) Plan Year quarter ☐ (2) calendar month

☐ (3) payroll period ☐ (4) Other: _____

[***Note:*** *Although Employer Contributions are determined on the basis of Plan Compensation paid during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.*]

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☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) Describe: _____

☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____[*insert name of plan(s)*].

☐ (2) In applying the offset under this subsection, the following rules apply: _____

☐ (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. [***Note:*** *The Plan may not impose allocation conditions on FICA Replacement Contributions.*]

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (3) ____ consecutive months of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-5 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-5, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.

☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other: _____

☐ (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-5, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if an Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

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☐ (2) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6-5.

☐ (ii) a minimum service condition designated under this AA §6-5.

☐ (iii) a Discretionary Employer Contribution.

☐ (iv) a Fixed Employer Contribution.

☐ (f) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only Employees for whom the Employer does not maintain hourly records. For all other Employees, actual hours worked will be used.

☐ (g) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.

☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6-6 **OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution.

☐ (a) A Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution. [***Note:*** *The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election*.]

☐ (b) Describe any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Roth contribution: _____

6-7 **SPECIAL RULES APPLICABLE TO EMPLOYER CONTRIBUTIONS.** The following special rules apply to Employer Contributions: _____

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

☑ Yes

☐ No [*If "No" is checked, skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

☐ (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

☐ (1) _____% of Plan Compensation.

☐ (2) $_____.

[***Note:*** *If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

☐ (3) Plan Year.

☐ (4) the portion of the Plan Year during which the individual is eligible to participate.

☐ (5) each separate payroll period during which the individual is eligible to participate.

☐ (b) **Limits on Salary Deferrals on bonus payments.** [***Note:*** *This §6A-2(b) only may be selected if bonus payments are not excluded under AA §5-3.*]

☐ (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election or in separate administrative procedures.

☐ (2) A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement election or in separate administrative procedures.

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☐ (3) Describe special rules applicable to deferrals on bonus payments: _____

(c) **Deferral of sick, vacation, PTO and back pay.** Unless otherwise elected below, a Participant may elect to defer accrued sick pay, accrued vacation pay, accrued PTO pay, or back pay if: (1) such pay is otherwise included in Plan Compensation; (2) the Participant timely enters into a Salary Reduction Agreement with respect to such pay; and (3) the Participant is an Employee in the month of deferral.

☐ A Participant may NOT defer accrued sick pay, accrued vacation pay, accrued PTO or back pay.

☐ (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

☐ (a) ___% of Plan Compensation for a payroll period.

☐ (b) $___ for a payroll period.

☐ (c) Describe. _____

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.

☐ (b) Special 457 Catch-Up Contributions are not permitted under the Plan.

☐ (c) Describe any special rules applicable to the Age 50 Catch-Up Contributions or Special 457 Catch-Up Contributions:
_____

6A-5 **ROTH DEFERRALS.**

(a) **Availability of Roth Deferrals.**

☑ (1) Roth Deferrals are permitted under the Plan.

☐ (2) Roth Deferrals are not permitted under the Plan.

[***Note:*** *If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8 below.*]

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. If a Participant fails to designate the Account, the Plan Administrator may distribute amounts pursuant to a separate administrative policy.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

☐ (1) **Distributions and withdrawals.**

☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

☐ (1) **Effective date.** Effective _____[*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

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[***Note:*** *The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

(2) **In-Service Distribution.**

☐ (i) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [***Note****: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

☐ (ii) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan. To override this default provision and limit the contribution sources available for In-Plan Roth Conversion, select the applicable contribution sources below:

☐ (i) Pre-tax Salary Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) Rollover Contributions

☐ (v) Describe: _____

(4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than $___ (may not exceed $1,000).

☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[***Note****: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]

☐ (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.

☐ (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____

☐ (vi) Describe: _____

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.03 of the BPD.

[***Note:*** *If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.03 of the BPD.*]

☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[***Note:*** *If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.*]

(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted in the same manner as permitted for Roth Deferrals, as set forth under AA §9-2, unless designated otherwise under this subsection (6).

☐ Describe distribution options: _____

☐ (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

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6A-6 **SALARY REDUCTION AGREEMENT ELECTIONS.**

(a) **Change or revocation of Salary Reduction Agreement election:** A Participant's election to change or resume a Salary Reduction Agreement election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a Salary Reduction Agreement election (on a prospective basis) at any time.

(b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative Salary Reduction Agreement to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

☐ **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[***Note:*** *The Employer may modify the rules applicable to rehired Employees under the Salary Reduction Agreement or other administrative procedures*.]

6A-7 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03(c) of the BPD, unless provided otherwise under this AA §6A-7. *[**Note:** Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.*]

☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Reduction Agreement election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) _____ [*insert date*]

☐ (iii) As set forth under a prior Plan document.

[***Note:*** *If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the BPD. [***Note:*** *Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the BPD.*]

☐ (i) **Automatic Contribution Arrangement features determined under separate administrative procedures.** The Employer has described the features of its Automatic Contribution Arrangement in a separate administrative policy which is incorporated by reference into this Plan. To the extent that either (ii) or (iii) below is not completed, those features of the Automatic Contribution Arrangement will be determined by the terms of a separate administrative policy.

☐ (ii) **Automatic deferral percentage.**

☐ (A) ___% of Plan Compensation

☐ (B) $___

☐ (iii) **Automatic increase.** If elected under this subsection (iii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

☐ (A) ___% of Plan Compensation

☐ (B) $_____

☐ (C) Describe: _____

Any automatic increase elected under this subsection (iii) will not cause the automatic deferral amount to exceed:

☐ (D) ___% of Plan Compensation

☐ (E) $_____

☐ (F) Describe: _____

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(3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).

(i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.

(ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).

☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(ii). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.

☐ (D) Describe: _____

(iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [***Note:*** *This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

☐ (iv) **Expiration of affirmative deferral elections.** Unless this subsection (iv) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iv) is elected, a Participant's affirmative deferral election will expire:

☐ (A) at the end of each Plan Year.

☐ (B) Describe date that the affirmative election will expire: _____

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.

[***Note:*** *Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]

(4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(iii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(iii) of the BPD.)

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.

☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **Effective date.** The automatic increase described under subsection (2)(iii) is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (A) The anniversary of the Participant's date of hire.

☐ (B) The anniversary of the Participant's first automatic deferral contribution.

☐ (C) The first day of each calendar year.

☐ (D) Other date: _____

☐ (iv) **Special rules:** _____

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(5) **Treatment of Employees who have a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee had a Severance from Employment).

☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (ii) **Describe special rules applicable to rehired employees:** _____

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the BPD), a Participant who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if a Participant does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Participant to take a permissive withdrawal, but only with respect to default contributions made after the Participant's return to employment.

☐ The ability to take permissible withdrawals does not apply to rehired Participants, even if such Participants have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.

☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.

☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (c) **Other automatic contribution provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the BPD.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:

☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (2) _____ (insert date).

☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [***Note:*** *If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.*]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

☐ Yes

☑ No [*Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 7.*]

[***Note:*** *Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution and how such Matching Contribution is allocated to Participants.

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☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) ____% of Salary Deferrals made for each period designated in AA §6B-5 below.

☐ (2) $____ for each period designated in AA §6B-5 below.

☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.

☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

☐ (1) **Tiers as percentage of Plan Compensation.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to __% of Plan Compensation	_____%	☐
☐ (ii) From __% up to __% of Plan Compensation	_____%	☐
☐ (iii) From __% up to __% of Plan Compensation	_____%	☐
☐ (iv) From __% up to __% of Plan Compensation	_____%	☐

☐ (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to $____	_____%	☐
☐ (ii) From $____ up to $____	_____%	☐
☐ (iii) From $____ up to $____	_____%	☐
☐ (iv) Above $____	_____%	☐

☐ (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
☐ (1) From ____ up to ____ Years of Service	_____%	☐
☐ (2) From ____ up to ____ Years of Service	_____%	☐
☐ (3) From ____ up to ____ Years of Service	_____%	☐
☐ (4) From ____ up to ____ Years of Service	_____%	☐
☐ (5) Years of Service equal to and above ____	_____%	☐

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

☐ (e) **Other Matching Contribution Formula:** _____

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS").** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Salary Deferrals

☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special 457 Catch-Up Contributions

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☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____

☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[***Note:*** *This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.*]

☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

☐ (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.

☐ (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:

☐ (1) _____% of Plan Compensation.

☐ (2) $_____.

☐ (3) A discretionary amount determined by the Employer.

☐ (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☐ (1) __% of Plan Compensation.

☐ (2) $_____.

☐ (d) **Special limits:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, check one of (a) – (d) below.

☐ (a) payroll period ☐ (b) Plan Year quarter

☐ (c) calendar month ☐ (d) Other: _____

[***Note:*** *Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the BPD for a discussion of the "true up" requirements applicable to Matching Contributions.*]

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

☐ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (3) ____ consecutive months of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-6 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-6, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)

☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:

☐ (i) Plan Year quarter

☐ (ii) calendar month

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☐ (iii) payroll period

☐ (iv) Other: _____

☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-6, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6B-6.

☐ (ii) a minimum service condition designated under this AA §6B-6.

☐ (iii) a Discretionary Matching Contribution.

☐ (iv) a Fixed Matching Contribution.

☐ (f) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

☐ (g) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method

☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6B-7 **OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferrals.

☐ (a) A Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferral. [***Note:*** *The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]

☐ (b) Describe special any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Roth Deferral: _____

6B-8 **OPTIONAL TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS AS SALARY DEFERRALS FOR MATCHING CONTRIBUTIONS.** Unless elected otherwise below, Qualified Student Loan Payments are not treated as Salary Deferrals for Matching Contribution purposes under the Plan.

☐ (a) Effective ____ (no earlier than the first day of the Plan Year beginning after December 31, 2023), the Employer elects to make Matching Contributions on account of Qualified Student Loan Payments, as provided under BPD Section 3.04(e). The Employer may develop procedures to assist in the administration of this election and/or may specify any special rules under subsection (b) below.

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☐ (b) Describe any special rules applicable to the optional treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contribution purposes: _____

6B-9 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

SECTION 7
RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE.** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b) (and vesting, allocation and other provisions of the Plan referring to Normal Retirement Age, if applicable), Normal Retirement Age under the Plan is:

☐ (a) Age ____ (not earlier than age 65 or later than age 70 ½).

☐ (b) The earlier of age ____ (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD).

☑ (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.

☐ (d) The Participant may designate a Normal Retirement Age that is on or after age ____ (not earlier than age 65) but not later than age ____ (not later than age 70½).

☐ (e) Describe Normal Retirement Age: _____

Normal Retirement Age for Qualified Police (elect if applicable):

☐ (f) Age ____ (not earlier than age 40 or later than age 70 ½).

☐ (g) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).

☑ (h) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.

☐ (i) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.

☐ (j) Describe Normal Retirement Age for Qualified Police: _____

Normal Retirement Age for Firefighters (elect if applicable):

☐ (k) Age ____ (not earlier than age 40 or later than age 70 ½).

☐ (l) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).

☑ (m) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.

☐ (n) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.

☐ (o) Describe Normal Retirement Age for Firefighters: _____

[***Note:*** *A Participant's Normal Retirement Age must be the same as such Participant's normal retirement age under any other 457(b) plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.*]

SECTION 8
VESTING AND FORFEITURES

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

☐ Yes

☑ No [*If "No" is checked, skip to Section 9.*]

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[***Note**: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.*]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the BPD for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
☐	☐	(a) Full and immediate vesting.
☐	☐	(b) 3-year cliff vesting schedule
☐	☐	(c) 6-year graded vesting schedule
☐	☐	(d) Modified vesting schedule
		____% immediately on Plan participation
		____% after 1 Year of Service
		____% after 2 Years of Service
		____% after 3 Years of Service
		____% after 4 Years of Service
		____% after 5 Years of Service
		100% after 6 Years of Service
☐	☐	(e) Other: _____

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

☐ (a) None, all service with the Employer counts for vesting purposes.

☐ (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the BPD for rules regarding Predecessor Service.)

☐ (c) Service completed before the Employee's ____ birthday is excluded.

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

☐ (a) dies.

☐ (b) has a Severance from Employment due to becoming Disabled.

☐ (c) becomes Disabled.

☐ (d) attains Normal Retirement Age.

☐ (e) Other: _____

☐ (f) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

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ER	Match		
☐	☐	(a)	**Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [*must be less than 1,000*] Hours of Service during a Vesting Computation Period.
☐	☐	(b)	**Vesting Computation Period.** Instead of the Plan Year, the Vesting Computation Period is: ☐ (1) The 12-month period beginning with the anniversary of the Employee's date of hire. ☐ (2) Describe: _____ [***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]
☐	☐	(c)	**Elapsed Time Method.** Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the BPD.)
☐	☐	(d)	**Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked. If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method. ☐ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period. ☐ (7) **Hours worked.** 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. ☐ (8) **Regular time hours.** 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.

8-6 **ALLOCATION OF FORFEITURES.** The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated. [***Note:*** *No elections are required under this AA §8-6, if the Employer decides to use its discretion on how to treat forfeitures.*]

Any forfeitures occurring during a Plan Year will be:

ER	Match		
☐	☐	(a)	N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-6.*]
☐	☐	(b)	Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c)	Used to reduce Employer and/or Matching Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

☐	☐	(d)	for the Plan Year in which the forfeiture occurs.
☐	☐	(e)	for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

☐	☐	(f)	Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the BPD.)
☐	☐	(g)	Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

☐	☐	(h)	Forfeitures are not subject to any allocation conditions.
☐	☐	(i)	Forfeitures are subject to a last day of employment allocation condition.

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ER	Match	
☐	☐	(j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

☐	☐	(k) Describe: _____

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

(a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant's vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default forfeiture rules, complete this AA §8-7(a).

☐ The forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-4(a)) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

☐ A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

8-8 **SPECIAL VESTING RULES.**

ER	Match	
☐	☐	**Describe special vesting provisions**: _____

SECTION 9
DISTRIBUTION PROVISIONS

9-1 **AVAILABLE FORMS OF DISTRIBUTION.**

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

☑ (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

☐ **Minimum partial lump sum amount.** A Participant may not take a partial lump sum distribution of less than $____.

☐ (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☑ (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 9 of the BPD.

☐ (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity.

☑ (e) **Describe:** Repetitive Payments

[***Note:*** *Any additional distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-2 **PERMISSIBLE DISTRIBUTION EVENTS.**

☑ (a) **Distribution events.** A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral	Match	ER	
☐	☐	☐	(1) No in-service distributions are permitted.
☑	☐	☐	(2) The attainment of age 70 1/2 (no earlier than age 59½).

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Deferral	Match	ER	
☑	☐	☐	(3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD. ☐ Participants who receive a distribution on the occurrence of an Unforeseeable Emergency may not make Salary Deferrals to the Plan for a period of 6 months.
☐	☐	☐	(4) A Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.
☐	☐	☐	(5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.
☐	☐	☐	(6) An Emergency Personal Expense Distribution, as described in BPD Section 8.18.
☐	☐	☐	(7) A Domestic Abuse Distribution, as described in BPD Section 8.19.
☐	☐	☐	(8) A Qualified Disaster Recovery Distribution, as described in Section 8.17 of the BPD.
☐	☐	☐	(9) A Qualified Long-Term Care Distribution, as described in Section 8.20 of the BPD. **[*Note: Qualified Long-Term Care Distributions are not available under the Plan until after December 29, 2025*.]**

☐ (b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):

- ☐ (1) No in-service distributions are permitted.
- ☐ (2) The attainment of age _____.
- ☐ (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD.
- ☐ (4) The Participant qualifies for a Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.
- ☐ (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.
- ☐ (6) Describe: _____

☑ (c) **Distribution of Smaller Amounts.**

- ☐ (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the BPD.
- ☑ (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the BPD.
- ☐ (3) Special rules applicable to the distribution of smaller amounts: _____

☐ (d) **Describe any special distribution rules applicable to a Participant's Transfer Account:** _____

9-3 **SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.**

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.

☐ (b) A Participant may take no more than ___ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $___.

☑ (d) A Participant may not take a distribution after Severance from Employment for the following in-service distributions elected under AA §9-2.

- ☑ (1) Unforeseeable Emergency Distributions.
- ☐ (2) Qualified Birth or Adoption Distributions.
- ☐ (3) Emergency Personal Expense Distributions.
- ☐ (4) Domestic Abuse Distributions.
- ☐ (5) Qualified Long-Term Care Distributions.

☐ (e) Describe any special in-service distribution rules: _____

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9-4 **PARTICIPANT AND SPOUSAL CONSENT.**

(a) **Involuntary Cash-Out Distribution.** A Participant who has a Severance from Employment with a vested Account Balance of $5,000 (or $7,000, effective for distributions made after December 31, 2023) or less will receive an Involuntary Cash-Out Distribution in the form of a lump sum distribution, unless elected otherwise under this AA §9-4. If a Participant's vested Account Balance exceeds $5,000 (or $7,000, effective for distributions made after December 31, 2023), the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-4.

☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(a) of the BPD for special rules upon Plan termination.)

☑ (2) **Involuntary Cash-Out Distribution threshold.** Instead of a vested Account Balance Involuntary Cash-Out Distribution threshold of $5,000 (or $7,000, effective for distributions made after December 31, 2023), a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution:

☑ (i) If the Participant's vested Account Balance is less than or equal to $1,000.

☐ (ii) Regardless of the value of the Participant's vested Account Balance (i.e., a Participant who has a Severance from Employment always will receive an Involuntary Cash-Out Distribution and no Participant consent is required).

☐ (3) **Application of Automatic Rollover rules.**

☐ (i) The Automatic Rollover rules described in Section 8.09(f) of the BPD do not apply to any Involuntary Cash-Out Distribution below $1,000, unless elected otherwise under this subsection (i). If this subsection (i) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below $1,000).

☐ (ii) The Automatic Rollover rules only apply to Involuntary Cash-Out Distributions of Participants who have not attained Normal Retirement Age or age 62, if later.

☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

(5) **Treatment of Rollover Contributions.** In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9-4 and the Automatic Rollover provisions under Section 8.09(f) of the BPD, Rollover Contributions will be:

☐ (i) excluded.

☑ (ii) included.

(b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate Beneficiary, unless designated otherwise under this subsection (b).

☐ (1) **Distribution consent.** A Participant's spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds $____.

☐ (2) **Consent to Beneficiary.** A Participant's spouse must consent to naming someone other than the spouse as Beneficiary under the Plan.

☐ (3) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.

☐ (c) **Describe** any special rules relating to Participant or spousal consent: _____

9-5 **TIMING OF DISTRIBUTIONS.** The Plan Administrator will make distributions to a Participant (or Beneficiary) as soon as administratively feasible after the occurrence of an event, such as Severance from Employment, that allows a Participant or Beneficiary to receive a distribution. The Plan may condition the receipt of a distribution on Participant and/or spousal consent, as specified under AA §9-4.

9-6 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Under Section 8.05(c) of the BPD, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

☑ If this subsection (a) is checked, the default beneficiaries under Section 8.05(c) of the BPD are modified as follows:

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☐ (1) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes.**

☐ (2) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's estate.

☐ (3) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes; (2)** if there are no children, then to the Participant's surviving parents; and (3) if there are no surviving parents, to the Participant's estate.

☑ (4) Describe other modifications to the default beneficiaries under Section 8.05(c) of the BPD: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participants death benefit, such amount shall be distributed to the Participants surviving Spouse.If the Participant does not have a surviving Spouse, distribution will be made to the Participants surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants).If the Participant has no surviving children, distribution will be made to the Participants surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participants estate.

[***Note**: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.*]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

☐ If this subsection (b) is checked, in order to be considered the surviving spouse, the Participant and surviving spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving spouse are not married for at least one year as of the date of the Participant's death, the spouse will not be treated as the surviving spouse for purposes of applying the distribution provisions of the Plan.

(c) **Divorce of spouse.** Unless elected otherwise under this subsection (c), if a Participant designates such Participant's spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and spouse are divorced, the designation of the spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.05 of the BPD.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and spouse.

[***Note:** Section 8.05 of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.05 of the BPD.*]

9-7 QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after Severance from Employment, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the BPD.)

☐ If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 REQUIRED MINIMUM DISTRIBUTIONS

(a) **Required Beginning Date.** In applying the required minimum distribution rules under Section 9 of the BPD, the Required Beginning Date is the later of attainment of age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020) or Severance from Employment. To override this default provision, check this subsection (a).

☐ The Required Beginning Date is the date the Employee attains age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020), even if the Employee is still employed with the Employer.

(b) **Temporary Waiver for 2020 - Default if Participant failed to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a

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Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in Section 9.05(a) of the BPD). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance. (The temporary waiver for 2020 does not apply to Plans that are established after 2020 and no elections are required for such Plans.)

☐ (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.

☐ (2) **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.

☐ (3) **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.

(4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).

Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:

☐ (i) 2020 RMDs

☐ (ii) 2020 RMDs and 2020 Extended RMDs

☐ (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)

☐ (iv) Describe: _____

☐ (5) **Describe other modifications of the default participant election rules:** _____

☐ (6) **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____

☐ (7) **Describe any special rules, including any special effective dates, the Plan applied to RMDs for 2020:** _____

(c) **Required minimum distribution elections or rules.** Unless the Employer elects otherwise under this AA §9-8(c), RMDs under the Plan when the Participant dies prior to the Required Beginning Date shall be made as follows: (1) if the Participant does not have a Designated Beneficiary, distributions must satisfy the 5-year rule under Code §401(a)(9)(B)(ii); (2) if the participant has a Designated Beneficiary that is not an Eligible Designated Beneficiary, distributions must satisfy the 10-year rule; or (3) if the Participant has an Eligible Designated Beneficiary, distributions must satisfy the life expectancy rule. To override this default provision, complete (1) and/or (2) below.

☑ (1) **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default, the Plan will apply the following rule:

☐ (i) The life expectancy rule applies to all Eligible Designated Beneficiaries.

☐ (ii) The 10-year rule applies to all Eligible Designated Beneficiaries.

☐ (iii) The entire interest of an Eligible Designated Beneficiary will be distributed by the end of the ____ calendar year [may not be greater than 9th] following the year the Participant dies.

☑ (iv) The Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before such Participant's Required Beginning Date. If no election is timely made:

☑ (A) the life expectancy rule applies to all Eligible Designated Beneficiaries.

☐ (B) the 10-year rule applies to all Eligible Designated Beneficiaries.

☐ (C) the 10-year rule, reduced to _____ years, applies to all Eligible Designated Beneficiaries.

☐ (v) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____

☐ (2) **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____

[***Note:*** *Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).*]

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9-9 **SPECIAL DISTRIBUTION RULES.**

☐ **Describe any additional distribution options or rules:** _____

SECTION 10
MISCELLANEOUS PROVISIONS

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☑	☐	☐	(a) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(b) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(c) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(d) **Describe:** _____ [***Note:*** *The Employer may elect operationally to perform interim valuations.*]

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

10-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the BPD do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the BPD, check the box below.

☑ (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the BPD. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

☐ (b) **Describe special rules applicable to military service:** _____

10-4 **AUTOMATIC PORTABILITY TRANSACTIONS.** If elected below or as set forth in separate administrative procedures, the Employer may elect to accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.

☐ (a) **Plan will accept automatic portability transactions.** Check this box if the Plan will accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.

☐ (b) **Describe special rules applicable automatic portability transactions:** _____

10-5 **GOVERNING LAW.** Unless designated otherwise below, the provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Employer has its principal place of business.

☐ The provisions of the Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state of _____.

10-6 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: _____

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APPENDIX A
SPECIAL EFFECTIVE DATES

☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

_____

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

_____

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

_____

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

_____

☐ A-5 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

_____

☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

_____

☐ A-7 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

_____

☐ A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

_____

☐ A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

_____

☐ A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

_____

☐ A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

_____

☐ A-12 **Other special effective dates:**

_____

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APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the BPD.)

☐ (a) Yes
☑ (b) No

B-2 **LOAN PROCEDURES.**

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B.

☐ (b) Loans will be provided under a separate written loan policy.

[***Note:*** *If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

☐ A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to $10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

☐ A Participant may take a loan equal to the greater of $10,000 or 50% of the Participant's vested Account Balance.

[***Note:*** *If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

☐ (a) A Participant may have ____ loans outstanding at any time.

☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than $1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

☐ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is $_____.

☐ (c) The maximum loan amount is $_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

☐ (a) The prime interest rate

☐ plus ____ percentage point(s).

☐ (b) Describe: _____

[***Note:*** *Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this AA §B-8.

☐ A Participant may only receive a Participant loan under the following circumstances: _____

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B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.

☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).

☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **SEVERANCE FROM EMPLOYMENT.** Section 13.10 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.

☐ A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

☐ A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

☐ (a) A Participant may **not** renegotiate the terms of a loan.

☐ (b) The following special provisions apply with respect to renegotiated loans: _____

B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.

☐ Participant loans will not be available from the following contribution sources: _____

B-16 **SPOUSAL CONSENT**. Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.

☐ Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: _____

[***Note:*** *Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

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APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to direct investments?

☐ (a) No

☑ (b) Yes

Specify Accounts:

☑ (1) All Accounts

☐ (2) Pre-Tax Salary Deferral Account

☐ (3) Roth Deferral Account

☐ (4) Matching Contribution Account

☐ (5) Employer Contribution Account

☐ (6) Rollover Contributions Account

☐ (7) Transfer Account

☐ (8) Other: _____

☐ (c) Describe any special rules that apply for purposes of direction of investments: _____

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**?

☐ (a) No

☑ (b) Yes

☑ (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

☑ (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.

☐ (3) Describe any special rules for accepting Rollover Contributions: _____

[***Note:*** *The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.*]

C-3 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.06 of the BPD apply?

☑ (a) No

☐ (b) Yes

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EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

☐ (a) The adoption of a **new plan**, effective _____ [*Date can be no earlier than the first day of the Plan Year in which the Plan is adopted*].

☑ (b) The **restatement** of an existing plan, effective January 31, 2025 [*Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted*].

(1) Name of Plan(s) being restated: City of Shakopee 457(b) Deferred Compensation Plan

(2) The original effective date of the plan(s) being restated: February 1, 1982

☐ (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Dates(s) of amendment: _ [*Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted*]

(2) Name of plan being amended: _____

(3) The original effective date of the plan(s) being amended: _____

(4) Identify the section(s) of the Adoption Agreement being amended: _____

City of Shakopee, MN
(Name of Employer)

_____
(Name of authorized representative) *(Title)*

_____
(Signature) *(Date)*

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, State and local law requirements.

The IRS does not maintain a pre-approved plan program or a determination letter program for Code §457(b) plans. Employers who want the Internal Revenue Service to review their Code §457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2023-1 (or annual successor Revenue Procedure) for details.

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TRUST DECLARATION

Effective date of Trust Declaration: January 31, 2025

The Trustee's Investment Powers are:

☐ (a) **Discretionary.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets.

☐ (b) **Nondiscretionary.** A Trustee is a Directed Trustee with respect to the investment of Plan assets to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer.

☑ (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts. (See Section 12.12 of the BPD.)

☐ (d) **Determined under a separate trust agreement.**

Name of Trustee: _____

Title of Trust Agreement: _____

Address: _____

_____

Description of any special Trustee powers: _____

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GOVERNMENTAL 457(b) PLAN
BASIC PLAN DOCUMENT

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SECTION 1
PLAN DEFINITIONS

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1.01 **Account.** The separate Account that the Plan Administrator maintains for each Participant under the Plan. A Participant may have any (or all) of the following separate Accounts under the Plan:

- Pre-tax Deferral Account
- Roth Deferral Account
- Employer Contribution Account
- Matching Contribution Account
- Rollover Contribution Account
- Roth Rollover Contribution Account
- In-plan Roth Conversion Account
- Transfer Account

The Plan Administrator will maintain separate Accounts for the vested and non-vested portions of any Account.

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

1.02 **Account Balance.** Account Balance shall mean a Participant's (or Beneficiary's) balances in all of the Accounts that the Plan Administrator maintains for the Participant (or Beneficiary) under the Plan.

1.03 **Adoption Agreement ("Agreement" or "AA").** The Adoption Agreement contains the elective provisions that an Employer may complete to supplement or modify the provisions under the Plan. Each adopting Employer must complete and execute the Adoption Agreement. Employers adopting the Plan (other than the Employer that executes the Signature Page of the Adoption Agreement) must execute a Participating Employer Adoption Page under the Adoption Agreement ("Participating Employer Adoption Page"). An Employer may adopt more than one Adoption Agreement associated with this Plan document. Each executed Agreement is treated as a separate Plan.

1.04 **Age 50 Catch-Up Contributions.** Salary Deferrals made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. See Section 3.03(d).

1.05 **Age 50 Catch-Up Contribution Limit.** The annual limit applicable to Age 50 Catch-Up Contributions as set forth in Section 3.03(d)(1).

1.06 **Alternate Payee.** A person designated to receive all or a portion of the Participant's benefit pursuant to a QDRO. See Section 11.06.

1.07 **Anniversary Years.** An alternative period for measuring Eligibility Computation Periods (under Section 2.03(a)(2)) and Vesting Computation Periods (under Section 7.04). An Anniversary Year is any 12-month period which commences with the Employee's Employment Commencement Date or which commences with the anniversary of the Employee's Employment Commencement Date.

1.08 **Annuity Starting Date**. The date a Participant commences distribution from the Plan. If a Participant commences distribution with respect to a portion of such Participant's Account Balance, a separate Annuity Starting Date applies to any subsequent distribution. If distribution is made in the form of an annuity, the Annuity Starting Date may be treated as the first day of the first period for which annuity payments are made.

1.09 **Beneficiary.** A person designated by the Participant (or by the terms of the Plan) to receive a benefit under the Plan upon the death of the Participant.

1.10 **Code.** The Internal Revenue Code of 1986, as amended.

1.11 **Collectively Bargained Employee.** An Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining. Such Employees may be excluded from the Plan if designated under AA §3-1(b). See Section 2.02(b)(1) for additional requirements related to the exclusion of Collectively Bargained Employees.

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1.12 **Computation Period.** The 12-consecutive month period used for measuring whether an Employee completes a Year of Service for eligibility or vesting purposes.

(a) **Eligibility Computation Period.** The 12-consecutive month period used for measuring Years of Service for eligibility purposes. See Section 2.03(a)(2).

(b) **Vesting Computation Period.** The 12-consecutive month period used for measuring Years of Service for vesting purposes. See Section 7.04.

1.13 **Custodian.** The company(ies) that hold custodial accounts held under the Plan.

1.14 **Designated Beneficiary.** A Beneficiary who is designated by the Participant (or by the terms of the Plan) for purposes of the required minimum distribution rules under Code §401(a)(9).

1.15 **Differential Pay.** Certain payments made by the Employer to an individual while the individual is performing service in the Uniformed Services.

1.16 **Direct Rollover.** A rollover, at the Participant's direction, of all or a portion of the Participant's vested Account Balance directly to an Eligible Retirement Plan.

1.17 **Disabled.** An individual is considered Disabled for purposes of applying the provisions of this Plan if the individual meets the definition of Disabled elected by the Employer under AA §2-7 or as defined in separate administrative procedures. If the Plan references a third-party determination of a Participant being Disabled, the Plan Administrator may rely on such determination. A Disabled Participant may make Salary Deferrals to the extent such Participant has eligible Plan Compensation to defer and has not had a Severance from Employment.

1.18 **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. See Section 9.

1.19 **Effective Date.** The date this Plan, including any restatement or amendment of this Plan, is effective. (See the Employer Signature Page of the Adoption Agreement ("Employer Signature Page").

1.20 **Elapsed Time.** A special method for crediting service for eligibility or vesting. See Section 2.03(a)(5) for more information on the Elapsed Time method of crediting service for eligibility purposes and Section 7.03(b) for more information on the Elapsed Time method of crediting service for vesting purposes. Also see Section 3.06 for information on the Elapsed Time method for allocation conditions.

1.21 **Eligible Employee.** An Employee who is not excluded from participation under Section 2.02 of the Plan or AA §3-1.

1.22 **Eligible Rollover Distribution.** An amount distributed from the Plan that is eligible for rollover to an Eligible Retirement Plan, as defined under Section 8.09(a) of the Plan.

1.23 **Eligible Retirement Plan.** A plan described under Section 8.09(b) of the Plan.

1.24 **Employee.** An Employee is any individual employed by the Employer (including any Related Employer). An Independent Contractor is not an Employee. An Employee is not eligible to participate under the Plan if the individual is not an Eligible Employee under Section 2.02. The term Employee does not include a leased employee.

1.25 **Employer.** Except as otherwise provided, Employer means the Employer that adopts this Plan and any Related Employer. (See **Section 16** of the Plan for rules that apply to Employers that execute a Participating Employer Adoption Page.) The Employer must be a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as provided under Code §457(e)(1)(A).

1.26 **Employer Contributions.** Contributions the Employer makes pursuant to AA §6. See Section 3.02.

1.27 **Employment Commencement Date.** The date the Employee first performs an Hour of Service for the Employer.

1.28 **Entry Date.** The date on which an Employee becomes a Participant upon satisfying the Plan's minimum age and service conditions. See Section 2.03(b).

1.29 **Equivalency Method.** An alternative method for crediting Hours of Service for purposes of eligibility and vesting. See Section 2.03(a)(4) for eligibility provisions and Section 7.03(a)(2) for vesting provisions.

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1.30 **Excess Amount.** Amounts which exceed the Code §457(b) Maximum Contribution Limit.

1.31 **FICA Replacement Plan.** This Plan may qualify as a FICA Replacement Plan under Code §3121(b)(7)(F) if the requirements under Section 3.08 are satisfied.

1.32 **Governmental Plan.** A Governmental Plan is a Plan established and maintained for its Employees by a State, and any agency or instrumentality of a State or political subdivision of a State as described in Code §457(e)(1)(A).

1.33 **Hour of Service.** Each Employee of the Employer will receive credit for each Hour of Service such Employee works for purposes of applying the eligibility, vesting and allocation rules under the Plan. An Employee will not receive credit for the same Hour of Service under more than one category listed below.

(a) **Performance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

(b) **Nonperformance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 hours of service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single Computation Period). Hours under this paragraph will be calculated and credited pursuant to §2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference.

(c) **Back pay award.** Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subsection (a) or subsection (b), as the case may be, and under this subsection (c). These hours will be credited to the Employee for the Computation Period(s) to which the award or agreement pertains rather than the Computation Period in which the award, agreement or payment is made.

(d) **Related Employers.** Hours of Service will be credited for employment with any Related Employer.

1.34 **Includible Compensation.** As used under this Plan, the term Includible Compensation has the same meaning as Total Compensation, as defined in **Section 1.61** of the Plan.

1.35 **Independent Contractor.** An individual that provides goods or services to the Employer under terms specified in a contract or within some other type of agreement. Generally, an individual is an Independent Contractor if the Employer has the right to control or direct only the result of the individual's work and not what will be done and how it will be done. An Independent Contractor is not an Employee unless designated otherwise under AA §3-2.

1.36 **Matching Contributions.** Matching Contributions are contributions made by the Employer on behalf of a Participant on account of Salary Deferrals made by such Participant, as designated under AA §6B.

1.37 **Maximum Contribution Limit.** The limit on contributions made to the Plan as described under **Section 5** of the Plan.

1.38 **Normal Retirement Age.** The age selected under AA §7-1.

1.39 **Part-Time Employee.** Unless defined otherwise under AA §3-1(l), a Part-Time Employee is an Employee who is normally scheduled to work 20 or fewer hours per week. Notwithstanding the foregoing, if the Employer is a post-secondary educational institution, an Employee who is a teacher shall not be considered a Part-Time Employee if such Employee normally has classroom hours of one-half or more of the number of classroom hours designated by the Employer as constituting full-time employment, provided that such designation is reasonable under all of the facts and circumstances.

1.40 **Participant.** Except as provided under AA §3-1, a Participant is an Employee (or former Employee) who has satisfied the conditions for participating under the Plan, as described in Section 2.03 and AA §4-1. A Participant also includes any Employee (or former Employee) who has an Account Balance under the Plan, including an Account Balance derived from a rollover or transfer from another plan or IRA. A Participant is entitled to share in an allocation of contributions or forfeitures under the Plan for a given year only if the Participant is an Eligible Employee as defined in Section 2.02, and satisfies the allocation conditions set forth in Section 3.06.

An Employee is treated as a Participant with respect to Salary Deferrals once the Employee has satisfied the eligibility conditions under AA §4-1 for making such contributions, even if the Employee chooses not to actually make such contributions

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to the Plan. An Employee is treated as a Participant with respect to Matching Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for receiving such contributions, even if the Employee does not receive a Matching Contribution because of the Employee's failure to make contributions eligible for the Matching Contribution.

1.41 **Participating Employer.** An Employer that adopts this Plan by executing the Participating Employer Adoption Page. See **Section 16** for the rules applicable to Participating Employers.

1.42 **Period of Severance.** A continuous period of time during which the Employee is not employed by the Employer, and which is used to determine an Employee's Participation under the Elapsed Time method. See Section 2.03(a)(5) for rules regarding eligibility and Section 7.03(b) for rules regarding vesting.

1.43 **Plan.** The Plan is the deferred compensation plan, established or continued by the Employer for the benefit of its Employees under this Plan document, which is to be interpreted and operated in compliance with the requirements of Code §457(b) and applicable regulations. The Employer must be an eligible employer under Code §457(e)(1)(A) to establish the Plan and the Plan must satisfy the requirements of Treas. Reg. 1.457(b). The Plan consists of the Basic Plan Document (BPD) and the elections made under the Adoption Agreement. The Basic Plan Document is the portion of the Plan that contains the non-elective provisions. The Employer may supplement or modify the Basic Plan Document through its elections in the Adoption Agreement or by separate governing documents. If the Employer adopts more than one Adoption Agreement under this Plan, then each executed Adoption Agreement represents a separate Plan.

1.44 **Plan Administrator.** The Plan Administrator is the person designated to be responsible for the administration and operation of the Plan. Unless otherwise designated by the Employer, the Plan Administrator is the Employer. If another Employer has executed a Participating Employer Adoption Page, the Employer referred to in this Section is the Employer that executes the Employer Signature Page.

1.45 **Plan Compensation.** Plan Compensation is Total Compensation, as modified under AA §5-3, which is actually paid to an Employee during the determination period (as defined in subsection (a) below). In determining Plan Compensation, the Employer may elect under AA §5-3 to exclude all Salary Deferrals, pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code§132(f)(4). In addition, the Employer may elect under AA §5-3 to exclude other designated elements of compensation.

Plan Compensation generally includes amounts an Employee earns with a Participating Employer and amounts earned with a Related Employer (even if the Related Employer has not executed a Participating Employer Adoption Page). However, the Employer may elect under AA §5-3(j) to exclude all amounts earned with a Related Employer that has not executed a Participating Employer Adoption Page.

(a) **Determination period.** Unless designated otherwise under AA §5-4(a), Plan Compensation is determined based on the Plan Year. Alternatively, the Employer may elect under AA §5-4 to determine Plan Compensation on the basis of the calendar year ending in the Plan Year or any other 12-month period ending in the Plan Year. If the determination period is the calendar year or other 12-month period ending in the Plan Year, for any Employee whose date of hire is less than 12 months before the end of the designated 12-month period, Plan Compensation will be determined over the Plan Year.

(b) **Partial period of participation.** If an Employee is a Participant for only part of a Plan Year, Plan Compensation may be determined over the entire Plan Year or over the period during which such Employee is a Participant. In determining whether an Employee is a Participant for purposes of applying this subsection (b), the Employee's status will be determined solely with respect to the contribution type for which the definition of Plan Compensation is being determined. Plan Compensation does not include any amounts paid for any period while an individual is not an Eligible Employee (as defined in Section 2.02).

1.46 **Plan Year.** The 12-consecutive month period designated under AA §2-4 on which the records of the Plan are maintained.

1.47 **Pre-Tax Deferrals.** Pre-Tax Deferrals are a Participant's Salary Deferrals that are not includible in the Participant's gross income at the time deferred.

1.48 **Predecessor Employer.** An employer that previously employed the Employees of the Employer.

1.49 **Qualified Domestic Relations Order (QDRO).** A domestic relations order that provides for the payment of all or a portion of the Participant's benefits to an Alternate Payee and satisfies the requirements under Code §414(p). See Section 11.06.

1.50 **Reemployment Commencement Date.** The first date upon which an Employee is credited with an Hour of Service following a break in employment service (or Period of Severance, if the Plan is using the Elapsed Time method of crediting service).

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1.51 **Related Employer.** A Related Employer means a controlled group of employers under common control. This determination is made consistent with the principles set forth under Treas. Reg.§1.414(c)-5 and any other guidance issued by the IRS relating to control groups of tax-exempt or governmental employers. For purposes of applying the provisions under this Plan, the Employer and any Related Employers are treated as a single Employer, unless specifically stated otherwise. See **Section 16.05** for operational rules that apply when the Employer is a member of a Related Employer group. Also see **Section 2.02(c)** or **Section 16** for rules regarding participation of Employees of Related Employers.

1.52 **Required Beginning Date.** The date by which minimum distributions must commence under the Plan. See **Section 9.03(f)**.

1.53 **Rollover Contribution.** A contribution made by an Employee to the Plan attributable to an Eligible Rollover Distribution, as defined under **Section 8.09(a)** of the Plan. See Section 3.05 for rules regarding the acceptance of Rollover Contributions under this Plan.

1.54 **Roth Deferrals.** Roth Deferrals are Salary Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Deferrals in the Participant's Salary Reduction Agreement. A Participant's Roth Deferrals will be maintained in a separate Account containing only the Participant's Roth Deferrals and gains and losses attributable to those Roth Deferrals.

1.55 **Salary Deferrals.** Amounts contributed to the Plan at the election of the Participant, in lieu of cash compensation, which are made pursuant to a Salary Reduction Agreement or other deferral mechanism, and which are not includible in the gross income of the Employee pursuant to Code §457. Salary Deferrals may include Roth Deferrals and Pre-Tax Deferrals.

1.56 **Salary Reduction Agreement.** A written agreement between a Participant and the Employer, whereby the Participant elects to have a specific percentage or dollar amount withheld from such Participant's Plan Compensation and the Employer agrees to contribute such amount into the 457(b) Plan. See Section 3.03(a).

1.57 **Seasonal Employee.** An Employee who normally works on a full-time basis less than five months during any year.

1.58 **Severance from Employment.** The Employee ceases to be employed by the Employer maintaining the Plan due to death, retirement or other severance from employment as provided under Treas. Reg. §1.457-6(b)(1). An Independent Contractor is considered to have a Severance from Employment upon the expiration of the contract under which the services are performed as provided under Treas. Reg. §1.457-6(b)(2). An Independent Contractor will be deemed to have a Severance from Employment if: (1) no amount will be paid from the Plan before a date that is at least 12 months after the contract expires, and (2) no amount payable to the Participant on the date described in (1) is paid if, before such date, the Participant performs services for the employer as an Independent Contractor or as an Employee.

1.59 **Special 457 Catch-Up Contributions.** A special catch-up contribution allowed for certain Employees as permitted under Code §457(b)(3) and described under **Section 5.04**.

1.60 **Temporary Employee.** Any Employee performing services under a contractual arrangement with the Employer of two years or less duration. Possible contract extensions may be considered in determining the duration of a contractual arrangement, but only if, under the facts and circumstances, there is a significant likelihood that the Employee's contract will be extended. Future contract extensions are considered significantly likely to occur for purposes of this rule if:

(a) on average 80 percent of similarly situated Employees have had bona fide offers to renew their contracts in the immediately preceding two academic or calendar years; or

(b) the Employee with respect to whom the determination is being made has a history of contract extensions with respect to such Employee's current position.

An Employee is not considered a Temporary Employee solely because such Employee is included in a unit of Employees covered by a collective bargaining agreement of two years or less duration.

1.61 **Total Compensation.** A Participant's compensation for services with the Employer. The term Total Compensation as used in this Plan has the same meaning as "includible compensation" as defined under Treas. Reg. §1.457-2(g). As used under this Plan, the terms Total Compensation and Includible Compensation have the same meaning. Total Compensation may be defined in AA §5-1 to be either W-2 Wages, Wages under Code §3401(a), or Code §415 Compensation. Each definition of Total Compensation includes Salary Deferrals, elective contributions to a cafeteria plan under Code §125 or to an eligible deferred compensation plan under Code §401(k) or Code §403(b), and elective contributions that are not includible in the Employee's gross income as a qualified transportation fringe under Code §132(f)(4). In the case of a Participant who for a taxable year excludes from gross income under Code §131 a qualified foster care payment which is a difficulty of care payment, the

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Participant's Total Compensation shall be increased by the amount of the excludable difficulty of care payments made by the Employer.

For an Independent Contractor, Total Compensation means the income reportable by the Employer for services performed for the Employer by the Independent Contractor.

Unless described otherwise under AA §5-3(k), a reference to elective contributions under a Code §125 cafeteria plan includes any amounts that are not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that such Participant has other health coverage. Such "deemed §125 compensation" will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(a) **Definition of Total Compensation.** The Employer may elect under AA §5-1 to define Total Compensation as any of the following definitions:

(1) **W-2 Wages.** Wages within the meaning of Code §3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §6041(d), 6051(a)(3), and 6052, determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(2) **Wages under Code §3401(a).** Wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(3) **Code §415 Compensation.** Wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer (without regard to whether or not such amounts are paid in cash) to the extent that the amounts are includible in gross income. Such amounts include, but are not limited to, commissions, compensation for services on the basis of a percentage of profits, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treas. Reg. §1.62-2(c)), and excluding the following:

(i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions (other than Salary Deferrals) under a Simplified Employee Pension Plan (as described in Code §408(k)), or any distributions from a plan of deferred compensation.

(ii) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option.

(iv) Other amounts which received special tax benefits, or contributions made by the Employer (other than elective deferrals) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Post-Severance Compensation.** Total Compensation includes compensation that is paid after an Employee severs employment with the Employer, provided the compensation is paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or the end of the calendar year that includes such date of severance from employment. For this purpose, compensation paid after severance of employment may only be included in Total Compensation to the extent such amounts would have been included as compensation if they were paid prior to the Employee's severance from employment.

For purposes of applying this subsection (b), unless designated otherwise under AA §5-2(a), the following amounts that are paid after a Participant's Severance from Employment are included in Total Compensation:

(1) **Regular pay.** Compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;

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(2) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued; and

(3) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

Other post-severance payments (such as severance pay, parachute payments within the meaning of Code §280G(b)(2), or post-severance payments under a nonqualified unfunded deferred compensation plan that would not had been paid if the Employee had continued in employment) are not included as Total Compensation, even if such amounts are paid within the time period described in this subsection (b).

In determining the amount of a Participant's Employer Contributions, Matching Contributions or Salary Deferrals, Plan Compensation may not include any amounts that do not satisfy the requirements of this subsection (b) or subsection (c). If Total Compensation is defined to include post-severance compensation, the Employer may elect to exclude all such compensation paid after severance from employment from the definition of Plan Compensation under AA §5-3(l) or may elect to exclude any of the specific types of post-severance compensation defined in subsections (1), (2) and/or (3) above, by designating such compensation types under AA §5-3(n).

(c) **Continuation payments for disabled Participants.** Unless designated otherwise under AA §5-2(b), Total Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). For this purpose, compensation is the compensation the Participant would have received for the year if the Participant was paid at the rate of compensation paid immediately before becoming permanently and totally disabled (if such compensation is greater than the Participant's compensation determined without regard to this subsection (c)), provided contributions made with respect to amounts treated as compensation under this subsection (c) are nonforfeitable when made.

If elected under AA §5-2(b), such amounts will be included as Total Compensation, notwithstanding the rules under subsection (b).

(d) **Deemed §125 compensation.** A reference to elective contributions under a Code §125 cafeteria plan includes any amounts that are not available to a participant in cash in lieu of group health coverage because the Participant is unable to certify that such Participant has other health coverage. Such deemed §125 compensation will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. If the Employer elects under AA §5-3(k) to exclude deemed §125 compensation from the definition of Plan Compensation, such exclusion also will apply for purposes of determining Total Compensation under this **Section 1.61**.

(e) **Differential Pay.** In the case of an individual who receives Differential Pay from the Employer:

(1) such individual will be treated as an Employee of the Employer making the payment, and

(2) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit based on Differential Pay. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation under AA §5-3(m).

For purposes of this subsection (d), Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this subsection (d), Uniformed Services are services as described in Code §3401(h)(2)(A).

1.62 **Valuation Date.** The date or dates upon which Plan assets are valued. Plan assets will be valued as of the last day of each Plan Year. In addition, the Employer may elect under AA §10-1 to establish additional Valuation Dates. Notwithstanding any election under AA §10-1, the Trustee and the Employer and/or the Plan Administrator may agree to more frequent valuation dates.

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1.63 **Year of Service.** A Year of Service is a 12-consecutive month period ("Computation Period") during which an Employee completes 1,000 Hours of Service. For purposes of applying the eligibility rules under Section 2.03 of the Plan, an Employee will earn a Year of Service if such Employee completes 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in Section 2.03(a)(2)). For purposes of applying the vesting rules under Section 7.03, an Employee will earn a Year of Service if such Employee completes 1,000 Hours of Service with the Employer during a Vesting Computation Period (as defined in Section 7.04). The Employer may elect under AA §4-3(a) (for eligibility purposes) and AA §8-5(a) (for vesting purposes) to require the completion of any other number of Hours of Service to earn a Year of Service. Alternatively, the Employer may elect to apply the Elapsed Time method (for eligibility and/or vesting purposes) in calculating an Employee's Years of Service under the Plan.

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SECTION 2
ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility.** In order to participate in the Plan, an Employee must be an Eligible Employee (as defined in Section 2.02) and must satisfy the Plan's minimum age and service conditions (as defined in Section 2.03). Once an Employee satisfies the Plan's minimum age and service conditions, such Employee shall become a Participant on the appropriate Entry Date (as selected in AA §4-2). An Employee who meets the minimum age and service requirements set forth herein, but who is not an Eligible Employee, will be eligible to participate in the Plan only upon becoming an Eligible Employee.

(a) **Salary Deferrals.** An Employee who is not excluded from participation under Section 2.02(b) will become an Eligible Participant under the Plan for purposes of making Salary Deferrals as of the Entry Date elected in the Agreement following the satisfaction of the age and service conditions specified in AA §4-1. The Employer will contribute a Participant's Salary Deferrals to the Plan on behalf of the Participant. To be eligible to make Salary Deferrals, an Eligible Participant must complete a Salary Reduction Agreement. A Salary Reduction Agreement election is not effective unless the Participant enters into the Agreement before the Plan Compensation to which it applies is paid or made available.

(b) **Employer Contributions and Matching Contributions.** An Employee who is not excluded from participation under Section 2.02(b) will become an Eligible Participant under the Plan for purposes of receiving Employer Contributions and Employer Matching Contributions (as applicable) as of the Entry Date elected in the Agreement following the satisfaction of the age and service conditions specified in AA §4-1.

2.02 **Eligible Employees**. Unless specifically excluded under AA §3-1 or this Section 2.02, all Employees of the Employer are Eligible Employees. AA §3-1 lists various classes of Employees that may be excluded from Plan participation. If an Employee is not an Eligible Employee (e.g., such Employee is a member of a class of Employees excluded under AA §3-1), that individual may not participate under the Plan, unless such Employee subsequently becomes an Eligible Employee.

(a) **Only Employees or Independent Contractors may participate in the Plan.** To participate in the Plan, an individual must be an Employee or, if elected under the Adoption Agreement, an Independent Contractor. If an Employer elects to cover Independent Contractors, such Independent Contractors will be treated as an Employee under the Plan. The Employer may describe special rules applicable to Independent Contractors under AA §3-2(b). If an individual who is classified as a non-Employee is later determined by the Employer, or by a court or other government agency, to be an Employee of the Employer, the reclassification of such individual as an Employee will not create retroactive rights to participate in the Plan. A leased employee is not eligible to participate in the Plan.

(b) **Excluded Employees.** The Employer may elect under AA §3-1 to exclude designated classes of Employees. The Employer may elect to exclude different classes of Employees for different contribution sources under the Plan.

(1) **Collectively Bargained Employees.** The Employer may elect under AA §3-1(b) to exclude Collectively Bargained Employees, unless the Collective Bargaining Agreement provides otherwise. For this purpose, a Collectively Bargained Employee is an Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining.

(2) **Nonresident aliens.** The Employer may elect under AA §3-1(c) to exclude Employees who are nonresident aliens. For this purpose, a nonresident alien is neither a citizen of the United States nor a resident of the United States for U.S. tax purposes (as defined in Code §7701(b)), and who does not have any earned income (as defined in Code §911) for the Employer that constitutes U.S. source income (within the meaning of Code §861). If a nonresident alien Employee has U.S. source income, such Employee is treated as satisfying this definition if all of such Employee's U.S. source income from the Employer is exempt from U.S. income tax under an applicable income tax treaty.

(3) **Employees who normally work fewer than a certain number of hours per week.** The Employer may elect under AA §3-1(d) to exclude Employees who normally work fewer than a certain number of hours per week.

(c) **Employees of Related Employers.** If the Employer is a member of a Related Employer group, Employees of each member of the Related Employer group may participate under this Plan, provided the Related Employer executes a Participating Employer Adoption Page. If a Related Employer does not execute a Participating Employer Adoption Page, any Employees of such Related Employer are not eligible to participate in the Plan. See **Section 16** for rules regarding participation of Employees of Related Employers.

(d) **Ineligible Employee becomes Eligible Employee.** If an Employee changes status from an ineligible Employee to an

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Eligible Employee, such Employee will become a Participant immediately on the date such Employee changes status to an Eligible Employee, provided the Employee has satisfied the Plan's minimum age and service conditions (with respect to Employer Contributions) and has passed the Entry Date (as defined in AA §4-2) that would otherwise have applied had the Employee been an Eligible Employee. If the Employee's original Entry Date (determined as if the Employee was always an Eligible Employee) has not passed as of the date the Employee becomes an Eligible Employee, the Employee will not become a Participant until such Entry Date. If an ineligible Employee has not satisfied the Plan's minimum age and service conditions applicable to Employer Contributions at the time such Employee becomes an Eligible Employee, such Employee will become a Participant on the appropriate Entry Date following satisfaction of the Plan's minimum age and service requirements. The requirements for the timing of participation under this subsection (d) are deemed satisfied with respect to Salary Deferrals if the Employee is permitted to commence making Salary Deferrals under the Plan as soon as administratively feasible after the Employee is eligible to participate in the Plan. The Employer may modify these rules under AA §4-3(e) of the Plan or in separate written procedures.

(e) **Eligible Employee becomes ineligible Employee.** If an Employee ceases to qualify as an Eligible Employee (i.e., the Employee changes status from an eligible class to an ineligible class of Employees), such Employee will immediately cease to participate in the Plan. If such Employee should subsequently become an Eligible Employee, such Employee will be able to participate in the Plan in accordance with subsection (d) above.

2.03 **Minimum Age and Service Conditions.** AA §4-1 contains specific elections as to the minimum age and service conditions which an Employee must satisfy prior to becoming eligible to participate under the Plan.

(a) **Application of age and service conditions.** The Employer may elect under AA §4-1 to impose minimum age and service conditions that an Employee must satisfy in order to participate under the Plan.

(1) **Year of Service.** In applying the minimum service requirements under AA §4-1, an Employee will earn a Year of Service if the Employee completes at least 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in subsection (2) below). The Employer may modify the definition of Year of Service under AA §4-3(a) to require some other number of Hours of Service to earn a Year of Service. An Employee will receive credit for a Year of Service, as of the end of the Eligibility Computation Period during which the Employee completes the required Hours of Service needed to earn a Year of Service. An Employee need not be employed for the entire Eligibility Computation Period to receive credit for a Year of Service, provided the Employee completes the required Hours of Service during such period.

(2) **Eligibility Computation Periods.** In determining whether an Employee has earned a Year of Service for eligibility purposes, an Employee's initial Eligibility Computation Period is the 12-month period beginning on the Employee's Employment Commencement Date. Subsequent Eligibility Computation Periods will either be based on Plan Years or Anniversary Years (as set forth in AA §4-3).

(i) **Plan Years.** If the Employer elects under AA §4-3 to base subsequent Eligibility Computation Periods on Plan Years, the Plan will begin measuring Years of Service on the basis of Plan Years beginning with the first Plan Year commencing after the Employee's Employment Commencement Date. Thus, for the first Plan Year following the Employee's Employment Commencement Date, the initial Eligibility Computation Period and the first Plan Year Eligibility Computation Period may overlap.

(ii) **Anniversary Years.** If the Employer elects under AA §4-3 to base subsequent Eligibility Computation Periods on Anniversary Years, the Plan will measure Years of Service after the initial Eligibility Computation Period on the basis of 12-month periods commencing with the anniversaries of the Employee's Employment Commencement Date.

(3) **Hours of Service.** In calculating an Employee's Hours of Service for purposes of applying the eligibility rules under this Section 2.03, the Employer will count the actual Hours of Service an Employee works during the year. The Employer may elect under AA §4-3(c) or (d) to use the Equivalency Method or Elapsed Time method (instead of counting the actual Hours of Service an Employee works). (See subsections (4) and (5) below for a description of the Equivalency Method and Elapsed Time method of crediting service.)

(4) **Equivalency Method.** Instead of counting actual Hours of Service in applying the minimum service conditions under this Section 2.03, the Employer may elect under AA §4-3(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period or hours worked with the Employer.

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(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(v) **Hours worked.** Under the hours worked Equivalency method, 870 hours worked is treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.

(vi) **Regular time hours.** Under the regular time hours Equivalency Method, 750 regular time hours is treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.

(5) **Elapsed Time method.** Instead of counting actual Hours of Service in applying the minimum service requirements under this Section 2.03, the Employer may elect under AA §4-3(c) to apply the Elapsed Time method for calculating an Employee's service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or Reemployment Commencement Date, if applicable) and ending on the date the Employee begins a Period of Severance which lasts at least 12 consecutive months. In calculating an Employee's aggregate period of service, an Employee receives credit for any Period of Severance that lasts less than 12 consecutive months. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days or months, as the Plan Administrator determines operationally on a consistent basis.

(i) **Period of Severance.** For purposes of applying the Elapsed Time method, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge.

In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

(ii) **Related Employers.** For purposes of applying the Elapsed Time method, service will be credited for employment with any Related Employer.

(6) **Amendment of age and service requirements.** If the Plan's minimum age and service conditions are amended, an Employee who is a Participant immediately prior to the effective date of the amendment is deemed to satisfy the amended requirements. This provision may be modified under the special Effective Date provisions under Appendix A of the Adoption Agreement.

(b) **Entry Dates for Salary Deferrals, Employer Contributions and Matching Contributions.** Once an Eligible Employee satisfies the minimum age and service conditions (as set forth in AA §4-1), the Employee will be eligible to participate under the Plan as of such Employee's Entry Date (as set forth in AA §4-2). The Employer may elect different Entry Dates with respect to Salary Deferrals, Matching Contributions and Employer Contributions.

2.04 **Participation on Effective Date of Plan.** An Employee who has satisfied the minimum age and service conditions and reached such Employee's Entry Date as of the Effective Date of the Plan will be eligible to participate in the Plan as of such Effective Date. If an Employee has satisfied the minimum age and service conditions as of the Effective Date of the Plan but has not yet reached such Employee's Entry Date, the Employee will be eligible to participate on the appropriate Entry Date. The Employer

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may modify this rule under AA §4-4 by electing to treat all Employees employed on the Effective Date of the Plan as Participants (regardless of whether they have satisfied the Plan's minimum age and service conditions) or by designating a specific date as of which all Eligible Employees will be deemed to be a Participant, (regardless of whether the Employee has otherwise satisfied the minimum age and service conditions).

2.05 **Service with Predecessor Employers.** Unless the Employer elects otherwise, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for eligibility purposes under this Section 2, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer for eligibility. If the Employer takes into account service with a Predecessor Employer, such service will count for purposes of eligibility under this Section 2, vesting under Section 7 (see Section 7.06) and for purposes of the allocation conditions under Section 3.06 (see Section 3.07), as designated under AA §4-5.

2.06 **Rehired Employees.** If a terminated Employee is subsequently rehired, such Employee will be eligible to participate in the Plan on such Employee's Reemployment Commencement Date, if the Employee is an Eligible Employee and the Employee had satisfied the Plan's minimum age and service conditions prior to such Employee's termination of employment. If a rehired Employee had not satisfied the Plan's minimum age and service conditions prior to termination of employment, such Employee is eligible to participate in the Plan on the appropriate Entry Date following satisfaction of the eligibility requirements under this Section 2. The Employer may modify the eligibility rules for rehired Employees under separate administrative procedures.

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SECTION 3
PLAN CONTRIBUTIONS

This Section 3 describes the type of contributions that may be made to the Plan. The type of contributions that may be made to the Plan and the method for allocating such contributions may vary depending on the type of Plan involved. (See **Section 5** for a discussion of the limits that apply to any contributions made under the Plan.)

3.01 Types and Timing of Contributions.

(a) **Types of Contributions**. An Employer may designate under AA §6 the amount and type of contributions that may be made under this Plan. To share in a contribution under the Plan, an Employee must satisfy all of the conditions for being a Participant (as described in Section 2) and must satisfy any allocation conditions (as described in Section 3.06) applicable to the particular type of contribution.

(b) **Timing of Contributions.** The Employer must make contributions to the Plan within a reasonable period of time for the proper administration of the Plan.

(c) **Frozen Plan.** The Employer may designate under AA §2-6 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions or Matching Contributions with respect to Plan Compensation earned after the date identified in AA §2-6 and no Participant will be permitted to make Salary Deferrals to the Plan for any period after the date identified in AA §2-6. The Plan Administrator may establish administrative policies relating to a frozen plan, including the acceptance of Rollover Contributions into the Plan.

3.02 Employer Contribution Formulas. If elected under AA §6, the Employer may make an Employer Contribution to the Plan, in accordance with the contribution formula selected under AA §6-2. Any Employer Contribution authorized under the Plan must be allocated in accordance with a definite allocation formula as set forth in AA §6-3. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.06 below.

The Employer may elect under AA §6-2 to make any of the following Employer Contributions. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas.

(a) **Discretionary Employer Contribution.** If elected in AA §6-2(a), the Employer may decide on an annual basis how much (if any) it wishes to contribute to the Plan as an Employer Contribution.

(b) **Fixed Employer Contribution.** If elected in AA §6-2(b), the Employer will make a fixed contribution to the Plan as a designated percentage of Plan Compensation, as a uniform dollar amount or in accordance with a personal service contract, employment contract, or a Collective Bargaining Agreement.

(c) **Service-based Employer Contribution.** If elected in AA §6-2(c), the Employer may make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4(a)). The Employer may elect to make the service-based contribution as a discretionary contribution or as a fixed contribution.

(d) **Other Employer Contributions.** The Employer may make other types of Employer Contributions, including FICA Replacement Contributions, as described in AA §§6-2(d) and (e).

(e) **Optional treatment of Employer Contributions as Roth Deferrals.** As provided under §402A(a)(2) as added by the SECURE 2.0 Act of 2022 (SECURE 2.0), if elected by the Employer under AA §6-6, a Participant may elect to treat a nonforfeitable Employer Contribution as a Roth Deferral. The Plan Administrator may adopt administrative procedures consistent with Code §402A(a)(2) and applicable guidance.

3.03 Salary Deferrals. The Employer may elect under AA §6A to authorize Participants to make Salary Deferrals under the Plan. The Employer will transfer Salary Deferral amounts withheld from a Participant's Plan Compensation to the Trust within a reasonable period appropriate for the proper administration of Participant's Accounts. Such amounts withheld will be deposited into each Participant's Salary Deferral Account under the Plan.

(a) **Salary Reduction Agreement.** In order to make Salary Deferrals under the Plan, a Participant must enter into a Salary Reduction Agreement which authorizes the Employer to withhold a specific dollar amount or a specific percentage from the Participant's Plan Compensation. The Salary Reduction Agreement election may permit a Participant to specify a different percentage or dollar amount be withheld from specified components of Plan Compensation, such as base pay, bonuses, commissions, etc. The Employer may apply special limits on the amount of Salary Deferrals that may be deferred from bonus payments under AA §6A-2(b) or may apply special deferral limits applicable to bonus payments

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under the Salary Reduction Agreement, without regard to any limitations selected under the Adoption Agreement. In addition, the Salary Reduction Agreement may provide the conditions on which a Participant's affirmative Salary Reduction Agreement election will expire. If an Employee's Salary Reduction Agreement election expires, such Participant can always complete a new affirmative election and designate a new deferral percentage. If a Participant's affirmative election expires, the Salary Reduction Agreement may provide that the Participant' expiring Salary Reduction Agreement election remains in effect and may increase by a designated amount unless the Participant affirmatively elects otherwise. A Salary Reduction Agreement may only relate to Plan Compensation that is not currently available at the time the Salary Reduction Agreement is completed.

A Salary Reduction Agreement is not effective unless the Participant enters into the Agreement before the date the compensation subject to such Salary Reduction Agreement would otherwise be paid to the Participant.

With respect to rehired Employees who are eligible to participate in the Plan, such Employees must enter into a new Salary Reduction Agreement upon reemployment. The Plan Administrator may revise this requirement under its administrative procedures.

(b) **Change in Salary Reduction Agreement election.** An Employee is permitted to enter into a new Salary Reduction Agreement or to modify or terminate an existing Salary Reduction Agreement as provided under administrative procedures or as specified in the Salary Reduction Agreement. A change in a Salary Reduction Agreement election is not effective unless the Participant changes the Salary Reduction Agreement before the Plan Compensation to which it applies is paid or made available.

(c) **Automatic deferral election.** The Employer may elect under AA §6A-7 to provide for an automatic deferral election under the Plan. If the Employer elects to apply an automatic deferral election, the Employer will automatically withhold the amount designated under AA §6A-7 from Participants' Plan Compensation, unless the Participant completes a Salary Reduction Agreement electing a different deferral amount (including a zero deferral amount). If an automatic deferral election applies under the Plan, such election will not apply to Participants who have entered into a Salary Reduction Agreement for an amount equal to or greater than the automatic deferral amount designated under AA §6A-7. The Employer also may elect to apply the automatic deferral election only to Participants who become eligible to participate after a specified date. Any Salary Deferrals withheld pursuant to an automatic deferral election will be deposited into the Participant's Salary Deferral Account. If a Participant's Salary Reduction Agreement expires and the Participant fails to complete a new affirmative Salary Reduction Agreement subsequent to the prior Salary Reduction Agreement expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. (See AA §6A-7(a)(3)(iv).) Each year, the Participant may always complete a new affirmative election and designate a new deferral percentage.

The Plan may provide under AA §6A-7 that the automatic deferral amount will automatically increase by a designated percentage or dollar amount each Plan Year, as described below.

Prior to the time an automatic deferral election first goes into effect, the Participant must receive written notice concerning the effect of the automatic deferral election and such Participant's right to elect a different level of deferral under the Plan, including the right to elect not to defer. After receiving the notice, a Participant must have a reasonable time to enter into a new Salary Reduction Agreement before any automatic deferral election goes into effect.

(1) **Eligible Automatic Contribution Arrangement (EACA).** To the extent an Automatic Contribution Arrangement satisfies the requirements of an EACA for a Plan Year, as set forth below, such Automatic Contribution Arrangement will automatically qualify as an EACA for purposes of applying the special rules applicable to EACAs described in subsection (3) below. If an Automatic Contribution Arrangement does not satisfy the requirement for an EACA for an entire Plan Year, the Automatic Contribution Arrangement will not be eligible for the special EACA provisions under subsection (3) for such Plan Year. However, the Automatic Contribution Arrangement continues to apply for such Plan Year.

(2) **Definition of Eligible Automatic Contribution Arrangement (EACA).** The Plan will qualify as an EACA if the Plan provides for an automatic deferral election (as described in subsection (i)) and provides an annual written notice as described in subsection (iv) below. Any Salary Deferrals withheld pursuant to an automatic deferral election will be deposited into the Participant's Salary Deferral Account.

(i) **Automatic deferral election.** To qualify as an EACA, each Employee eligible to participate in the Plan must have a reasonable opportunity after receipt of the notice described in subsection (iv) to make an affirmative election to defer (or an election not to defer) under the Plan before any automatic deferral election goes into effect. If an automatic deferral election applies under the Plan, such election will not apply to Participants who have entered into a Salary Reduction Agreement for an amount equal to or greater than the automatic deferral amount designated under AA §6A-7. The Employer also may elect to

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apply the automatic deferral election only to Participants who become eligible to participate after a specified date.

An automatic deferral election ceases to apply with respect to any Participant who makes an affirmative election (that remains in effect) to make Salary Deferrals or to not have any Salary Deferrals made on such Participant's behalf. Salary Deferrals made pursuant to an automatic deferral election will cease as soon as administratively feasible after a Participant makes an affirmative deferral election.

Unless elected otherwise under AA §6A-7(a)(5)(i), a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. If a terminated Participant's affirmative election to defer (or to not defer) ceases upon termination of employment, the Participant will be subject to the automatic deferral provisions of this subsection (i) upon rehire, including the default election provisions and the notice requirements under subsection (iv) below.

(ii) **Uniformity requirement.** If a newly eligible Participant does not make an affirmative deferral election, such Participant will be treated as having elected to make Salary Deferrals in an amount equal to a uniform percentage of Plan Compensation as set forth in AA §6A-7. For this purpose, an automatic deferral election will not fail to be a uniform percentage of Plan Compensation merely because:

(A) The deferral percentage varies based on the number of years of participation in the Plan (e.g., due to the application of an automatic increase provisions);

(B) The automatic deferral election does not reduce a Salary Reduction Agreement election in effect immediately prior to the effective date of the automatic deferral election; or

(C) The rate of Salary Deferrals is limited so as not to exceed the limits of Code §457(b).

(iii) **Automatic increase.** The Plan may provide under AA §6A-7 that the automatic deferral amount will automatically increase by a designated percentage each Plan Year. Unless designated otherwise under AA §6A-7, in applying any automatic deferral increase under AA §6A-7, the initial deferral amount will apply for the period that begins when the employee first participates in the automatic contribution arrangement and ends on the last day of the following Plan Year. The automatic increase will apply for each Plan Year beginning with the Plan Year immediately following the initial deferral period and for each subsequent Plan Year. For example, if a Participant makes such Participant's first automatic deferral for the period beginning July 1, 2020, and no special election is made under AA §6A-7, the first automatic increase would take effect on January 1, 2022 (assuming the Plan is using a calendar Plan Year) which is the first day of the Plan Year beginning after the first Plan Year following the period for which the Participant makes such Participant's first automatic deferral under the Plan.

(iv) **Annual notice requirement.** Each Participant must receive a written notice describing the Participant's rights and obligations under the Plan which is sufficiently accurate and comprehensive to apprise the Participant of such rights and obligations and is written in a manner calculated to be understood by the average Plan Participant. The annual notice only needs to be provided to those Participants who are covered under the Automatic Contribution Arrangement. If it is impractical to provide the annual notice to a newly eligible Participant before the date such individual becomes eligible to participate under the Plan, the notice will be treated as timely if it is provided as soon as practicable after such date and the Participant is permitted to defer from Plan Compensation earned beginning on the date of participation.

(A) **Contents of annual notice.** To qualify as an EACA, the annual notice must include a description of contributions under the Plan; the type and amount of Plan Compensation that may be deferred under the Plan; the administrative requirements for making and changing Salary Reduction Agreement elections; and the withdrawal and vesting provisions under the Plan. In addition, to qualify as an EACA, the annual notice must include a description of:

(I) the level of Salary Deferrals which will be made on the Participant's behalf if such Participant does not make an affirmative election;

(II) the Participant's right under the EACA to elect not to have Salary Deferrals made on the Participant's behalf (or to elect to have such Salary Deferrals made in a different amount or percentage of Plan Compensation);

(III) how contributions under the EACA will be invested and, if the Plan provides for Participant direction of investment, how Salary Deferrals made pursuant to an automatic

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deferral election will be invested in the absence of an investment election by the Participant; and

(IV) the Participant's right to make a permissible withdrawal (as described under subsection (3)(i) below), if applicable, and the procedures to elect such a withdrawal.

In addition to any other election periods provided under the Plan, each eligible Participant may make or modify such Participant's Salary Reduction Agreement election during the 30-day period immediately following receipt of the annual notice.

(v) **Timing of annual notice.** The annual notice must be provided within a reasonable period before the beginning of each Plan Year (or, in the year an Employee becomes an Eligible Employee, within a reasonable period before the Employee becomes an Eligible Employee). In addition, a notice satisfies the timing requirements only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice and before the first Salary Deferral made under the arrangement to make an alternative Salary Reduction Agreement election. The annual notice will be deemed timely if it is provided to each Eligible Employee at least 30 days (and no more than 90 days) before the beginning of each Plan Year. In the case of an Employee who does not receive the notice within such period because the Employee becomes an Eligible Employee after the 90th day before the beginning of the Plan Year, the timing requirement is deemed to be satisfied if the notice is provided no more than 90 days before the Employee becomes an Eligible Employee (and no later than the date the Employee becomes an Eligible Employee).

(vi) **Timing of automatic deferral.** Generally, the automatic deferral will commence as of the date the Employee is otherwise eligible to make Salary Deferrals under the Plan, if the Employee had completed a Salary Reduction Agreement. However, an automatic deferral will be treated as timely if the deferral is made pursuant to reasonable administrative procedures established by the Plan Administrator. If the Plan provides an Employee with a written notice as described above no later than 30 days after such Employee's Entry Date, provides the Employee with the opportunity to make an affirmative Salary Reduction Agreement up to 30 days after the notice is provided, and in the absence of the Employee's affirmative Salary Reduction Agreement, provides that automatic deferrals will commence as soon as administratively practicable following the last day of the 30 day period, then the Plan will be treated as having a reasonable administrative procedure.

(3) **Special Rules for Eligible Automatic Contribution Arrangement (EACA).** If the Plan provides for an automatic deferral election provision under AA §6A-7 and such automatic deferral election qualifies as an EACA, the Employer may elect to offer special permissible withdrawals (as set forth in subsection (i) below). To qualify as an EACA, the Plan must satisfy the provisions of subsection (2) for the entire Plan Year.

(i) **Permissible Withdrawals under EACA.** If so elected under AA §6A-7 of the Adoption Agreement, any Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under an EACA may elect to withdraw such contributions (and earnings attributable thereto) in accordance with the requirements of this subsection (i). A permissible withdrawal under this subsection (i) may be made without regard to any elections under AA §9 and will not cause the Plan to fail the prohibition on in-service distributions.

(A) **Amount of distribution.** A distribution satisfies the requirement of this subsection (i) if the distribution is equal to the amount of Salary Deferrals made pursuant to the automatic deferral election through the effective date of the withdrawal election (as described in subsection (C)) adjusted for allocable gains and losses as of the date of the distribution.

The distribution amount determined under this subsection (A) may be reduced by any generally applicable fees. However, the Plan may not charge a greater fee for a permissible distribution under this subsection (i) than applies with respect to other Plan distributions.

(B) **Timing of permissive withdrawal election.** An election to withdraw Salary Deferrals under this subsection (i) must be made no later than 90 days after the date of the first default Salary Deferral under the EACA. The date of the first default Salary Deferral is the date that the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income. The Employer may designate an alternative period for making permissive withdrawals under AA §6A-7.

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(C) **Effective date of permissible withdrawal.** The effective date of a permissible withdrawal election cannot be later than the pay date for the second payroll period that begins after the election is made or, if earlier, the first pay date that occurs at least 30 days after the election is made. If a Participant does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Participant to take a permissive withdrawal, but only with respect to default contributions made after the Participant's return to employment.

(D) **Consequences of permissible withdrawal.** Any amount distributed under this subsection (i) is includible in the Participant's gross income for the taxable year in which the distribution is made. However, the portion of any distribution consisting of Roth Deferrals is not included in an Participant's gross income a second time. Unless the Participant affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Salary Deferrals made on the Participant's behalf as of the date specified in subsection (C) above.

(E) **Forfeiture of Matching Contributions.** In the case of any withdrawal made under this subsection (i), any Matching Contributions made with respect to such withdrawn Salary Deferrals must be forfeited.

(d) **Age 50 Catch-Up Contributions.** Unless elected otherwise under AA §6A-4, a Participant who is aged 50 or over by the end of such Participant's taxable year beginning in the calendar year may make Age 50 Catch-Up Contributions under the Plan, provided such Age 50 Catch-Up Contributions are in excess of an otherwise applicable limit under the Plan. For this purpose, an otherwise applicable Plan limit is a limit in the Plan that applies to Salary Deferrals without regard to Age 50 Catch-up Contributions.

(1) **Age 50 Catch-Up Contribution Limit.** Age 50 Catch-Up Contributions for a Participant for a taxable year may not exceed the Age 50 Catch-Up Contribution Limit. The Age 50 Catch-Up Contribution Limit for taxable years beginning in 2023 is $7,500. The Age 50 Catch-Up Contribution Limit will be adjusted for cost-of-living increases under Code §414(v)(2)(C). Effective for taxable years beginning after December 31, 2024, the Age 50 Catch-Up Contribution Limit is increased to the greater of $10,000 or 150% of the regular Age 50 Catch-Up Contribution Limit for Employees who have attained ages 60, 61, 62 and 63. For taxable years beginning after 2025, the increased Catch-Up Contribution Limit will be adjusted for cost-of-living increases.

(2) **Age 50 Catch-Up Contributions not subject to Maximum Contribution Limit.** Age 50 Catch-up Contributions are not subject to the Maximum Contribution Limit, as described in **Section 5** of the Plan.

(3) **Treatment of certain Age 50 Catch-Up Contributions as Roth Deferrals.** Effective for taxable years beginning after December 31, 2025 (as provided for under IRS Notice 2023-62), in the case of a Participant whose wages (as defined in Code §3121(a) for the preceding calendar year from the Employer exceed $145,000 (indexed for inflation), Age 50 Catch-Up Contributions must be Roth Deferrals made pursuant to an Employee election, as required under Code §414(v)(7)(A). In addition, any Eligible Employee regardless of wages must be allowed to make Age 50 Catch-Up Contributions.

(i) **Administrative transition period under IRS Notice 2023-62.** IRS Notice 2023-62 provides for an administrative transition period with respect to the requirements under Code §414(v)(7)(A) for taxable years beginning in 2024 and 2025. Specifically, until taxable years beginning after December 31, 2025, any Age 50 Catch-Up Contributions will be treated as satisfying the requirements of section 414(v)(7)(A), even if the contributions are not designated as Roth Deferrals, and a Plan that does not provide for Roth Deferrals will be treated as satisfying the requirements of section 414(v)(7)(B). During this administrative transition period, the Employer may apply the rules (or portion of the rules) under Code §414(v)(7), either by Plan amendment or administrative procedures, in any reasonable manner in order to transition into compliance with Code §414(v)(7) for taxable years beginning after December 31, 2025.

(ii) **Good-faith application of the rules under Code §414(v)(7).** The Employer and Plan Administrator may apply the rules of Code §414(v)(7), including during the administrative transition period under IRS Notice 2023-62, in a reasonable and good-faith manner pending further guidance from the IRS.

(e) **Special 457 Catch-Up Contributions.** Unless elected otherwise under AA §6A-4, a Participant may make Special 457 Catch-Up Contributions as limited under **Section 5.04**.

(f) **Deferral of sick, vacation, PTO and back pay.** Unless otherwise elected in AA §6A-2, a Participant may elect to defer accumulated sick pay, accumulated vacation pay, accumulated PTO or back pay if: (1) a Salary Reduction Agreement is

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entered into before the amount become currently available, and (2) the Participant is an Employee in the month of deferral, as provided under Treas. Reg. §1.457-4(d). With respect to sick pay, vacation pay, PTO pay or back pay that is payable before a Participant has a Severance from Employment, the Salary Reduction Agreement may be entered into before the amount becomes currently available, even if that is the month in which such amounts become payable. If the deferral is automatic, the Salary Reduction Agreement requirement in (1) is deemed satisfied by the terms of the Plan.

(g) **Roth Deferrals.** If elected under AA §6A-5, a Participant may designate all or a portion of such Participant's Salary Deferrals as Roth Deferrals. For this purpose, a Roth Deferral is a Salary Deferral that satisfies the following conditions.

(1) **Irrevocable election.** The Participant makes an irrevocable election (at the time the Participant enters into a Salary Reduction Agreement) designating all or a portion of such Participant's Salary Deferrals as Roth Deferrals. The irrevocable election applies with respect to Salary Deferrals that are made pursuant to such election. A Participant may modify or change a Salary Reduction Agreement to increase or decrease the amount of Salary Deferrals designated as Roth Deferrals, provided such change or modification applies only with respect to Salary Deferrals made after such change or modification.

(2) **Subject to immediate taxation.** To the extent a Participant designates all or a portion of such Participant's Salary Deferrals as Roth Deferrals, such amounts will be includible in the Participant's income at the time the Participant would have received the contribution amounts in cash if the Employee had not made the Salary Reduction Agreement election.

(3) **Separate account.** Any amounts designated as Roth Deferrals will be maintained by the Plan in a separate Roth Deferral Account. The Plan will credit and debit all contributions and withdrawals of Roth Deferrals to such separate Account. The Plan will separately allocate gains, losses, and other credits and charges to the Roth Deferral Account on a reasonable basis that is consistent with such allocations for other Accounts under the Plan. However, in no event may the Plan allocate forfeitures under the Plan to the Roth Deferral Account. The Plan will separately track Participants' accumulated Roth Deferrals and the earnings on such amounts.

(4) **Satisfaction of Salary Deferral requirements.** Roth Deferrals are subject to the same requirements as apply to Salary Deferrals. Thus, Roth Deferrals are subject to the following requirements:

(i) Roth Deferrals are always 100% vested.

(ii) Roth Deferrals are subject to the contribution limits, as described in **Section 5**

(iii) Roth Deferrals are subject to the same distribution restrictions as apply to Salary Deferrals.

(iv) Roth Deferrals are subject to the required minimum distribution requirements under Code §401(a)(9).

(5) **Rollover of Roth Deferrals.**

(i) **Rollovers from this Plan.** For purposes of the rollover rules, a Direct Rollover of a distribution from a Participant's Roth Deferral Account will only be made to another Roth Deferral Account under a governmental 457(b) plan, a qualified plan described in Code §401(a) or an annuity contract or custodial account described in Code §403(b) or to a Roth IRA described in §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

(ii) **Rollovers to this Plan.** Subject to the provisions under **Section 4**, a Participant may make a Rollover Contribution to a Roth Deferral Account only if the rollover is a Direct Rollover from another Roth Deferral Account only to the extent the rollover is permitted under the rules of Code §402(c). A rollover of Roth Deferrals may not be made to this Plan from a Roth IRA. Any rollover of Roth Deferrals to this Plan will be held in a separate Roth Rollover Contribution Account.

(iii) **Minimum rollover amount.** The Plan Administrator may decide whether or not to provide for a Direct Rollover (including an Automatic Rollover) for distributions from a Participant's Roth Deferral Account if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200. In addition, the Plan Administrator may decide whether or not to take into account any distribution from a Participant's Roth Deferral Account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year. For purposes of applying the Automatic Rollover provisions under **Section 8.09(f)**, a Participant's Roth Deferral Account and the Participant's other Accounts are treated as accounts held under separate plans.

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(iv) **Separate treatment of Roth Deferrals.** The provisions under **Section 8.09** that allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from the Participant's Roth Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(h) **In-Plan Roth Conversions.** The Employer may elect under the Adoption Agreement to permit In-Plan Roth Conversions under the Plan. For this purpose, an In-Plan Roth Conversion is a conversion of amounts held in a Participant's Plan Account, other than a Roth Deferral Account or Roth Rollover Contribution Account, into the Participant's In-Plan Roth Conversion Account under the Plan, pursuant to Code §402A(c)(4). Any election to make an In-Plan Roth Conversion during a taxable year may not be changed after the In-Plan Roth Conversion is completed.

An In-Plan Roth Conversion may be elected by a Participant, a Spousal beneficiary, or an Alternate Payee who is a spouse or former spouse. To the extent the term "Participant" is used for purposes of determining eligibility to make an In-Plan Roth Conversion, such term will also include a Spousal beneficiary and an Alternate Payee who is a spouse or former spouse.

To permit In-Plan Roth Conversions §6A-5(c) of the Adoption Agreement must be completed. In addition, the Plan must provide for Roth Deferrals under AA §6A-5(a) as of the date the In-Plan Roth Conversion is permitted under the Plan. If In-Plan Roth Conversions are not specifically authorized under AA §6A-5(c) of the Adoption Agreement, Participants may not make an In-Plan Roth Conversion.

(1) **Amounts Eligible for In-Plan Roth Conversion.** If elected under the Adoption Agreement, a Participant may convert any portion of such Participant's vested Account Balance (other than amounts attributable to Roth Deferrals or Roth Deferral rollovers) to an In-Plan Roth Conversion Account. Unless elected otherwise under the Adoption Agreement, a Participant need not be eligible to receive a distribution from the Plan at the time of the In-Plan Roth Conversion.

In addition, an In-Plan Roth Conversion will not be treated as a distribution for the following purposes:

(i) **Participant loans.** A Participant loan directly transferred in an In-Plan Roth Conversion without changing the repayment schedule is not treated as a new loan. The Employer may elect to not permit Participant loans to be distributed as part of an In-Plan Roth Conversion.

(ii) **Mandatory withholding.** An In-Plan Roth Conversion is not subject to 20% mandatory withholding under Code §3405(c).

(2) **Effect of In-Plan Roth Conversion.** A Participant must include in gross income the taxable amount of an In-Plan Roth Conversion. For this purpose, the taxable amount of an In-Plan Roth Conversion is the fair market value of the distribution reduced by any basis in the converted amounts. If the distribution includes Employer securities, the fair market value includes any net unrealized appreciation within the meaning of Code §402(e)(4). If an outstanding loan is rolled over as part of an In-Plan Roth Conversion, the amount includible in gross income includes the balance of the loan.

(3) **Contribution Sources.** Unless elected otherwise under the Adoption Agreement, an In-Plan Roth Conversion may be made from any contribution source under the Plan, other than a Roth Deferral Account or Roth Rollover Contribution Account. The Employer may elect to limit the contribution sources that are eligible for In-Plan Roth Conversion. In addition, the Employer may elect to limit In-Plan Roth Conversions to contribution accounts that are 100% vested.

3.04 **Matching Contributions.** The Employer may elect under AA §6B to authorize Matching Contributions under the Plan. If the Employer elects more than one Matching Contribution formula under AA §6B-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.06 below.

(a) **Contributions eligible for Matching Contributions.** The Matching Contribution formula(s) applies to Salary Deferrals, to the extent authorized under the Plan.

(b) **Period for determining Matching Contributions.** AA §6B-5 sets forth the period for which the Matching Contribution formula(s) applies. The period designated in AA §6B-5 applies for purposes of determining the amount of

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Salary Deferrals taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Salary Deferrals that may be taken into account under the Matching Contribution formula(s).

(c) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make "true-up" contributions for Participants. Such "true-up" contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than is used for purposes of determining the amount of Salary Deferrals taken into account under AA §6B-5. For example, if the Plan limits Matching Contributions on the basis of Salary Deferrals for the Plan Year, but the Employer contributes the Matching Contributions on a quarterly basis, the Employer may have to make a "true-up" contribution to any Participant based on Salary Deferrals for the Plan Year. If a "true-up" contribution is required under this subsection (c), the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan.

(d) **Optional treatment of Matching Contributions as Roth contributions.** As provided under §402A(a)(2) as added by SECURE 2.0, if elected by the Employer under AA §6B-7, a Participant may elect to treat a nonforfeitable Matching Contribution as a Roth contribution. The Plan Administrator may adopt administrative procedures consistent with Code §402A(a)(2) and applicable guidance.

(e) **Treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contributions.** Effective for Plan Years beginning after December 31, 2023, the Employer may elect under AA §6B-8 to treat "Qualified Student Loan Payments" as Salary Deferrals for purposes of receiving Matching Contributions.

(1) **Definition of Qualified Student Loan Payment.** The term Qualified Student Loan Payment means a payment made by an Eligible Employee in repayment of a Qualified Education Loan (as defined in Code §221(d)(1)) incurred by the Eligible Employee to pay Qualified Higher Education Expenses, but only:

(i) to the extent such payments in the aggregate for the year do not exceed an amount equal to:

(A) the limitation applicable under Code §457(e)(15) for the year (or, if lesser, the Eligible Employee's Total Compensation for the year), reduced by:

(B) the elective deferrals made by the Eligible Employee for such year, and

(ii) if the Eligible Employee certifies annually to the Employer that such payment has been made on such loan.

(2) **Definition of Qualified Higher Education Expenses.** The term Qualified Higher Education Expenses means the cost of attendance (as defined in §472 of the Higher Education Act of 1965, as in effect on the day before the date of the enactment of the Taxpayer Relief Act of 1997) at an Eligible Educational Institution (as defined in Code §221(d)(2)).

(3) **Conditions for Treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contributions.** A Matching Contributions made to the Plan on account of a Qualified Student Loan Payment shall be treated as a Matching Contribution under the Plan if:

(i) the Plan provides Matching Contributions on account of Salary Deferrals at the same rate as contributions on account of Qualified Student Loan Payments,

(ii) the Plan provides Matching Contributions on account of Qualified Student Loan Payments only on behalf of Eligible Employees otherwise eligible to receive Matching Contributions on account of Salary Deferrals,

(iii) all Eligible Employees who receive Matching Contributions on account of Salary Deferrals are eligible to receive Matching Contributions on account of Qualified Student Loan Payments, and

(iv) the Plan provides that Matching Contributions on account of Qualified Student Loan Payments vest in the same manner as Matching Contributions on account of Salary Deferrals.

3.05 **Rollover Contributions.** If elected under AA Appendix C or under separate administrative procedures, the Plan may accept Rollover Contributions. The requirements applicable to Rollover Contributions are set forth under **Section 4**.

3.06 **Allocation Conditions.** In order to receive an allocation of Employer Contributions (other than Salary Deferrals) or an allocation of Matching Contributions, a Participant must satisfy any allocation conditions designated under AA §6-5 or AA

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§6B-6, as applicable. If the Employer elects under AA §6-5(c) or AA §6B-6(c) to apply a minimum service requirement, the Employer may elect to base such minimum service requirement on the basis of Hours of Service or on the basis of consecutive days or months of employment under the Elapsed Time method. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days or months, as the Plan Administrator determines operationally on a consistent basis.

(a) **Application to designated period.** Instead of applying the allocation conditions on the basis of the Plan Year, the Employer may apply the allocation conditions on the basis of designated periods, if the Employer describes the methodology under the Special Rules under AA§6-4 or 6B-6.

(b) **Special rule for year of Plan termination.** A last day employment condition automatically applies for any Plan Year in which the Plan is terminated, regardless of whether the Employer has elected to apply a last day employment condition under the Agreement. Thus, the Employer will not be obligated to make an Employer Contribution or Matching Contribution for the Plan Year in which the Plan terminates, unless the Employer provides for an Employer Contribution and/or Matching Contribution in its Plan termination amendment. If there are unallocated forfeitures at the time of Plan termination, such forfeitures will be allocated to Participants under the Plan's procedures for allocating forfeitures.

3.07 **Service with Predecessor Employers.** Unless otherwise designated under the Adoption Agreement, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the allocation conditions under Section 3.06. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for purposes of applying the allocation conditions under Section 3.06, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer.

3.08 **FICA Replacement Plan.** An Employee who satisfies the requirements as a Qualified Participant under subsection (b) will be exempt from FICA tax as provided under Code §3121(b)(7)(F) if the requirements under this Section 3.08 are satisfied. The Plan may be identified as a FICA Replacement Plan under AA §2-2.

(a) **Minimum retirement benefit requirement.** The Plan must provide a minimum retirement benefit as set forth under this subsection (a). For this purpose, the Plan satisfies the minimum retirement benefit requirement with respect to an Employee if allocations to the Employee's Account (without regard to any earnings allocated to the Employee's Account) are at least 7.5% of the Employee's Plan Compensation for service with the Employer. Matching Contributions by the Employer may be taken into account for this purpose.

(1) **Definition of Plan Compensation.** The definition of Plan Compensation used in determining whether the minimum retirement benefit requirement under this subsection (a) is satisfied must be at least equal to the Employee's base pay, provided such designation is reasonable under all the facts and circumstances. Thus, the Employer may elect under AA §5-3 to exclude items such as overtime pay, bonuses, or fringe benefits.

(2) **Reasonable rate of earnings.** An Employee's Account must be credited with a reasonable rate of earnings. This requirement is satisfied if Employees' Accounts are held in a separate trust that is subject to general fiduciary standards and are credited with actual earnings under the Plan.

(3) **Employee Contributions.** Contributions from both the Employer and Employee may be used to make up the 7.5% allocation requirement under subsection (a). If the Plan only provides for Employee Contributions, the Plan will satisfy the minimum benefit requirement under subsection (a) if the total Employee Contributions are at least 7.5% of Plan Compensation.

(b) **Qualified Participant.** An Employee is a Qualified Participant under the Plan with respect to the services performed on a given day if, on that day, the Employee has satisfied all conditions (other than vesting) for receiving an allocation under the Plan that meets the minimum retirement benefit requirement under subsection (a). An Employee will be a Qualified Participant on any day with respect to compensation earned during a period ending on that day and beginning on or after the beginning of the Plan Year, regardless of whether the allocations were made or accrued before the effective date of Code §3121(b)(7)(F).

(1) **Part-Time, Seasonal and Temporary Employees.** A Part-Time, Seasonal, or Temporary Employee is not a Qualified Participant on a given day unless any benefit relied upon to meet the minimum benefit requirement under subsection (a) is 100% vested. A Part-Time, Seasonal or Temporary Employee's benefit is considered 100% vested on a given day if on that day the Employee is unconditionally entitled to a single-sum distribution on account of death or separation from service of an amount that is at least equal to 7.5% of Plan Compensation for all periods of service taken into account in determining whether the Employee's benefit meets the minimum retirement benefit requirement under subsection (a).

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(2) **Alternative lookback rule.** The Employer may elect to apply the alternative lookback rule described in Treas. Reg. §31.3121(b)(7)-2(d)(3) in determining whether an Employee is a Qualified Participant. Under the alternative lookback rule, an Employee may be treated as a Qualified Participant throughout a calendar year if the Employee is a Qualified Participant at the end of the Plan Year ending in the previous calendar year. For this purpose, if the alternative lookback rule is used, an Employee may be treated as a Qualified Participant on any given day during the first Plan Year of participation if it is reasonable on such day to believe that the Employee will be a Qualified Participant on the last day of such Plan Year.

(c) **Special rule for short period.** An Employee may not be treated as a Qualified Participant if Plan Compensation for less than a full plan year or other 12-month period is regularly taken into account in determining allocations to the Employee's Account for the Plan Year unless, under all of the facts and circumstances, such arrangement is not a device to avoid the imposition of FICA taxes. For example, an arrangement under which Plan Compensation taken into account under AA §5-3 is limited to the contribution base described in Code §3121(x)(1) is not considered a device to avoid FICA taxes by reason of such limitation.

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SECTION 4
ROLLOVER CONTRIBUTIONS, TRANSFERS AND AUTOMATIC PORTABILITY TRANSACTIONS

This Section provides the rules regarding Rollover Contributions and transfers that may be made under this Plan. The Plan Administrator has the authority under Section 11 to accept Rollover Contributions under this Plan and to enter into transfer agreements concerning the transfer of assets from another plan to this Plan.

4.01 **Rollover Contributions**. As allowed under applicable law and regulations, an Employee may make a Rollover Contribution to this Plan from an Eligible Retirement Plan, if the special accounting rule is satisfied and the acceptance of rollovers is elected under the Adoption Agreement or if the Plan Administrator adopts administrative procedures regarding the acceptance of Rollover Contributions. The Employee's Rollover Contributions are always 100% vested. If Rollover Contributions are permitted, an Employee may make a Rollover Contribution to the Plan even if the Employee is not an eligible Participant with respect to any or all other contributions under the Plan, unless otherwise prohibited under separate administrative procedures adopted by the Plan Administrator. An Employee who makes a Rollover Contribution to this Plan prior to becoming an Eligible Participant shall be treated as a Participant only with respect to such Rollover Contributions but shall not be treated as an eligible Participant until such Employee otherwise satisfies the eligibility conditions under the Plan.

A Participant may make a Rollover Contribution to a Roth Deferral Account only if the rollover is a Direct Rollover from another Roth Deferral Account under an Eligible Retirement Plan and only to the extent the rollover is permitted under the rules of Code §402(c). A rollover of Roth Deferrals may not be made to this Plan from a Roth IRA. Any rollover of Roth Deferrals to this Plan will be held in a separate Roth Rollover Contribution Account.

Effective for years beginning after December 31, 2017, the period during which a Qualified Plan Loan Offset Amount may be contributed to the Plan as a Rollover Contribution is extended from 60 days after the date of the offset to the due date (including extensions) for filing the individual's Federal income tax return for the taxable year in which the Plan loan offset occurs. A Qualified Plan Loan Offset Amount is a Plan loan offset amount that is treated as distributed from a tax-qualified retirement plan described in Code §401(a) or Code §403(a), a Code §403(b) plan, or a governmental plan under Code §457(b) solely by reason of termination of the Plan or failure to meet the repayment terms of the loan because of Severance from Employment.

Notwithstanding any other provision of the Plan, the Plan Administrator may accept any Rollover Contribution that satisfies the requirements, including the time period to make Rollover Contributions, under Code §402(c) and applicable IRS regulations and other guidance. Thus, for example, the Plan Administrator may accept a Rollover Contribution as provided under Revenue Procedure 2016-47 relating to the waiver of the 60-day rollover period and acceptable self-certification by an Employee.

A Participant may withdraw amounts from such Participant's Rollover Contribution Account(s) at any time, in accordance with the distribution rules under Section 8, except as restricted under AA §9.

(a) **Special Accounting Rule for Rollovers**. The Plan must maintain two separate Rollover Contribution Accounts, if necessary. One Rollover Contribution Account may receive Rollover Contributions from:

(1) a qualified plan described in §401(a) of the Code;

(2) a tax sheltered annuity plan described in §403(b) of the Code;

(3) an individual retirement account described in §408(a) of the Code; and

(4) an individual retirement annuity described in §408(b) of the Code.

The other Rollover Account may receive Rollover Contributions only from a governmental 457 plan described in §457(b) of the Code. Neither Rollover Contribution Account may include any amount that is not attributable to a Rollover Contribution.

(b) **Refusal of Rollover Contributions.** The Plan Administrator may refuse to accept a Rollover Contribution if the Plan Administrator reasonably believes the Rollover Contribution: (a) is not being made from a proper plan or IRA; (b) is not being made timely after receipt of the amounts from another plan or IRA; (c) could jeopardize the Plan status under Code §457(b); or (d) could create adverse tax consequences for the Plan or the Employer. Prior to accepting a Rollover Contribution, the Plan Administrator may require the Employee to provide satisfactory evidence establishing that the Rollover Contribution meets the requirements of this Section and applicable rollover rules.

If the Plan accepts a Rollover Contribution that is later determined to be an invalid Rollover Contribution, the Plan Administrator must distribute the invalid amount, plus any earnings attributable thereto, to the Employee within a

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reasonable time after such determination.

The Plan Administrator may use the criteria set forth in IRS Revenue Ruling 2014-9, as well as other evidence, in reasonably determining whether a Rollover Contribution is valid.

4.02 **Transfers to the Plan.** As allowed under applicable laws, regulations and other guidance, the Plan Administrator may accept a transfer of funds from another governmental 457(b) plan. Such transfers must meet the conditions set forth under Treas. Reg. §1.457-10(b), if applicable. The Plan Administrator may not accept a transfer from a 457(b) plan of a tax-exempt employer, a 403(b) plan or a 401(a) qualified plan.

4.03 **Automatic Portability Transactions.** The Employer, either in AA §10-4 or through administrative procedures, may elect to accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12). The Employer is not responsible for meeting, or ensuring the satisfaction of, the requirements applicable to an automatic portability provider as defined under Code §4975(f)(12)(A)(ii).

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SECTION 5
LIMITS ON CONTRIBUTIONS

5.01 **Maximum Contribution Limit.** Annual contributions on behalf of a Participant for a taxable year may not exceed the Maximum Contribution Limit.

(a) **Components of the Maximum Contribution Limit.** The Maximum Contribution Limit consists of one or more of the following - the Basic Annual Limit, the Age 50 Catch-Up Limit and the Special 457 Catch-Up Limit.

(b) **Limitation Period.** The relevant limitation period is the taxable year of the Participant.

(c) **Contributions Subject to the Maximum Contribution Limitation.** Contributions that are subject to the Maximum Contribution Limit include Salary Deferral Contributions and Employer Contributions, including Employer Matching Contributions. Rollover Contributions and transfers are not subject to the Maximum Contribution Limit. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses. Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.

5.02 **Basic Annual Limit.** The Basic Annual Limit is the lesser of (i) the applicable dollar amount specified under Code §457(e)(15) for the relevant taxable year or (ii) 100% of the Participant's Includible Compensation (without any adjustments, but subject to the maximum limitation as may apply under Code§401(a)(17)) for the taxable year. The applicable dollar amount under Code §457(e)(15) is $22,500 for 2023 and will be adjusted for cost-of-living increases, if applicable.

5.03 **Age 50 Catch-Up Limit.** The Age 50 Catch-Up Limit only applies to a Participant who attains age 50 by the end of the relevant taxable year. The Age 50 Catch-Up Limit is the applicable amount specified under Code §414(v) for the relevant taxable year. The Age 50 Catch-Up Contribution Limit for taxable years beginning in 2023 is $7,500. The Age 50 Catch-Up Contribution Limit will be adjusted for cost-of-living increases under Code §414(v)(2)(C). The Age 50 Catch-Up Limit does not apply for any taxable year for which a higher limitation applies under the Special 457 Catch-Up Limit, if available under the Plan. If both the Age 50 Catch-Up Limit and the Special Catch-Up Limit apply, the applicable limit is determined under Treas. Reg. §1.457-4(c)(2)(ii).

Effective for taxable years beginning after December 31, 2024, for Participants who have attained 60, 61, 62 or 63 before the close of the applicable taxable year, an adjusted Age 50 Catch-Up Limit applies. The adjusted limit is the greater of (a) $10,000 (adjusted for inflation) or (b) an amount equal to 150% of the otherwise applicable Age 50 Catch-Up Limit for the taxable year.

5.04 **Special 457 Catch-Up Limit.** For one or more of the Participant's last three taxable years ending before the Participant's Normal Retirement Age, the Maximum Contribution Limit is an amount not in excess of the lesser of (i) twice the dollar amount in effect under Code §457(e)(15) or (ii) the underutilization limitation.

(a) **Underutilization Limitation.** The sum of (i) the Maximum Contribution Limit under the Basic Annual Limit for the relevant taxable year, plus the Maximum Contribution Limit for any prior taxable year or years, less the amount of contributions for such taxable year or years (disregarding any Age 50 Catch-Up Contributions).

(b) **Normal Retirement Age.** The Employer will elect a Normal Retirement Age under the Agreement. Normal Retirement Age may be any age that is on or after the earlier of age 65 or the age at which the Participant has the right to retire and receive, under the Employer's pension plan (if any), immediate retirement benefits without actuarial reduction because of retirement before a specified date and that is not later than age 70 ½. Alternatively, the Employer may elect to allow the Participant to designate a Normal Retirement Age within these ages. If an Employer sponsors more than one 457(b) plan, any Participant may only have one Normal Retirement Age.

(c) **Special Rule for Qualified Police and Firefighters.** An Employer with a Plan that covers qualified police and firefighters (as defined under Code §415(b)(2)(H)(ii)(I)) may elect a Normal Retirement Age that is earlier than that specified under subsection (b), but in no event may the Normal Retirement Age be earlier than age 40. Alternatively, the Employer may elect to allow a qualified police or firefighter Participant to designate a Normal Retirement Age that is between age 40 and age 70 ½.

5.05 **Excess Deferrals under the Plan.** If contributions, as described under **Section 5.01(c)**, to a Participant under the Plan exceed the Maximum Contribution Limit for a taxable year, the Plan must distribute the excess deferrals (i.e., the amounts that exceed the Maximum Contribution Limit) to the Participant, with allocable net income, as soon as administratively practicable after the

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Plan determines that the amount is an excess deferral. For purposes of determining whether contributions exceed the Maximum Contribution Limit, all 457(b) plans of the Employer, including plans of Related Employers, are treated as a single plan.

5.06 **Excess Deferrals Arising from Application of the Individual Limitation.** The Plan may distribute excess deferrals that arise from application of the Individual Limitation. The Plan may distribute the excess deferrals to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. The Participant must inform the Plan Administrator of the excess deferrals.

(a) **Individual Limitation.** The Individual Limitation (as set forth under Code §457(c)) equals the Basic Annual Limitation, plus the Age 50 Catch-Up Limitation or the Special 457 Catch-Up Limitation, applied by taking into account the combined annual contributions for the Participant for any taxable year under all Code §457(b) plans. For this purpose, contributions to all Code §457(b) plans, whether sponsored by a governmental employer or a tax-exempt employer, are counted toward the Individual Limitation.

(b) **Special Rules for Catch-Up Amounts under Multiple 457(b) Plans.** For purposes of applying the Individual Limitation, the Special 457 Catch-Up is taken into account only to the extent that the annual contribution is made for a Participant under a 457(b) plan if permitted under the Special 457 Catch-Up rules. In addition, if a Participant has annual contributions under more than one 457(b) plan and the applicable catch-up amount under the Age 50 Catch-Up and the Special 457 Catch-Up rules is not the same for each such 457(b) plan for the taxable year, the Individual Limitation is determined using the catch-up amount under whichever plan has the largest catch-up amount applicable to the Participant.

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SECTION 6
SPECIAL RULES AFFECTING THIS GOVERNMENTAL 457(b) PLAN

6.01 **Plan Adoption as Governmental Plan.** Only an Employer that is an eligible employer as defined under Code §457(e)(1)(A) may adopt this Plan. As a Governmental Plan, the Plan is not subject to the requirements under Title I of ERISA.

6.02 **Failure to Satisfy Requirements of Code §457(b) Applicable to Governmental Code §457(b) Plans.** If the Plan fails to satisfy any applicable requirement under Code §457(b) or applicable regulations, the Plan is treated as not meeting such requirement as of the first Plan Year beginning more than 180 days after the date of notification by the Internal Revenue Service, unless the Employer corrects the inconsistency before the first day of such Plan Year. The Employer may use any available IRS correction program to fix errors in the Plan's compliance with the requirements under Code §457.

6.03 **Reporting to Internal Revenue Service and Participants.** The Employer will report contributions to the Plan and distributions from the Plan at the time and in the manner prescribed by the Internal Revenue Service.

6.04 **Taxation of Distributions.** Amounts deferred under the Plan are includible in gross income in the taxable year in which the amounts are actually paid from the Plan. See Treas. Reg. §1.457-7 for special rules applicable to Governmental Plans.

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SECTION 7
PARTICIPANT VESTING AND FORFEITURES

7.01 **Vesting of Contributions.** A Participant's vested interest in such Participant's Employer Contribution Account and Matching Contribution Account is determined based on the vesting schedule elected in the Adoption Agreement. A Participant is always fully vested in such Participant's Salary Deferral Account and Rollover Contribution Account.

The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.

7.02 **Vesting Schedules.** A Participant's vested interest in such Participant's Employer Contribution Account and/or Matching Contribution Account is determined by multiplying the Participant's vesting percentage (determined under the applicable vesting schedule selected in AA §8) by the total amount under the applicable Account.

(a) **Vesting schedule.** The Employer may choose any of the vesting schedules described in this subsection (a) as the normal vesting schedule with respect to Employer Contributions.

(1) **Full and immediate vesting schedule.** Under the full and immediate vesting schedule, the Participant is always 100% vested in such Participant's Account Balance.

(2) **3-year cliff vesting schedule.** Under the 3-year cliff vesting schedule, a Participant is 100% vested after 3 Years of Service. Prior to the third Year of Service, the vesting percentage is zero.

(3) **6-year graded vesting schedule.** Under the 6-year graded vesting schedule, a Participant vests in such Participant's Employer Contribution Account and/or Matching Contribution Account in the following manner:

After 2 Years of Service – 20% vesting
After 3 Years of Service – 40% vesting
After 4 Years of Service – 60% vesting
After 5 Years of Service – 80% vesting
After 6 Years of Service – 100% vesting

(4) **Modified vesting schedule.** Under the modified vesting schedule, the Employer may designate the vesting percentage that applies for each Year of Service.

(b) **Special vesting rules.**

(1) **Separate Accounting.** The Plan Administrator will maintain separate accounting for the vested and non-vested portions of any Employer Contribution Account and/or Matching Contribution Account.

(2) **100% vesting upon death, becoming Disabled, or attaining Normal Retirement Age.** The Employer may elect under AA §8-4 to allow a Participant's vesting percentage to automatically increase to 100% if the Participant dies, terminates employment due to becoming Disabled, attains Normal Retirement Age and/or for other designated reasons.

7.03 **Year of Service.** An Employee's position on the vesting schedule is dependent on the Employee's Years of Service with the Employer. Generally, an Employee will earn a vesting Year of Service for each Vesting Computation Period during which the Employee completes at least 1,000 Hours of Service. Alternatively, the Employer may elect under AA §8-5(a) to modify the definition of Year of Service to require completion of any other number of Hours of Service or may elect to calculate Years of Service using the Elapsed Time method (as defined in subsection (b) below).

(a) **Hours of Service.** Unless the Employer elects to use the Elapsed Time method under AA §8-5(c), vesting Years of Service will be determined based on an Employee's Hours of Service earned during the Vesting Computation Period.

(1) **Actual Hours of Service.** In determining an Employee's vesting Years of Service, the Employer will credit an Employee with the actual Hours of Service earned during the Vesting Computation Period, unless the Employer elects under AA §8-5(d) to determine Hours of Service using the Equivalency Method.

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(2) **Equivalency Method.** Instead of counting actual Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period or hours worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(v) **Hours worked.** Under the hours worked Equivalency method, 870 hours worked is treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.

(vi) **Regular time hours.** Under the regular time hours Equivalency Method, 750 regular time hours is treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.

(3) **Employee need not be employed for entire Vesting Computation Period.** If an Employee completes the required Hours of Service during a Vesting Computation Period, the Employee will receive credit for a Year of Service as of the end of such Vesting Computation Period, even if the Employee is not employed for the entire Vesting Computation Period.

(b) **Elapsed Time method.** Instead of using Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(c) to apply the Elapsed Time method for calculating an Employee's vesting service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or Reemployment Commencement Date, if applicable) and ending on the date the Employee begins a Period of Severance which lasts at least 12 consecutive months. In calculating an Employee's aggregate period of service, an Employee receives credit for any Period of Severance that lasts less than 12 consecutive months. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

(1) **Period of Severance.** For purposes of applying the Elapsed Time method, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge.

In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

(2) **Related Employers.** For purposes of applying the Elapsed Time method, service will be credited for employment with any Related Employer.

7.04 **Vesting Computation Period.** Generally, the Vesting Computation Period is the Plan Year. Alternatively, the Employer may elect under AA §8-5(b) to use the 12-month period commencing on the Employee's date of hire (or Reemployment Commencement Date, if applicable) and each subsequent 12-month period commencing on the anniversary of such date or the Employer may elect to use any other 12-consecutive month period as the Vesting Computation Period.

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7.05 **Excluded service.** Generally, all service with the Employer counts for purposes of applying the Plan's vesting schedules. However, the Employer may elect under AA §8-3 to exclude certain service with the Employer in calculating an Employee's vesting Years of Service.

7.06 **Service with Predecessor Employers.** If the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan, unless otherwise specified by the Employer in the Adoption Agreement. If the Employer does not maintain the plan of a Predecessor Employer, service with such Predecessor Employer does not count for vesting purposes under this Section 7, unless the Employer specifically designates under AA §4-5 to credit service with such Predecessor Employer for vesting.

7.07 **Forfeiture of Benefits.** A Participant will forfeit the nonvested portion of such Participant's Employer Contribution and/or Matching Contribution Account at such time as the Plan Administrator determines a forfeiture event has occurred. The Plan Administrator has the responsibility to determine the amount of a Participant's forfeiture. Until an amount is forfeited pursuant to this Section 7.07, a Participant's entire Account must remain in the Plan and continue to share in gains and losses. A Participant will not forfeit any of such Participant's nonvested Account until the occurrence of a total distribution to the Participant or Beneficiary or the occurrence of a distributable event as described under the Plan.

7.08 **Allocation of Forfeitures.** The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under AA §8-6 how forfeitures occurring during a Plan Year will be treated.

(a) **Reallocation as additional contributions.** The Employer may elect in AA §8-6 to reallocate forfeitures as additional contributions under the Plan. If the Employer elects to reallocate forfeitures as additional contributions, the Employer may elect, in its discretion, to allocate such amounts as additional Employer Contributions and/or additional Matching Contributions. Forfeitures allocated under this subsection (a) will be allocated in the same manner as selected under AA §6-3 or AA §6B-2 with respect to the contribution type being allocated. If no allocation method is selected for a particular contribution type, forfeitures will be reallocated as a pro rata allocation (as described in AA §6-3(a)) if such amount is reallocated as an additional Employer Contribution or as a discretionary Matching Contribution (as described in AA §6B-2(a)) if such amount is reallocated as an additional Matching Contribution. In applying the provisions of this subsection (a), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of such Participant's own Account.

(b) **Reduction of contributions.** The Employer may elect in AA §8-6 to use forfeitures to reduce Employer Contributions and/or Matching Contributions under the Plan. If the Employer elects to use forfeitures to reduce contributions, the Employer may, in its discretion, use such forfeitures to reduce Employer Contributions, Matching Contributions, or both. The Employer may adjust its contribution deposits in any manner, provided the total Employer Contributions made for the Plan Year properly take into account the forfeitures that are to be used to reduce such contributions for that Plan Year. If contributions are allocated over multiple allocation periods, the Employer may reduce its contribution for any allocation periods within the Plan Year in which the forfeitures are to be allocated so that the total amount allocated for the Plan Year is proper.

(c) **Payment of Plan expenses.** The Employer may elect under AA §8-6 to first use forfeitures to pay Plan expenses for the Plan Year in which the forfeitures would otherwise be applied. If any forfeitures remain after the payment of Plan expenses under this subsection, the remaining forfeitures will be allocated as selected under AA §8-6.

(d) **Frozen Plans.** If the Plan holds any unallocated forfeitures at the time the Plan is frozen, such forfeitures may be allocated in accordance with this Section 7.08, regardless of any contrary elections under AA §8-6.

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SECTION 8
PLAN DISTRIBUTIONS

A Participant may receive a distribution of such Participant's vested Account Balance at the time and in the manner provided under this Section 8.

8.01 **Distribution Options.** Distributions from the Plan may be made in the form of a lump sum of the Participant's entire vested Account Balance, a single sum distribution of a portion of the Participant's vested Account Balance, installments, annuity payments or other form of distribution, as elected by the Employer under the Agreement. In addition, distribution options may be available as provided under a guaranteed income product to the extent such distribution options are consistent with the requirements of Code §457(b). The Plan Administrator will make distributions to a Participant (or Beneficiary) as soon as administratively feasible after the occurrence of an event, such as Severance from Employment, that allows a Participant or Beneficiary to receive a distribution. The Plan may condition the receipt of a distribution on Participant and/or spousal consent, as specified under AA §9-4.

Subject to the automatic rollover rules under **Section 8.09(f)** of the Plan, a Participant who has a Severance from Employment (or a Beneficiary entitled to a distribution after the death of a Participant) with a vested Account Balance of $5,000 ($7,000, effective for distributions after December 31, 2023) or less generally will receive an Involuntary Cash-Out Distribution in the form of a lump sum distribution. An Involuntary Cash-Out Distribution is any distribution that is made from the Plan without the Participant's consent. If a Participant's vested Account Balance exceeds $5,000 ($7,000, effective for distributions after December 31, 2023), the Participant generally must consent to a distribution from the Plan. The Employer may specify alternative Involuntary Cash-Out Distribution thresholds and Participant and spousal consent requirements for the Plan under AA §9-4 or under separate administrative procedures.

Notwithstanding other provisions of the Plan, the Employer may operate the Plan to provide relief from certain rules relating to in-service distributions and loans for Participants who are victims of certain qualified natural disasters, as set forth under applicable IRS or legislative guidance. The Plan Administrator shall document through administrative procedures or otherwise the manner in which the Plan operationally applied this relief.

8.02 **Amount Eligible for Distribution.** For purposes of determining the amount a Participant may receive as a distribution from the Plan, a Participant's Account Balance is determined as of the Valuation Date that immediately precedes the date the Participant receives a distribution from the Plan. For this purpose, the Participant's Account Balance must be increased for any contributions allocated to the Participant's Account since the most recent Valuation Date and must be reduced for any distributions the Participant received from the Plan since the most recent Valuation Date. A Participant does not share in any allocation of gains or losses attributable to the period between the Valuation Date and the date of the distribution under the Plan, unless the Plan Administrator establishes an alternative policy.

8.03 **Permissible Distribution Events.** A Participant may receive a distribution from the Plan on account of a Severance from Employment. The Employer may, but is not required to, elect under AA §9-2(a) to allow certain in-service distributions. (See **Section 8.06** for the special rules for the distribution of smaller amounts.) However, as required under Code §457(d), in no event may the Plan make distributions earlier than:

(a) The calendar year in which a Participant attains age 59½;

(b) The date a Participant qualifies for an Unforeseeable Emergency distribution, as described under **Section 8.08**;

(c) The date a Participant qualifies for a Qualified Birth or Adoption Distribution, as described under **Section 8.14**;

(d) With respect to amounts invested in a Lifetime Income Investment, as described under **Section 8.15**, the date that is 90 days prior to the date that such Lifetime Income Investment may no longer be held as an investment option under the Plan;

(e) The date a Participant is required to receive a distribution under the required minimum distribution rules in **Section 9** of the Plan;

(f) The date a Participant is treated as having a Severance from Employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §457(d). If an individual elects to receive a distribution while on military leave, the individual may not make Salary Deferrals under the Plan during the 6-month period beginning on the date of the distribution.

(g) The date a Participant qualifies for an Emergency Personal Expense Distribution, as described in **Section 8.18**.

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(h) The date a Participant qualifies for a Domestic Abuse Distribution, as described in **Section 8.19**.

(i) The date a participant qualifies for a Qualified Long-Term Care Distribution, as described in **Section 8.20**. **[Note – Qualified Long-Term Care Distributions are not available until after December 29, 2025.]**

If the Employer does not elect to allow in-service distributions under AA §9-2(a), then no distributions are allowed until a Participant has a Severance from Employment.

8.04 **Severance from Employment.** An Employee has a Severance from Employment if the Employee dies, retires or otherwise has a severance from employment. In general, an Independent Contractor is considered to have a Severance from Employment upon the expiration of the contract under which services are performed for the Employer, if the expiration constitutes a good faith and complete termination of the contractual relationship.

8.05 **Distribution Upon Death.** Upon death and subject to the required minimum distribution rules in **Section 9**, a Participant's vested Account Balance will be distributed to the Participant's Beneficiary(ies) in accordance with this Section. The form of benefit payable with respect to a deceased Participant will depend on whether the Participant dies before or after distribution of such Participant's Account Balance has commenced.

(a) **Death after commencement of benefits.** Subject to the required minimum distribution rules under Code §401(a)(9), if a Participant begins receiving a distribution of benefits under the Plan, and subsequently dies prior to receiving the full value of such Participant's vested Account Balance, the remaining benefit may continue to be paid to the Participant's Beneficiary(ies) in accordance with the form of payment that has already commenced. Alternatively, the Plan Administrator, in its discretion, may cash-out the remaining value of the Participant's benefit without the consent of the Beneficiary(ies).

(b) **Death before commencement of benefits.** If a Participant dies before commencing distribution of benefits under the Plan, the Participant's Beneficiary(ies) will receive an Involuntary Cash-Out Distribution, unless elected otherwise under AA §9-4 or under separate administrative procedures. In no event will any death benefit be paid in a manner that is inconsistent with the required minimum distribution rules under Code §401(a)(9).

(c) **Determining a Participant's Beneficiary.** The determination of a Participant's Beneficiary(ies) to receive any death benefits under the Plan will be based on the Participant's Beneficiary designation under the Plan. If a Participant does not designate a Beneficiary to receive the death benefits under the Plan, distribution will be made to the default Beneficiaries, as set forth in subsection (3) below.

(1) **Post-retirement death benefit.** If a Participant dies after commencing distribution of benefits under the Plan (but prior to receiving a distribution of such Participant's entire vested Account Balance under the Plan), the Beneficiary of any post-retirement death benefit is determined in accordance with the Beneficiary selected under the distribution options in effect prior to death.

(2) **Pre-retirement death benefit.** If a Participant dies before commencing distribution of such Participant's benefits under the Plan, the surviving spouse (determined at the time of the Participant's death) will be treated as the sole Beneficiary, unless:

(i) there is a valid contrary Beneficiary designation,

(ii) there is no surviving spouse, or

(iii) the spouse makes a valid disclaimer.

(3) **Default beneficiaries.** To the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rule discussed above) and is not designated under the terms of this Plan or the Adoption Agreement to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death) who shall be considered the Designated Beneficiary. If a Participant is legally divorced, the former spouse is not considered the default Beneficiary. If the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate. The Employer may modify the default beneficiary rules described in this subparagraph under AA §9-6.

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(4) **Identification of Beneficiaries.** The Plan Administrator may request proof of the Participant's death and may require the Beneficiary to provide evidence of such Participant's right to receive a distribution from the Plan in any form or manner the Plan Administrator may deem appropriate. The Plan Administrator's determination of the Participant's death and of the right of a Beneficiary to receive payment under the Plan shall be conclusive. If a distribution is to be made to a minor or incompetent Beneficiary, payments may be made to the person's legal guardian, conservator recognized under state law, or custodian in accordance with the Uniform Gifts to Minors Act or similar law as permitted under the laws of the state where the Beneficiary resides. The Plan Administrator or Trustee will not be liable for any payments made in accordance with this subsection (4) and will not be required to make any inquiries with respect to the competence of any person entitled to benefits under the Plan.

(5) **Death of Beneficiary.** Unless specified otherwise in the Participant's Beneficiary designation form or under AA §9-6, if a Beneficiary does not predecease the Participant but dies before distribution of the death benefit is made to the Beneficiary, the death benefit will be paid to the Beneficiary's estate. If the Participant and the Participant's Beneficiary die simultaneously and the Participant's Beneficiary designation form does not address simultaneous death, the determination of the death beneficiary will be determined under any state simultaneous death laws, to the extent applicable. If no applicable state law applies, the death benefit will be paid to the any contingent beneficiaries named under the Participant's beneficiary designation. If there are no contingent beneficiaries, the death benefit will be paid to the Participant's default beneficiaries, as described in subsection (3).

(6) **Divorce from Spouse.** If a Participant designates such Participant's spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and spouse are divorced, the designation of the spouse as Beneficiary under the Plan is automatically rescinded unless specifically provided otherwise under the Plan, a divorce decree or QDRO, or unless the Participant enters into a new Beneficiary designation naming the prior spouse as Beneficiary. In addition, the provisions under this subsection (6) will not apply if the Participant has entered into a Beneficiary designation that specifically overrides the provisions of this subsection (6).

(d) **Slayer Rule.** Notwithstanding anything to the contrary in the Plan, if the Plan Administrator receives notice prior to distribution of a Participant's vested Account Balance that an individual is responsible for the death of such Participant, then no payment of benefits with respect to such Participant will be made under any provision of the Plan to such individual. An individual will be treated as being responsible for the death of a Participant for purposes of the foregoing sentence only if, by virtue of such individual's involvement in the death of the Participant, such individual's entitlement to any interest in assets of the deceased could be denied (whether or not there is in fact any such entitlement) under any applicable state law, including, without limitation, laws governing intestate succession, wills, jointly-owned property, bonds, and life insurance. For purposes of the Plan, any such responsible individual will be deemed to have predeceased the Participant. The Plan Administrator shall withhold distribution of benefits otherwise payable under the Plan for such period of time as is necessary or appropriate under the circumstances to make a determination with regard to the application of this section.

8.06 **Distributions of Smaller Amounts.** The Employer may elect under the AA §9-2(c) to allow for distribution of all or a portion of the Participant's Account Balance, provided the conditions set forth under subsection (a) are satisfied.

(a) **Conditions for Distribution.** In order for a Plan to make distributions under this Section 8.06, the following conditions must be satisfied: (i) the Participant's total Account Balance which is not attributable to rollover contributions is not in excess of $5,000 (or $7,000, effective for distributions made after December 31, 2023) (or such other dollar limit specified under Code §411(a)(11)(A)), (ii) the Participant has not received an Employer Contribution or made a Salary Reduction Contribution during the two-year period ending on the date of distribution and (iii) the Plan has not made a prior distribution to the Participant under this Section 8.06.

(b) **Participant Election.** The Employer may elect under the AA §9-2(c) to allow a Participant to receive a distribution under this Section 8.06 at the Participant's (or Beneficiary's) request, provided the conditions in subsection (a) are satisfied.

8.07 **Distributions under a Qualified Domestic Relations Order.** The plan may make distributions to an Alternate Payee pursuant to a Qualified Domestic Relations Order (as described in Section 11.06 of the Plan, even if the amounts subject to the QDRO are not otherwise distributable.

8.08 **Unforeseeable Emergency Distribution.** If elected by the Employer in AA§9-2, a Participant may receive an in-service distribution on account of an Unforeseeable Emergency. If elected under AA §9-2(a)(3), Participants who receive a distribution on the occurrence of an Unforeseeable Emergency may not make Salary Deferrals to the Plan for a period of six (6) months after the date of the Unforeseeable Emergency distribution.

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(a) **Amount available for distribution.** A Participant may receive a distribution on account of an Unforeseeable Emergency of any portion of such Participant's vested benefit (including earnings thereon) up to the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

(b) **Definition of Unforeseeable Emergency.** An Unforeseeable Emergency is a severe financial hardship resulting from (i) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse or the Participant's or Beneficiary's dependent; (ii) loss of the Participant's or Beneficiary's property due to casualty; or (iii) similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary (such as the need to pay medical expenses or funeral expenses). Imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence; the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication; the need to pay for the funeral expenses of a spouse or a dependent (as defined in IRC §152(a)) may constitute Unforeseeable Emergencies. However, the purchase of a home and the payment of college tuition generally are not Unforeseeable Emergencies. The Plan Administrator will determine based on relevant facts and circumstances whether a Participant or Beneficiary is faced with an Unforeseeable Emergency permitting a distribution.

(c) **Availability of Other Resources.** The Plan may not make a distribution on account of an Unforeseeable Emergency to the extent that the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant's assets without causing financial hardship; or by cessation of Salary Deferrals under the Plan.

(d) **Employee certification.** In determining whether a distribution to a Participant is made when the Participant is faced with an Unforeseeable Emergency, the Plan Administrator may (but is not required to) rely on a written certification by the Participant that the distribution is: (1) made when the Participant is faced with an Unforeseeable Emergency of a type which is described in Section 8.08(b) of the Plan; (2) not in excess of the amount required to satisfy the emergency need; and (3) that the Participant has no alternative means reasonably available to satisfy such emergency need. This Section 8.08(d) will be administered consistent with any applicable guidance or regulations issued by the Internal Revenue Service.

8.09 **Direct Rollovers.** Notwithstanding any provision in the Plan to the contrary, a Participant may elect to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. If a Participant elects a Direct Rollover of only a portion of an Eligible Rollover Distribution, the Plan Administrator may require that the amount being rolled over equals at least $500.

For purposes of this Section 8.09, a Participant includes a Participant or former Participant. In addition, this Section applies to any distribution from the Plan made to a Participant's surviving spouse or to a Participant's spouse or former spouse who is the Alternate Payee under a QDRO.

If it is reasonable to expect (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200, the Employer need not offer the Participant a Direct Rollover option with respect to such distribution.

(a) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of a Participant's Account Balance, except for the following distributions:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or Life Expectancy) of the Participant or the joint lives (or joint Life Expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten years or more;

(2) any distribution to the extent such distribution is a required minimum distribution under **Section 9**;

(3) the portion of any distribution that is not includible in gross income;

(4) any distribution if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200; or

(5) the portion of any distribution that is a distribution of excess deferrals as described under **Section 5.05**; or

(6) a distribution on account of an Unforeseeable Emergency.

(b) **Eligible Retirement Plan.** An Eligible Retirement Plan is:

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(1) an individual retirement account described in §408(a) of the Code;

(2) an individual retirement annuity described in §408(b) of the Code;

(3) an annuity plan described in §403(a) of the Code;

(4) a qualified plan described in §401(a) of the Code;

(5) a tax sheltered annuity plan described in §403(b) of the Code;

(6) a governmental 457 plan described in §457(b) of the Code; or

(7) Any other eligible retirement plan designated under Code §402(c)(8)(B).

(c) **Direct Rollover.** A Direct Rollover is a payment made directly from the Plan to the Eligible Retirement Plan specified by the Participant (or surviving spouse). The Plan Administrator may develop reasonable procedures for accommodating Direct Rollover requests.

(d) **Direct Rollover notice.** A Participant entitled to an Eligible Rollover Distribution must receive a written explanation of such Participant's right to a Direct Rollover, the tax consequences of not making a Direct Rollover, and, if applicable, any available special income tax elections. The notice must be provided within 30 – 180 days prior to the date of distribution. The Direct Rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

(e) **Direct Rollover by Non-Spouse Beneficiary.** A non-spouse beneficiary (as defined in Code §401(a)(9)(E)) may elect to directly rollover an eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b). In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution (as defined in Code §402(c)). A non-spouse beneficiary rollover is subject to the rules under Code §457(e)(16) relating to the application of Code §402(c) and Code §402(f).

(f) **Automatic Rollovers.**

(1) **Automatic Rollover requirements.** If a Participant is entitled to an Involuntary Cash-Out Distribution (as defined in subsection (2)), and the Participant does not elect to receive a distribution of such amount (either as a Direct Rollover to an Eligible Retirement Plan or as a direct distribution to the Participant), then the Plan Administrator may pay the distribution in a Direct Rollover to an individual retirement plan (IRA) designated by the Plan Administrator. (The Automatic Rollover provisions under this subsection apply to any Involuntary Cash-Out Distribution for which the Participant fails to consent to a distribution, without regard to whether the Participant can be located.)

(2) **Involuntary Cash-Out Distribution.** An Involuntary Cash-Out Distribution is any distribution that is made from the Plan without the Participant's consent. Unless elected otherwise under AA §9-4(a)(3), an Involuntary Cash-Out Distribution, for purposes of applying the Automatic Rollover requirements, does not include any amounts below $1,000.

(3) **Treatment of Rollover Contributions.** Unless elected otherwise under AA §9-4(a)(5), for purposes of determining whether a mandatory distribution is greater than $1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is excluded.

8.10 **Sources of Distribution.** Unless provided otherwise in separate administrative provisions adopted by the Plan Administrator, in applying the distribution provisions under this Article 8, distributions will be made on a pro rata basis from all Accounts from which a distribution is permitted under this Article. Alternatively, the Plan Administrator may permit Participants to direct the Plan Administrator as to which Account the distribution is to be made. Regardless of a Participant's direction as to the source of any distribution, the tax effect of such a distribution will be governed by Code §457 and the regulations there under. Nothing in this Article precludes the Plan from making a distribution in the form of property, or other in-kind distribution.

8.11 **Transfers from the Plan to another Code §457(b) Plan.** The Plan may provide for the transfer of all or a portion of a Participant's (or Beneficiary's) vested Account Balance to another eligible governmental plan within the meaning of Code §457(b) and Treasury Regulation §1.457-2(f) if the conditions below are satisfied: Upon the transfer of assets under this Section, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of

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the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for example, to confirm that the receiving plan is an eligible governmental plan, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. §1.457-10 (b).

(a) Requirements for post-severance plan-to-plan transfers among eligible governmental plans. A transfer from this Plan to another eligible governmental plan is permitted if the following conditions are met:

(1) The receiving plan provides for the receipt of transfers;

(2) The Participant or Beneficiary whose amounts are being transferred will have an amount immediately after the transfer at least equal to the amount with respect to that Participant or Beneficiary immediately before the transfer; and

(3) The participant has had a Severance from Employment with the Employer and is performing services for the entity maintaining the receiving plan.

(b) Requirements for plan-to-plan transfers of all plan assets of eligible governmental plan. A transfer from the Plan to another eligible governmental plan is permitted if the following conditions are met:

(1) The transfer is from the Plan an eligible governmental plan to another eligible governmental plan within the same State;

(2) All of the assets held by the Plan are transferred;

(3) The receiving plan provides for the receipt of transfers;

(4) The Participant or Beneficiary whose amounts deferred are being transferred will have an amount immediately after the transfer at least equal to the amount with respect to that Participant or Beneficiary immediately before the transfer; and

(5) The Participants or Beneficiaries whose amounts are being transferred are not eligible for additional contributions in the receiving plan unless they are performing services for the entity maintaining the receiving plan.

(c) Requirements for plan-to-plan transfers among eligible governmental plans of the Employer. A transfer from the Plan to another eligible governmental plan is permitted if the following conditions are met:

(1) The transfer is to another eligible governmental plan of the Employer;

(2) The receiving plan provides for the receipt of transfers;

(3) The Participant or Beneficiary whose amounts are being transferred will have an amount immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer; and

(4) The Participant or Beneficiary whose amounts are being transferred is not eligible for additional contributions in the receiving plan unless the Participant or Beneficiary is performing services for the entity maintaining the receiving plan.

8.12 **Permissive Service Credit Transfers.** If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant, if permitted by the Employer, may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan (without regard to whether the defined benefit governmental plan is maintained by the Employer). A transfer under this Section may be made before the Participant has had a Severance from Employment. A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code §415 does not apply by reason of Code §415(k)(3).

8.13 **Qualified Distributions for Retired Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect, after Severance from Employment, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or

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group health plan. The distribution shall be excluded from the Participant's gross income to the extent that the aggregate amount of the distribution does not exceed the lesser of the amount used to pay the qualified health insurance premiums of the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code §152), or $3,000, determined by aggregating all distributions with respect to the Participant that are used to pay qualified health insurance premiums from all eligible retirement plans of the Employer.

(a) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code Section 152) by an accident or health insurance plan (including under a self-insured plan) or qualified long-term care insurance contract (within the meaning of Code Section 7702B(b)).

(b) **Eligible retired public safety officer.** The term "eligible retired public safety officer" means an individual who separated from service, either by reason of disability or after attainment of Normal Retirement Age, as a public safety officer with the Employer. For this purpose, a public safety officer is an individual serving the Employer in an official capacity, with or without compensation, as a law enforcement officer, a firefighter, a chaplain, or a member of a rescue squad or ambulance crew.

8.14 **Qualified Birth or Adoption Distributions.** Effective no earlier than for Plan Years beginning after December 31, 2019, if elected under AA §9-2(a), the permissible in-service distribution events may include Qualified Birth or Adoption Distributions. Under AA §9-3, the Plan may prohibit Participants who have terminated employment from taking Qualified Birth or Adoption Distributions.

(a) **Definitions.**

(1) **Qualified Birth or Adoption Distribution.** A Qualified Birth or Adoption Distribution (as defined under Code §72(t)(2)(H)(iii)(I)) is a distribution from the Plan to an individual if made during the one-year period beginning on the date on which a child of the individual is born or on which the legal adoption by the individual of an Eligible Adoptee is finalized.

(2) **Eligible Adoptee.** An Eligible Adoptee (as defined under Code §72(t)(2)(H)(iii)(II)) is any individual (other than a child of the Employee's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The determination of whether an individual is physically or mentally incapable of self-support is made in the same manner as the determination of whether an individual is disabled under Code §72(m)(7), which defines when an individual is disabled for purposes of the exception to the 10% additional tax under Code §72(t)(2)(A)(iii).

(b) **$5,000 limitation.** The Plan is not treated as violating any Code requirement merely because it treats a distribution (that would otherwise be a Qualified Birth or Adoption Distribution) to an individual as a Qualified Birth or Adoption Distribution, provided that the aggregate amount of such distributions to that individual from all plans maintained by the Employer does not exceed $5,000.

(1) Each parent may receive a Qualified Birth or Adoption Distribution of up to $5,000 with respect to the same child or Eligible Adoptee.

(2) An individual is permitted to receive Qualified Birth or Adoption Distributions with respect to the birth of more than one child or the adoption of more than one Eligible Adoptee if the distributions are made during the 1-year period following the date on which the children are born or the legal adoption for the Eligible Adoptees is finalized.

(c) **Recontributions to applicable Eligible Retirement Plans.** Any portion of a Qualified Birth or Adoption Distribution may, at any time during the 3-year period beginning on the day after the date on which such distribution was received, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. (With respect to any Qualified Birth or Adoption Distribution made on or before December 29, 2022, a Participant may recontribute any portion of the Qualified Birth or Adoption Distribution after such distribution and before January 1, 2026.) If the Employer adds the ability for Plan Participants to receive Qualified Birth or Adoption Distributions to the Plan, a Participant who has received a Qualified Birth or Adoption Distribution may recontribute, up to the amount that was distributed from the Plan to the Participant, provided the Participant otherwise is eligible to make contributions (other than recontributions of Qualified Birth or Adoption Distributions) to the Plan. In the case of a recontribution made with respect to a Qualified Birth or Adoption Distribution from an applicable Eligible Retirement Plan other than an IRA, an individual is treated as having received the distribution as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

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(d) **Other applicable rules.** The following rules apply to Qualified Birth or Adoption Distributions:

(1) A distribution to an individual will not be treated as a Qualified Birth or Adoption Distribution with respect to any child or Eligible Adoptee unless the individual includes the name, age, and the Taxpayer Identification Number (TIN) of the child or Eligible Adoptee on the individual's tax return.

(2) A Qualified Birth or Adoption Distribution is includible in gross income, but it is not subject to the 10% additional tax under Code §72(t)(1).

(3) In making a determination whether an individual is eligible for a Qualified Birth or Adoption Distribution, the Employer or Plan Administrator is permitted to rely on reasonable representations from the individual, unless the Employer or Plan Administrator has actual knowledge to the contrary.

(4) A Qualified Birth or Adoption Distribution is not treated as an Eligible Rollover Distribution for purposes of the direct rollover rules of Code §401(a)(31), the notice requirement under Code §402(f), and the mandatory withholding rules under Code §3405.

8.15 **Portability of lifetime income options.** Effective for Plan Years beginning after December 31, 2019 and as provided under Code §457(d)(1)(A)(iv), the Plan may allow a Qualified Distribution of a Lifetime Income Investment and a distribution of a Lifetime Income Investment in the form of a Qualified Plan Distribution Annuity Contract, provided such distribution is made within the 90-day period ending on the date when the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. The Plan Administrator may administratively apply the rules of Code §457(d)(1)(A)(iv) to any applicable Plan investment meeting the definition of a Lifetime Income Investment.

Definitions.

(a) **Qualified Distribution.** A Qualified Distribution is a direct trustee-to-trustee transfer to an Eligible Retirement Plan.

(b) **Lifetime Income Investment.** A Lifetime Income Investment, as defined under Code §401(a)(38)(B)(ii), is an investment option designed to provide an Employee with election rights (1) that are not uniformly available with respect to other investment options under the Plan and (2) that are rights to a Lifetime Income Feature available through a contract or other arrangement offered under the Plan, as defined under Code §401(a)(38)(B)(ii). The Plan Administrator will determine whether an investment option under the Plan is a Lifetime Income Investment.

(c) **Lifetime Income Feature.** As defined under Code §401(a)(38)(B)(iii), a Lifetime Income Feature is (1) a feature that 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 (2) 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.

(d) **Qualified Plan Distribution Annuity Contract.** A Qualified Plan Distribution Annuity Contract is an annuity contract purchased for a Participant and distributed to the Participant by the Plan, as defined under Code §401(a)(38)(B)(iv).

8.16 **Special Disaster-Related Rules under the Taxpayer Certainty and Disaster Tax Relief Act of 2020.** This Section 8.16 incorporates the provisions of the Taxpayer Certainty and Disaster Tax Relief Act of 2020 §302 relating to special disaster-related rules applicable to governmental Code §457(b) plans. The provisions of this Section 8.16 apply only to the extent a distribution or loan was made to a qualified individual as provided under Disaster Tax Relief Act of 2020 §302. If the Plan did not operationally apply the rules under this Section 8.16, such provisions do not apply to the Plan. The Plan Administrator documented through administrative procedures (including designating accounts from which special disaster-related distributions and loans could have been taken) or otherwise the manner in which the Plan operationally applied the rules under this Section 8.16. To the extent this Section 8.16 applies to the Plan, these provisions supersede any inconsistent provisions of the Plan or loan program. The Plan Administrator

(a) **Eligibility for Qualified Disaster Distribution.** If administratively permitted by the Plan Administrator, a Participant could have taken a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definitions.**

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(i) **Qualified Disaster Distribution.** A Qualified Disaster Distribution (as defined under the Disaster Tax Relief Act of 2020 §302(a)(4)(A)) is a distribution from the Plan made:

(A) on or after the first day of the Incident Period of a Qualified Disaster and before June 25, 2021, and

(B) to an individual whose principal place of abode at any time during the Incident Period of such Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster and who had sustained an economic loss by reason of such Qualified Disaster.

(ii) **Qualified Disaster Area.** A Qualified Disaster Area is any area with respect to which a major disaster was declared, during the period that began on January 1, 2020, and ended on February 25, 2021, by the President under Robert T. Stafford Disaster Relief and Emergency Assistance Act §401 if the Incident Period of the disaster with respect to which such declaration was made began on or after December 28, 2019, and ended on or before December 27, 2020. Such term did not include any area with respect to which such a major disaster had been so declared only by reason of COVID–19.

(iii) **Qualified Disaster.** A Qualified Disaster is, with respect to any Qualified Disaster Area, the disaster by reason of which a major disaster was declared with respect to such area.

(iv) **Incident Period.** An Incident Period is, with respect to any Qualified Disaster, the period specified by the Federal Emergency Management Agency as the period during which such disaster occurred (except that such period shall not be treated as ending after January 26, 2021).

(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group which includes the Employer) could not have exceeded the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions received by such individual for all prior taxable years.

(3) **Qualified Disaster Distributions treated as meeting certain Plan distribution requirements.** A Qualified Disaster Distribution is treated as meeting the requirements of Code §457(d)(1)(A).

(b) **Repayment of Qualified Disaster Distribution.** As provided under the Disaster Tax Relief Act of 2020 §302(a)(3), a Participant who received a Qualified Disaster Distribution from the Plan or another eligible retirement plan (as defined in Code §402(c)(8)(B)) may, at any time during the three-year period beginning on the day after the receipt of such distribution, make one or more Rollover Contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This subsection (b) only applies if the Plan permits Rollover Contributions.

(c) **Special Loan Rules.** As provided under the Disaster Tax Relief Act of 2020 §302(c), the Plan Administrator could (but was not required to) revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for a Qualified Individual during the 180-day period beginning on December 27, 2020, the loan limit under Code §72(p)(2)(A) could have been applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A)(ii) could have been applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance." A Qualified Individual for this purpose was any Participant whose principal place of abode at any time during the Incident Period of any Qualified Disaster was located in the Qualified Disaster Area with respect to such Qualified Disaster, and who had sustained an economic loss by reason of such Qualified Disaster.

(2) **Delayed loan repayment date.** If a Qualified Individual (as defined in Section 8.16(c)(1) above) had an outstanding Participant loan on or after the first day of the Incident Period of a Qualified Disaster and ending on the date which is 180 days after the last day of the Incident Period:

(i) The due date for repayment of the Participant loan could have been delayed for one year;

(ii) any subsequent repayments with respect to such loan could have been appropriately adjusted to reflect the delay in the due date under Section 8.16(c)(2)(i) and any interest accruing during such delay; and

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(iii) in determining the five-year period and the term of the loan under Code §72(p)(2)(B) and (C), the one-year delay period described in Section 8.16(c)(2)(i) could have been disregarded.

8.17 **Qualified Disaster Recovery Distributions and loans from the Plan.** This Section 8.17 incorporates §331 of SECURE 2.0 relating to special disaster-related rules for retirement plans. The provisions of this Section 8.17 will apply only to the extent a distribution or loan has been made to a qualified individual as provided under SECURE 2.0. If the Plan does not operationally apply the rules under this Section 8.17, such provisions do not apply to the Plan. The Plan Administrator must document under administrative procedures the operational application of this Section 8.17. To the extent this Section 8.17 applies to the Plan, the provisions of this Section 8.17 supersede any inconsistent provisions of the Plan or loan program.

(a) **Eligibility for Qualified Disaster Recovery Distribution.** A qualified individual (as determined under Section 8.17(a)(1)(i) below) may, if permitted by the Plan Administrator, take a Qualified Disaster Recovery Distribution without regard to other distribution restrictions otherwise applicable under the Plan.

(1) **Definitions**

(i) **Qualified Disaster Recovery Distribution.** A Qualified Disaster Recovery Distribution is a distribution made (1) on or after the first day of the Incident Period of the applicable Qualified Disaster and before 180 days after the Applicable Date with respect to such disaster and (2) to a qualified individual whose principal place of abode at any time during the incident period of such Qualified Disaster is located in the Qualified Disaster Area with respect to such Qualified Disaster and who has sustained an economic loss by reason of such Qualified Disaster.

(ii) **Qualified Disaster.** Qualified Disaster is any disaster with respect to which a major disaster has been declared by the President under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.

(iii) **Qualified Disaster Area.** A Qualified Disaster Area is, with respect to any Qualified Disaster, the area with respect to which the major disaster was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

(iv) **Incident Period.** The Incident Period is, with respect to any Qualified Disaster, the period specified by the Federal Emergency Management Agency as the period during which such disaster occurred.

(v) **Applicable Date.** The Applicable Date is the latest of: (1) December 29, 2022; (2) the first day of the Incident Period with respect to the Qualified Disaster, or (3) the date of the disaster declaration with respect to the Qualified Disaster.

(2) **Limit on amount of Qualified Disaster Recovery Distributions.** The aggregate amount of Qualified Disaster Recovery Distributions received by an individual (from all plans maintained by the Employer, including any Related Employer) may not exceed $22,000 with respect to the same Qualified Disaster.

(b) **Repayment of Qualified Disaster Recovery Distribution.** A Participant who received a Qualified Disaster Recovery Distribution from the Plan may, at any time during the 3-year period beginning on the day after the receipt of such distribution, make one or more rollover contributions to an Eligible Retirement Plan (including this Plan) in an aggregate amount that does not exceed the amount of such Qualified Disaster Recovery Distribution. This subsection (b) only applies if the Eligible Retirement Plan permits rollover contributions.

(c) **Special Loan Rules.** As provided under Code §72(p)(6) as added by §331(c) of SECURE 2.0, the Plan Administrator is authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for qualified individuals during the applicable periods (as provided for under Code §72(p)(6)(A)), the loan limit under Code §72(p)(2)(A) shall be applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A) (ii) may be applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a qualified individual has an outstanding Participant loan on or after the qualified beginning date (as provided under Code §72(p)(6)(B)), and the due date for repayment of such loan

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occurs during the applicable period beginning on the qualified beginning date (as described under the applicable disaster relief law):

(i) the due date for repayment of the Participant loan shall be delayed for one year;

(ii) any subsequent repayments with respect to such loan shall be appropriately adjusted to reflect the delay in the due date under subsection (i) and any interest accruing during such delay; and

(iii) in determining the five-year period and the term of the loan under Code §72(p)(2)(B) and (C), the one-year delay period described in subsection (i) shall be disregarded.

8.18 **Emergency Personal Expense Distributions.** Effective for distributions after December 31, 2023, the Employer may elect under AA §9-2 to allow Emergency Personal Expense Distributions.

(a) **Definition of Emergency Personal Expense Distribution.** The term Emergency Personal Expense Distribution means any distribution from the Plan to a Participant for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. The Plan Administrator may rely on a Participant's written certification that such Participant satisfies the conditions of the preceding sentence in determining whether any distribution is an Emergency Personal Expense Distribution.

(b) **Limits and other rules applicable to Emergency Personal Expense Distributions.**

(1) **Annual Limitation.** The Plan may treat only one distribution per calendar year as an Emergency Personal Expense Distribution.

(2) **Dollar Limitation.** The amount which the Plan may treat as an Emergency Personal Expense Distribution by any Participant in any calendar year shall not exceed the lesser of $1,000 or an amount equal to the excess of:

(i) the individual's total nonforfeitable Account Balance, determined as of the date of each such distribution, over

(ii) $1,000.

(3) **Participant may repay amount distributed.** Any portion of an Emergency Personal Expense Distribution may, at any time during the 3-year period beginning on the day after the date on which such distribution was received, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. If the Employer adds the ability for Plan Participants to receive Emergency Personal Expense Distributions to the Plan, a Participant who has received an Emergency Personal Expense Distribution may recontribute, up to the amount that was distributed from the Plan to the Participant, provided the Participant otherwise is eligible to make contributions (other than recontributions of Emergency Personal Expense Distributions) to the Plan. In the case of a recontribution made with respect to an Emergency Personal Expense Distribution from an applicable Eligible Retirement Plan other than an IRA, an individual is treated as having received the distribution as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(4) **Limitation on subsequent distributions.** If a Participant's distribution is treated as an Emergency Personal Expense Distribution in any calendar year, no amount may be treated as such a distribution during the immediately following three (3) calendar years with respect to the Plan unless:

(i) such previous distribution is fully repaid to the Plan pursuant, or

(ii) the aggregate of the Salary Deferrals, Matching Contributions and Employer Contributions to the Plan subsequent to such previous distribution is at least equal to the amount of such previous distribution which has not been so repaid.

(5) **Exemption Of Distributions From Trustee To Trustee Transfer And Withholding Rules.** For purposes of Code §§401(a)(31), 402(f), and 3405, an Emergency Personal Expense Distribution shall not be treated as an Eligible Rollover Distribution.

8.19 **Domestic Abuse Distributions.** Effective for distributions after December 31, 2023, the Employer may elect

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under AA §9-2 to allow Domestic Abuse Distributions.

(a) **Definition of Domestic Abuse Distribution.** The term Domestic Abuse Distribution is a distribution made to a Participant during the 1-year period beginning on any date on which the Participant is a victim of Domestic Abuse by a spouse or a domestic partner. The Plan Administrator may rely on a Participant's written certification that such Participant satisfies the conditions of receiving a Domestic Abuse Distribution.

(b) **Definition of Domestic Abuse.** The term Domestic Abuse means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

(c) **Limits and other rules applicable to Domestic Abuse Distributions.**

(1) **Limitation.** The aggregate amount which may be treated as a Domestic Abuse Distribution to a Domestic Abuse victim by any individual shall not exceed an amount equal to the lesser of:

(i) $10,000 (adjusted for inflation after 2024), or

(ii) 50 percent of the victim's nonforfeitable Account Balance under the Plan.

(2) **Participant may repay amount distributed.** Any portion of a Domestic Abuse Distribution may, at any time during the 3-year period beginning on the day after the date on which such distribution was received, be recontributed to an applicable Eligible Retirement Plan to which an Eligible Rollover Distribution can be made. If the Employer adds the ability for Plan Participants to receive Domestic Abuse Distributions to the Plan, a Participant who has received a Domestic Abuse Distribution may recontribute, up to the amount that was distributed from the Plan to the Participant, provided the Participant otherwise is eligible to make contributions (other than recontributions of Domestic Abuse Distributions) to the Plan. In the case of a recontribution made with respect to a Domestic Abuse Distribution from an applicable Eligible Retirement Plan other than an IRA, an individual is treated as having received the distribution as an Eligible Rollover Distribution (as defined in Code §402(c)(4)) and as having transferred the amount to an applicable Eligible Retirement Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

8.20 **Qualified Long-Term Care Distributions.** Effective for distributions after December 29, 2025, the Employer may elect under AA §9-2 to allow Qualified Long-Term Care Distributions.

(a) **Definition of Qualified Long-Term Care Distribution.** The term Qualified Long-Term Care Distribution' means so much of the distributions made during the taxable year as does not exceed, in the aggregate, the least of the following:

(1) The amount paid by or assessed to the Employee during the taxable year for or with respect to Certified Long-Term Care Insurance for the Employee or the Employee's Spouse (or other family member of the Employee as provided by the Secretary of the Treasury.

(2) An amount equal to 10% of the nonforfeitable Account Balance of the Employee under the Plan.

(3) $2,500 (adjusted for inflation).

(b) **Definition of Certified Long-Term Care Insurance.** The term Certified Long-Term Care Insurance means:

(1) A qualified long-term care insurance contract (as defined in Code §7702B(b)) covering qualified long-term care services (as defined in Code §7702B(c)),

(2) Coverage of the risk that an insured individual would become a chronically ill individual (within the meaning of Code §101(g)(4)(B)) under a rider or other provision of a life insurance contract which satisfies the requirements of Code §101(g)(3) (determined without regard to subparagraph (D) thereof), or

(3) Coverage of qualified long-term care services under a rider or other provision of an insurance or annuity contract which is treated as a separate contract under Code §7702B(e) and satisfies the requirements of Code §7702B(g). Such coverage must provide meaningful financial assistance in the event the insured needs home based or nursing home care. Coverage shall not be deemed to provide meaningful financial assistance unless

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benefits are adjusted for inflation and consumer protections are provided, including protection in the event the coverage is terminated.

(c) **Long-Term Care Premium Statement.** No distribution shall be treated as a Qualified Long-Term Care Distribution unless a Long-Term Care Premium Statement with respect to the Employee has been filed with the Plan. A Long-Term Care Premium Statement is a statement provided by the issuer of long-term care coverage, upon request by the owner of such coverage, which includes (1) the name and taxpayer identification number of such issuer, (2) a statement that the coverage is Certified Long-Term Care Insurance, (3) identification of the Employee as the owner of such coverage, (4) identification of the individual covered and such individual's relationship to the Employee, (5) the premiums owed for the coverage for the calendar year, and (6) such other information as the Secretary of the Treasury may require. A Long-Term Care Premium Statement will be accepted only if the issuer has completed a disclosure to the Secretary of the Treasury for the specific coverage product to which the statement relates.

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SECTION 9
REQUIRED MINIMUM DISTRIBUTIONS

A Participant's entire interest under the Plan will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined in subsection **9.03(f)**). All distributions required under this Section 9 will be determined and made in accordance with Code §401(a)(9) and applicable regulations. For purposes of applying the required minimum distribution rules under this Section 9, any distribution made in a form other than a lump sum must be made over one of the following periods (or a combination thereof): (1) the life of the Participant; (2) the life of the Participant and a Designated Beneficiary; (3) a period certain not extending beyond the life expectancy of the Participant; or (4) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a Designated Beneficiary.

The required minimum distribution rules under this Section 9 are intended to reflect the amendments made to Code §401(a)(9) by the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) and should be interpreted consistent with Code §401(a)(9), as amended, and applicable regulatory guidance. The requirements of Code §401(a)(9) as in effect pursuant to the SECURE Act and as interpreted by applicable regulatory guidance are incorporated by reference into this Section 9. The Plan Administrator may adopt administrative procedures relating to required minimum distributions consistent with Code §401(a)(9) and applicable regulatory guidance. The Plan Administrator also may apply the rules relating to required minimum distributions enacted under SECURE 2.0.

9.01 Required Minimum Distributions during Participant's lifetime.

(a) **Amount of Required Minimum Distribution for each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, Q&A-3, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) **Lifetime Required Minimum Distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 9.01 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

9.02 Required Minimum Distribution Rules After Participant's Death. Effective for distributions with respect to Employees who die after December 31, 2021, the SECURE Act amendments to Code §401(a)(9) apply to required minimum distributions. For Employees who died before January 1, 2022, the Code §401(a)(9) rules effective before the effective date of the SECURE Act apply.

(a) **10-year rule.** As provided under Code §401(a)(9)(H)(i), if a Participant dies before the distribution of the Participant's entire vested Account Balance (regardless of whether the Participant dies before, on or after beginning required minimum distributions), the entire vested Account Balance of the Participant will be distributed to the Designated Beneficiary no later than the end of the calendar year that includes the 10th anniversary of the date of the Participant's death. This is referred to as the "10-year rule."

(1) **Exception to 10-year rule for Eligible Designated Beneficiaries.** As provided under Code §401(a)(9)(H)(ii) and Code §401(a)(9)(B)(iii), if any portion of the Participant's interest is payable to an Eligible Designated Beneficiary, such portion may be distributed (in accordance with applicable regulations) over the life of such Eligible Designated Beneficiary (or over a period not extending beyond the life expectancy of such Eligible Designated Beneficiary), provided such distribution commence on or before the end of the calendar year following the calendar year in which the Participant died (except as provided under Code §401(a)(9)(B)(iv) relating to a surviving spouse) or such later date as the Secretary of Treasury may prescribe by regulations. This is referred to as the "life expectancy rule." If the conditions of this exception are not satisfied, the 10-year rule under subparagraph (1) applies.

(2) **Elective provisions for Eligible Designated Beneficiaries.** Unless the Employer elects otherwise under the AA §9-8(c), required minimum distributions under the Plan when the Participant dies prior to the Required Beginning Date shall be made as follows: (1) if the Participant does not have a Designated Beneficiary, distributions must satisfy the 5-year rule under Code §401(a)(9)(B)(ii); (2) if the participant has a Designated

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Beneficiary that is not an Eligible Designated Beneficiary, distributions must satisfy the 10-year rule; or (3) if the Participant has an Eligible Designated Beneficiary, distributions must satisfy the life expectancy rule.

Alternatively, the Employer may elect under AA §9-8(c) to (1) apply the life expectancy rule, (2) apply the 10-year rule (including a fixed number of years than less than 10), or (3) allow the Participant or the Eligible Designated Beneficiary to elect whether the 10-year rule or the life expectancy rule applies. If the Participant or Eligible Designated Beneficiary is allowed to elect whether the life expectancy rule or the 10-year rule applies and such Participant or Eligible Designated Beneficiary does not timely make such an election, then the Employer must elect under AA §9-8(c) whether the life expectancy rule or the 10-year rule applies.

(i) **Timing of election.** Any Participant or Eligible Designated Beneficiary election permitted under this Section §9.02(a)(2) must be made no later than end of the earlier of the calendar year by which distributions must be made in order to satisfy the 10-year rule and the calendar year in which distributions would be required to begin in order to satisfy the requirements of the life expectancy rule or, if applicable, by the time of the permitted delay if the surviving Spouse is the sole beneficiary as provided under Code §401(a)(9)(B)(iv).

(ii) **Irrevocable election.** If a Participant or Eligible Designated Beneficiary elects under this Section 9.2(a)(2) to apply either the 10-year rule or the life expectancy rule, then, as of the last date the election may be made, the election is irrevocable with respect to the Eligible Designated Beneficiary (and all subsequent Designated Beneficiaries and applies to all subsequent calendar years.

(3) **Rules upon death of an Eligible Designated Beneficiary.** Generally, if an Eligible Designated Beneficiary dies before the Participant's entire vested Account Balance is distributed, the life expectancy rule shall not apply to any beneficiary of such Eligible Designated Beneficiary and the remainder of such portion shall be distributed by the end of the 10th calendar year following the calendar year of the death of such Eligible Designated Beneficiary.

(4) **Permitted delay for surviving spouse beneficiaries.** If the Participant's surviving spouse is the employee's sole beneficiary, then the commencement of distributions under Section 9.02(a)(1) may be delayed until the end of the calendar year in which the Participant would have attained age 72 (or the calendar year in which the Participant would have attained age 70½ in the case of a Participant born before July 1, 1949).

(5) **Death of an Eligible Designated Beneficiary.** If an Eligible Designated Beneficiary dies before the Participant's entire vested Account Balance is distributed, the exception under subparagraph (1) above shall not apply to any beneficiary of such Eligible Designated Beneficiary and the remainder of such portion shall be distributed by the end of the calendar year that includes the 10th anniversary of the date of the Eligible Designated Beneficiary's death.

(6) **No Designated Beneficiary.** If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of September 30 (or such other date allowed under applicable regulatory guidance) of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(b) **Special rule in case of certain trusts for disabled or chronically ill Eligible Designated Beneficiary.** The Plan may apply the special rules for certain "applicable multi-beneficiary trusts" as described under Code §§401(a)(9)(H)(iv) and (v).

9.03 **Definitions.**

(a) **Designated Beneficiary.** A Beneficiary designated by the Participant (or the Plan), whose life expectancy may be taken into account to calculate minimum distributions, pursuant to Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4.

(b) **Eligible Designated Beneficiary.** The term Eligible Designated Beneficiary means, with respect to any Participant, any Designated Beneficiary who, as of the date of death of the Participant, is:

(1) the surviving spouse of the Participant;

(2) a child of the Participant who has not reached the age of majority (within the meaning of Code §401(a)(9)(F);

(3) disabled (within the meaning of Code §72(m)(7));

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(4) a chronically ill individual (within the meaning of Code §7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature); or

(5) an individual not described in any of the preceding subclauses who is not more than 10 years younger than the Participant.

Subject to Code §401(a)(9)(F), a child described in section (b)(2) above shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of majority and any remainder of the portion of the child's interest to which Code §401(a)(9)(H)(ii) applies shall be distributed no later than the December 31 of the 10th year following the year of the Participant's death.

(c) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 9.01. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(d) **Life expectancy.** For purposes of determining a Participant's required minimum distribution amount, life expectancy is computed using one of the following tables, as appropriate: (1) Single Life Table, (2) Uniform Life Table, or (3) Joint and Last Survivor Table found in Treas. Reg. §1.401(a)(9)-9.

(e) **Account Balance.** For purposes of determining a Participant's required minimum distribution, the Participant's Account Balance is determined based on the Account Balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions or forfeitures allocated to the Account Balance as of dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(f) **Required Beginning Date.** Unless designated otherwise under AA §9-8(a), a Participant's Required Beginning Date under the Plan is April 1 that follows the end of the calendar year in which the later of the following two events occurs:

(1) the Participant attains age 73 (age 70½ for Participants who attained age 70 ½ before January 1, 2020 or age 72 for Participants who attained age 72 before January 1, 2023) or

(2) the Participant retires from employment with the Employer.

9.04 **Special Rules.**

(a) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with this Section 9. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the regulations.

(b) **Treatment of trust beneficiaries as Designated Beneficiaries.** As allowed under applicable regulatory guidance, if a trust is properly named as a Beneficiary under the Plan, the beneficiaries of the trust will be treated as the Designated Beneficiaries (or Eligible Designated Beneficiaries) of the Participant solely for purposes of determining the distribution period under this Section 9 with respect to the trust's interests in the Participant's vested Account Balance. The beneficiaries of a trust will be treated as Designated Beneficiaries (or Eligible Designated Beneficiaries) for this purpose only if, during any period during which required minimum distributions are being determined by treating the beneficiaries of the trust as Designated Beneficiaries (or Eligible Designated Beneficiaries), the following requirements are met:

(1) the trust is a valid trust under state law, or would be but for the fact there is no corpus;

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(2) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the Participant;

(3) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in the Participant's vested Account Balance are identifiable from the trust instrument; and

(4) the Plan Administrator receives the documentation described in Treas. Reg. §1.401(a)(9)-4.

If the foregoing requirements are satisfied and the Plan Administrator receives such additional information as it may request, the Plan Administrator may treat such beneficiaries of the trust as Designated Beneficiaries.

(c) Modification of Minimum Distribution Rules Relating to Qualified Longevity Annuity Contracts.

(1) The following provisions modify the required minimum distribution rules under this Section 9.04(c) of the Plan to conform the rules to final Trea. Reg. §1.401(a)(9)-6 relating to the purchase of Qualifying Longevity Annuity Contracts (QLACs). The Plan will apply the provisions consistent with the requirements under the Treas. Reg. §§1.401(a)(9)-5 and 1.401(a)(9)-6, as amended. If the IRS revises these regulations or provides other relevant guidance on QLACs to reflect changes made by the SECURE Act and/or SECURE 2.0, the rules under this Section 9.04(c) are to be interpreted consistent with the revisions or guidance.

(2) Effective/Applicability Dates.

(i) General effective dates. This subsection (c) applies to contracts purchased on or after July 2, 2014. If on or after July 2, 2014, an existing contract is exchanged for a contract that satisfies the requirements of this subsection (h), the new contract will be treated as purchased on the date of the exchange and the fair market value of the contract that is exchanged for a QLAC will be treated as a premium paid with respect to the QLAC.

(ii) Delayed applicability date for requirement that contract state that it is intended to be QLAC. An annuity contract purchased before January 1, 2016, will not fail to be a QLAC merely because the contract does not satisfy the requirement of subsection (4)(i)(F) below, provided that:

(A) When the contract (or a certificate under a group annuity contract) is issued, the Employee is notified that the annuity contract is intended to be a QLAC; and

(B) The contract is amended (or a rider, endorsement or amendment to the certificate is issued) no later than December 31, 2016, to state that the annuity contract is intended to be a QLAC.

(3) Account Balance for Determining Minimum Distributions. For purposes of determining a Participant's required minimum distribution as described under this Section 9.04(c) of the Plan, the Participant's Account Balance, as defined under Section 9.03(e) of the Plan, does not include the value of any Qualifying Longevity Annuity Contract (QLAC), described under subsection 4 below and Treas. Reg. §1.401(a)(9)–6, Q&A - 17, that is held under the Plan.

(4) Rules Applicable to Qualifying Longevity Annuity Contracts.

(i) Definition of Qualifying Longevity Annuity Contracts. A Qualifying Longevity Annuity Contract (QLAC) is an annuity contract that is purchased from an insurance company for an Employee and that, in accordance with the rules of application of this subsection (4) and Treas. Reg. §1.401(a)(9)-6, Q&A - 17, satisfies each of the following requirements:

(A) Premiums for the contract satisfy the requirements of subsection (ii) of this Section 9.04(c);

(B) The contract provides that distributions under the contract must commence not later than a specified annuity starting date that is no later than the first day of the month next following the 85th anniversary of the Employee's birth;

(C) The contract provides that, after distributions under the contract commence, those distributions must satisfy the requirements of this Article and Treas. Reg. §1.401(a)(9) (other than the requirement that annuity payments commence on or before the Required Beginning Date);

(D) The contract does not make available any commutation benefit, cash surrender right, or other similar feature;

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(E) No benefits are provided under the contract after the death of the employee other than the benefits described in Subsection (iii) below;

(F) When the contract is issued, the contract (or a rider or endorsement with respect to that contract) states that the contract is intended to be a QLAC; and

(G) The contract is not a variable contract under Code §817, an indexed contract, or a similar contract, except to the extent provided by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(ii) **Limitations on premiums.**

(A) **In general.** The premiums paid with respect to the contract on a date satisfy the requirements of this subsection (ii) if they do not exceed the lesser of the dollar limitation in subsection (B) below .

(B) **Dollar limitation.** The dollar limitation is an amount equal to the excess of:

(I) $200,000 (as adjusted under Section (d)(2) of Treas. Reg. §1.401(a)(9)-6, Q&A - 17), over

(II) The sum of:

(a) The premiums paid before that date with respect to the contract; and

(b) The premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Employee under the Plan, or any other plan, annuity, or account described in Code §§ 401(a), 403(a), 403(b), or 408 or eligible governmental plan under Code §457(b).

(iii) **Payments after death of the Employee.**

(A) **Surviving spouse is sole Designated Beneficiary.**

(I) **Death on or after annuity starting date.** If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is the sole Designated Beneficiary under the contract, then except as provided in Treas. Reg. §1.401(a)(9)-6, Q&A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that is payable to the Employee.

(II) **Death before annuity starting date.**

(a) Amount of annuity. If the employee dies before the annuity starting date and the employee's surviving spouse is the sole Designated Beneficiary under the contract then except as provided in paragraph in Treas. Reg. §1.401(a)(9)-6, Q&A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the surviving spouse commence. However, the annuity is permitted to exceed 100 percent of the periodic annuity payment that would have been payable to the employee to the extent necessary to satisfy the requirement to provide a Qualified Preretirement Survivor Annuity.

(b) Commencement date for annuity. Any life annuity payable to the surviving spouse under subsection (a) above must commence no later than the date on which the annuity payable to the Employee would have commenced under the contract if the Employee had not died.

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(B) Surviving spouse is not sole beneficiary.

(I) Death on or after annuity starting date. If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is not the sole Designated Beneficiary under the contract, then except as provided in Treas. Reg. §1.401(a)(9)-6, Q&A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the Designated Beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under paragraph Treas. Reg. §1.401(a)(9)-6, Q&A-17(c)(2)(iii)) of the periodic annuity payment that is payable to the Employee.

(II) Death before annuity starting date.

(a) Amount of annuity. If the Employee dies before the annuity starting date and the Employee's surviving spouse is not the sole Designated Beneficiary under the contract, then except as provided in Treas. Reg. §1.401(a)(9)-6, Q&A - 17 (c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the Designated Beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under Treas. Reg. §1.401(a)(9)-6, Q&A-17(c)(2)(iii) of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the Designated Beneficiary commence under this subsection (a).

(b) Commencement date for annuity. In any case in which the employee dies before the annuity starting date, any life annuity payable to a Designated Beneficiary under this subsection (b) must commence by the last day of the calendar year immediately following the calendar year of the Employee's death.

(iv) Rules of application.

(A) Rules relating to premiums.

(I) Reliance on representations. For purposes of the limitation on premiums described in Subsections (ii)(B) and (ii)(C) above, unless the Plan Administrator has actual knowledge to the contrary, the Plan Administrator may rely on an Employee's representation (made in writing or such other form as may be prescribed by the Commissioner of the Internal Revenue Service) of the amount of the premiums described in subsections (ii)(B)(II)(b) and (ii)(C)(II)(b) above, but only with respect to premiums that are not paid under a plan, annuity, or contract that is maintained by the Employer or Related Employer.

(II) Consequences of excess premiums.

(a) General Rule. If an annuity contract fails to be a QLAC solely because a premium for the contract exceeds the limits under subsection (b) below, then the contract is not a QLAC beginning on the date that premium payment is made unless the excess premium is returned to the non-QLAC portion of the Employee's account in accordance with Treas. Reg. §1.401(a)(9)-6, Q&A-17 (d)(1)(ii)(B). If the contract fails to be a QLAC, then the value of the contract may not be disregarded under A–3(d) of Treas. Reg. §1.401(a)(9)–5 as of the date on which the contract ceases to be a QLAC.

(b) Correction in year following year of excess. If the excess premium is returned (either in cash or in the form of a contract that is not intended to be a QLAC) to the non-QLAC portion of the Employee's account by the end of the calendar year following the calendar year in which the excess premium was originally paid, then the contract will not be treated as exceeding the limits under this subsection (b) at any time, and the value of the contract will not be included in the Employee's Account Balance. If the excess premium (including the fair market value of an annuity contract that is not intended to be a QLAC, if applicable) is returned to the non-QLAC portion of the Employee's account after the last valuation date for the calendar year in which the excess premium was originally paid, then the Employee's account balance for that calendar year must be increased to reflect

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that excess premium in the same manner as an Employee's Account Balance is increased under Treas. Reg. §1.401(a)(9)–7, A–2 to reflect a rollover received after the last valuation date.

(c) **Return of excess premium not a commutation benefit.** If the excess premium is returned to the non-QLAC portion of the Employee's account as described in Treas. Reg. §1.401(a)(9)-6, Q&A-17(d)(1)(ii)(B), it will not be treated as a violation of the requirement in subsection (4)(i)(D) above that the contract not provide a commutation benefit.

(III) **Application of 25-percent limit.** For purposes of the 25-percent limit under Subsection (ii)(C) above, an Employee's Account Balance on the date on which premiums for a contract are paid is the account balance as of the last valuation date preceding the date of the premium payment, adjusted as follows. The Account Balance is increased for contributions allocated to the account during the period that begins after the valuation date and ends before the date the premium is paid and decreased for distributions made from the account during that period.

(B) **Dollar and age limitations subject to adjustments.**

(I) **Dollar limitation.** In the case of calendar years beginning on or after January 1, 2015, the $125,000 amount under Subsection (ii)(B)(I) will be adjusted at the same time and in the same manner as the limits are adjusted under Code §415(d), except that the base period shall be the calendar quarter beginning July 1, 2013, and any increase under this Subsection that is not a multiple of $10,000 will be rounded to the next lowest multiple of $10,000.

(II) **Age limitation.** The maximum age set forth in Subsection (i)(B) above may be adjusted to reflect changes in mortality, with any such adjusted age to be prescribed by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(III) **Prospective application of adjustments.** If a contract fails to be a QLAC because it does not satisfy the dollar limitation in Subsection (ii)(B) above or the age limitation in Subsection (i)(B) above, any subsequent adjustment that is made pursuant to Subsections (iv)(B)(I) or (iv)(B)(II) above will not cause the contract to become a QLAC.

(C) **Determination of whether contract is intended to be a QLAC.** If a contract fails to be a QLAC at any time for a reason other than an excess premium described in Treas. Reg. §1.401(a)(9)-6, Q&A-17(d)(1)(ii), then as of the date of purchase the contract will not be treated as a QLAC (for purposes of A–3(d) of Treas. Reg. §1.401(a)(9)–5) or as a contract that is intended to be a QLAC as of the date of purchase.

(D) **Group annuity contract certificates.** The requirement under Subsection (i)(F) above that the contract state that it is intended to be a QLAC when issued is satisfied if a certificate is issued under a group annuity contract and the certificate, when issued, states that the Employee's interest under the group annuity contract is intended to be a QLAC.

(d) **Other SECURE 2.0 modifications to required minimum distribution rules.**

(1) **Increases in payments under a commercial annuity.** Effective for calendar years beginning after December 29, 2022, the Plan may apply the rules under Code §401(a)(9)(J), as added by §201 of SECURE 2.0, relating to certain increases in payments under a commercial annuity. As provided under Code §401(a)(9)(J), the required minimum distribution rules applicable to the Plan shall not prohibit a commercial annuity (within the meaning of Code §3405(e)(6)) from providing one or more of the following types of payments on or after the Annuity Starting Date:

(i) annuity payments that increase by a constant percentage, applied not less frequently than annually, at a rate that is less than 5 percent per year;

(ii) a lump sum payment that: (I) results in a shortening of the payment period with respect to an annuity or a full or partial commutation of the future annuity payments, provided that such lump sum is determined

using reasonable actuarial methods and assumptions, as determined in good faith by the issuer of the contract, or (II) accelerates the receipt of annuity payments that are scheduled to be received within the ensuing 12 months, regardless of whether such acceleration shortens the payment period with respect to the annuity, reduces the dollar amount of benefits to be paid under the contract, or results in a suspension of annuity payments during the period being accelerated;

(iii) an amount which is in the nature of a dividend or similar distribution, provided that the issuer of the contract determines such amount using reasonable actuarial methods and assumptions, as determined in good faith by the issuer of the contract, when calculating the initial annuity payments and the issuer's experience with respect to those factors; or

(iv) a final payment upon death that does not exceed the excess of the total amount of the consideration paid for the annuity payments, less the aggregate amount of prior distributions or payments from or under the contract.

(2) **Partial annuitization.** As provided under §204 of SECURE 2.0, effective as December 29, 2022 and subject to a reasonable good faith interpretation until IRS issues applicable regulations, an Employee may elect to receive the required minimum distribution amount for a Distribution Calendar Year to be calculated as the excess of the Total Required Amount (as defined below) for such Distribution Calendar Year over the Annuity Amount (as defined below) for such year.

(i) **Total Required Amount.** The term Total Required Amount, with respect to a Distribution Calendar Year means the amount which would be required to be distributed under Treas. Reg. §1.401(a)(9)–5 (or any successor regulation) for such year, determined by treating the Account Balance as of the last valuation date in the immediately preceding calendar year as including the value on that date of all annuity contracts which were purchased with a portion of the Account and from which payments are made in accordance with Treas. Reg. §1.401(a)(9)–6.

(ii) **Annuity Amount.** The term Annuity Amount, with respect to a Distribution Calendar Year, is the total amount distributed in such year from all annuity contracts described in paragraph (1).

(3) **Modification of required minimum distribution rules for special needs trusts.** Effective for calendar years beginning after December 29, 2022, for purposes of complying with the required minimum distribution rules under Code §401(a)(9), the Plan may apply the provisions of §337 of SECURE 2.0 relating to special needs trusts.

(4) **Roth Deferrals.** Effective for taxable years beginning after December 31, 2023, but not with respect to distributions required before January 1, 2024, but are permitted to be paid on or after such date, the pre-death minimum distribution rules under Code §401(a)(9)(A) do not apply to Roth Deferral Accounts, Roth Rollover Contribution Accounts or In-plan Roth Conversion Accounts.

(5) **Special rule for surviving Spouse of Employee.** Effective for calendar years beginning after December 31, 2023, if the sole Designated Beneficiary is the surviving Spouse of the Employee and such Spouse elects to be treated as the deceased Employee for purposes of the required minimum distribution rules under Code §401(a)(9), then the rules under Code §401(a)(9)(B)(iv) apply. The Plan Administrator may apply these rules in a good-faith manner until the IRS issues applicable guidance.

(i) **Impact of Spouse's election.** If the surviving Spouse elects treatment as the deceased Employee for purposes of the required minimum distribution rules under Code §401(a)(9), the following special rules apply.

(A) The surviving Spouse will be treated as if the surviving Spouse were the Employee.

(B) The date on which required minimum distributions must begin shall not be earlier than the date on which the Employee would have attained the applicable age.

(C) If the surviving Spouse dies before the distributions to such Spouse begin, the surviving Spouse is treated as the Employee.

(D) The applicable distribution period for distribution calendar years after the distribution calendar year including the Employee's date of death is determined under the uniform lifetime table.

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(ii) **Spouse election.** The Spouse's election under this BPD Section 9.04(d)(5) shall be made at such time and in such manner as prescribed by the Secretary of the Treasury, shall include a timely notice to the Plan Administrator, and once made may not be revoked except with the consent of the Secretary of the Treasury.

9.05 Required Minimum Distributions for 2020.

(a) **Temporary waiver of required minimum distribution rules for 2020.** As provided under Code §401(a)(9)(I), added by CARES Act §2203 and effective as of January 1, 2020 (or such later date designated under AA §9-8(b)), the required minimum distribution rules under Section 9 of the Plan did not apply for the 2020 calendar year. A Participant or beneficiary who would have been required to receive a required minimum distribution for the 2020 calendar year (or a Participant with a Required Beginning Date of April 1, 2021 who would have received a required minimum distribution in 2021 for the 2020 calendar year) ("2020 RMD"), but for the enactment of Code §401(a)(9)(I), and who would have satisfied that requirement by receiving a distribution that is either (1) equal to the 2020 RMD, or (2) one or more payments (that include the 2020 RMD) 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 ("2020 Extended RMD"), may have elected whether to receive the 2020 RMD or the 2020 Extended RMD. If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule under AA §9-8(b), provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance.

In addition, solely for purposes applying the Direct Rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer under AA §9-8(b), were treated as Eligible Rollover Distributions. If no election is made by the Employer in AA §9-8(b), the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).

If all or any portion of a distribution made during 2020 was treated as an Eligible Rollover Distribution but would not be treated as such if the required minimum distribution requirements under Section 9 of the Plan had applied during 2020, such distribution could not be treated as an Eligible Rollover Distribution for purposes of the Direct Rollover rules, Code §457(e)(16)(B) and Code §3405(c).

(b) **Special rules regarding the temporary waiver of required minimum distribution rules for 2020.** In applying the provisions of Section 9 of the Plan for the 2020 calendar year, the following special rules apply:

(1) The Required Beginning Date with respect to any individual shall be determined without regard to this Section 9.05 for purposes of applying Section 9 of the Plan for calendar years after 2020;

(2) If Code §401(a)(9)(B)(ii) applies, the five-year period described in such provision shall be determined without regard to the 2020 calendar year.

(3) If the Plan permits a Participant or beneficiary to elect whether the 5-year rule or the life expectancy rule applies in determining required minimum distributions and the election period would end in the 2020 calendar year, the Plan Administrator may extend the election deadline to the end of 2021.

(4) The Plan Administrator and Participants may apply the transitional relief and special rules under Code §401(a)(9)(I) and IRS Notice 2020-51 relating to the temporary waiver of required minimum distributions for 2020 in any reasonable and consistent manner.

(5) The Employer may describe any special rules applicable to the temporary waiver of the required minimum distribution rules for 2020 under AA §9-8(b).

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SECTION 10
INVESTMENT VEHICLES AND PARTICIPANT ACCOUNTS

10.01 **Participant Accounts.** The Plan Administrator will establish and maintain a separate Account (or multiple Accounts, if appropriate) for each Participant to reflect the Participant's entire interest under the Plan. To the extent applicable, the Plan Administrator may establish and maintain separate sub-Accounts for a Participant. Accounts may include, but are not limited to:

- Pre-tax Deferral Account
- Roth Deferral Account
- Employer Contribution Account
- Matching Contribution Account
- Rollover Contribution Account
- Roth Rollover Contribution Account
- In-plan Roth Conversion Account
- Transfer Account

The Plan Administrator will maintain separate Accounts for the vested and non-vested portions of any Account. The Plan Administrator also must maintain two separate Rollover Contribution Accounts for a Participant, if necessary, as provided under Section 4.01(a) of the Plan.

10.02 **Value of Participant Accounts.** The value of a Participant's Account consists of the fair market value of the Participant's share of the Plan assets.

(a) **Periodic valuation.** The Trustee (as identified under the Trust Declaration page) must value Plan assets at least annually.

(b) **Daily valuation.** If the Employer elects daily valuation under AA §10-1(a) or, if in operation, the Employer elects to have the Plan daily valued, the Plan Administrator may adopt reasonable procedures for performing such valuations. Unless otherwise set forth in the written procedures, a daily valued Plan will have its assets valued at the end of each business day during which the New York Stock Exchange is open. The Plan Administrator has authority to interpret the provisions of this Plan in the context of a daily valuation procedure. This includes, but is not limited to, the determination of the value of the Participant's Account for purposes of Participant loans, distribution and consent rights, and corrective distributions under Section 6.

(c) **Interim valuations.** The Plan Administrator may perform interim valuations.

10.03 **Adjustments to Participant Accounts.** Unless the Plan Administrator adopts other reasonable administrative procedures, as of each Valuation Date under the Plan, each Participant's Account is adjusted in the following manner.

(a) **Distributions and forfeitures from a Participant's Account.** A Participant's Account will be reduced by any distributions and forfeitures from the Account since the previous Valuation Date.

(b) **Contributions and forfeitures allocated to a Participant's Account.** A Participant's Account will be credited with any contribution or forfeiture allocated to the Participant since the previous Valuation Date.

(c) **Net income or loss.** A Participant's Account will be adjusted for any net income or loss in accordance with the provisions under Section 10.04.

10.04 **Procedures for Determining Net Income or Loss.** The Plan Administrator may establish any reasonable procedures for determining net income or loss. Such procedures may be reflected in a funding agreement governing the applicable investments under the Plan.

10.05 **Investments under the Plan.** The Trustee or other person(s) responsible for the investment of Plan assets is authorized to invest Plan assets in any prudent investment consistent with the funding policy of the Plan. Investment options include, but are not limited to, the following: common and preferred stock or other equity securities (including stock bought and sold on margin); corporate bonds; open-end or closed-end mutual funds; money market accounts; certificates of deposit; debentures; commercial paper; put and call options; limited partnerships; mortgages; U.S. Government obligations, including U.S. Treasury notes and bonds; real and personal property having a ready market; life insurance or annuity policies; commodities; savings accounts; notes; securities issued by the Trustee and/or its affiliates, as permitted by law; and lifetime guaranteed income

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products. All of the terms and provisions of any common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust (as identified under the Trust Declaration page) for this Plan.

(a) **Individual/Pooled Accounts.** The Plan may maintain individual or pooled accounts for Participants.

(b) **Participant direction of investments.** If the Plan permits Participant direction of investments, the Plan Administrator, along with the Trustee must adopt investment procedures for such direction. The investment procedures should set forth the permissible investment options available for Participant direction, the timing and frequency of investment changes, and any other procedures or limitations applicable to Participant direction of investment.

The Employer may elect to limit Participant direction of investment to specific types of contributions. If Participant direction of investments is permitted, the Employer will designate how accounts will be invested in the absence of proper affirmative direction from the Participant. Except as otherwise provided in this Plan, neither the Employer nor Trustee will be liable to the Participant or Beneficiary for any loss resulting from action taken at the direction of the Participant.

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SECTION 11
PLAN ADMINISTRATION AND OPERATION

11.01 **Plan Administrator.** The Employer is the Plan Administrator, unless the Employer designates in writing an alternative Plan Administrator. The Plan Administrator has the responsibilities described in this Section 11.

11.02 **Designation of Alternative Plan Administrator.** The Employer may designate another person or persons as he Plan Administrator by name, by reference to the person or group of persons holding a particular position, by reference to a procedure under which the Plan Administrator is designated, or by reference to a person or group of persons charged with the specific responsibilities of Plan Administrator.

(a) **Acceptance of responsibility by designated Plan Administrator.** If the Employer designates an alternative Plan Administrator, the designated Plan Administrator must accept its responsibilities in writing. The Employer and the designated Plan Administrator jointly will determine the time period for which the alternative Plan Administrator will serve.

(b) **Multiple alternative Plan Administrators.** If the Employer designated more than one person as an alternative Plan Administrator, such Plan Administrators shall act by majority vote, unless the group delegates particular Plan Administrator duties to a specific person.

(c) **Resignation or removal of designated Plan Administrator.** A designated Plan Administrator may resign by delivering a written notice of resignation to the Employer. The Employer may remove a designated Plan Administrator by delivering a written notice of removal. If a designated Plan Administrator resigns or is removed, and no new alternative Plan Administrator is designated, the Employer is the Plan Administrator.

(d) **Employer responsibilities.** If the Employer designates an alternative Plan Administrator, the Employer will provide in a timely manner all appropriate information necessary for the Plan Administrator to perform its duties. This information includes, but is not limited to, Participant compensation data, Employee employment, service and termination information, and other information the Plan Administrator may require. The Plan Administrator may rely on the accuracy of any information and data provided by the Employer.

11.03 **Duties, Powers, and Responsibilities of the Plan Administrator.** The Plan Administrator will administer the Plan for the exclusive benefit of the Plan Participants and Beneficiaries, and in accordance with the terms of the Plan. If the terms of the Plan are unclear, the Plan Administrator may interpret the Plan, provided such interpretation is consistent with the rules of Code §457(b) and is performed in a uniform and nondiscriminatory manner. This right to interpret the Plan is an express grant of discretionary authority to resolve ambiguities in the Plan document and to make discretionary decisions regarding the interpretation of the Plan's terms, including who is eligible to participate under the Plan, and the benefit rights of a Participant or Beneficiary. Unless an interpretation or decision is determined to be arbitrary and capricious, the Plan Administrator will not be held liable for any interpretation of the Plan terms or decision regarding the application of a Plan provision.

(a) **Delegation of duties, powers and responsibilities.** The Employer, as Plan Administrator, may delegate its duties, powers or responsibilities to one or more persons. Such delegation must be in writing and accepted by the person or persons receiving the delegation. The Employer may not delegate responsibilities to Plan Participants. The Employer must agree to such delegation by an alternative Plan Administrator.

(b) **Specific Plan Administrator responsibilities.** The Plan Administrator has the general responsibility to control and manage the operation of the Plan. This responsibility includes, but is not limited to, the following:

(1) To interpret and enforce the provisions of the Plan and applicable rules under Code §457(b) including those related to Plan eligibility, vesting, benefits and other tax requirements;

(2) To communicate with the appropriate persons with respect to the crediting of Plan contributions, the disbursement of Plan distributions and other relevant matters

(3) To develop separate procedures (if necessary) consistent with the terms of the Plan to assist in the administration of the Plan, including the adoption of a separate or modified loan policy (see Section 13), procedures for direction of investment by Participants (see Section 10.05(b)), procedures for determining whether domestic relations orders are QDROs (see Section 11.06), and procedures for the determination of investment earnings to be allocated to Participants' Accounts (see Section 10.03);

(4) To maintain all records necessary for tax and other administration purposes;

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(5) To furnish and to file all appropriate notices, reports and other information to Participants, Beneficiaries, the Employer, the Trustee and government agencies (as necessary);

(6) To provide information relating to Plan Participants and Beneficiaries;

(7) To retain the services of other persons, including investment managers, attorneys, consultants, advisers and others, to assist in the administration of the Plan;

(8) To review and decide on claims for benefits under the Plan; and

(9) To correct any defect or error in the operation of the Plan.

11.04 Plan Administration Expenses.

(a) Reasonable Plan administration expenses. All reasonable expenses related to plan administration may be paid from Plan assets, except to the extent the expenses are paid (or reimbursed) by the Employer. For this purpose, Plan expenses include, but are not limited to, all reasonable costs, charges and expenses incurred in connection with the administration of the Plan.

(b) Plan expense allocation. The Plan Administrator may allocate plan expenses among the accounts of Plan Participants. The Plan Administrator has authority to allocate these expenses either proportionally based on the value of the Account Balances or pro rata based on the number of Participants in the Plan. The Plan Administrator will determine the proper method for allocating expenses in accordance with such reasonable rules as the Plan Administrator deems appropriate under the circumstances. Unless the Plan Administrator decides otherwise, the following expenses will be allocated to the Participant's Account relative to which the expense is incurred: distribution expenses, including those relating to lump sums, installments, QDROs, hardship, in-service and required minimum distributions; loan expenses; participant direction expenses, including brokerage fees; and benefit calculations.

11.05 Delegation of Administrative Responsibilities. Generally, the Employer has responsibility to administer the Plan. These responsibilities include compliance with Code §457(b) and other tax requirements. However, the Employer may allocate such responsibilities to a third party, provided such third party agrees to such allocation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11.06 Qualified Domestic Relations Orders (QDROs).

(a) In general. The Plan Administrator must develop written procedures for determining whether a domestic relations order is a QDRO and for administering distributions under a QDRO. For this purpose, the Plan Administrator may use the default QDRO procedures set forth in subsection (h) below or may develop separate QDRO procedures.

(b) Definitions related to Qualified Domestic Relations Orders (QDROs).

(1) QDRO. A QDRO is a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to receive, or assigns to an Alternate Payee the right to receive, all or a portion of the benefits payable with respect to a Participant under the Plan. (See Code §414(p).) The QDRO must contain certain information and meet other requirements described in this Section 11.06.

(2) Domestic relations order. A domestic relations order is a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law) or under the laws of an Indian tribal government, a subdivision of such an Indian tribal government, or an agency or instrumentality of either.

(3) Alternate Payee. An Alternate Payee must be a spouse, former spouse, child, or other dependent of a Participant.

(4) Revision of QDRO. A domestic relations order otherwise meeting the requirements to be a QDRO under Code §414(p)(3) shall not fail to be treated as a QDRO solely because:

(i) the order is issued after, or revises, another domestic relations order or QDRO; or

(ii) of the time at which the order is issued, including orders issued after the death of the Participant.

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Any QDRO described in this Section 11.06 shall be subject to the same requirements and protections which apply to QDROs under Code §414(p)(7).

(c) **Recognition as a QDRO.** To be a QDRO, an order must be a domestic relations order (as defined in subsection (b)(2) above) that relates to the provision of child support, alimony payments, or marital property rights for the benefit of an Alternate Payee. The Plan Administrator is not required to determine whether the court or agency issuing the domestic relations order had jurisdiction to issue an order, whether state law is correctly applied in the order, whether service was properly made on the parties, or whether an individual identified in an order as an Alternate Payee is a proper Alternate Payee under state law.

(d) **Contents of QDRO.** A QDRO must contain the following information:

(1) the name and last known mailing address of the Participant and each Alternate Payee;

(2) the name of each plan to which the order applies;

(3) the dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the Alternate Payee; and

(4) the number of payments or time period to which the order applies.

(e) **Impermissible QDRO provisions.**

(1) The order must not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;

(2) The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value); and

(3) The order must not require the Plan to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.

(f) **Immediate distribution to Alternate Payee.** Even if a Participant is not eligible to receive an immediate distribution from the Plan, an Alternate Payee may receive a QDRO benefit immediately in a lump sum, provided such distribution is consistent with the QDRO provisions.

(g) **Fee for QDRO determination.** The Plan Administrator may condition the making of a QDRO determination on the payment of a fee by a Participant or an Alternate Payee (either directly or as a charge against the Participant's Account).

(h) **Default QDRO procedure.** If the Plan Administrator chooses this default QDRO procedure or if the Plan Administrator does not establish a separate QDRO procedure, this subsection (h) will apply as the procedure the Plan Administrator will use to determine whether a domestic relations order is a QDRO. This default QDRO procedure incorporates the requirements set forth below.

(1) **Access to information.** The Plan Administrator will provide access to Plan and Participant benefit information sufficient for a prospective Alternate Payee to prepare a QDRO. Such information might include the summary plan description, other relevant plan documents, and a statement of the Participant's benefit entitlements. The disclosure of this information is conditioned on the prospective Alternate Payee providing to the Plan Administrator information sufficient to reasonably establish that the disclosure request is being made in connection with a domestic relations order.

(2) **Notifications to Participant and Alternate Payee.** The Plan Administrator will promptly notify the affected Participant and each Alternate Payee named in the domestic relations order of the receipt of the order. The Plan Administrator will send the notification to the address included in the domestic relations order. Along with the notification, the Plan Administrator will provide a copy of the Plan's procedures for determining whether a domestic relations order is a QDRO.

(3) **Alternate Payee representative.** The prospective Alternate Payee may designate a representative to receive copies of notices and Plan information that are sent to the Alternate Payee with respect to the domestic relations order.

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(4) **Evaluation of domestic relations order.** Within a reasonable period of time, the Plan Administrator will evaluate the domestic relations order to determine whether it is a QDRO. A reasonable period will depend on the specific circumstances. The domestic relations order must contain the information described in subsection (d). If the order is only deficient in a minor respect, the Plan Administrator may supplement information in the order from information within the Plan Administrator's control or through communication with the prospective Alternate Payee.

(i) **Separate accounting.** Upon receipt of a domestic relations order, the Plan Administrator will separately account for and preserve the amounts that would be payable to an Alternate Payee until a determination is made with respect to the status of the order. During the period in which the status of the order is being determined, the Plan Administrator will take whatever steps are necessary to ensure that amounts that would be payable to the Alternate Payee, if the order were a QDRO, are not distributed to the Participant or any other person. The separate accounting requirement may be satisfied, at the Plan Administrator's discretion, by a segregation of the assets that are subject to separate accounting.

(ii) **Separate accounting until the end of "18-month period."** The Plan Administrator will continue to separately account for amounts that are payable under the QDRO until the end of an "18-month period." The "18-month period" will begin on the first date following the Plan's receipt of the order upon which a payment would be required to be made to an Alternate Payee under the order. If, within the "18-month period," the Plan Administrator determines that the order is a QDRO, the Plan Administrator must pay the Alternate Payee in accordance with the terms of the QDRO. If, however, the Plan Administrator determines within the "18-month period" that the order is not a QDRO, or, if the status of the order is not resolved by the end of the "18-month period," the Plan Administrator may pay out the amounts otherwise payable under the order to the person or persons who would have been entitled to such amounts if there had been no order. If the order is later determined to be a QDRO, the order will apply only prospectively; that is, the Alternate Payee will be entitled only to amounts payable under the order after the subsequent determination.

(iii) **Preliminary review.** The Plan Administrator will perform a preliminary review of the domestic relations order to determine if it is a QDRO. If this preliminary review indicates the order is deficient in some manner, the Plan Administrator will allow the parties to attempt to correct any deficiency before issuing a final decision on the domestic relations order. The ability to correct is limited to a reasonable period of time.

(iv) **Notification of determination.** The Plan Administrator will notify in writing the Participant and each Alternate Payee of the Plan Administrator's decision as to whether a domestic relations order is a QDRO. In the case of a determination that an order is not a QDRO, the written notice will contain the following information:

(A) references to the Plan provisions on which the Plan Administrator based its decision;

(B) an explanation of any time limits that apply to rights available to the parties under the Plan (such as the duration of any protective actions the Plan Administrator will take); and

(C) a description of any additional material, information, or modifications necessary for the order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

(v) **Treatment of Alternate Payee.** If an order is accepted as a QDRO, the Plan Administrator will act in accordance with the terms of the QDRO as if it were a part of the Plan. An Alternate Payee will be considered a Beneficiary under the Plan and be afforded the same rights as a Beneficiary. The Plan Administrator will provide any appropriate disclosure information relating to the Plan to the Alternate Payee.

11.07 **Missing Participant or Beneficiary and Uncashed Checks.** The Employer may attempt to locate missing Participants by following Department of Labor or IRS guidance on generally accepted search methods prior to any involuntary cash-out distribution or automatic rollover. The Employer also will provide direction for the handling of any uncashed distribution checks.

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SECTION 12
TRUST AGREEMENT

12.01 **Creation of Trust.** By adopting this Plan, the Employer creates a Trust (as identified under the Trust Declaration page) to hold the assets of the Plan (or, in the event that this Plan document represents an amendment of the Plan, the Employer hereby amends the terms of the Trust maintained in connection with the Plan). The Trustee (as identified under the Trust Declaration page) is the owner of the Plan assets held by the Trust. The Trustee is to hold the Plan assets for the exclusive benefit of Plan Participants and Beneficiaries. Plan Participants and Beneficiaries do not have ownership interests in the assets held by the Trust. The Employer may adopt a separate trust agreement in lieu of the trust provisions under this Section.

12.02 **Trustee.** The Trustee identified in the Trust Declaration under the Agreement shall act either as a Discretionary Trustee or as a Directed Trustee, as identified under the Agreement.

(a) **Discretionary Trustee.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets. Notwithstanding a Trustee's designation as a Discretionary Trustee, a Trustee's discretion is limited, and the Trustee shall be considered a Directed Trustee, to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer.

(b) **Directed Trustee.** A Trustee is a Directed Trustee with respect to the investment of Plan assets to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer. The Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, the Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

The Trustee shall be advised in writing regarding the retention of investment powers by the Employer or the appointment of an investment manager with power to direct the investment of Plan assets. Any such delegation of investment powers will remain in force until such delegation is revoked or amended in writing. The Employer is deemed to have retained investment powers under this subsection to the extent the Employer directs the investment of Participant Accounts for which affirmative investment direction has not been received.

A Directed Trustee must act solely in accordance with the direction of the Plan Administrator, the Employer, or any employees or agents of the Employer.

The Employer may direct the Trustee to invest in any media in which the Trustee may invest, as described in Section 12.04. However, the Employer may not borrow from the Trust or pledge any of the assets of the Trust as security for a loan to itself; buy property or assets from or sell property or assets to the Trust; charge any fee for services rendered to the Trust; or receive any services from the Trust on a preferential basis.

12.03 **Trustee's Responsibilities Regarding Administration of Trust.** This Section outlines the Trustee's powers, rights and duties under the Plan with respect to the administration of the investments held in the Plan. The Trustee's administrative duties are limited to those described in this Section 12.03; the Employer is responsible for any other administrative duties required under the Plan or by applicable law.

(a) The Trustee will receive all contributions made under the terms of the Plan. The Trustee is not obligated in any manner to ensure that such contributions are correct in amount or that such contributions comply with the terms of the Plan. In addition, the Trustee is under no obligation to request that the Employer make contributions to the Plan. The Trustee is not liable for the manner in which such amounts are deposited or the allocation between Participant's Accounts, to the extent the Trustee follows the written direction of the Plan Administrator or Employer.

(b) The Trustee will make distributions from the Trust in accordance with the written directions of the Plan Administrator or other authorized representative. To the extent the Trustee follows such written direction, the Trustee is not obligated in any manner to ensure a distribution complies with the terms of the Plan, that a Participant or Beneficiary is entitled to such a distribution, or that the amount distributed is proper under the terms of the Plan. If there is a dispute as to a payment from the Trust, the Trustee may decline to make payment of such amounts until the proper payment of such amounts is determined by a court of competent jurisdiction, or the Trustee has been indemnified to its satisfaction.

(c) The Trustee may employ agents, attorneys, accountants and other third parties to provide counsel on behalf of the Plan, where the Trustee deems advisable. The Trustee may reimburse such persons from the Trust for reasonable expenses and compensation incurred as a result of such employment. The Trustee shall not be liable for the actions of such persons, provided the Trustee acted prudently in the employment and retention of such persons. In addition, the Trustee will not be liable for any actions taken as a result of good faith reliance on the advice of such persons.

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12.04 **Trustee's Responsibility Regarding Investment of Plan Assets.** In addition to the powers, rights and duties enumerated under this Section, the Trustee has whatever powers are necessary to carry out its duties in a prudent manner. The Trustee's powers, rights and duties may be supplemented or limited by a separate trust agreement, investment policy, funding agreement, or other binding document entered into between the Trustee and the Plan Administrator which designates the Trustee's responsibilities with respect to the Plan. A separate trust agreement must be consistent with the terms of this Plan and must comply with all requirements of Code §457 and regulations there under.

(a) The Trustee shall be responsible for the safekeeping of the assets of the Trust in accordance with the provisions of this Plan.

(b) The Trustee may invest, manage and control the Plan assets in a manner that is consistent with the Plan's funding policy and investment objectives. The Trustee may invest in any investment, which the Trustee deems advisable and prudent, subject to the proper written direction of the Plan Administrator or the Employer. The Trustee is not liable for the investment of Plan assets to the extent the Trustee is following the proper direction of the Plan Administrator, the Employer, a Participant, or other person or persons duly appointed by the Employer to provide investment direction. In addition, the Trustee does not guarantee the Trust in any manner against investment loss or depreciation in asset value or guarantee the adequacy of the Trust to meet and discharge any or all liabilities of the Plan.

(c) The Trustee may retain such portion of the Plan assets 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.

(d) The Trustee may collect and receive any and all moneys and other property due the Plan and to settle, compromise, or submit to arbitration any claims, debts, or damages with respect to the Plan, and to commence or defend on behalf of the Plan any lawsuit, or other legal or administrative proceedings.

(e) The Trustee may hold any securities or other property in the name of the Trustee or in the name of the Trustee's nominee, and may hold any investments in bearer form, provided the books and records of the Trustee at all times show such investment to be part of the Trust.

(f) The Trustee may exercise any of the powers of an individual owner with respect to stocks, bonds, securities or other property, including the right to vote upon such stocks, bonds or securities; to give general or special proxies or powers of attorney; to exercise or sell any conversion privileges, subscription rights, or other options; to participate in corporate reorganizations, mergers, consolidations, or other changes affecting corporate securities (including those in which it or its affiliates are interested as Trustee); and to make any incidental payments in connection with such stocks, bonds, securities or other property.

(g) The Trustee may borrow or raise money on behalf of the Plan in such amount, and upon such terms and conditions, as the Trustee deems advisable. The Trustee may issue a promissory note as Trustee to secure the repayment of such amounts and may pledge all, or any part, of the Trust as security.

(h) The Trustee, upon the written direction of the Plan Administrator, is authorized to enter into a transfer agreement with the Trustee of another Code §457 plan and to accept a transfer of assets from such retirement plan on behalf of any Employee of the Employer. The Trustee is also authorized, upon the written direction of the Plan Administrator, to transfer some or all of a Participant's vested Account Balance to another Code §457 plan on behalf of such Participant.

(i) The Trustee is authorized to execute, acknowledge and deliver all documents of transfer and conveyance, receipts, releases, and any other instruments that the Trustee deems necessary or appropriate to carry out its powers, rights and duties hereunder.

(j) If the Employer maintains more than one Plan, the assets of such Plans may be commingled for investment purposes. The Trustee must separately account for the assets of each Plan. A commingling of assets, as described in this paragraph, does not cause the Trusts maintained with respect to the Employer's Plans to be treated as a single Trust, except as provided in a separate document authorized in the first paragraph of this Section 12.04.

(k) If the Trustee is a bank or similar financial institution, the Trustee is authorized to invest in any type of deposit of the Trustee (including its own money market fund) at a reasonable rate of interest.

12.05 **More than One Person as Trustee.** If the Plan has more than one person acting as Trustee, the Trustees may allocate the Trustee responsibilities by mutual agreement and Trustee decisions will be made by a majority vote (unless otherwise agreed to by the Trustees) or as otherwise provided in a separate trust agreement or other binding document.

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12.06 **Annual Valuation.** The Plan assets will be valued at least on an annual basis. The Employer may designate more frequent valuation dates. The Trustee and Plan Administrator may agree to value the Trust on a more frequent basis, and/or to perform an interim valuation of the Trust.

12.07 **Reporting to Plan Administrator and Employer.** Within a reasonable time following the end of each Plan Year, the Trustee will file with the Employer an accounting of its administration of the Trust from the date of its last accounting. The accounting will include a statement of cash receipts, disbursements and other transactions effected by the Trustee since the date of its last accounting, and such further information as the Trustee and/or Employer deems appropriate. Upon receipt of such information, the Employer must promptly notify the Trustee of its approval or disapproval of the information.

12.08 **Reasonable Compensation.** The Trustee shall be paid reasonable compensation in an amount agreed upon by the Plan Administrator and Trustee. The Trustee also will be reimbursed for any reasonable expenses or fees incurred in its function as Trustee. The Plan will pay the reasonable compensation and expenses incurred by the Trustee, unless the Employer pays such compensation and expenses.

12.09 **Resignation and Removal of Trustee.** The Trustee may resign at any time by delivering to the Employer a written notice of resignation at least thirty (30) days prior to the effective date of such resignation, unless the Employer consents in writing to a shorter notice period. The Employer may remove the Trustee at any time, with or without cause, by delivering written notice to the Trustee at least 30 days prior to the effective date of such removal. The Employer may remove the Trustee upon a shorter written notice period if the Employer reasonably determines such shorter period is necessary to protect Plan assets. Upon the resignation, removal, death or incapacity of a Trustee, the Employer may appoint a successor Trustee which, upon accepting such appointment, will have all the powers, rights and duties conferred upon the preceding Trustee. In the event there is a period of time following the effective date of a Trustee's removal or resignation before a successor Trustee is appointed, the Employer is deemed to be the Trustee. During such period, the Trust continues to be in existence and legally enforceable, and the assets of the Plan shall continue to be protected by the provisions of the Trust.

12.10 **Indemnification of Trustee.** Except to the extent that it is judicially determined that the Trustee has acted with gross negligence or willful misconduct, the Employer shall indemnify the Trustee (whether or not the Trustee has resigned or been removed) against any liabilities, losses, damages, and expenses, including attorney, accountant, and other advisory fees, incurred as a result of:

(a) any action of the Trustee taken in good faith in accordance with any information, instruction, direction, or opinion given to the Trustee by the Employer, the Plan Administrator, or legal counsel of the Employer, or any person or entity appointed by any of them and authorized to give any information, instruction, direction, or opinion to the Trustee;

(b) the failure of the Employer, the Plan Administrator, or any person or entity appointed by any of them to make timely disclosure to the Trustee of information which any of them or any appointee knows or should know if it acted in a reasonably prudent manner; or

(c) any breach of fiduciary duty by the Employer, the Plan Administrator or any person or entity appointed by any of them, other than such a breach which is caused by any failure of the Trustee to perform its duties under this Trust.

The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this instrument or subsequently agreed upon by the parties. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee shall rest solely with the Employer.

The Employer agrees that the Trustee shall have no liability with regard to the investment or management of illiquid Plan assets transferred from a prior Trustee, and shall have no responsibility for investments made before the transfer of Plan assets to it, or for the viability or prudence of any investment made by a prior Trustee, including those represented by assets now transferred to the custody of the Trustee, or for any dealings whatsoever with respect to Plan assets before the transfer of such assets to the Trustee. The Employer shall indemnify and hold the Trustee harmless for any and all claims, actions or causes of action for loss or damage, or any liability whatsoever relating to the assets of the Plan transferred to the Trustee by any prior Trustee of the Plan, including any liability arising out of or related to any act or event, including prohibited transactions, occurring prior to the date the Trustee accepts such assets, including all claims, actions, causes of action, loss, damage, or any liability whatsoever arising out of or related to that act or event, although that claim, action, cause of action, loss, damage, or liability may not be asserted, may not have accrued, or may not have been made known until after the date the Trustee accepts the Plan assets. Such indemnification shall extend to all applicable periods, including periods for which the Plan is retroactively restated to comply with any tax law or regulation.

12.11 **Appointment of Custodian.** The Plan Administrator may appoint a Custodian to hold all or any portion of the Plan assets. A Custodian has the same powers, rights and duties as a Directed Trustee. The Custodian will be protected from any liability with

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respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, or other third party with authority to provide direction to the Custodian.

12.12 **Satisfaction of Trust Requirement Using Custodial Accounts or Annuity Contracts.** The Employer may satisfy the trust requirement of Code §457(g) as provided under Treas. Reg. §1.457-8(a)(3)(iii).

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SECTION 13
PARTICIPANT LOANS

13.01 **Availability of Participant Loans.** The Employer may elect under AA Appendix B to permit Participants to take loans from their vested Account Balance under the Plan. If the Employer elects to permit loans under the Plan, the Employer may elect to use the default loan policy under this Section 13, as modified under AA Appendix B, or may establish an outside loan policy for purposes of administering Participant loans under the Plan. If the Employer adopts a separate written loan policy, the terms of such separate loan policy will control over the terms of this Plan with respect to the administration of any Participant loans. Any separate written loan policy must satisfy the requirements under Code §72(p) and the regulations thereunder. Participant loans are subject to the terms of any vendor agreements or contracts associated with the Plan.

To receive a Participant loan, a Participant must sign a promissory note along with a pledge or assignment of the portion of the Account Balance used for security on the loan. The loan will be evidenced by a legally enforceable agreement which specifies the amount and term of the loan, and the repayment schedule.

Effective for Participant loans made after December 20, 2019, the Plan may not make any Participant loan through any credit card or any similar arrangement.

13.02 **Must be Available in Reasonably Equivalent Manner.** Participant loans must be made available to Participants in a reasonably equivalent manner. The Employer may elect under AA §B-8 to limit the availability of Participant loans to specified events.

13.03 **Loan Limitations.** A Participant loan may not be made to the extent such loan (when added to the outstanding balance of all other loans made to the Participant) exceeds the lesser of:

(a) $50,000 (reduced by the excess, if any, of the Participant's highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan is made, over the Participant's outstanding balance of loans from the Plan as of the date such loan is made) or

(b) one-half (½) of the Participant's vested Account Balance, determined as of the Valuation Date coinciding with or immediately preceding such loan, adjusted for any contributions or distributions made since such Valuation Date.

In applying the limitations under this Section 13.03, all plans maintained by the Employer are aggregated and treated as a single plan. In addition, any assignment or pledge of any portion of the Participant's interest in the Plan and any loan, pledge, or assignment with respect to any insurance contract purchased under the Plan will be treated as loan under this Section.

13.04 **Limit on Amount and Number of Loans.** Unless elected otherwise under AA §B-5 and/or AA §B-6, or under a separate written loan policy, a Participant may not receive a Participant loan of less than $1,000 nor may a Participant have more than one Participant loan outstanding at any time.

(a) **Loan renegotiation.** A Participant may renegotiate a loan without violating the one outstanding loan requirement to the extent such renegotiated loan is a new loan (i.e., the renegotiated loan separately satisfies the reasonable interest rate requirement under Section 13.05, the adequate security requirement under Section 13.06, and the periodic repayment requirement under Section 13.07) and the renegotiated loan does not exceed the limitations under Section 13.03 above, treating both the replaced loan and the renegotiated loan as outstanding at the same time. However, if the term of the renegotiated loan does not end later than the original term of the replaced loan, the replaced loan may be ignored in applying the limitations under Section 13.03 above.

(b) **Participant must be creditworthy.** The Plan Administrator may refuse to make a loan to any Participant who is determined to be not creditworthy. For this purpose, a Participant is not creditworthy if, based on the facts and circumstances, it is reasonable to believe that the Participant will not repay the loan. A Participant who has defaulted on a previous loan from the Plan and has not repaid such loan (with accrued interest) at the time of any subsequent loan will be treated as not creditworthy until such time as the Participant repays the defaulted loan (with accrued interest).

13.05 **Reasonable Rate of Interest.** All Participant loans will be charged a reasonable rate of interest. For this purpose, the interest rate charged on a Participant loan must be commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. The Employer may identify alternative methods for determining a reasonable rate of interest under AA §B-7 or under a separate written loan policy. The Plan Administrator must periodically review its interest rate assumptions to ensure the interest rate charged on Participant loans is reasonable.

If a Participant is in "military service" while such Participant has an outstanding Participant loan, the applicable interest charged on such loan during the period while the Participant is in "military service" will not exceed 6% per year provided the Participant provides written notice and a copy of such Participant's call-up or extension orders to the Plan Administrator within

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180 days following the Participant's termination or release from "military service." For this purpose, "military service" is as defined in the Soldier's and Sailor's Civil Relief Act of 1940 as modified by the Servicemembers Civil Relief Act of 2003. The Participant may voluntarily waive this 6% interest limitation and the Plan Administrator may petition the court to retain the original interest rate if the ability to repay is not affected by the Participant's activation to military duty.

13.06 **Adequate Security.** All Participant loans must be adequately secured. The Participant's vested Account Balance shall be used as security for a Participant loan provided the outstanding balance of all Participant loans made to such Participant does not exceed 50% of the Participants vested Account Balance, determined immediately after the origination of each loan. The Plan Administrator may require a Participant to provide additional collateral to receive a Participant loan if the Plan Administrator determines such additional collateral is required to protect the interests of Plan Participants. A separate loan policy or written modifications to this loan policy may prescribe alternative rules for obtaining adequate security. However, the 50% rule in this paragraph may not be replaced with a greater percentage.

13.07 **Periodic Repayment.** A Participant loan must provide for level amortization with payments to be made not less frequently than quarterly. A Participant loan must be payable within a period not exceeding five (5) years from the date the Participant receives the loan from the Plan, unless the loan is for the purchase of the Participant's principal residence, in which case the loan must be payable within a reasonable time commensurate with the repayment period permitted by commercial lenders for similar loans. Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of a Participant's wages, the frequency with which the Participant is paid, or other circumstances. If a Participant's paycheck is insufficient to make both Salary Deferrals and loan repayments, the Plan Administrator may establish an administrative procedure establishing the hierarchy for Salary Deferrals and loan repayments.

(a) **Unpaid leave of absence.** A Participant with an outstanding Participant loan may suspend loan payments to the Plan for up to 12 months for any period during which the Participant is on an unpaid leave of absence. Upon the Participant's return to employment (or after the end of the 12-month period, if earlier), the Participant's outstanding loan will be re-amortized over the remaining period of such loan to make up for the missed payments. The re-amortized loan may extend beyond the original loan term so long as the loan is paid in full by whichever of the following dates comes first: (1) the date which is five (5) years from the original date of the loan (or the end of the suspension, if sooner), or (2) the original loan repayment deadline (or the end of the suspension period, if later) plus the length of the suspension period.

Alternatively, upon a Participant's return to employment (or after the end of the 12-month period, if earlier), the Plan Administrator may allow the Participant's outstanding loan payments to resume at the same loan payment amount as of the time of the loan suspension, with a balloon payment of the remaining balance due by the earlier of (1) the date which is five (5) years from the original date of the loan (or the end of the suspension, if sooner), or (2) the original loan repayment deadline (or the end of the suspension period, if later) plus the length of the suspension period.

(b) **Military leave.** A Participant with an outstanding Participant loan also may suspend loan payments for any period such Participant is on military leave, in accordance with Code §414(u)(4). Upon the Participant's return from military leave (or the expiration of five years from the date the Participant began military leave, if earlier), loan payments will recommence under the amortization schedule in effect prior to the Participant's military leave, without regard to the five-year maximum loan repayment period. Alternatively, the loan may be re-amortized to require a different level of loan payment, as long as the amount and frequency of such payments are not less than the amount and frequency under the amortization schedule in effect prior to the Participant's military leave.

13.08 **Designation of Accounts.** Unless designated otherwise under a separate loan procedure, Participant loans will first be taken proportionately from the Participant's Employer Contribution Account and Matching Contribution Account, to the extent the Participant has a vested interest in such Accounts and subject to the loan limits under Section 13.03. If a Participant's total vested Account Balance attributable to the Employer Contribution and Matching Contribution Accounts is not sufficient to satisfy the amount of the loan, the Participant loan will next be taken from the Participant's Salary Deferral Account. Finally, the loan will be taken from the Participant's Rollover Contribution Account.

A Participant loan will be treated as a segregated investment on behalf of the individual Participant for whom the loan is made. Each payment of principal and interest paid by a Participant on such Participant's loan shall be credited to the Participant's Accounts and investment funds within such Accounts in the same manner as allocated under the above paragraph.

13.09 **Procedures for Loan Default.** Unless elected otherwise in AA Appendix B or in a separate written loan agreement, a Participant will be considered to be in default with respect to a loan if any scheduled repayment with respect to such loan is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due.

If a Participant defaults on a Participant loan, the Plan may not offset the Participant's Account Balance until the Participant is otherwise entitled to an immediate distribution of the portion of the Account Balance which will be offset and such amount being offset is available as security on the loan, pursuant to Section 13.06. For this purpose, a loan default is treated as an

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immediate distribution event to the extent the law does not prohibit an actual distribution of the type of contributions which would be offset as a result of the loan default. The Participant may repay the outstanding balance of a defaulted loan (including accrued interest through the date of repayment) at any time. Pending the offset of a Participant's Account Balance following a defaulted loan, the following rules apply to the amount in default.

(a) Interest continues to accrue on the amount in default until the time of the loan offset or, if earlier, the date the loan repayments are made current or the amount is satisfied with other collateral.

(b) A subsequent offset of the amount in default is not reported as a taxable distribution, except to the extent the taxable portion of the default amount was not previously reported by the Plan as a taxable distribution.

(c) The post-default accrued interest included in the loan offset is not reported as a taxable distribution at the time of the offset.

A separate loan policy or written modifications to this loan policy may modify the procedures for determining a loan default.

13.10 Termination of Employment.

(a) **Offset of outstanding loan.** Unless elected otherwise in AA Appendix B or in a separate written loan agreement, a Participant loan becomes due and payable in full immediately upon the Participant's termination of employment. Upon a Participant's termination, the Participant may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following termination of employment. If the Participant does not repay the entire outstanding loan balance, the Participant's vested Account Balance will be reduced by the remaining outstanding balance of the loan, to the extent such Account Balance is available as security on the loan, pursuant to Section 13.06, and the remaining vested Account Balance will be distributed in accordance with the distribution provisions under Section 8. If the outstanding loan balance of a deceased Participant is not repaid, the outstanding loan balance shall be treated as a distribution to the Participant and shall reduce the death benefit amount payable to the Beneficiary.

(b) **Direct Rollover.** Unless elected otherwise in AA Appendix B or in a separate written loan agreement, upon termination of employment, a Participant may request a Direct Rollover of the loan note (provided the distribution is an Eligible Rollover Distribution) to another qualified plan which agrees to accept a Direct Rollover of the loan note. A Participant may not engage in a Direct Rollover of a loan to the extent the Participant has already received a deemed distribution with respect to such loan.

(c) **Modified loan policy.** A separate loan policy or written modifications to this loan policy may modify this Section 13.10, including, but not limited to: (1) a provision to permit loan repayments to continue beyond termination of employment; (2) to prohibit the Direct Rollover of a loan note; and (3) to provide for other events that may accelerate the Participant's repayment obligation under the loan.

13.11 Amendment of Plan to Eliminate Participant Loans. The Plan may be amended at any time to eliminate Participant loans on a prospective basis. However, the elimination of a Participant loan feature may not result in the acceleration of payment of any existing Participant loans, unless the terms of the Participant loan permit such acceleration.

13.12 Mergers, Transfers or Direct Rollovers from another Plan/Change in Loan Record Keeper. Except as otherwise provided in an Investment Arrangement and related loan agreement, and subject to applicable requirements in Code §72(p) and the regulations thereunder, any Participant loan transferred into the Plan as the result of a merger, consolidation, or plan to plan transfer, or rolled over to the Plan from another plan, shall be administered in accordance with the provisions of the note reflecting such loan, and shall remain outstanding until repaid in accordance with its terms, except that the Participant may be permitted to renegotiate the terms of the loan to the extent necessary to ensure the administration of such loan continues to satisfy the requirements of Code §72(p) and the regulations thereunder. In addition, if there is a change in the person or persons to whom the record keeping of Participant loans has been delegated, a loan shall continue to be administered in accordance with the provisions of the note reflecting such loan, and shall remain outstanding until repaid in accordance with its terms, except that the Participant may be permitted to renegotiate the terms of a loan to the extent necessary to ensure the administration of the loan after the change in the loan record keeper continues to satisfy the requirements of Code §72(p) and the regulations thereunder, regardless of any contrary election under AA §B-14.

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SECTION 14
PLAN AMENDMENTS, TERMINATION, MERGERS, EXCHANGES AND TRANSFERS

14.01 Plan Amendments.

(a) Amendment by the Employer. The Employer shall have the right at any time to amend the Plan. (The ability to amend the Plan as authorized under this subsection (a) applies only to the Employer that executes the Signature Page of the Adoption Agreement. Any amendment to the Plan by the Employer under this subsection (a) also applies to any other Employer that participates under the Plan as a Participating Employer.) Such amendments include, but are not limited to:

(1) The Employer may change any optional selections under the Adoption Agreement.

(2) The Employer may add additional language or provisions to the Plan.

(3) The Employer may change the administrative selections under AA Appendix C by replacing the appropriate page(s) within the Adoption Agreement. Such amendment does not require re-execution of the Employer Signature Page.

(4) The Employer may amend administrative provisions of the Plan document, including the name of the Plan, Employer, Trustee, and Plan Administrator.

(5) The Employer may add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross-references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

(b) Reduction of Account Balance. No amendment to the plan shall be effective to the extent that it has the effect of reducing a Participant's Account Balance.

14.02 Plan Termination. The Employer may terminate (or freeze) this Plan at any time, as provided under Treas. Reg. §1.457-10. The Employer will amend the Plan as necessary to effectuate a Plan termination.

(a) Distribution upon Plan termination. Upon the termination of the Plan, the Plan Administrator shall direct the distribution of Account Balances to Participants in accordance with the provisions under Section 8 as soon as administratively practicable after termination of the Plan. Regardless of the elections made in the Agreement, upon Plan termination, the Plan Administrator may make a lump sum payout of a Participant's vested Account Balance without the consent of the Participant or Beneficiaries.

(b) Termination upon merger, liquidation or dissolution of the Employer. The Plan may terminate upon the liquidation or dissolution of the Employer provided however, that in any such event, arrangements may be made for the Plan to be continued by any successor to the Employer.

(c) Missing Participants. Upon termination of the Plan, if any Participant cannot be located after a reasonable diligent search, the Plan Administrator may make a direct rollover to an IRA selected by the Plan Administrator. An automatic rollover under this subsection (c) may be made on behalf of any missing Participant, regardless of the value of such Participant's vested Account Balance.

14.03 Merger or Consolidation. In the event the Plan is merged or consolidated with another plan, each Participant must be entitled to a benefit immediately after such merger or consolidation that is at least equal to the benefit the Participant would have been entitled to if the Plan terminated immediately before such merger or consolidation.

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SECTION 15
MISCELLANEOUS

15.01 **Exclusive Benefit.** Except as provided under this Section 15, no part of the Plan assets may revert to the Employer prior to the satisfaction of all liabilities under the Plan nor will such Plan assets be used for, or diverted to, a purpose other than the exclusive benefit of Participants or their Beneficiaries.

No amendment may authorize or permit any portion of the assets held under the Plan to be used for or diverted to a purpose other than the exclusive benefit of Participants or their Beneficiaries, except to the extent such assets are used to pay taxes or administrative expenses of the Plan. An amendment also may not cause or permit any portion of the assets held under the Plan to revert to or become property of the Employer.

15.02 **Return of Employer Contributions.** Upon written request by the Employer, the Trustee may return any Employer Contributions made because of a mistake of fact to the Employer.

15.03 **Alienation or Assignment.** Except as permitted under applicable statute or regulation, a Participant or Beneficiary may not assign, alienate, transfer or sell any right or claim to a benefit or distribution from the Plan, and any attempt to assign, alienate, transfer or sell such a right or claim shall be void, except as permitted by statute or regulation. Any such right or claim under the Plan shall not be subject to attachment, execution, garnishment, sequestration, or other legal or equitable process. This prohibition against alienation or assignment also applies to the creation, assignment, or recognition of a right to a benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a QDRO pursuant to Section 11.06.

15.04 **Participants' Rights.** The adoption of this Plan by the Employer does not give any Participant, Beneficiary, or Employee a right to continued employment with the Employer and does not affect the Employer's right to discharge an Employee or Participant at any time. This Plan also does not create any legal or equitable rights in favor of any Participant, Beneficiary, or Employee against the Employer or Plan Administrator. Unless the context indicates otherwise, any amendment to this Plan is not applicable to determine the benefits accrued (and the extent to which such benefits are vested) by a Participant or former Employee whose employment terminated before the effective date of such amendment, except where application of such amendment to the terminated Participant or former Employee is required by statute, regulation or other guidance of general applicability. Where the provisions of the Plan are ambiguous as to the application of an amendment to a terminated Participant or former Employee, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

15.05 **Military Service.** To the extent required under Code §414(u), an Employee who returns to employment with the Employer following a period of qualified military service will receive any contributions, benefits and service credit required under Code §414(u), provided the Employee satisfies all applicable requirements under the Code and regulations. In determining the amount of contributions under Code §414(u), Plan Compensation will be deemed to be the compensation the Employee would have received during the period while in military service based on the rate of pay the Employee would have received from the Employer but for the absence due to military leave. If the compensation the Employee would have received during the leave is not reasonably certain, Plan Compensation will be equal to the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the military leave or, if shorter, the Employee's actual period of employment with the Employer.

(a) **Death benefits under qualified military service.** In the case of a Participant who dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed and then terminated employment on account of death. This provision is effective with respect to deaths occurring on or after January 1, 2007.

(b) **Benefit accruals.** If elected under AA §10-3, for benefit accrual purposes, the Plan will treat an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service (as defined in Code §414(u)) with respect to the Employer, as if the individual has resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. This provision is effective with respect to deaths and disabilities occurring on or after January 1, 2007.

(1) This subsection (b) shall apply only if all individuals performing qualified military service with respect to the Employer maintaining the plan who die or became disabled as a result of performing qualified military service prior to reemployment by the employer are credited with service and benefits on reasonably equivalent terms.

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(2) The amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this subsection (b) shall be determined on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of:

(i) the 12-month period of service with the Employer immediately prior to qualified military service, or

(ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

(c) **Plan distributions.** Notwithstanding the provisions regarding the treatment of Differential Pay and if elected under AA §9-2(a), an individual may be treated as having a Severance from Employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §457(d). If an individual elects to receive a distribution while on military leave, the individual may not make Salary Deferrals under the Plan during the 6-month period beginning on the date of the distribution.

(d) **Make-Up Contributions.** A Participant who is reemployed following a qualified military leave shall have the right to make up any Salary Deferrals or After-Tax Employee Contributions to which such Participant would have been entitled but for the fact the Participant was on qualified military leave. The Employer will also make any Employer Contributions and Matching Contributions the Participant would have earned during the period of qualified military leave had the Participant remained employed during such period. The Employer will only be required to make Matching Contributions if the reemployed Participant makes up the underlying contributions that were eligible for the Matching Contributions.

In determining the amount of Make-Up Contributions, a Participant may make under this subsection (d), a Participant will be treated as earning Plan Compensation during the period the Participant was on qualified military leave equal to:

(1) the rate of pay the Participant would have received from the Employer during such period had the Participant not been on qualified military leave, or

(2) if the Plan Compensation the Participant would have received during such period was not reasonably certain, the Participant's average Plan Compensation during the 12-month period immediately preceding the qualified military leave (or the entire period of employment, if shorter).

If the Employer is required under this subsection (d) to make Employer Contributions for a reemployed Participant, the Employer must make such Employer Contributions not later than 90 days after the date of reemployment or the date the Employer Contributions are otherwise due for the year in which the military service was performed. For Salary Deferrals and After-Tax Employee Contributions, a Participant who is reemployed following a qualified military leave may make up such contributions during the period beginning on the date of reemployment and ending on the earlier of the date that is three times the length of the military service period or 5 years from the date of reemployment. Any required Matching Contributions must be made in the same manner as other Matching Contribution under the Plan following the Participant's contribution of the amounts eligible for the Matching Contributions.

Any make up contributions under this subsection (d) are subject to the Code §457(b) Basic Annual Limit under **Section 5** for the year for which the make-up contribution would have been made had the Participant not been on qualified military leave.

15.06 **Annuity Contracts.** Any annuity contract distributed under the Plan must be nontransferable. In addition, the terms of any annuity contract purchased and distributed to a Participant or Beneficiary must comply with all requirements under this Plan.

15.07 **Use of IRS compliance programs.** Nothing in this Plan document should be construed to limit the availability of the IRS' compliance programs, An Employer may take whatever corrective actions are permitted under the IRS compliance programs, as is deemed appropriate by the Plan Administrator or Employer.

15.08 **Governing Law.** The provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Employer has its principal place of business. Alternatively, the Employer may designate the governing state law under AA §10-5.

15.09 **Waiver of Notice.** Any person entitled to a notice under the Plan may waive the right to receive such notice, to the extent such a waiver is not prohibited by law, regulation or other pronouncement.

15.10 **Use of Electronic Media.** The Plan Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a

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Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally applicable guidance). The Plan Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, applying for Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

15.11 **Severability of Provisions.** In the event that any provision of this Plan shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions under the Plan shall be construed as if the illegal, invalid or unenforceable provisions had never been included in the Plan.

15.12 **Binding Effect.** The Plan, and all actions and decisions made thereunder, shall be binding upon all applicable parties, and their heirs, executors, administrators, successors and assigns.

15.13 **Same-Sex Spouses.** Effective June 26, 2013, to the extent applicable to Governmental Plans, any Plan rule that applies because a Participant is married must be applied with respect to a Participant who is married to an individual of the same sex. See Notice 2015-86, Notice 2014-19, Rev. Rul. 2013-17, and the decision in U.S. v Windsor, 570 U.S. 12 (2013). For example, under the required minimum distribution rules of Code §401(a)(9) and the rollover rules of Code §402(c), certain options are provided for a surviving spouse that are not available to a non-spouse beneficiary. These options must be provided to a same-sex spouse.

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SECTION 16
PARTICIPATING EMPLOYERS

16.01 **Participation by Participating Employers.** A Related Employer may elect to participate under this Plan by executing a Participating Employer Adoption Page. A Participating Employer may not contribute to this Plan unless it executes the Participating Employer Adoption Page.

16.02 **Participating Employer Adoption Page.**

(a) **Application of Plan provisions.** By executing a Participating Employer Adoption Page, a Participating Employer adopts all the provisions of the Plan, including the elective choices made by the signatory Employer under the Adoption Agreement. The Participating Employer may elect under the Participating Employer Adoption Page to modify the elective provisions under the Adoption Agreement as they apply to the Participating Employer.

(b) **Plan amendments.** In addition, unless provided otherwise under the Participating Employer Adoption Page, a Participating Employer is bound by any amendments made to the Plan in accordance with Section 14.01.

(c) **Trust Declaration.** The Participating Employer agrees to use the same Trustee(s) as is designated on the Trust Declaration under the Agreement, except as provided in a separate agreement.

16.03 **Compensation of Related Employers.** In applying the provisions of this Plan, Total Compensation includes amounts earned with a Related Employer, regardless of whether such Related Employer executes a Participating Employer Adoption Page. The Employer may elect under AA §5-3(j) to exclude amounts earned with a Related Employer that does not execute a Participating Employer Adoption Page for purposes of determining an Employee's Plan Compensation.

16.04 **Discontinuance of Participation by a Participating Employer.** A Participating Employer may discontinue its participation under the Plan at any time. To document a Participating Employer's cessation of participation, the following procedures should be followed: (1) the Participating Employer should adopt a resolution that formally terminates active participation in the Plan as of a specified date, (2) the Employer that has executed the Employer Signature Page should re-execute such page, indicating an amendment by page substitution through the deletion of the Participating Employer Adoption Page executed by the withdrawing Participating Employer, and (3) the withdrawing Participating Employer should provide any notices to its Employees that are required by law. Discontinuance of participation means that no further benefits accrue after the effective date of such discontinuance with respect to employment with the withdrawing Participating Employer. The portion of the Plan attributable to the withdrawing Participating Employer may continue as a separate plan, under which benefits may continue to accrue, through the adoption by the Participating Employer of a successor plan (which may be created through the execution of a separate Adoption Agreement by the Participating Employer) or by spin-off of the portion of the Plan attributable to such Participating Employer followed by a merger or transfer into another existing plan, as specified in a merger or transfer agreement.

16.05 **Operational Rules for Related Employer Groups.** If an Employer has one or more Related Employers, the Employer and such Related Employer(s) constitute a Related Employer group. In such case, the following rules apply to the operation of the Plan.

(a) If the term "Employer" is used in the context of administrative functions necessary to the operation, establishment, maintenance, or termination of the Plan, only the Employer executing the Employer Signature Page under the Adoption Agreement, and any Related Employer executing a Participating Employer Adoption Page, is treated as the Employer.

(b) Hours of Service are determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(c) The term Excluded Employee is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(d) Compensation is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(e) An Employee is not treated as terminated from employment if the Employee is employed by any member of the Related Employer group.

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In all other contexts, the term "Employer" generally means a reference to all members of the Related Employer group, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the treatment of the Related Employer group as the Employer, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

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CITY OF SHAKOPEE 457(B) DEFERRED COMPENSATION PLAN
457(b) Governmental AA V2
Contract Number – 0038852001
Plan Document Summary
Prepared as of 1/31/2025

This Plan Document Summary ("Summary") is intended to provide you with a high-level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document or Summary Plan Description (SPD). If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document or SPD conflict, the provisions of the plan document and SPD govern.

EMPLOYER/PLAN INFORMATION [AA §1 / AA §2]

EFFECTIVE DATE OF PLAN:

- **Plan restatement effective:** January 31, 2025
- **Original effective date:** February 1, 1982

EMPLOYER INFORMATION

Name: City of Shakopee, MN
Address:
485 Gorman St
Shakopee, Minnesota 55379-2687
Phone: 952-233-9314
EIN: 41-6005539

PLAN ADMINISTRATOR: Employer

EMPLOYER TAX YEAR END: December 31

FICA REPLACEMENT PLAN: No

PLAN YEAR: Calendar Year

TRUSTEE: No Trustee. Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.

COMPENSATION [AA §5]

TOTAL COMPENSATION: W-2 Compensation

Deferrals	ER Contributions	Match
PLAN COMPENSATION: No exclusions **COMPENSATION PERIOD:** Plan Year **COMPENSATION ONLY WHILE PARTICIPANT:** No	**PLAN COMPENSATION:** No Employer contributions	**PLAN COMPENSATION:** No match

EXCLUDED EMPLOYEES [AA §3]

Deferrals	ER Contributions	Match
Following Employees excluded: ▪ Other: Any Employee classified as Hourly, Part-time, Seasonal or Temporary Employees as provided in Regulation section 31.3121(b)(7)-2(d)(2)(iii) with the exception of Employees classified as Part-time Firefighters	No ER contributions	No match

INDEPENDENT CONTRACTORS:

Deferrals	ER Contributions	Match
Independent Contractors may participate	No Employer Contributions	No Matching Contributions

MINIMUM AGE AND SERVICE [AA §4]

Deferrals	ER Contributions	Match
Minimum Age: None **Minimum Service:** None **Service Counting Method:** Equivalency Method for Employees for whom hourly records not maintained	No Employer Contributions	No match

ENTRY DATES [AA §4-2]

Deferrals	ER Contributions	Match
Entry Dates: Immediate	No Employer Contributions	No match

SALARY DEFERRALS [AA §6A]

CATCH-UP CONTRIBUTIONS: Yes

ROTH CONTRIBUTIONS: Yes

IN-PLAN ROTH CONVERSIONS: No

EMPLOYER CONTRIBUTIONS [AA §6]

NO EMPLOYER CONTRIBUTIONS

MATCHING CONTRIBUTIONS [AA §6B]

NO MATCHING CONTRIBUTIONS

RETIREMENT AGE AND DISTRIBUTIONS [AA §7 / AA §9]

NORMAL RETIREMENT AGE: Participant may designate a Normal Retirement Age that is between age 65 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED POLICE: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED FIREFIGHTERS: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

PERMISSIBLE DISTRIBUTION EVENTS:

Deferrals	ER Contributions	Match
• Age 70 1/2 • Unforeseeable Emergency	No Employer Contributions	No Matching Contributions

LIMITATIONS ON IN-SERVICE DISTRIBUTIONS:
- Participant may not take a distribution after termination of employment for:
  - Unforeseeable Emergency Distributions

DISTRIBUTIONS OF SMALLER AMOUNTS:
- Participant may receive distribution of smaller amounts as described under the Plan

FORM OF DISTRIBUTION UPON TERMINATION:
- Lump sum
- Partial lump sum
- Installments for requirement minimum distributions only
- Repetitive Payments

TIMING OF DISTRIBUTIONS: Within a reasonable time following an event, such as termination

INVOLUNTARY CASH-OUT THRESHOLD: $1,000

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less than $1,000

SPOUSAL CONSENT: Not required under the Plan

BENEFICIARY PROVISIONS: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participants death benefit, such amount shall be distributed to the Participants surviving Spouse.If the Participant does not have a surviving Spouse, distribution will be made to the Participants surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants).If the Participant has no surviving children, distribution will be made to the Participants surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participants estate.

DIVORCE OF SPOUSE: If the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan will be automatically rescinded

MISCELLANEOUS PROVISIONS [AA §10]

Deferrals	ER Contributions	Match
VALUATION DATE: Daily	**VALUATION DATE:** No ER contributions	**VALUATION DATE:** No match

LOAN POLICY [APPENDIX B]

LOANS: Not permitted

ADMINISTRATIVE ELECTIONS [APPENDIX C]

ROLLOVERS: Yes

DEFAULT QDRO PROCEDURES APPLY: No

PARTICIPANT DIRECTION: Allowed from all Accounts

Agenda Item: Minnesota DNR Conservation Partners Legacy Expedited Projects Grant Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen

Action to be considered:

Adopt Resolution R2025-027, accepting Minnesota (MN) DNR Conservation Partners Legacy Expedited Projects (ECPL) program grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:
Simple Majority

Background:
At its November 6, 2024 meeting, Council approved the application to the Minnesota DNR ECPL grant via Resolution R2024-138. The ECPL grant is providing funding to conduct vegetation maintenance at Stagecoach Park, Ridge Creek Park, and the 169 Pollinator Prairie.

Recommendation:

Adopt Resolution R2025-027.

Budget Impact:
The grant requires a 10% match and will be provided through the Engineering Department's Surface Water Fund.

Attachments:
Resolution R2025-027 AWARD.pdf
Resolution R2024-138.pdf

RESOLUTION R2025-027
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING MINNESOTA DNR'S CONSERVATION PARTNERS LEGACY EXPEDITED PROJECTS GRANT AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Minnesota DNR Conservation Partners Legacy Expedited Projects grant, previously approved via Resolution R2024-138 on 6th day of November 2024, and

WHEREAS, the grant award is to provide funding to conduct vegetation maintenance in public parks, and

WHEREAS, the City of Shakopee was awarded the Conservation Partners Legacy Expedited Project grant for $50,000, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Engineering Department's Surface Water fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by the Minnesota DNR, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 18th day of February 2025.

_____
Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

_____
Heidi Emerson
Deputy City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

RESOLUTION R2024-138
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING THE CITY TO SUBMIT A MINNESOTA DNR CONSERVATION PARTNERS LEGACY EXPEDITED PROJECTS GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota DNR Conservation Partners Legacy Expedited Projects grant, and

WHEREAS, the application is to obtain $50,000 in funding to conduct vegetation maintenance in public parks, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Engineering Department's Surface Water fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the MN DNR, the City of Shakopee agrees to accept the grant award and may enter into an agreement with MN DNR for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 6th day of November 2024.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Lori Hensen
City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Agenda Item: Monthly Financial Report - December 2024
Prepared by: Nate Reinhardt, Finance Director
Reviewed by:

Action to be considered:
Review of December 2024 General Fund revenues/expenditures and 4th quarter investment report.

Motion Type:
Informational only

Background:

General Fund - December 2024 (see attachment) ***(Preliminary results)***

These are preliminary results for the year ended 12/31/2024. The city will be paying bills, collecting receipts and preparing journal entries related to 2024 over the next few weeks. In addition to the adjustments for payables/receivables, there will be significant General Fund balance adjustments in accordance with adopted city policies.

The 2024 Budget column has been adjusted for budget amendments approved by City Council on July 2, 2024 and December 17, 2024.

Revenue variances (100% target)

- Total revenues were at 110 percent of budgeted revenues or $3.66 million ahead of budgeted revenues.
- Licenses and permits have exceeded the budget expectation for the full year as a result of building permits, but slightly down from the previous year. In 2024, the city received permits for 12 commercial buildings, 1 apartment, 63 townhomes and 271 single family homes. Total permit value was $322 million.
- Intergovernmental revenue has exceeded the full year of budget expectations, primarily a result of public safety grants received during the year.
- Charges for services ended up ahead of budget targets, despite Sandventure not opening. Primarily as a result of more than expected engineering fees and police contracted services.

- Miscellaneous includes interest earnings and an unrealized gain on investments, which exceeded budget targets.

Expenditure variances (100% target)

- In total departmental expenditures are at 99% of budget or $257k under budget.
- Mayor & Council department expenditures are currently below budget targets as a result less dues paid during 2024, including the elimination of dues being paid to the Association of Metro Municipalities, Suburban Rate Authority and Conference of Mayors.
- Four of the six departments exceeding budget (Administration, City Clerk, Finance and Recreation) were a result of the year-end compensated absences adjustment. The City is required to implement a new accounting standard (GASB 101 Compensated Absences) that have increased the liability/expense for compensated absences.
- The Fire department exceeded their budget amount primarily as a result of the new staffing model and being under in some of our assumptions in costs for part-time staffing, uniforms and training expenses.
- The Building Inspections department is exceeding budget targets, as a result of software costs related to programming rental inspections and credit card processing fees related directly to more than anticipated revenue being received.
- Engineering had open positions during the year that led to savings in that department.
- Street maintenance costs being under budget, is partially a reflection of the winter weather and not having the snow plowing and snow removal costs anticipated.

Quarterly Investment Portfolio Report - Q4, 2024 (see attachment)

Attached is the 4th quarter investment portfolio report including a cover page that provides a comparison of investment results over the past five years. The report provided by Wells Fargo Securities encompasses all city investments. As required by the investment policy the report provides:

- Total return performance measured against the the three year treasury (Page 6)
- Weighted average yield (Page 3/Page 6) A listing of individual securities held at the end of the reporting period listed by maturity date (Pages 15-18)
- The carrying basis, the current calculated accredited basis and the current market value (Page 3)

As a reminder, the city's investment policy is guided by the investment acronym SLY, which stands for Safety, Liquidity and Yield, and in that priority order. Safety of principal is the foremost objective of the investment program. Second, the investment portfolio needs to remain sufficiently liquid to meet day-to-day operational requirements. Lastly,

attaining a market yield is the third goal of the investment policy. The first two priorities of safety and liquidity limit the ability of the portfolio to realize comparable private sector earning in those robust years. However, the policy also minimizes the changes of experiencing losses in the down years.

Recommendation:
Information only

Budget Impact:
The audit report and annual comprehensive financial report will be presented in June.

Attachments:
Monthly Financial Report- with Revenues December 2024.pdf
December 31, 2024 - Investments Narrative.pdf
2024 Investment Report - Q4.pdf
2024 December Financial Report (Preliminary Results) Presentation.pdf

CITY OF SHAKOPEE
Monthly Financial Report

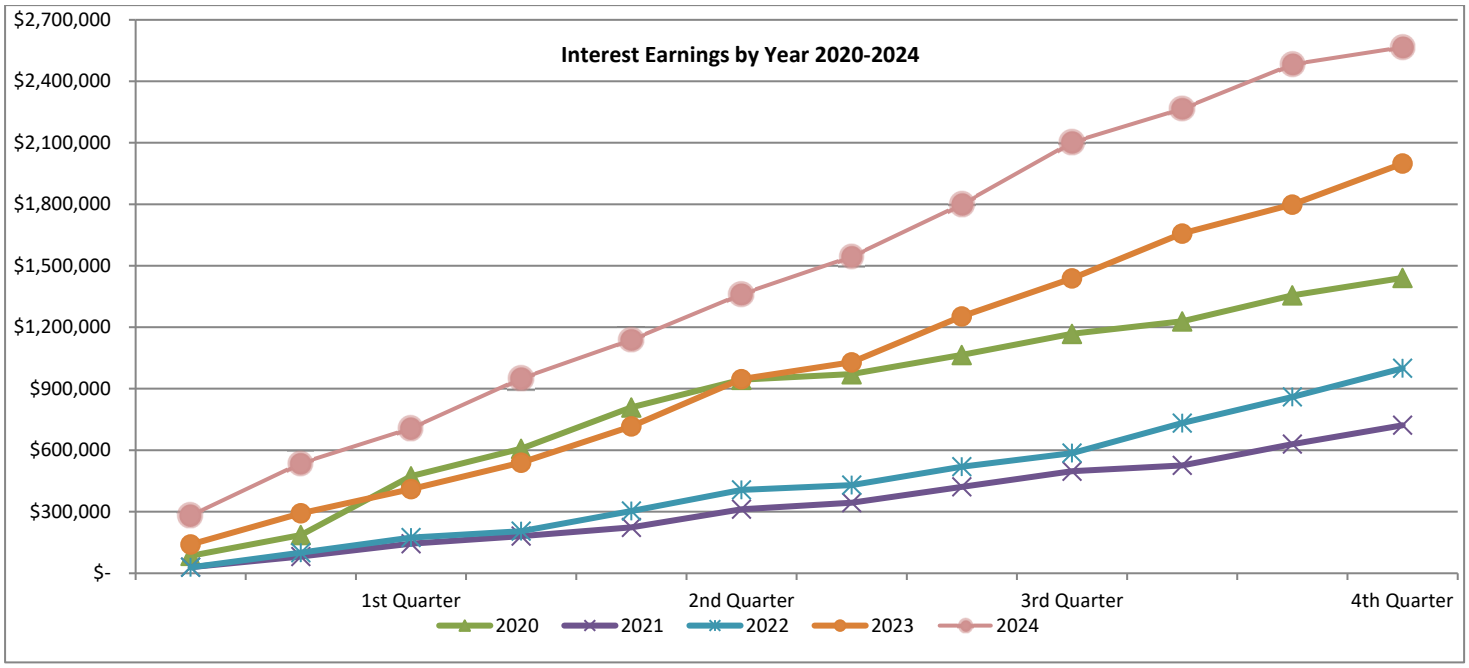
	YTD 2024 Budget	December 2024 Actual	YTD 2024 Actual	Budget Balance Remaining	Percent Used	YTD 2023 Actual
01000 - GENERAL FUND						
REVENUES:						
* - TAXES	22,569,800	10,876,165	22,653,516	(83,716)	100% →	20,790,614
* - SPECIAL ASSESSMENTS	14,000	9,122	20,783	(6,783)	148% ↑	56,190
* - LICENSES AND PERMITS	3,491,450	370,815	5,542,102	(2,050,652)	159% ↑	6,393,007
* - INTERGOVERNMENTAL	5,200,650	450,412	5,605,406	(404,756)	108% ↑	5,592,885
* - CHARGES FOR SERVICES	4,813,350	221,276	5,030,682	(217,332)	105% →	5,425,468
* - FINES AND FORFEITS	325,200	43,922	296,452	28,748	91% →	327,215
* - MISCELLANEOUS	379,200	(18,583)	1,304,368	(925,168)	344% ↑	2,512,897
TOTAL REVENUES	**36,793,650**	**11,953,127**	**40,453,309**	**(3,659,659)**	**110% →**	**41,098,276**
EXPENDITURES:						
11 - MAYOR & COUNCIL	(208,000)	(15,166)	(135,800)	(72,200)	65% ↑	(175,971)
12 - ADMINISTRATION	(2,643,925)	(420,822)	(2,651,953)	8,028	100% →	(2,322,235)
13 - CITY CLERK	(567,500)	(53,670)	(570,270)	2,770	100% →	(514,432)
15 - FINANCE	(1,128,925)	(72,708)	(1,137,995)	9,070	101% →	(1,063,152)
17 - PLANNING AND DEVELOPMENT	(886,900)	(95,154)	(820,768)	(66,132)	93% →	(587,878)
18 - FACILITIES	(603,650)	(72,280)	(598,174)	(5,476)	99% →	(670,732)
31 - POLICE DEPARTMENT	(12,204,900)	(2,216,154)	(12,158,904)	(45,996)	100% →	(11,005,615)
32 - FIRE	(3,991,500)	(603,607)	(4,251,334)	259,834	107% →	(3,662,339)
33 - INSPECTION-BLDG-PLMBG-HTG	(1,876,400)	(109,607)	(2,059,299)	182,899	110% ↓	(1,774,234)
41 - ENGINEERING	(1,490,850)	(162,272)	(1,338,551)	(152,299)	90% ↑	(1,204,737)
42 - STREET MAINTENANCE	(2,837,830)	(342,760)	(2,572,396)	(265,434)	91% →	(2,591,333)
44 - FLEET	(565,100)	(49,549)	(516,988)	(48,112)	91% →	(469,800)
46 - PARK MAINTENANCE	(3,455,170)	(392,565)	(3,384,853)	(70,317)	98% →	(3,279,145)
67 - RECREATION	(5,208,560)	(692,308)	(5,218,233)	9,673	100% →	(5,080,094)
91 - UNALLOCATED	(13,100)	3,580	(9,659)	(3,441)	74% ↑	(42,627)
TOTAL EXPENDITURES	**(37,682,310)**	**(5,295,044)**	**(37,425,177)**	**(257,133)**	**99% →**	**(34,444,322)**
OTHER FINANCING						
* - TRANSFERS IN	634,610	495,553	495,553	139,057	78%	400,000
* - TRANSFERS OUT	0	0	0	0	#DIV/0!	(4,048,650)
OTHER FINANCING TOTAL	**634,610**	**495,553**	**495,553**	**139,057**	**130%**	**(3,648,650)**
FUND TOTAL	**(506,600)**	**7,153,636**	**3,523,685**	**(3,777,735)**		**2,019,185**

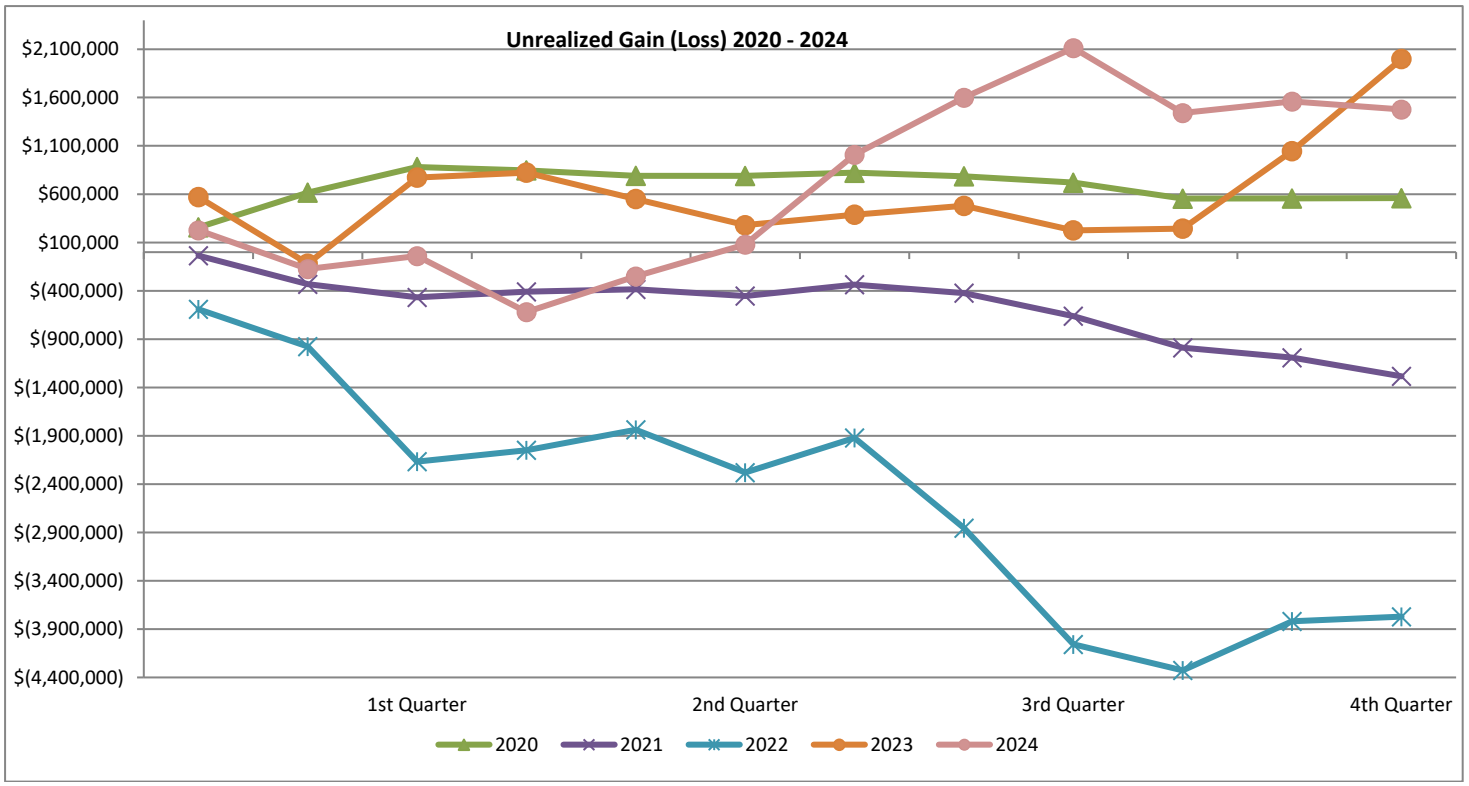
Key

↑ Varies more than 10% than budget positively
↓ Varies more than 10% than budget negatively
→ Within 10% of budget

Investments

The City currently has a cash and investment balance of $90.5 million compared to a balance of $99.8 million one year ago. The City's total investment gain for 2024 is $4,042,893 which is comprised of investment income in the amount of $2,566,984 and an unrealized gain of $1,475,909. This compares to an investment gain for 2023 of $3,998,875, which included investment income of $1,999,373 and an unrealized gain of $1,999,502. The City intends to hold all investments until they mature, however it's important to keep in mind that changes in market interest rates will impact unrealized gains/losses of the investment portfolio. Rising interest rates in 2021 and 2022 resulted in unrealized losses ("paper losses") over those years, while declining/flat 2020, 2023, 2024 rates led to unrealized gains.





Fixed Income Strategy

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City of Shakopee

Analysis Date:	1/14/2025
Portfolio as of:	12/31/2024
Market Data as of:	12/31/2024

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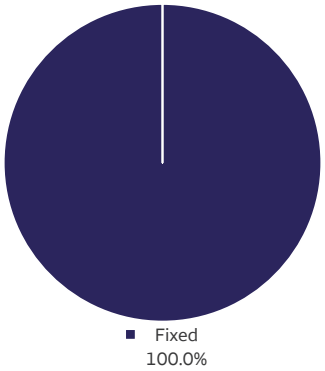
Portfolio Summary

Portfolio Snapshot	
Number of Positions	202
Par ($000)	91,656
Book Value ($000)	91,457
Mkt Value w/o Accrd ($000)	90,075
Unrlzed Gain / Loss ($000)	(1,382)
Coupon	3.19

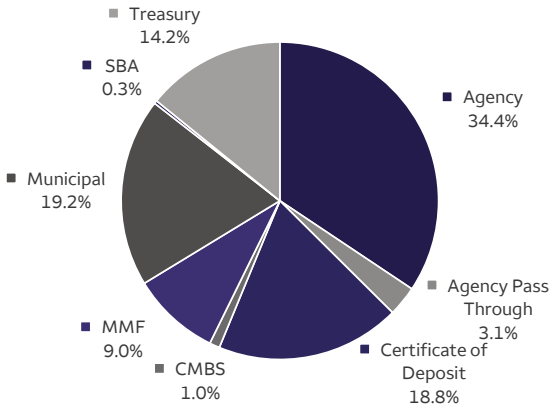
Characteristics	
Book Yield	3.29
Market Yield	4.38
Wgt Avg Maturity	2.5
Average Life	2.3
Effective Duration	2.1
Effective Convexity	0.0

12M Projected Cash Flow ($000)	
Overnight Funds Principal	8,250
Overnight Funds Interest	1
Term Securities Principal	25,577
Term Securities Interest	2,355
Total Cash Flow	36,183

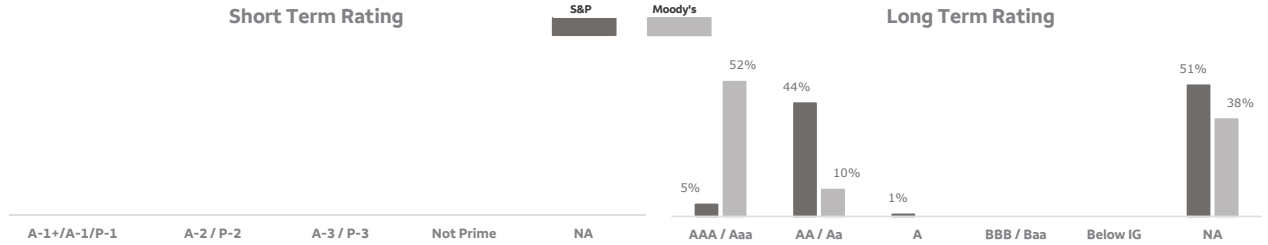
Coupon Structure



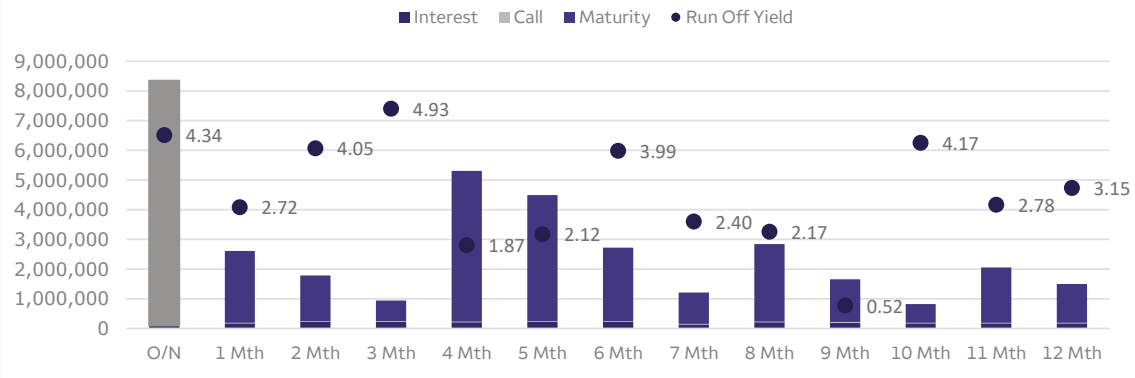
Portfolio Allocation



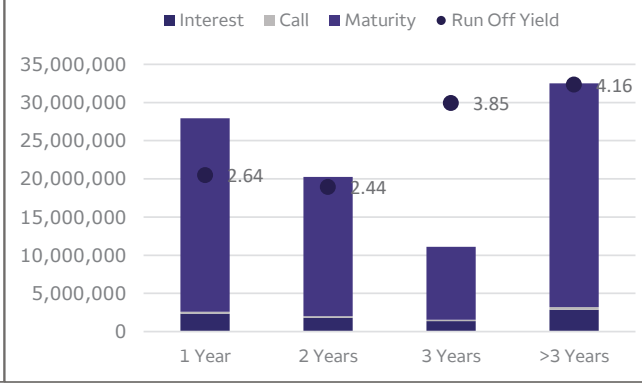
Credit Exposure



Overnight & Monthly Cash Flows and Yield Runoff*



Annual Cash Flows and Yield Runoff (*excludes O/N)



*Cash Flow Projections Chart - 1 Year Cash flow does not include O/N Cash Flow or Run Off Yield

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Cash Flow Projections

Time Period	Date	Interest ($)	Call ($)	Maturity ($)	Run Off Yield (%)	Monthly Total ($)	Cumulative Total ($)
O/N		981	0	8,250,240	4.34	8,251,221	8,251,221
	Jan-25	170,594	20,083	2,418,700	2.72	2,609,376	10,860,597
	Feb-25	233,454	16,957	1,533,543	4.05	1,783,954	12,644,551
	Mar-25	220,993	30,842	688,078	4.93	939,913	13,584,464
	Apr-25	214,261	18,237	5,073,294	1.87	5,305,791	18,890,256
	May-25	229,729	19,659	4,239,145	2.12	4,488,533	23,378,789
	Jun-25	229,906	20,543	2,469,579	3.99	2,720,028	26,098,817
	Jul-25	137,354	20,899	1,049,793	2.40	1,208,046	27,306,863
	Aug-25	209,599	20,869	2,612,601	2.17	2,843,068	30,149,931
	Sep-25	189,891	33,315	1,429,403	0.52	1,652,609	31,802,541
	Oct-25	172,043	18,514	628,217	4.17	818,775	32,621,315
	Nov-25	174,597	17,947	1,866,038	2.78	2,058,582	34,679,898
Year 1	Dec-25	172,460	15,701	1,314,862	3.15	1,503,023	36,182,921
	Jan-26	126,635	16,672	1,218,590	0.76	1,361,897	37,544,818
	Feb-26	184,895	13,832	1,428,424	3.41	1,627,152	39,171,970
	Mar-26	172,449	26,870	1,092,628	2.71	1,291,948	40,463,917
	Apr-26	154,478	15,447	1,278,154	2.63	1,448,078	41,911,995
	May-26	164,580	16,235	1,780,990	1.53	1,961,805	43,873,799
	Jun-26	162,496	16,073	2,301,665	4.21	2,480,234	46,354,033
	Jul-26	120,671	17,049	517,630	1.07	655,350	47,009,383
	Aug-26	164,598	16,522	2,387,430	1.29	2,568,550	49,577,933
	Sep-26	151,702	27,945	1,517,065	2.42	1,696,713	51,274,646
	Oct-26	137,136	14,811	901,882	3.37	1,053,829	52,328,475
	Nov-26	149,760	14,108	3,556,704	2.10	3,720,571	56,049,046
Year 2	Dec-26	121,175	13,117	270,530	4.13	404,822	56,453,868
	Jan-27	114,605	13,538	626,367	4.01	754,510	57,208,378
	Feb-27	146,047	11,268	1,209,192	4.22	1,366,507	58,574,885
	Mar-27	136,113	23,237	673,222	4.32	832,572	59,407,457
	Apr-27	118,330	12,770	1,900,397	3.86	2,031,496	61,438,953
	May-27	122,503	13,185	1,460,716	3.89	1,596,405	63,035,358
	Jun-27	115,394	13,025	810,593	4.55	939,012	63,974,370
	Jul-27	109,534	13,701	325,332	1.17	448,568	64,422,938
	Aug-27	130,180	12,964	475,122	1.34	618,266	65,041,204
	Sep-27	105,212	23,955	594,918	3.67	724,085	65,765,288
	Oct-27	94,714	11,914	824,711	4.33	931,339	66,696,627
	Nov-27	93,030	11,123	624,512	3.97	728,665	67,425,292
Year 3	Dec-27	101,900	10,798	24,320	2.06	137,019	67,562,311

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Cash Flow Projections - Continued

Time Period	Date	Interest ($)	Call ($)	Maturity ($)	Run Off Yield (%)	Monthly Total ($)	Cumulative Total ($)
	Jan-28	107,472	10,637	873,127	4.21	991,236	68,553,547
	Feb-28	125,957	9,295	962,928	3.91	1,098,180	69,651,727
	Mar-28	85,438	19,996	573,925	4.32	679,360	70,331,087
	Apr-28	76,450	10,184	1,262,626	1.47	1,349,260	71,680,346
	May-28	78,212	9,807	914,330	3.53	1,002,349	72,682,695
	Jun-28	98,367	10,533	1,255,108	4.66	1,364,009	74,046,704
	Jul-28	99,678	10,454	22,863	2.03	132,995	74,179,699
	Aug-28	108,489	9,625	1,747,612	4.17	1,865,726	76,045,425
	Sep-28	79,943	19,907	390,314	4.63	490,164	76,535,589
	Oct-28	63,903	8,836	620,124	3.98	692,862	77,228,451
	Nov-28	65,990	8,576	267,947	4.74	342,514	77,570,964
Year 4	Dec-28	81,537	8,156	619,770	4.12	709,462	78,280,427
	Jan-29	98,032	7,849	1,219,596	4.11	1,325,477	79,605,903
	Feb-29	88,349	7,147	319,422	4.70	414,917	80,020,821
	Mar-29	75,129	16,504	72,649	3.53	164,282	80,185,103
	Apr-29	47,951	7,329	32,046	2.09	87,326	80,272,429
	May-29	75,686	7,391	1,156,909	4.75	1,239,986	81,512,415
	Jun-29	55,535	7,598	976,719	4.65	1,039,852	82,552,267
	Jul-29	72,687	7,342	267,516	4.35	347,545	82,899,812
	Aug-29	83,505	7,025	1,018,312	3.53	1,108,842	84,008,654
	Sep-29	71,398	15,998	618,108	3.95	705,504	84,714,159
	Oct-29	45,505	6,106	517,898	5.19	569,508	85,283,667
	Nov-29	50,606	6,040	265,698	5.16	322,345	85,606,011
Year 5	Dec-29	34,453	5,581	516,489	4.31	556,522	86,162,534
	Jan-30	70,408	5,276	2,012,281	4.50	2,087,965	88,250,498
	Feb-30	60,610	4,735	617,070	4.00	682,415	88,932,914
	Mar-30	59,251	13,160	71,747	3.71	144,158	89,077,072
	Apr-30	31,446	4,670	46,496	2.16	82,611	89,159,684
	May-30	48,126	4,705	514,603	4.39	567,434	89,727,117
	Jun-30	27,007	4,706	154,427	4.30	186,140	89,913,257
	Jul-30	5,238	4,395	258,240	4.32	267,873	90,181,130
	Aug-30	48,357	4,284	889,053	4.33	941,694	91,122,824
	Sep-30	57,387	12,204	1,113,714	3.68	1,183,305	92,306,129
	Oct-30	25,243	3,638	662,288	4.40	691,170	92,997,299
	Nov-30	38,274	3,490	12,133	2.02	53,897	93,051,196
Year 6	Dec-30	23,219	3,139	496,973	4.61	523,331	93,574,527

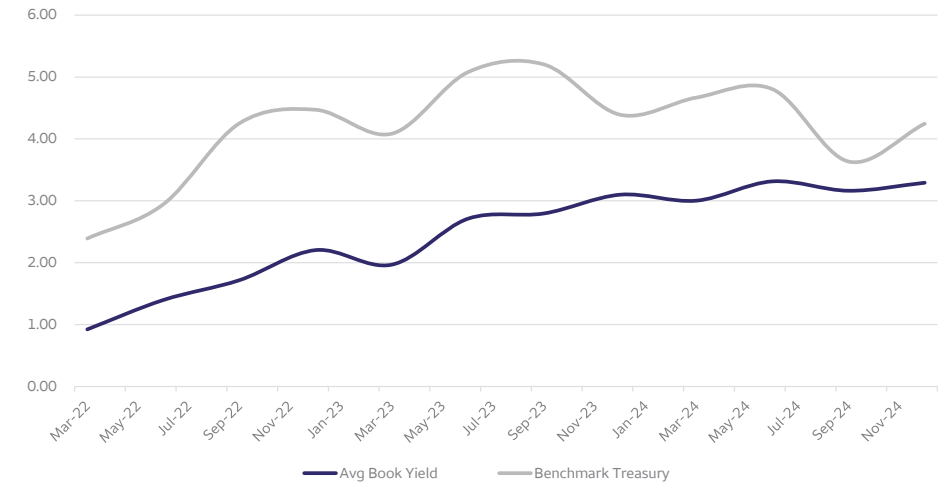
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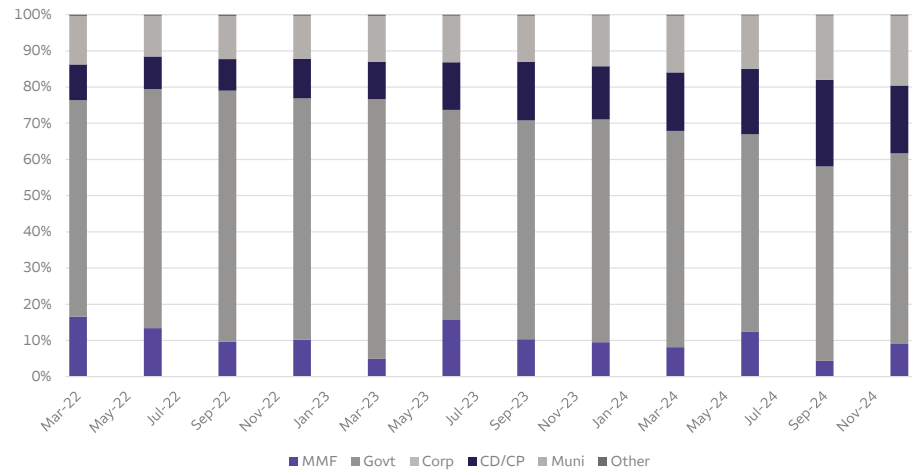
Historical Performance

Date	# Line Items	Avg Coupon	Total Par ($000)	G / L	Avg Bk Yield	Avg Mkt Yield	Bnchmrk Tsy Yield	Wgt Avg Maturity	Eff Dur	Ratings		Portfolio Allocation*					
										Moody's	S&P	MMF	Govt	Corp	CD/CP	Muni	Other
12/31/24	202	3.19	91,656	(1,382)	3.29	4.38	4.25	2.5	2.1	Aaa	AA+	9%	53%	0%	19%	19%	0%
09/30/24	201	3.12	91,866	(426)	3.16	4.08	3.64	2.5	2.1	Aaa	AA+	4%	54%	0%	24%	18%	0%
06/30/24	214	3.31	104,770	(2,431)	3.32	5.01	4.80	2.4	1.9	Aaa	AA+	12%	55%	0%	18%	15%	0%
03/31/24	190	3.01	92,857	(2,602)	3.00	4.80	4.67	2.5	1.9	Aaa	AA+	8%	60%	0%	16%	16%	0%
12/31/23	203	2.88	103,952	(2,487)	3.10	4.69	4.39	2.3	1.7	Aaa	AA+	10%	62%	0%	15%	14%	0%
09/30/23	184	2.80	92,468	(4,234)	2.80	5.33	5.20	2.3	1.6	Aaa	AA+	10%	60%	0%	16%	13%	0%
06/30/23	172	2.71	95,860	(4,262)	2.71	5.10	5.08	2.2	1.6	Aaa	AA+	16%	58%	0%	13%	13%	0%
03/31/23	156	2.11	81,724	(3,819)	1.97	4.39	4.09	2.5	1.9	Aaa	AA+	5%	72%	0%	10%	13%	0%
12/31/22	166	2.20	88,475	(4,349)	2.20	4.54	4.47	2.3	1.9	Aaa	AA+	10%	67%	0%	11%	12%	0%
09/30/22	153	1.81	83,100	(4,609)	1.72	4.07	4.25	2.4	1.9	Aaa	AA+	10%	69%	0%	9%	12%	0%
06/30/22	159	1.42	88,612	(2,946)	1.40	2.64	2.95	2.3	1.9	Aaa	AA+	13%	66%	0%	9%	11%	0%
03/31/22	128	1.15	68,384	(2,250)	0.92	1.93	2.39	3.0	2.3	Aaa	AA+	17%	60%	0%	10%	13%	0%

Book Yield vs. Treasury Benchmark



Portfolio Allocation*



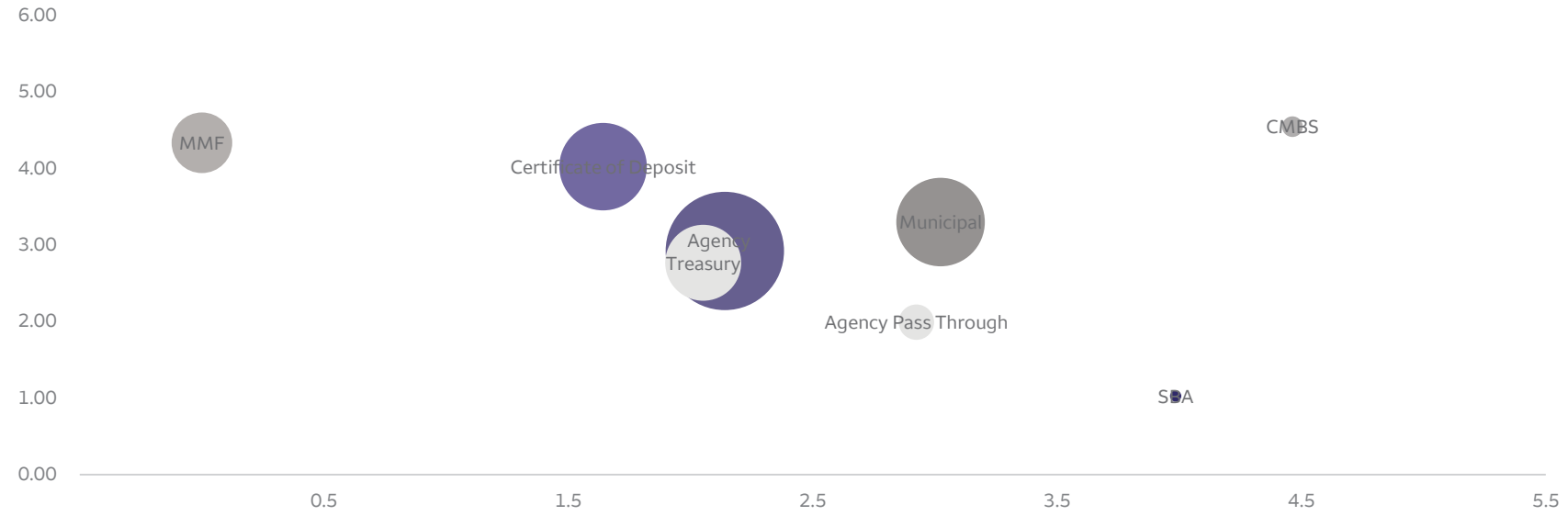
* Portfolio Allocation is a new addition to portfolio analysis. Data will be added over time.

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Yield / Duration Contribution

Book Yield by Duration and Sector



Sector	Total (%)	Book Value ($)	Market Value ($)	G / L ($)	Book Yield	Eff Dur
Agency	34.4%	31,436,120	30,990,801	(445,319)	2.92	2.1
Agency Pass Through	3.1%	2,807,523	2,573,456	(234,067)	1.99	2.9
Certificate of Deposit	18.8%	17,182,942	17,154,755	(28,187)	4.03	1.6
CMBS	1.0%	955,224	947,810	(7,414)	4.55	4.5
MMF	9.0%	8,250,240	8,250,240	0	4.34	0.0
Municipal	19.2%	17,589,981	17,207,715	(382,266)	3.30	3.0
SBA	0.3%	284,633	243,833	(40,800)	1.03	4.0
Treasury	14.2%	12,950,368	12,706,725	(243,643)	2.77	2.1
Total Portfolio	**100.0%**	**91,457,033**	**90,075,335**	**(1,381,697)**	**3.29**	**2.1**

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Credit Rating Monitor

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							Moody's			S & P			Fitch		
ID	CUSIP	Sector	Issuer	Cpn	Final Maturity	Par Amount	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch
1	091096NE3	Municipal	BIRMINGHAM AL WTRWKS BRD WTR R	2.36	01/01/25	500,000	WR	01/01/25	-	NR	01/02/25	-	-	-	-
74	79773KBH6	Municipal	SAN FRANCISCO CA CITY & CNTY	1.10	06/15/26	165,000	Aa1	10/22/24	-	AA+	12/18/24	-	AAA	12/24/24	-
121	3133ERA92	Agency	FEDERAL FARM CREDIT BANK	4.13	11/12/27	600,000	Aaa	11/11/24	-	AA+	11/11/24	-	AA+	11/22/24	-
171	052397Z58	Municipal	AUSTIN TX	5.50	09/01/30	350,000	-	-	-	AAA	08/23/24	-	AA+	11/21/24	-
90	91282CLS8	Treasury	US TREASURY N/B	4.13	10/31/26	600,000	Aaa	10/29/24	-	-	-	-	AA+u	11/05/24	-
117	576000ZG1	Municipal	MASSACHUSETTS ST SCH BLDG AUTH	1.28	08/15/27	450,000	Aa1	09/25/24	-	AA+	06/22/20	-	AAA	06/19/20	-
176	771588WJ5	Municipal	ROCHESTER MN	5.00	02/01/31	440,000	Aaa	06/05/24	-	AAA	06/06/24	-	-	-	-
167	664214QD8	Municipal	N E IA CMNTY CLG	5.00	06/01/30	140,000	Aa1	05/23/24	-	-	-	-	-	-	-
180	3133ERDM0	Agency	FEDERAL FARM CREDIT BANK	4.75	05/02/31	600,000	Aaa	04/30/24	-	AA+	04/29/24	-	AA+	05/13/24	-
105	3133EP6K6	Agency	FEDERAL FARM CREDIT BANK	4.50	03/26/27	600,000	Aaa	03/20/24	-	AA+	03/19/24	-	AA+	04/25/24	-
147	91282CJW2	Treasury	US TREASURY N/B	4.00	01/31/29	1,200,000	Aaa	04/24/24	-	-	-	-	AA+u	02/07/24	-
113	68607LXQ5	Municipal	OREGON ST	5.89	06/01/27	372,523	Aa1	04/16/10	-	AA+	03/09/11	-	AA+	04/16/24	-
197	3130B0X87	Agency	FEDERAL HOME LOAN BANK	4.75	03/10/34	600,000	Aaa	04/15/24	-	AA+	04/15/24	-	-	-	-
109	135537GZ5	Municipal	CANADIAN CNTY OK INDEP SCH DIS	4.60	05/01/27	700,000	-	-	-	A+	03/07/24	-	-	-	-
120	3133EPH81	Agency	FEDERAL FARM CREDIT BANK	4.50	10/04/27	600,000	Aaa	11/29/23	-	AA+	11/28/23	-	-	-	-
195	419792M86	Municipal	HAWAII ST	4.84	10/01/33	650,000	Aa2	11/15/23	-	AA+	11/15/23	-	AA	11/15/23	-
143	91282CJF9	Treasury	US TREASURY N/B	4.88	10/31/28	600,000	Aaa	11/14/23	-	-	-	-	AA+u	11/09/23	-
196	3130AXQZ4	Agency	FEDERAL HOME LOAN BANK	4.88	12/09/33	650,000	Aaa	11/06/23	-	AA+	11/06/23	-	-	-	-
146	3130AXQK7	Agency	FEDERAL HOME LOAN BANK	4.75	12/08/28	600,000	Aaa	11/02/23	-	AA+	11/02/23	-	-	-	-
152	425201AZ3	Municipal	HENDERSON NV	5.25	06/01/29	465,000	Aa2	10/24/23	-	AA+	10/24/23	-	-	-	-
173	91282CHZ7	Treasury	US TREASURY N/B	4.63	09/30/30	600,000	Aaa	09/29/23	-	-	-	-	AA+u	10/11/23	-
182	3130AXEZ7	Agency	FEDERAL HOME LOAN BANK	4.88	09/12/31	500,000	Aaa	10/02/23	-	AA+	10/02/23	-	-	-	-
23	880591EW8	Agency	TENN VALLEY AUTHORITY	0.75	05/15/25	1,000,000	Aaa	05/06/20	-	AA+	05/06/20	-	AA+	08/03/23	-
166	3133EPKK0	Agency	FEDERAL FARM CREDIT BANK	3.88	05/23/30	500,000	Aaa	05/18/23	-	AA+	05/17/23	-	AA+	08/02/23	-
192	3133EPBR5	Agency	FEDERAL FARM CREDIT BANK	4.25	02/23/33	600,000	Aaa	02/21/23	-	AA+	02/17/23	-	AA+	08/02/23	-
85	3133EHWV1	Agency	FEDERAL FARM CREDIT BANK	2.40	09/01/26	600,000	Aaa	08/23/17	-	AA+	08/23/17	-	AA+	08/02/23	-
16	3133ENTK6	Agency	FEDERAL FARM CREDIT BANK	2.51	04/01/25	1,000,000	Aaa	03/28/22	-	AA+	03/25/22	-	AA+	08/02/23	-
149	3133ENWT3	Agency	FEDERAL FARM CREDIT BANK	3.95	05/17/29	650,000	Aaa	05/12/22	-	AA+	05/11/22	-	AA+	08/02/23	-
26	3133ENXE5	Agency	FEDERAL FARM CREDIT BANK	2.85	05/23/25	1,000,000	Aaa	05/18/22	-	AA+	05/17/22	-	AA+	08/02/23	-
75	3133ENZF0	Agency	FEDERAL FARM CREDIT BANK	4.40	06/22/26	1,000,000	Aaa	06/17/22	-	AA+	06/16/22	-	AA+	08/02/23	-
11	3134GXS88	Agency	FREDDIE MAC	4.00	02/28/25	800,000	Aaa	08/19/22	-	AA+	08/09/22	-	AA+	08/02/23	-
32	3134GXXS8	Agency	FREDDIE MAC	3.25	06/27/25	855,000	Aaa	06/08/22	-	AA+	06/07/22	-	AA+	08/02/23	-
164	31359MFJ7	Agency	FANNIE MAE	7.13	01/15/30	1,850,000	Aaa	08/02/11	-	AA+	08/08/11	-	AA+	08/02/23	-
18	3135G03U5	Agency	FANNIE MAE	0.63	04/22/25	2,100,000	Aaa	07/01/20	-	AA+	05/04/20	-	AA+	08/02/23	-
42	3135G05X7	Agency	FANNIE MAE	0.38	08/25/25	500,000	Aaa	08/26/20	-	AA+	08/25/20	-	AA+	08/02/23	-

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Credit Rating Monitor

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							Moody's			S & P			Fitch		
ID	CUSIP	Sector	Issuer	Cpn	Final Maturity	Par Amount	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch
118	31364FCB5	Agency	FANNIE MAE	6.09	09/27/27	570,000	Aaa	08/02/11	-	AA+	08/08/11	-	AA+	08/02/23	-
39	3136G4N74	Agency	FANNIE MAE	0.56	08/21/25	500,000	Aaa	08/11/20	-	AA+	08/10/20	-	AA+	08/02/23	-
129	91282CBZ3	Treasury	US TREASURY N/B	1.25	04/30/28	450,000	Aaa	06/24/22	-	-	-	-	AA+u	08/01/23	-
84	91282CCW9	Treasury	US TREASURY N/B	0.75	08/31/26	105,000	Aaa	06/24/22	-	-	-	-	AA+u	08/01/23	-
82	9128282A7	Treasury	US TREASURY N/B	1.50	08/15/26	1,000,000	Aaa	09/26/16	-	-	-	-	AA+u	08/01/23	-
8	9128283V0	Treasury	US TREASURY N/B	2.50	01/31/25	1,000,000	Aaa	01/26/18	-	-	-	-	AA+u	08/01/23	-
103	912828V98	Treasury	US TREASURY N/B	2.25	02/15/27	600,000	Aaa	02/27/17	-	-	-	-	AA+u	08/01/23	-
63	91282CBQ3	Treasury	US TREASURY N/B	0.50	02/28/26	550,000	Aaa	02/26/21	-	-	-	-	AA+u	08/01/23	-
62	91282CGL9	Treasury	US TREASURY N/B	4.00	02/15/26	600,000	Aaa	06/26/23	-	-	-	-	AA+u	08/01/23	-
126	91282CGP0	Treasury	US TREASURY N/B	4.00	02/29/28	600,000	Aaa	02/28/23	-	-	-	-	AA+u	08/01/23	-
88	912828YG9	Treasury	US TREASURY N/B	1.63	09/30/26	150,000	Aaa	10/01/19	-	-	-	-	AA+u	08/01/23	-
89	912828YQ7	Treasury	US TREASURY N/B	1.63	10/31/26	275,000	Aaa	12/02/19	-	-	-	-	AA+u	08/01/23	-
98	912828YU8	Treasury	US TREASURY N/B	1.63	11/30/26	800,000	Aaa	12/02/19	-	-	-	-	AA+u	08/01/23	-
12	912828ZC7	Treasury	US TREASURY N/B	1.13	02/28/25	225,000	Aaa	02/27/20	-	-	-	-	AA+u	08/01/23	-
27	912828ZT0	Treasury	US TREASURY N/B	0.25	05/31/25	1,225,000	Aaa	05/28/20	-	-	-	-	AA+u	08/01/23	-
44	91282CAM3	Treasury	US TREASURY N/B	0.25	09/30/25	650,000	Aaa	09/24/20	-	-	-	-	AA+u	08/01/23	-
123	91282CBJ9	Treasury	US TREASURY N/B	0.75	01/31/28	600,000	Aaa	01/28/21	-	-	-	-	AA+u	08/01/23	-
165	91282CGQ8	Treasury	US TREASURY N/B	4.00	02/28/30	600,000	Aaa	02/28/23	-	-	-	-	AA+u	08/01/23	-
68	91282CGV7	Treasury	US TREASURY N/B	3.75	04/15/26	600,000	Aaa	04/12/23	-	-	-	-	AA+u	08/01/23	-
80	797272QR5	Municipal	SAN DIEGO CA CMNTY CLG DIST	2.30	08/01/26	310,000	Aa1	07/05/23	-	AAA	08/28/19	-	-	-	-
133	664214PS6	Municipal	N E IA CMNTY CLG	5.25	06/01/28	205,000	Aa1	05/22/23	-	-	-	-	-	-	-
138	64966QCE8	Municipal	NEW YORK NY	2.63	08/01/28	675,000	Aa2	10/01/20	-	AA	07/19/19	-	AA	02/17/23	-
102	73358XDB5	Municipal	PORT AUTH OF NEW YORK & NEW JE	1.75	02/15/27	90,000	Aa3	12/06/21	-	AA-	05/06/22	-	AA-	12/09/22	-
124	73358XDC3	Municipal	PORT AUTH OF NEW YORK & NEW JE	1.90	02/15/28	90,000	Aa3	12/06/21	-	AA-	05/06/22	-	AA-	12/09/22	-
159	13063D2W7	Municipal	CALIFORNIA ST	5.10	10/01/29	500,000	Aa2	10/26/22	-	AA-	10/27/22	-	AA	10/26/22	-
45	875124GS2	Municipal	TAMPA BAY FL WTR REGL WTR SPLY	2.91	10/01/25	110,000	Aa1	01/08/16	-	AA+	01/07/16	-	AA	10/07/22	-
61	819190WU9	Municipal	SHAKOPEE MN INDEP SCH DIST #72	0.81	02/01/26	250,000	Aa1	07/29/22	-	-	-	-	-	-	-
114	3130ASGU7	Agency	FEDERAL HOME LOAN BANK	3.50	06/11/27	400,000	Aaa	06/15/22	-	AA+	06/15/22	-	-	-	-
140	798186P30	Municipal	SAN JOSE CA UNIF SCH DIST SANT	1.22	08/01/28	205,000	Aaa	06/10/22	-	AA+	12/16/20	-	-	-	-
28	3130AS6N4	Agency	FEDERAL HOME LOAN BANK	3.25	06/06/25	500,000	Aaa	05/18/22	-	AA+	05/18/22	-	-	-	-
186	3130AS5M7	Agency	FEDERAL HOME LOAN BANK	4.28	05/26/32	1,000,000	Aaa	05/17/22	-	AA+	05/17/22	-	-	-	-
20	3130ARVZ1	Agency	FEDERAL HOME LOAN BANK	3.38	04/29/25	1,000,000	Aaa	04/25/22	-	AA+	04/25/22	-	-	-	-
108	3130ARJH5	Agency	FEDERAL HOME LOAN BANK	3.15	04/22/27	1,000,000	Aaa	03/28/22	-	AA+	03/28/22	-	-	-	-
34	91523NWV4	Municipal	UNIV OF WASHINGTON WA UNIV REV	1.95	07/01/25	550,000	Aaa	02/01/22	-	AA+	01/31/22	-	-	-	-
174	605581QQ3	Municipal	MISSISSIPPI ST	1.99	10/01/30	650,000	Aa2	11/05/21	-	AA	11/05/21	-	AA	11/08/21	-
96	3130APTE5	Agency	FEDERAL HOME LOAN BANK	1.27	11/24/26	1,000,000	Aaa	11/08/21	-	AA+	11/08/21	-	-	-	-
142	544351PT0	Municipal	LOS ANGELES CA	1.70	09/01/28	370,000	Aa2	10/13/21	-	AA	10/14/21	-	AAA	10/13/21	-

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Credit Rating Monitor

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						Moody's			S & P			Fitch		
ID	CUSIP	Sector	Issuer	Cpn	Final Maturity	Par Amount	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch	Current Rating	Eff Date	Watch
175	082419F56	Municipal	BENSENVILLE IL	2.00	12/30/30	485,000	-	-	-	AA	08/30/21	-	-	-	-
116	977123X94	Municipal	WISCONSIN ST TRANSPRTN REVENUE	1.11	07/01/27	300,000	-	-	-	AAA	08/25/21	-	AA+	06/22/20	-
161	021807MB5	Municipal	ALTOONA PA AREA SCH DIST	1.74	12/01/29	255,000	-	-	-	AA	08/10/21	-	-	-	-
83	3130ANM64	Agency	FEDERAL HOME LOAN BANK	1.00	08/26/26	700,000	Aaa	08/09/21	-	AA+	08/09/21	-	-	-	-
71	3130ANFG0	Agency	FEDERAL HOME LOAN BANK	0.88	05/18/26	800,000	Aaa	07/23/21	-	AA+	07/23/21	-	-	-	-
19	3130ANAZ3	Agency	FEDERAL HOME LOAN BANK	0.60	04/28/25	700,000	Aaa	07/13/21	-	AA+	07/13/21	-	-	-	-
93	92818N5U8	Municipal	VIRGINIA ST RESOURCES AUTH INF	2.00	11/01/26	985,000	Aa1	07/08/21	-	AA	07/13/21	-	-	-	-
60	3130AN7C8	Agency	FEDERAL HOME LOAN BANK	0.85	01/29/26	700,000	Aaa	07/09/21	-	AA+	07/09/21	-	-	-	-
137	68587FAY0	Municipal	OREGON EDU DISTS FULL FAITH &	1.53	06/30/28	285,000	Aa2	07/06/21	-	AA	07/07/21	-	-	-	-
69	970294DD3	Municipal	WILLIAMSTON MI CMNTY SCHS SCH	1.25	05/01/26	710,000	Aa1	06/18/21	-	-	-	-	-	-	-
87	3130AMUF7	Agency	FEDERAL HOME LOAN BANK	0.95	09/30/26	500,000	Aaa	06/10/21	-	AA+	06/10/21	-	-	-	-
157	66702RZE5	Municipal	NORTHSIDE TX INDEP SCH DIST	5.00	08/15/29	500,000	Aaa	04/23/21	-	-	-	-	AAA	04/26/21	-
66	3130ALU85	Agency	FEDERAL HOME LOAN BANK	1.00	03/30/26	250,000	Aaa	03/25/21	-	AA+	03/25/21	-	-	-	-
130	88213ARR8	Municipal	TEXAS ST A & M UNIV REVENUES	1.51	05/15/28	400,000	Aaa	03/05/21	-	AAA	03/05/21	-	AAA	03/05/21	-
67	797400MR6	Municipal	SAN DIEGO CNTY CA REGL TRANSPR	1.04	04/01/26	650,000	-	-	-	AAA	02/04/21	-	AAA	02/11/21	-
128	797400MT2	Municipal	SAN DIEGO CNTY CA REGL TRANSPR	1.50	04/01/28	750,000	-	-	-	AAA	02/04/21	-	AAA	02/11/21	-
52	3130ALAA2	Agency	FEDERAL HOME LOAN BANK	0.56	11/24/25	600,000	Aaa	02/10/21	-	AA+	02/10/21	-	-	-	-
51	3130AKY26	Agency	FEDERAL HOME LOAN BANK	0.51	11/24/25	500,000	Aaa	02/01/21	-	AA+	02/01/21	-	-	-	-
148	172513CN1	Municipal	CINNAMINSON TWP NJ	1.75	02/01/29	300,000	-	-	-	AA+	01/25/21	-	-	-	-
100	3130AKRE8	Agency	FEDERAL HOME LOAN BANK	0.85	01/29/27	600,000	Aaa	01/13/21	-	AA+	01/13/21	-	-	-	-
37	54438CYK2	Municipal	LOS ANGELES CA CMNTY CLG DIST	0.77	08/01/25	850,000	Aaa	10/19/20	-	AA+	10/20/20	-	-	-	-
170	559686WU0	Municipal	MAGNOLIA TX INDEP SCH DIST	5.00	08/15/30	875,000	Aaa	09/25/20	-	-	-	-	-	-	-
53	13067WRC8	Municipal	CALIFORNIA ST DEPT OF WTR RESO	0.79	12/01/25	300,000	Aa1	07/17/20	-	AAA	07/16/20	-	-	-	-
119	671137C62	Municipal	OAK CREEK WI	2.20	10/01/27	200,000	Aa2	03/06/20	-	-	-	-	-	-	-
163	260741SL8	Municipal	DOWNERS GROVE IL	2.02	01/01/30	145,000	-	-	-	AAA	02/19/20	-	-	-	-
177	072024WS7	Municipal	BAY AREA CA TOLL AUTH TOLL BRI	2.57	04/01/31	150,000	Aa3	09/06/19	-	AA	09/05/19	-	AA	09/06/19	-
43	3130AERV4	Agency	FEDERAL HOME LOAN BANK	3.13	09/12/25	750,000	Aaa	08/08/18	-	AA+	08/08/18	-	-	-	-
156	261172QE3	Municipal	DOWNTOWN SAVANNAH GA AUTH	3.60	08/01/29	500,000	Aa1	06/04/18	-	AA+	06/04/18	-	-	-	-
184	442331S62	Municipal	HOUSTON TX	6.29	03/01/32	418,373	Aa3	03/01/17	-	AA	03/01/17	-	-	-	-
139	64971WN89	Municipal	NEW YORK CITY NY TRANSITIONAL	2.77	08/01/28	600,000	Aa1	09/12/16	-	AAA	09/09/16	-	AAA	09/09/16	-
158	3130A35P5	Agency	FEDERAL HOME LOAN BANK	3.50	09/24/29	600,000	Aaa	09/17/14	-	AA+	09/16/14	-	-	-	-
65	313373B68	Agency	FEDERAL HOME LOAN BANK	4.38	03/13/26	770,000	Aaa	08/02/11	-	AA+	08/08/11	-	-	-	-

FDIC-Insured brokered CDs are not included in the Credit Rating Monitor

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Positions by Sector

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
11	3134GXS88	FREDDIE MAC	0.9%	4.00	02/28/25	Aaa	AA+	-	Amer	800,000	08/09/22	100.00	100.00	99.93	(533)	3.97	4.38	0.2	0.2	0.0
16	3133ENTK6	FEDERAL FARM CREDIT BANK	1.1%	2.51	04/01/25	Aaa	AA+	-	Bullet	1,000,000	04/01/22	99.67	99.97	99.54	(4,283)	2.63	4.35	0.2	0.2	0.0
18	3135G03U5	FANNIE MAE	2.3%	0.63	04/22/25	Aaa	AA+	-	Bullet	2,100,000	04/22/20	99.96	100.00	98.90	(23,099)	0.63	4.23	0.3	0.3	0.0
19	3130ANAZ3	FEDERAL HOME LOAN BANK	0.8%	0.60	04/28/25	Aaa	AA+	-	Amer	700,000	07/21/21	100.00	100.00	98.80	(8,382)	0.60	4.32	0.3	0.3	0.0
20	3130ARVZ1	FEDERAL HOME LOAN BANK	1.1%	3.38	04/29/25	Aaa	AA+	01/29/25	Berm	1,000,000	06/21/22	99.15	99.89	99.69	(2,027)	3.70	4.32	0.3	0.3	0.0
23	880591EW8	TENN VALLEY AUTHORITY	1.1%	0.75	05/15/25	Aaa	AA+	-	Bullet	1,000,000	05/06/20	99.71	99.98	98.70	(12,811)	0.81	4.29	0.4	0.4	0.0
26	3133ENXE5	FEDERAL FARM CREDIT BANK	1.1%	2.85	05/23/25	Aaa	AA+	-	Bullet	1,000,000	05/19/22	100.16	100.02	99.39	(6,263)	2.79	4.40	0.4	0.4	0.0
28	3130AS6N4	FEDERAL HOME LOAN BANK	0.5%	3.25	06/06/25	Aaa	AA+	03/06/25	Berm	500,000	05/26/22	100.10	100.01	99.49	(2,609)	3.18	4.44	0.4	0.4	0.0
32	3134GXXS8	FREDDIE MAC	0.9%	3.25	06/27/25	Aaa	AA+	-	Amer	855,000	06/29/22	99.58	99.93	99.46	(3,988)	3.40	4.37	0.5	0.5	0.0
39	3136G4N74	FANNIE MAE	0.5%	0.56	08/21/25	Aaa	AA+	02/21/25	Berm	500,000	08/18/20	100.00	100.00	97.62	(11,887)	0.56	4.36	0.6	0.6	0.0
42	3135G05X7	FANNIE MAE	0.5%	0.38	08/25/25	Aaa	AA+	-	Bullet	500,000	12/08/20	99.73	99.96	97.49	(12,381)	0.43	4.32	0.6	0.6	0.0
43	3130AERV4	FEDERAL HOME LOAN BANK	0.8%	3.13	09/12/25	Aaa	AA+	-	Bullet	750,000	09/01/21	110.02	101.75	99.08	(20,037)	0.62	4.47	0.7	0.7	0.0
51	3130AKY26	FEDERAL HOME LOAN BANK	0.5%	0.51	11/24/25	Aaa	AA+	02/24/25	Berm	500,000	02/18/21	99.83	99.97	96.68	(16,460)	0.55	4.32	0.9	0.9	0.0
52	3130ALAA2	FEDERAL HOME LOAN BANK	0.7%	0.56	11/24/25	Aaa	AA+	02/24/25	Berm	600,000	02/09/21	100.00	100.00	96.75	(19,510)	0.56	4.28	0.9	0.9	0.0
60	3130AN7C8	FEDERAL HOME LOAN BANK	0.8%	0.85	01/29/26	Aaa	AA+	01/29/25	Berm	700,000	07/21/21	99.99	100.00	96.40	(25,143)	0.85	4.29	1.1	1.1	0.0
65	313373B68	FEDERAL HOME LOAN BANK	0.9%	4.38	03/13/26	Aaa	AA+	-	Bullet	770,000	07/18/22	103.98	101.36	100.10	(9,686)	3.21	4.29	1.2	1.1	0.0
66	3130ALU85	FEDERAL HOME LOAN BANK	0.3%	1.00	03/30/26	Aaa	AA+	03/30/25	Berm	250,000	04/01/21	99.97	99.99	96.00	(9,977)	1.01	4.32	1.2	1.2	0.0
71	3130ANFG0	FEDERAL HOME LOAN BANK	0.9%	0.88	05/18/26	Aaa	AA+	02/18/25	Berm	800,000	08/02/21	100.00	100.00	95.41	(36,710)	0.88	4.33	1.4	1.3	0.0
75	3133ENZF0	FEDERAL FARM CREDIT BANK	1.1%	4.40	06/22/26	Aaa	AA+	01/05/25	Amer	1,000,000	06/21/22	100.00	100.00	99.90	(950)	4.40	4.47	1.5	0.6	(1.5)
83	3130ANM64	FEDERAL HOME LOAN BANK	0.8%	1.00	08/26/26	Aaa	AA+	02/26/25	Berm	700,000	08/11/21	100.00	100.00	94.76	(36,656)	1.00	4.31	1.7	1.6	0.0
85	3133EHWV1	FEDERAL FARM CREDIT BANK	0.6%	2.40	09/01/26	Aaa	AA+	-	Bullet	600,000	12/01/23	94.83	96.79	96.86	438	4.41	4.37	1.7	1.6	0.0
87	3130AMUF7	FEDERAL HOME LOAN BANK	0.5%	0.95	09/30/26	Aaa	AA+	03/31/25	Berm	500,000	06/18/21	99.74	99.91	94.38	(27,686)	1.00	4.32	1.7	1.7	0.0
96	3130APTE5	FEDERAL HOME LOAN BANK	1.1%	1.27	11/24/26	Aaa	AA+	01/05/25	Amer	1,000,000	12/02/21	99.53	99.81	94.40	(54,109)	1.37	4.37	1.9	1.8	0.0
100	3130AKRE8	FEDERAL HOME LOAN BANK	0.6%	0.85	01/29/27	Aaa	AA+	01/29/25	Berm	600,000	12/09/24	93.32	93.50	93.15	(2,110)	4.14	4.33	2.1	2.0	0.0
105	3133EP6K6	FEDERAL FARM CREDIT BANK	0.7%	4.50	03/26/27	Aaa	AA+	-	Bullet	600,000	06/20/24	100.02	100.01	100.49	2,881	4.49	4.26	2.2	2.1	0.1
106	31424WAF9	FARMER MAC	0.7%	4.88	04/01/27	-	-	-	Bullet	600,000	12/01/23	101.33	100.92	101.23	1,885	4.44	4.29	2.2	2.1	0.1
108	3130ARJH5	FEDERAL HOME LOAN BANK	1.1%	3.15	04/22/27	Aaa	AA+	01/22/25	Berm	1,000,000	04/14/22	99.54	99.79	97.21	(25,746)	3.24	4.43	2.3	2.2	0.0
114	3130ASGU7	FEDERAL HOME LOAN BANK	0.4%	3.50	06/11/27	Aaa	AA+	-	Bullet	400,000	12/01/23	97.38	98.14	98.11	(120)	4.31	4.32	2.4	2.3	0.1
118	31364FCB5	FANNIE MAE	0.7%	6.09	09/27/27	Aaa	AA+	-	Bullet	570,000	12/01/22	109.85	105.81	104.63	(6,764)	3.83	4.28	2.7	2.5	0.1
120	3133EPH81	FEDERAL FARM CREDIT BANK	0.7%	4.50	10/04/27	Aaa	AA+	-	Bullet	600,000	12/01/23	100.72	100.51	100.41	(626)	4.30	4.34	2.8	2.5	0.1
121	3133ERA92	FEDERAL FARM CREDIT BANK	0.7%	4.13	11/12/27	Aaa	AA+	-	Bullet	600,000	12/09/24	100.12	100.12	99.57	(3,282)	4.08	4.28	2.9	2.7	0.1
146	3130AXQK7	FEDERAL HOME LOAN BANK	0.7%	4.75	12/08/28	Aaa	AA+	-	Bullet	600,000	12/01/23	102.36	101.90	101.52	(2,255)	4.22	4.32	3.9	3.6	0.2
149	3133ENWT3	FEDERAL FARM CREDIT BANK	0.7%	3.95	05/17/29	Aaa	AA+	01/05/25	Amer	650,000	11/22/23	95.51	96.32	97.00	4,393	4.89	4.72	4.4	3.6	(0.5)
158	3130A35P5	FEDERAL HOME LOAN BANK	0.6%	3.50	09/24/29	Aaa	AA+	-	Bullet	600,000	12/09/24	97.50	97.52	96.19	(7,990)	4.08	4.40	4.7	4.3	0.2
164	31359MFJ7	FANNIE MAE	2.3%	7.13	01/15/30	Aaa	AA+	-	Bullet	1,850,000	10/03/23	114.24	111.73	112.02	5,342	4.50	4.44	5.0	4.2	0.2
166	3133EPKK0	FEDERAL FARM CREDIT BANK	0.5%	3.88	05/23/30	Aaa	AA+	-	Bullet	500,000	08/03/23	96.42	97.08	96.96	(591)	4.49	4.52	5.4	4.8	0.3
180	3133ERDM0	FEDERAL FARM CREDIT BANK	0.7%	4.75	05/02/31	Aaa	AA+	-	Bullet	600,000	06/20/24	102.05	101.91	100.79	(6,726)	4.40	4.60	6.3	5.4	0.4
182	3130AXEZ7	FEDERAL HOME LOAN BANK	0.5%	4.88	09/12/31	Aaa	AA+	-	Bullet	500,000	10/17/23	97.82	98.09	101.49	16,977	5.21	4.61	6.7	5.6	0.4
186	3130AS5M7	FEDERAL HOME LOAN BANK	1.1%	4.28	05/26/32	Aaa	AA+	01/05/25	Amer	1,000,000	05/19/22	100.00	100.00	96.08	(39,182)	4.28	4.92	7.4	5.2	(1.2)
192	3133EPBR5	FEDERAL FARM CREDIT BANK	0.6%	4.25	02/23/33	Aaa	AA+	-	Bullet	600,000	11/30/23	96.64	96.97	96.65	(1,883)	4.70	4.75	8.2	6.7	0.5
196	3130AXQZ4	FEDERAL HOME LOAN BANK	0.7%	4.88	12/09/33	Aaa	AA+	-	Bullet	650,000	01/08/24	104.84	104.45	100.76	(23,971)	4.27	4.77	8.9	7.2	0.6
197	3130B0X87	FEDERAL HOME LOAN BANK	0.7%	4.75	03/10/34	Aaa	AA+	-	Bullet	600,000	06/20/24	101.71	101.63	99.83	(10,807)	4.53	4.77	9.2	7.3	0.7
Agency			**34.4%**	**3.06**		**Aaa**	**AA+**			**31,245,000**		**100.97**	**100.61**	**99.19**	**(445,319)**	**2.92**	**4.41**	**2.5**	**2.1**	**(0.0)**
64	3131X6NZ9	Freddie Mac	0.0%	4.00	03/01/26	-	-	-	-	1,860	03/08/11	102.58	100.20	99.23	(18)	3.55	5.06	1.2	0.5	0.0
92	3131X7B49	Freddie Mac	0.0%	3.00	11/01/26	-	-	-	-	4,956	10/19/11	101.87	100.23	98.46	(88)	2.69	4.80	1.8	0.8	0.0
91	3128PW2P2	Freddie Mac	0.0%	3.00	11/01/26	-	-	-	-	0	11/18/11	100.00	100.00	98.58	(0)	3.02	4.81	1.8	0.7	0.0
145	3138WAQH3	Fannie Mae	0.2%	2.50	12/01/28	-	-	-	-	173,111	03/20/14	99.61	99.75	96.53	(5,566)	2.68	4.70	3.9	1.6	0.0
169	3132A9Q67	Freddie Mac	0.3%	2.50	08/01/30	-	-	-	-	252,607	09/02/15	101.61	100.60	95.08	(13,944)	2.22	4.84	5.6	2.2	0.0
178	31418B2N5	Fannie Mae	0.2%	2.50	04/01/31	-	-	-	-	200,405	04/12/16	107.90	104.21	94.69	(19,079)	0.71	4.83	6.3	2.3	0.0
181	3138WHJ29	Fannie Mae	0.2%	2.00	07/01/31	-	-	-	-	169,194	08/02/16	101.66	100.81	93.31	(12,702)	1.67	4.83	6.5	2.5	0.0
183	3132A9TC1	Freddie Mac	0.2%	3.50	02/01/32	-	-	-	-	175,181	10/31/19	104.24	103.52	97.00	(11,421)	2.12	4.66	7.1	2.5	0.0
185	31418CKU7	Fannie Mae	0.2%	3.50	05/01/32	-	-	-	-	144,828	01/29/19	101.53	101.27	96.91	(6,316)	3.03	4.65	7.3	2.6	0.0
187	3140J7Q24	Fannie Mae	0.1%	3.50	06/01/32	-	-	-	-	76,616	11/13/18	102.94	102.22	97.06	(3,953)	2.57	4.70	7.4	2.4	0.0
188	31418CLS1	Fannie Mae	0.1%	3.50	06/01/32	-	-	-	-	124,128	01/29/19	101.53	101.42	96.88	(5,641)	2.98	4.64	7.4	2.7	0.0
189	31410LUN0	Fannie Mae	0.2%	3.00	09/01/32	-	-	-	-	206,427	12/06/18	101.48	101.01	95.16	(12,094)	2.62	4.90	7.7	2.6	0.0
190	3140J7Y25	Fannie Mae	0.1%	3.50	01/01/33	-	-	-	-	101,918	09/27/18	100.63	100.44	96.61	(3,910)	3.36	4.72	8.0	2.8	0.0
191	3140J8CQ4	Fannie Mae	0.1%	3.50	01/01/33	-	-	-	-	98,266	11/28/18	100.41	100.27	96.94	(3,269)	3.42	4.69	8.0	2.5	0.0
194	31418CVE1	Fannie Mae	0.1%	3.00	03/01/33	-	-	-	-	72,018	03/01/19	99.80	99.79	95.16	(3,333)	3.09	4.69	8.2	3.0	0.0
193	3140H1XB1	Fannie Mae	0.1%	3.00	03/01/33	-	-	-	-	132,306	02/08/19	100.11	100.08	95.16	(6,501)	2.99	4.69	8.2	3.0	(0.0)
198	31418DLX8	Fannie Mae	0.2%	2.00	02/01/35	-	-	-	-	138,383	04/14/20	102.94	102.76	89.20	(18,765)	1.26	5.19	10.1	3.9	0.1
200	31418DTL6	Fannie Mae	0.3%	1.50	10/01/35	-	-	-	-	242,606	09/04/20	102.38	101.87	86.32	(37,723)	1.05	5.24	10.8	4.3	0.1

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Positions by Sector

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
199	3140X7VD8	Fannie Mae	0.2%	1.50	10/01/35	-	-	-	-	181,159	09/28/20	102.40	101.98	86.38	(28,256)	1.02	5.23	10.8	4.3	0.1
201	3140KT5F8	Fannie Mae	0.2%	1.50	11/01/35	-	-	-	-	141,439	11/25/20	103.43	102.71	86.38	(23,099)	0.84	5.24	10.8	4.3	0.1
202	3140X9C78	Fannie Mae	0.1%	2.00	02/01/36	-	-	-	-	124,147	01/28/21	104.70	104.06	89.25	(18,391)	0.92	5.19	11.1	3.9	(0.0)
Agency MBS			**3.1%**	**2.55**						**2,761,557**		**102.35**	**101.66**	**93.19**	**(234,067)**	**1.99**	**4.89**	**8.0**	**2.9**	**0.0**
127	3140LBSE4	Fannie Mae	0.5%	1.09	03/01/28	-	-	-	-	500,000	06/20/24	88.32	89.83	90.01	945	4.50	4.44	3.2	3.2	0.1
179	3140NU7C7	Fannie Mae	0.6%	4.76	05/01/31	-	-	-	-	500,000	06/20/24	101.35	101.22	99.55	(8,359)	4.59	4.90	6.3	5.6	0.3
CMBS			**1.0%**	**2.93**						**1,000,000**		**94.83**	**95.52**	**94.78**	**(7,414)**	**4.55**	**4.68**	**4.8**	**4.5**	**0.2**
4	923450FG0	VERITEX COMMUNITY BK NA	0.3%	5.15	01/07/25	-	-	-	Bullet	243,000	07/06/23	100.00	100.00	100.00	0	5.09	5.53	0.0	0.0	0.0
5	501798QG0	MILESTONE BANK	0.2%	0.25	01/15/25	-	-	-	Bullet	152,000	02/01/21	99.70	100.00	99.80	(293)	0.33	5.01	0.0	0.0	0.0
6	31944MCW3	FIRST CAROLINA BANK	0.3%	5.15	01/21/25	-	-	-	Bullet	248,000	07/06/23	100.00	100.00	100.04	96	5.20	4.52	0.1	0.1	0.0
7	32110YSH9	FIRST NATL BK OF AMERICA	0.3%	0.25	01/27/25	-	-	-	Bullet	245,000	02/01/21	99.66	99.99	99.67	(785)	0.34	4.67	0.1	0.1	0.0
9	06251A5V8	BANK HAPOALIM BM NY	0.3%	5.20	02/18/25	-	-	-	Bullet	230,000	08/10/23	100.00	100.00	100.12	276	5.15	4.25	0.1	0.1	0.0
10	219873AA4	CORP AMERICA FAMILY CU	0.3%	5.25	02/21/25	-	-	-	Bullet	248,000	02/13/24	100.00	100.00	100.11	280	5.31	4.49	0.1	0.1	0.0
13	29667RVK6	ESSA BANK & TRUST PA	0.1%	5.40	03/25/25	-	-	-	Bullet	136,000	06/17/24	100.00	100.00	100.23	315	5.29	4.31	0.2	0.2	0.0
14	62452AFW5	MOUNTAINONE BANK	0.3%	5.35	03/27/25	-	-	-	Bullet	240,000	06/20/24	100.00	100.00	100.23	541	5.24	4.31	0.2	0.2	0.0
15	628779HG8	NBT BANK	0.3%	5.35	03/27/25	-	-	-	Bullet	240,000	06/20/24	100.00	100.00	100.23	541	5.24	4.31	0.2	0.2	0.0
17	465076UJ4	ISRAEL DISCOUNT BK OF NY	0.3%	5.50	04/21/25	-	-	-	Bullet	243,000	09/21/23	100.00	100.00	100.37	894	5.48	4.27	0.3	0.3	0.0
21	06051V4U7	BANK OF AMERICA NA	0.3%	5.50	05/08/25	-	-	-	Bullet	243,000	10/31/23	100.00	100.00	100.42	1,030	5.48	4.27	0.4	0.3	0.0
22	169894BB7	CHIPPEWA VALLEY BANK	0.3%	5.45	05/08/25	-	-	-	Bullet	248,000	10/31/23	100.00	100.00	100.42	1,031	5.51	4.31	0.4	0.3	0.0
24	06740KQJ9	BARCLAYS BANK/DELAWARE	0.3%	3.05	05/19/25	-	-	-	Bullet	245,000	05/10/22	100.00	100.00	99.54	(1,118)	3.04	4.25	0.4	0.4	0.0
25	91334AAT0	UNITED HERITAGE CU	0.3%	5.00	05/21/25	-	-	-	Bullet	248,000	02/13/24	100.00	100.00	100.31	775	5.05	4.23	0.4	0.4	0.0
29	67886WAH0	OKLAHOMAS FEDERAL CR UNI	0.3%	5.55	06/16/25	-	-	-	Bullet	248,000	11/17/23	100.00	100.00	100.63	1,556	5.61	4.21	0.5	0.4	0.0
30	88241THU7	TEXAS EXCHANGE BANK SSB	0.3%	1.00	06/19/25	-	-	01/19/25	Amer	245,000	06/19/20	99.95	100.00	98.50	(3,659)	1.01	4.27	0.5	0.5	0.0
31	17312Q4W6	CITIBANK NA	0.3%	5.35	06/25/25	-	-	-	Bullet	237,000	06/17/24	100.00	100.00	100.51	1,215	5.21	4.16	0.5	0.5	0.0
33	130162BL3	CALIFORNIA CREDIT UNION	0.3%	5.10	06/30/25	-	-	-	Bullet	243,000	12/18/23	100.00	100.00	100.46	1,125	5.10	4.16	0.5	0.5	0.0
35	06063HMT7	BANK OF BARODA	0.3%	0.65	07/22/25	-	-	-	Bullet	245,000	07/14/20	100.00	100.00	98.05	(4,786)	0.65	4.21	0.6	0.5	0.0
36	20825WAD2	CONNEXUS CREDIT UNION	0.2%	0.75	07/30/25	-	-	-	Bullet	225,000	06/17/24	94.90	97.32	98.03	1,600	5.49	4.21	0.6	0.6	0.0
38	33847GHB1	FLAGSTAR BANK NA	0.3%	5.20	08/18/25	-	-	-	Bullet	246,000	05/14/24	100.00	100.00	100.67	1,655	5.20	4.12	0.6	0.6	0.0
40	43787PFY4	HOMETRUST BANK CLYDE NC	0.3%	5.20	08/21/25	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	100.66	1,602	5.21	4.16	0.6	0.6	0.0
41	02357QCA3	AMERANT BANK NA	0.3%	5.05	08/25/25	-	-	-	Bullet	244,000	08/17/23	100.00	100.00	100.54	1,308	5.04	4.20	0.6	0.6	0.0
46	02589AE24	AMERICAN EXPR NATL BK	0.3%	4.40	10/06/25	-	-	-	Bullet	245,000	10/03/22	100.00	100.00	100.21	514	4.39	4.11	0.8	0.7	0.0
47	319477AN5	FIRST-CITIZENS BANK/TRST	0.3%	4.70	10/28/25	-	-	-	Bullet	244,000	10/21/22	100.00	100.00	100.43	1,059	4.69	4.15	0.8	0.8	0.0
48	90348J6V7	UBS BANK USA	0.3%	4.70	11/03/25	-	-	-	Bullet	245,000	10/21/22	100.00	100.00	100.48	1,169	4.75	4.16	0.8	0.8	0.0
49	34387AFF1	FLUSHING BANK	0.3%	4.70	11/04/25	-	-	-	Bullet	249,000	10/27/22	100.00	100.00	100.47	1,182	4.75	4.16	0.8	0.8	0.0
50	178180GS8	CITY NATL BK - BEV HILLS	0.3%	4.90	11/24/25	-	-	-	Bullet	243,000	11/18/22	100.00	100.00	100.72	1,748	4.89	4.07	0.9	0.9	0.0
54	48836LBW1	KEMBA FIN CREDIT UNION	0.3%	4.35	12/05/25	-	-	-	Bullet	249,000	11/25/24	100.00	100.00	100.20	490	4.39	4.17	0.9	0.9	0.0
55	83086XAB6	SKYLA FEDERAL CU	0.3%	4.40	12/05/25	-	-	-	Bullet	249,000	11/25/24	100.00	100.00	100.24	604	4.44	4.17	0.9	0.9	0.0
56	48040PJT3	JONESBORO ST BANK	0.3%	0.60	12/11/25	-	-	02/11/25	Amer	245,000	12/08/20	100.00	100.00	96.71	(8,049)	0.60	4.18	0.9	0.9	0.0
57	41166HEB8	HARBORONE BANK	0.3%	5.10	12/18/25	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	100.90	2,182	5.10	4.14	1.0	0.9	0.0
58	066519QC6	BANKUNITED NA	0.3%	0.55	01/22/26	-	-	01/22/25	Berm	245,000	02/01/21	100.00	100.00	96.30	(9,069)	0.55	4.15	1.1	1.0	0.0
59	20786ADE2	CONNECTONE BANK	0.3%	0.45	01/22/26	-	-	-	Bullet	245,000	02/01/21	100.00	100.00	96.18	(9,349)	0.45	4.17	1.1	1.0	0.0
70	04911LAT0	ATLANTIC UNION BANK	0.3%	5.00	05/14/26	-	-	-	Bullet	243,000	05/03/24	100.00	100.00	101.20	2,923	5.00	4.09	1.4	1.3	0.0
72	549104UP0	LUANA SAVINGS BANK	0.3%	0.50	06/11/26	-	-	-	Bullet	245,000	12/08/20	100.00	100.00	95.00	(12,252)	0.50	4.09	1.4	1.4	0.0
73	20360UAH8	COMMUNITY BANK/TOPEKA	0.3%	4.25	06/15/26	-	-	-	Bullet	249,000	12/01/22	100.00	100.00	100.25	633	4.29	4.10	1.5	1.4	0.0
76	33610RVM2	FIRST PREMIER BANK	0.3%	4.95	06/26/26	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	101.24	3,019	4.95	4.08	1.5	1.4	0.0
77	307811KB4	FARMERS & MERCHS BK WISC	0.3%	4.95	06/29/26	-	-	-	Bullet	248,000	06/17/24	100.00	100.00	101.29	3,188	5.00	4.10	1.5	1.4	0.0
78	7954507A7	SALLIE MAE BANK/SALT LKE	0.3%	1.00	07/14/26	-	-	-	Bullet	245,000	07/08/21	100.00	100.00	95.45	(11,149)	1.00	4.08	1.5	1.5	0.0
79	89235MLC3	TOYOTA FINANCIAL SGS BK	0.3%	0.95	07/15/26	-	-	-	Bullet	245,000	07/07/21	100.00	100.00	95.37	(11,348)	0.95	4.08	1.5	1.5	0.0
81	538036SB1	LIVE OAK BANKING COMPANY	0.3%	0.80	08/13/26	-	-	-	Bullet	245,000	08/05/21	100.00	100.00	94.89	(12,509)	0.80	4.10	1.6	1.6	0.0
86	87164WB49	SYNCHRONY BANK	0.3%	0.95	09/10/26	-	-	-	Bullet	240,000	09/02/21	100.00	100.00	94.04	(14,293)	0.95	4.64	1.7	1.6	0.0
94	34520LAU7	FORBRIGHT BANK	0.3%	4.60	11/02/26	-	-	-	Bullet	249,000	10/27/22	100.00	100.00	101.00	2,487	4.64	4.07	1.8	1.7	0.0
95	27002YGP5	EAGLEBANK	0.3%	4.85	11/16/26	-	-	-	Bullet	248,000	05/14/24	100.00	100.00	101.48	3,667	4.90	4.07	1.9	1.8	0.0
97	50625LBR3	LAFAYETTE FEDERAL CU	0.3%	5.25	11/30/26	-	-	-	Bullet	248,000	11/22/23	100.00	100.00	102.25	5,589	5.31	4.06	1.9	1.8	0.0
99	97412MBE8	WINGS FINANCIAL CRED UN	0.3%	4.30	12/07/26	-	-	-	Bullet	244,000	11/25/24	100.00	100.00	100.53	1,284	4.30	4.01	1.9	1.8	0.0
101	052392DD6	AUSTIN TELCO FCU	0.3%	4.55	02/08/27	-	-	-	Bullet	249,000	08/02/24	100.00	100.00	101.07	2,665	4.59	4.05	2.1	2.0	0.1
104	32026UW77	FIRST FOUNDATION BANK	0.3%	4.65	02/18/27	-	-	-	Bullet	244,000	08/11/23	100.00	100.00	101.24	3,030	4.65	4.03	2.1	2.0	0.1
107	27004PEP4	EAGLEMARK SAVINGS BANK	0.3%	4.65	04/05/27	-	-	-	Bullet	244,000	03/28/24	100.00	100.00	101.37	3,338	4.65	4.01	2.3	2.1	0.1
110	61768U4F1	MORGAN STANLEY PVT BANK	0.3%	3.35	05/17/27	-	-	05/17/25	Amer	245,000	05/10/22	100.00	100.00	98.50	(3,664)	3.35	4.01	2.4	2.1	(0.4)
111	254673D94	DISCOVER BANK	0.3%	3.20	05/19/27	-	-	-	Bullet	245,000	05/10/22	100.00	100.00	98.17	(4,480)	3.20	4.01	2.4	2.3	0.1
112	14042RRN3	CAPITAL ONE NA	0.3%	3.20	05/25/27	-	-	-	Bullet	245,000	05/19/22	100.00	100.00	98.15	(4,528)	3.20	4.01	2.4	2.3	0.1
115	369674CW4	GE CREDIT UNION	0.3%	4.80	06/28/27	-	-	-	Bullet	248,000	06/20/24	100.00	100.00	101.87	4,640	4.85	4.04	2.5	2.3	0.1

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Positions by Sector

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
122	14622LAR3	CARTER FEDERAL CU	0.3%	4.15	01/19/28	-	-	-	Bullet	249,000	01/16/24	100.00	100.00	100.42	1,044	4.19	4.04	3.1	2.8	0.1
125	01025RAL3	ALABAMA CREDIT UNION	0.3%	4.15	02/23/28	-	-	-	Bullet	249,000	02/13/24	100.00	100.00	100.43	1,076	4.19	4.04	3.1	2.9	0.1
131	05600XQE3	BMO BANK NA	0.3%	4.50	05/16/28	-	-	-	Bullet	243,000	05/12/23	100.00	100.00	99.19	(1,973)	4.50	4.76	3.4	3.1	0.1
132	37892MAN4	GLOBAL FEDERAL CU	0.3%	4.75	05/30/28	-	-	-	Bullet	248,000	05/17/24	100.00	100.00	102.38	5,913	4.80	4.04	3.4	3.1	0.1
135	32082BFU8	FIRST MERCHANTS BANK	0.3%	4.60	06/28/28	-	-	-	Bullet	244,000	06/25/24	100.00	100.00	101.92	4,679	4.60	4.01	3.5	3.2	0.1
134	313812EG0	FEDERAL SAVINGS BANK	0.3%	4.50	06/28/28	-	-	-	Bullet	249,000	06/20/23	100.00	100.00	99.31	(1,710)	4.54	4.76	3.5	3.2	0.1
136	910286GN7	UNITED FIDELITY BK FSB	0.3%	4.50	06/29/28	-	-	-	Bullet	249,000	06/20/23	100.00	100.00	99.31	(1,711)	4.54	4.76	3.5	3.2	0.1
141	15118RWG8	CELTIC BANK	0.3%	1.40	08/25/28	-	-	01/25/25	Amer	245,000	08/05/21	100.00	100.00	91.16	(21,654)	1.40	4.04	3.7	3.5	0.1
144	77357DAB4	ROCKLAND FEDE CRED UNION	0.3%	5.00	11/30/28	-	-	-	Bullet	248,000	11/27/23	100.00	100.00	103.61	8,954	5.05	4.04	3.9	3.5	0.2
151	07371DR66	BEAL BANK USA	0.3%	4.70	05/30/29	-	-	-	Bullet	244,000	05/29/24	100.00	100.00	99.76	(594)	4.70	4.76	4.4	3.9	0.2
150	07371BVU2	BEAL BANK - PLANO TX	0.3%	4.70	05/30/29	-	-	-	Bullet	244,000	05/29/24	100.00	100.00	99.76	(594)	4.70	4.76	4.4	3.9	0.2
153	23204HPQ5	CUSTOMERS BANK	0.3%	4.55	06/27/29	-	-	-	Bullet	244,000	06/20/24	100.00	100.00	102.22	5,416	4.55	4.01	4.5	4.0	0.2
154	58404DVL2	MEDALLION BANK UTAH	0.3%	4.50	06/28/29	-	-	-	Bullet	249,000	06/20/24	100.00	100.00	102.04	5,088	4.54	4.04	4.5	4.0	0.2
155	146102AS7	CARTER BANK & TRUST	0.3%	4.55	07/05/29	-	-	-	Bullet	249,000	06/25/24	100.00	100.00	102.26	5,622	4.59	4.04	4.5	4.0	0.2
160	90352RDH5	USALLIANCE FED CR UNION	0.3%	5.25	11/30/29	-	-	-	Bullet	248,000	11/09/23	100.00	100.00	105.56	13,793	5.31	4.04	4.9	4.3	0.2
162	523343AB7	LEDYARK NBK/NORWICH VT	0.3%	4.10	12/31/29	-	-	-	Bullet	244,000	12/22/23	100.00	100.00	97.09	(7,097)	4.10	4.76	5.0	4.5	0.2
168	60685BSA0	MIZRAHI TEFAHOT BANK/LA	0.3%	4.50	07/03/30	-	-	-	Bullet	244,000	03/28/24	100.00	100.00	102.31	5,645	4.50	4.03	5.5	4.8	0.3
Domestic CD			**18.8%**	**3.95**						**17,189,000**		**99.92**	**99.96**	**99.80**	**(28,187)**	**4.03**	**4.23**	**1.8**	**1.6**	**0.0**
2	31846V542	First American Treasury Obliga	5.5%	4.36		-	-	-	Bullet	5,051,249	09/18/24	100.00	100.00	100.00	0	4.36	4.36	0.0	0.0	0.0
3	Old Natl Checking	OLD NAT CHK	3.5%	4.31		-	-	-	Bullet	3,198,991	12/31/24	100.00	100.00	100.00	0	4.31	4.31	0.0	0.0	0.0
MMF			**9.0%**	**4.34**						**8,250,240**		**100.00**	**100.00**	**100.00**	**0**	**4.34**	**4.34**	**0.0**	**0.0**	**0.0**
1	091096NE3	BIRMINGHAM AL WTRWKS BRD WTR R	0.5%	2.36	01/01/25	WR	NR	-	Bullet	500,000	11/06/19	100.00	100.00	100.00	0	2.35	2.35	0.0	0.0	0.0
34	91523NWV4	UNIV OF WASHINGTON WA UNIV REV	0.6%	1.95	07/01/25	Aaa	AA+	-	Bullet	550,000	02/16/22	100.00	100.00	98.86	(6,265)	1.95	4.26	0.5	0.5	0.0
37	54438CYK2	LOS ANGELES CA CMNTY CLG DIST	0.9%	0.77	08/01/25	Aaa	AA+	-	Bullet	850,000	06/25/21	100.05	100.01	98.02	(16,873)	0.76	4.23	0.6	0.6	0.0
45	875124GS2	TAMPA BAY FL WTR REGL WTR SPLY	0.1%	2.91	10/01/25	Aa1	AA+	-	Bullet	110,000	01/13/16	100.00	100.00	98.89	(1,220)	2.90	4.42	0.8	0.7	0.0
53	13067WRC8	CALIFORNIA ST DEPT OF WTR RESO	0.3%	0.79	12/01/25	Aa1	AAA	-	Bullet	300,000	07/30/20	100.71	100.12	96.89	(9,714)	0.66	4.28	0.9	0.9	0.0
61	819190WU9	SHAKOPEE MN INDEP SCH DIST #72	0.3%	0.81	02/01/26	Aa1	-	-	Bullet	250,000	06/28/24	93.84	95.75	96.27	1,280	4.87	4.37	1.1	1.1	0.0
67	797400MR6	SAN DIEGO CNTY CA REGL TRANSPR	0.7%	1.04	04/01/26	-	AAA	-	Bullet	650,000	03/11/21	100.00	100.00	96.10	(25,331)	1.04	4.26	1.2	1.2	0.0
69	970294DD3	WILLIAMSTON MI CMNTY SCHS SCH	0.8%	1.25	05/01/26	Aa1	-	-	Bullet	710,000	06/25/21	100.93	100.25	95.98	(30,319)	1.06	4.38	1.3	1.3	0.0
74	79773KBH6	SAN FRANCISCO CA CITY & CNTY	0.2%	1.10	06/15/26	Aa1	AA+	-	Bullet	165,000	11/30/23	91.00	94.71	95.30	977	4.91	4.47	1.5	1.4	0.0
80	797272QR5	SAN DIEGO CA CMNTY CLG DIST	0.3%	2.30	08/01/26	Aa1	AAA	-	Bullet	310,000	05/24/22	96.04	98.44	97.03	(4,356)	3.32	4.25	1.6	1.5	0.0
93	92818N5U8	VIRGINIA ST RESOURCES AUTH INF	1.1%	2.00	11/01/26	Aa1	AA	-	Bullet	985,000	07/22/21	105.36	101.86	95.50	(62,638)	0.97	4.58	1.8	1.8	0.0
102	73358XDB5	PORT AUTH OF NEW YORK & NEW JE	0.1%	1.75	02/15/27	Aa3	AA-	-	Bullet	90,000	12/16/21	100.00	100.00	94.65	(4,820)	1.75	4.41	2.1	2.0	0.0
109	135537GZ5	CANADIAN CNTY OK INDEP SCH DIS	0.8%	4.60	05/01/27	-	A+	-	Bullet	700,000	04/23/24	99.06	99.28	100.08	5,603	4.91	4.55	2.3	2.1	0.1
113	68607LXQ5	OREGON ST	0.4%	5.89	06/01/27	Aa1	AA+	-	Bullet	372,523	11/30/23	102.05	101.45	102.50	3,919	4.86	4.12	2.4	1.4	0.0
116	977123X94	WISCONSIN ST TRANSPRTN REVENUE	0.3%	1.11	07/01/27	-	AAA	-	Bullet	300,000	07/29/20	100.38	100.14	92.35	(23,352)	1.05	4.37	2.5	2.4	0.1
117	576000ZG1	MASSACHUSETTS ST SCH BLDG AUTH	0.5%	1.28	08/15/27	Aa1	AA+	-	Bullet	450,000	10/23/20	100.01	100.00	92.35	(34,421)	1.28	4.40	2.6	2.5	0.1
119	671137C62	OAK CREEK WI	0.2%	2.20	10/01/27	Aa2	-	-	Bullet	200,000	11/29/23	90.80	93.24	94.09	1,708	4.85	4.51	2.8	2.6	0.1
124	73358XDC3	PORT AUTH OF NEW YORK & NEW JE	0.1%	1.90	02/15/28	Aa3	AA-	-	Bullet	90,000	12/16/21	100.00	100.00	92.44	(6,805)	1.90	4.52	3.1	3.0	0.1
128	797400MT2	SAN DIEGO CNTY CA REGL TRANSPR	0.8%	1.50	04/01/28	-	AAA	-	Bullet	750,000	03/11/21	100.00	100.00	91.06	(67,058)	1.49	4.48	3.3	3.1	0.1
130	88213ARR8	TEXAS ST A & M UNIV REVENUES	0.4%	1.51	05/15/28	Aaa	AAA	-	Bullet	400,000	03/11/21	100.00	100.00	90.89	(36,428)	1.50	4.44	3.4	3.2	0.1
133	664214PS6	N E IA CMNTY CLG	0.2%	5.25	06/01/28	Aa1	-	-	Bullet	205,000	07/06/23	101.81	101.30	102.30	2,054	4.83	4.51	3.4	3.1	0.1
137	68587FAY0	OREGON EDU DISTS FULL FAITH &	0.3%	1.53	06/30/28	Aa2	AA	-	Bullet	285,000	11/29/23	85.58	88.70	90.57	5,335	5.10	4.47	3.5	3.3	0.1
138	64966QCE8	NEW YORK NY	0.7%	2.63	08/01/28	Aa2	AA	-	Bullet	675,000	12/01/22	89.82	93.26	93.54	1,904	4.69	4.60	3.6	3.3	0.1
139	64971WN89	NEW YORK CITY NY TRANSITIONAL	0.6%	2.77	08/01/28	Aa1	AAA	08/01/26	Amer	600,000	12/07/22	90.94	93.99	93.87	(720)	4.61	4.64	3.6	3.3	0.1
140	798186P30	SAN JOSE CA UNIF SCH DIST SANT	0.2%	1.22	08/01/28	Aaa	AA+	-	Bullet	205,000	12/01/22	82.34	88.28	89.56	2,610	4.82	4.40	3.6	3.4	0.1
142	544351PT0	LOS ANGELES CA	0.4%	1.70	09/01/28	Aa2	AA	-	Bullet	370,000	12/01/22	83.93	89.24	90.87	6,046	4.94	4.42	3.7	3.5	0.1
148	172513CN1	CINNAMINSON TWP NJ	0.3%	1.75	02/01/29	-	AA+	-	Bullet	300,000	11/29/23	85.61	88.34	88.68	1,011	4.93	4.84	4.1	3.8	0.2
152	425201AZ3	HENDERSON NV	0.5%	5.25	06/01/29	Aa2	AA+	-	Bullet	465,000	11/16/23	101.58	101.29	102.54	5,785	4.92	4.61	4.4	3.9	0.2
156	261172QE3	DOWNTOWN SAVANNAH GA AUTH	0.6%	3.60	08/01/29	Aa1	AA+	08/01/28	Amer	500,000	06/11/19	106.50	102.75	95.18	(37,850)	2.79	4.78	4.6	4.1	0.2
157	66702RZE5	NORTHSIDE TX INDEP SCH DIST	0.6%	5.00	08/15/29	Aaa	-	-	Bullet	500,000	06/20/23	103.47	102.69	101.77	(4,590)	4.35	4.57	4.6	4.0	0.2
159	13063D2W7	CALIFORNIA ST	0.5%	5.10	10/01/29	Aa2	AA-	-	Bullet	500,000	10/23/23	98.79	99.00	101.85	14,260	5.34	4.66	4.8	4.2	0.2
161	021807MB5	ALTOONA PA AREA SCH DIST	0.2%	1.74	12/01/29	-	AA	-	Bullet	255,000	11/29/23	83.53	86.17	86.76	1,512	4.94	4.79	4.9	4.6	0.2
163	260741SL8	DOWNERS GROVE IL	0.1%	2.02	01/01/30	-	AAA	01/01/28	Amer	145,000	11/30/23	84.85	87.24	87.99	1,093	4.93	4.75	5.0	4.6	0.2
167	664214QD8	N E IA CMNTY CLG	0.2%	5.00	06/01/30	Aa1	-	-	Bullet	140,000	06/17/24	101.94	101.76	101.45	(437)	4.62	4.69	5.4	4.6	0.3
170	559686WU0	MAGNOLIA TX INDEP SCH DIST	1.0%	5.00	08/15/30	Aaa	-	-	Bullet	875,000	05/30/23	103.79	103.06	101.46	(13,948)	4.38	4.70	5.6	4.8	0.3
171	052397Z58	AUSTIN TX	0.4%	5.50	09/01/30	-	AAA	-	Bullet	350,000	12/09/24	106.11	106.04	103.56	(8,700)	4.29	4.78	5.7	4.9	0.3
174	605581QQ3	MISSISSIPPI ST	0.6%	1.99	10/01/30	Aa2	AA	-	Bullet	650,000	06/26/23	84.81	87.58	87.03	(3,588)	4.46	4.58	5.8	5.3	0.3
175	082419F56	BENSENVILLE IL	0.5%	2.00	12/30/30	-	AA	12/30/28	Amer	485,000	06/17/24	85.01	86.08	84.99	(5,287)	4.69	4.92	6.0	5.5	0.3
176	771588WJ5	ROCHESTER MN	0.5%	5.00	02/01/31	Aaa	AAA	-	Bullet	440,000	06/18/24	102.52	102.31	101.50	(3,569)	4.56	4.71	6.1	5.1	0.3
177	072024WS7	BAY AREA CA TOLL AUTH TOLL BRI	0.2%	2.57	04/01/31	Aa3	AA	-	Bullet	150,000	01/19/22	101.58	101.11	91.26	(14,780)	2.30	4.89	6.3	3.9	0.2

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Positions by Sector

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
184	442331S62	HOUSTON TX	0.5%	6.29	03/01/32	Aa3	AA	-	Bullet	418,373	12/16/24	105.51	105.48	104.82	(2,795)	4.72	4.91	7.2	3.4	0.2
195	419792M86	HAWAII ST	0.7%	4.84	10/01/33	Aa2	AA+	-	Bullet	650,000	12/16/24	101.42	101.41	99.64	(11,505)	4.64	4.89	8.8	7.0	0.6
Municipals			**19.2%**	**2.85**		**Aa1**	**AA+**			**17,895,896**		**97.89**	**98.29**	**96.15**	**(382,266)**	**3.30**	**4.48**	**3.5**	**3.0**	**0.1**
172	831641FQ3	Small Business Administration	0.3%	1.03	09/10/30	-	-	-	-	284,633	09/15/20	100.00	100.00	85.67	(40,800)	1.03	4.87	5.7	4.0	0.2
SBA			**0.3%**	**1.03**						**284,633**		**100.00**	**100.00**	**85.67**	**(40,800)**	**1.03**	**4.87**	**5.7**	**4.0**	**0.2**
8	9128283V0	US TREASURY N/B	1.1%	2.50	01/31/25	Aaa	-	-	Bullet	1,000,000	04/19/22	99.47	99.98	99.84	(1,397)	2.70	4.35	0.1	0.1	0.0
12	912828ZC7	US TREASURY N/B	0.2%	1.13	02/28/25	Aaa	-	-	Bullet	225,000	11/24/21	100.26	100.01	99.47	(1,213)	1.04	4.36	0.2	0.2	0.0
27	912828ZT0	US TREASURY N/B	1.3%	0.25	05/31/25	Aaa	-	-	Bullet	1,225,000	06/02/20	99.64	99.97	98.36	(19,771)	0.32	4.28	0.4	0.4	0.0
44	91282CAM3	US TREASURY N/B	0.7%	0.25	09/30/25	Aaa	-	-	Bullet	650,000	10/02/20	99.86	99.98	97.07	(18,896)	0.28	4.27	0.7	0.7	0.0
62	91282CGL9	US TREASURY N/B	0.7%	4.00	02/15/26	Aaa	-	-	Bullet	600,000	12/01/23	99.08	99.52	99.73	1,281	4.44	4.24	1.1	1.1	0.0
63	91282CBQ3	US TREASURY N/B	0.6%	0.50	02/28/26	Aaa	-	-	Bullet	550,000	03/02/22	95.27	98.59	95.79	(15,421)	1.73	4.25	1.2	1.1	0.0
68	91282CGV7	US TREASURY N/B	0.7%	3.75	04/15/26	Aaa	-	-	Bullet	600,000	12/01/23	98.55	99.19	99.36	1,015	4.40	4.26	1.3	1.2	0.0
82	9128282A7	US TREASURY N/B	1.1%	1.50	08/15/26	Aaa	-	-	Bullet	1,000,000	12/01/21	101.78	100.63	95.71	(49,168)	1.11	4.26	1.6	1.6	0.0
84	91282CCW9	US TREASURY N/B	0.1%	0.75	08/31/26	Aaa	-	-	Bullet	105,000	08/26/21	99.50	99.83	94.41	(5,692)	0.85	4.27	1.7	1.6	0.0
88	912828YG9	US TREASURY N/B	0.2%	1.63	09/30/26	Aaa	-	-	Bullet	150,000	10/28/19	99.15	99.78	95.61	(6,246)	1.76	4.26	1.7	1.7	0.0
89	912828YQ7	US TREASURY N/B	0.3%	1.63	10/31/26	Aaa	-	-	Bullet	275,000	11/07/19	98.29	99.53	95.41	(11,319)	1.89	4.25	1.8	1.8	0.0
90	91282CLS8	US TREASURY N/B	0.7%	4.13	10/31/26	Aaa	-	-	Bullet	600,000	12/09/24	99.98	99.98	99.77	(1,309)	4.13	4.26	1.8	1.7	0.0
98	912828YU8	US TREASURY N/B	0.9%	1.63	11/30/26	Aaa	-	-	Bullet	800,000	11/29/19	99.20	99.78	95.20	(36,641)	1.74	4.26	1.9	1.9	0.0
103	912828V98	US TREASURY N/B	0.6%	2.25	02/15/27	Aaa	-	-	Bullet	600,000	12/01/23	94.07	95.98	95.95	(221)	4.25	4.26	2.1	2.0	0.1
123	91282CBJ9	US TREASURY N/B	0.6%	0.75	01/31/28	Aaa	-	-	Bullet	600,000	06/20/24	88.12	89.75	89.82	459	4.34	4.31	3.1	3.0	0.1
126	91282CGP0	US TREASURY N/B	0.7%	4.00	02/29/28	Aaa	-	-	Bullet	600,000	12/01/23	99.26	99.43	99.08	(2,139)	4.19	4.31	3.2	2.9	0.1
129	91282CBZ3	US TREASURY N/B	0.5%	1.25	04/30/28	Aaa	-	-	Bullet	450,000	05/12/21	99.54	99.77	90.57	(41,420)	1.32	4.32	3.3	3.2	0.1
143	91282CJF9	US TREASURY N/B	0.7%	4.88	10/31/28	Aaa	-	-	Bullet	600,000	12/09/24	102.85	102.80	101.79	(6,101)	4.08	4.36	3.8	3.5	0.1
147	91282CJW2	US TREASURY N/B	1.3%	4.00	01/31/29	Aaa	-	-	Bullet	1,200,000	06/20/24	99.33	99.40	98.62	(9,372)	4.16	4.37	4.1	3.7	0.2
165	91282CGQ8	US TREASURY N/B	0.7%	4.00	02/28/30	Aaa	-	-	Bullet	600,000	12/09/24	99.65	99.65	98.13	(9,086)	4.08	4.41	5.2	4.6	0.3
173	91282CHZ7	US TREASURY N/B	0.7%	4.63	09/30/30	Aaa	-	-	Bullet	600,000	12/09/24	102.78	102.75	100.92	(10,987)	4.08	4.44	5.8	5.0	0.3
Treasury			**14.2%**	**2.44**		**Aaa**				**13,030,000**		**98.96**	**99.39**	**97.52**	**(243,643)**	**2.77**	**4.31**	**2.2**	**2.1**	**0.1**
Total Portfolio			**100.0%**	**3.19**						**91,656,326**		**99.77**	**99.78**	**98.28**	**(1,381,697)**	**3.29**	**4.38**	**2.5**	**2.1**	**0.0**

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Positions by Maturity

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
2	31846V542	First American Treasury Obliga	6%	4.36		-	-	-	Bullet	5,051,249	09/18/24	100.00	100.00	100.00	0	4.36	4.36	0.0	0.0	0.0
3	Old Natl Checking	OLD NAT CHK	3%	4.31		-	-	-	Bullet	3,198,991	12/31/24	100.00	100.00	100.00	0	4.31	4.31	0.0	0.0	0.0
1	091096NE3	BIRMINGHAM AL WTRWKS BRD WTR R	1%	2.36	01/01/25	WR	NR	-	Bullet	500,000	11/06/19	100.00	100.00	100.00	0	2.35	2.35	0.0	0.0	0.0
4	923450FG0	VERITEX COMMUNITY BK NA	0%	5.15	01/07/25	-	-	-	Bullet	243,000	07/06/23	100.00	100.00	100.00	0	5.09	5.53	0.0	0.0	0.0
5	501798QG0	MILESTONE BANK	0%	0.25	01/15/25	-	-	-	Bullet	152,000	02/01/21	99.70	100.00	99.80	(293)	0.33	5.01	0.0	0.0	0.0
6	31944MCW3	FIRST CAROLINA BANK	0%	5.15	01/21/25	-	-	-	Bullet	248,000	07/06/23	100.00	100.00	100.04	96	5.20	4.52	0.1	0.1	0.0
7	32110YSH9	FIRST NATL BK OF AMERICA	0%	0.25	01/27/25	-	-	-	Bullet	245,000	02/01/21	99.66	99.99	99.67	(785)	0.34	4.67	0.1	0.1	0.0
8	9128283V0	US TREASURY N/B	1%	2.50	01/31/25	Aaa	-	-	Bullet	1,000,000	04/19/22	99.47	99.98	99.84	(1,397)	2.70	4.35	0.1	0.1	0.0
9	06251A5V8	BANK HAPOALIM BM NY	0%	5.20	02/18/25	-	-	-	Bullet	230,000	08/10/23	100.00	100.00	100.12	276	5.15	4.25	0.1	0.1	0.0
10	219873AA4	CORP AMERICA FAMILY CU	0%	5.25	02/21/25	-	-	-	Bullet	248,000	02/13/24	100.00	100.00	100.11	280	5.31	4.49	0.1	0.1	0.0
11	3134GXS88	FREDDIE MAC	1%	4.00	02/28/25	Aaa	AA+	-	Amer	800,000	08/09/22	100.00	100.00	99.93	(533)	3.97	4.38	0.2	0.2	0.0
12	912828ZC7	US TREASURY N/B	0%	1.13	02/28/25	Aaa	-	-	Bullet	225,000	11/24/21	100.26	100.01	99.47	(1,213)	1.04	4.36	0.2	0.2	0.0
13	29667RVK6	ESSA BANK & TRUST PA	0%	5.40	03/25/25	-	-	-	Bullet	136,000	06/17/24	100.00	100.00	100.23	315	5.29	4.31	0.2	0.2	0.0
14	62452AFW5	MOUNTAINONE BANK	0%	5.35	03/27/25	-	-	-	Bullet	240,000	06/20/24	100.00	100.00	100.23	541	5.24	4.31	0.2	0.2	0.0
15	628779HG8	NBT BANK	0%	5.35	03/27/25	-	-	-	Bullet	240,000	06/20/24	100.00	100.00	100.23	541	5.24	4.31	0.2	0.2	0.0
16	3133ENTK6	FEDERAL FARM CREDIT BANK	1%	2.51	04/01/25	Aaa	AA+	-	Bullet	1,000,000	04/01/22	99.67	99.97	99.54	(4,283)	2.63	4.35	0.2	0.2	0.0
17	465076UJ4	ISRAEL DISCOUNT BK OF NY	0%	5.50	04/21/25	-	-	-	Bullet	243,000	09/21/23	100.00	100.00	100.37	894	5.48	4.27	0.3	0.3	0.0
18	3135G03U5	FANNIE MAE	2%	0.63	04/22/25	Aaa	AA+	-	Bullet	2,100,000	04/22/20	99.96	100.00	98.90	(23,099)	0.63	4.23	0.3	0.3	0.0
19	3130ANAZ3	FEDERAL HOME LOAN BANK	1%	0.60	04/28/25	Aaa	AA+	-	Amer	700,000	07/21/21	100.00	100.00	98.80	(8,382)	0.60	4.32	0.3	0.3	0.0
20	3130ARVZ1	FEDERAL HOME LOAN BANK	1%	3.38	04/29/25	Aaa	AA+	01/29/25	Berm	1,000,000	06/21/22	99.15	99.89	99.69	(2,027)	3.70	4.32	0.3	0.3	0.0
21	06051V4U7	BANK OF AMERICA NA	0%	5.50	05/08/25	-	-	-	Bullet	243,000	10/31/23	100.00	100.00	100.42	1,030	5.48	4.27	0.4	0.3	0.0
22	169894BB7	CHIPPEWA VALLEY BANK	0%	5.45	05/08/25	-	-	-	Bullet	248,000	10/31/23	100.00	100.00	100.42	1,031	5.51	4.31	0.4	0.3	0.0
23	880591EW8	TENN VALLEY AUTHORITY	1%	0.75	05/15/25	Aaa	AA+	-	Bullet	1,000,000	05/06/20	99.71	99.98	98.70	(12,811)	0.81	4.29	0.4	0.4	0.0
24	06740KQJ9	BARCLAYS BANK/DELAWARE	0%	3.05	05/19/25	-	-	-	Bullet	245,000	05/10/22	100.00	100.00	99.54	(1,118)	3.04	4.25	0.4	0.4	0.0
25	91334AAT0	UNITED HERITAGE CU	0%	5.00	05/21/25	-	-	-	Bullet	248,000	02/13/24	100.00	100.00	100.31	775	5.05	4.23	0.4	0.4	0.0
26	3133ENXE5	FEDERAL FARM CREDIT BANK	1%	2.85	05/23/25	Aaa	AA+	-	Bullet	1,000,000	05/19/22	100.16	100.02	99.39	(6,263)	2.79	4.40	0.4	0.4	0.0
27	912828ZT0	US TREASURY N/B	1%	0.25	05/31/25	Aaa	-	-	Bullet	1,225,000	06/02/20	99.64	99.97	98.36	(19,771)	0.32	4.28	0.4	0.4	0.0
28	3130AS6N4	FEDERAL HOME LOAN BANK	1%	3.25	06/06/25	Aaa	AA+	03/06/25	Berm	500,000	05/26/22	100.10	100.01	99.49	(2,609)	3.18	4.44	0.4	0.4	0.0
29	67886WAH0	OKLAHOMAS FEDERAL CR UNI	0%	5.55	06/16/25	-	-	-	Bullet	248,000	11/17/23	100.00	100.00	100.63	1,556	5.61	4.21	0.5	0.4	0.0
30	88241THU7	TEXAS EXCHANGE BANK SSB	0%	1.00	06/19/25	-	-	01/19/25	Amer	245,000	06/19/20	99.95	100.00	98.50	(3,659)	1.01	4.27	0.5	0.5	0.0
31	17312Q4W6	CITIBANK NA	0%	5.35	06/25/25	-	-	-	Bullet	237,000	06/17/24	100.00	100.00	100.51	1,215	5.21	4.16	0.5	0.5	0.0
32	3134GXXS8	FREDDIE MAC	1%	3.25	06/27/25	Aaa	AA+	-	Amer	855,000	06/29/22	99.58	99.93	99.46	(3,988)	3.40	4.37	0.5	0.5	0.0
33	130162BL3	CALIFORNIA CREDIT UNION	0%	5.10	06/30/25	-	-	-	Bullet	243,000	12/18/23	100.00	100.00	100.46	1,125	5.10	4.16	0.5	0.5	0.0
34	91523NWV4	UNIV OF WASHINGTON WA UNIV REV	1%	1.95	07/01/25	Aaa	AA+	-	Bullet	550,000	02/16/22	100.00	100.00	98.86	(6,265)	1.95	4.26	0.5	0.5	0.0
35	06063HMT7	BANK OF BARODA	0%	0.65	07/22/25	-	-	-	Bullet	245,000	07/14/20	100.00	100.00	98.05	(4,786)	0.65	4.21	0.6	0.5	0.0
36	20825WAD2	CONNEXUS CREDIT UNION	0%	0.75	07/30/25	-	-	-	Bullet	225,000	06/17/24	94.90	97.32	98.03	1,600	5.49	4.21	0.6	0.6	0.0
37	54438CYK2	LOS ANGELES CA CMNTY CLG DIST	1%	0.77	08/01/25	Aaa	AA+	-	Bullet	850,000	06/25/21	100.05	100.01	98.02	(16,873)	0.76	4.23	0.6	0.6	0.0
38	33847GHB1	FLAGSTAR BANK NA	0%	5.20	08/18/25	-	-	-	Bullet	246,000	05/14/24	100.00	100.00	100.67	1,655	5.20	4.12	0.6	0.6	0.0
40	43787PFY4	HOMETRUST BANK CLYDE NC	0%	5.20	08/21/25	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	100.66	1,602	5.21	4.16	0.6	0.6	0.0
39	3136G4N74	FANNIE MAE	1%	0.56	08/21/25	Aaa	AA+	02/21/25	Berm	500,000	08/18/20	100.00	100.00	97.62	(11,887)	0.56	4.36	0.6	0.6	0.0
42	3135G05X7	FANNIE MAE	1%	0.38	08/25/25	Aaa	AA+	-	Bullet	500,000	12/08/20	99.73	99.96	97.49	(12,381)	0.43	4.32	0.6	0.6	0.0
41	02357QCA3	AMERANT BANK NA	0%	5.05	08/25/25	-	-	-	Bullet	244,000	08/17/23	100.00	100.00	100.54	1,308	5.04	4.20	0.6	0.6	0.0
43	3130AERV4	FEDERAL HOME LOAN BANK	1%	3.13	09/12/25	Aaa	AA+	-	Bullet	750,000	09/01/21	110.02	101.75	99.08	(20,037)	0.62	4.47	0.7	0.7	0.0
44	91282CAM3	US TREASURY N/B	1%	0.25	09/30/25	Aaa	-	-	Bullet	650,000	10/02/20	99.86	99.98	97.07	(18,896)	0.28	4.27	0.7	0.7	0.0
45	875124GS2	TAMPA BAY FL WTR REGL WTR SPLY	0%	2.91	10/01/25	Aa1	AA+	-	Bullet	110,000	01/13/16	100.00	100.00	98.89	(1,220)	2.90	4.42	0.8	0.7	0.0
46	02589AE24	AMERICAN EXPR NATL BK	0%	4.40	10/06/25	-	-	-	Bullet	245,000	10/03/22	100.00	100.00	100.21	514	4.39	4.11	0.8	0.7	0.0
47	319477AN5	FIRST-CITIZENS BANK/TRST	0%	4.70	10/28/25	-	-	-	Bullet	244,000	10/21/22	100.00	100.00	100.43	1,059	4.69	4.15	0.8	0.8	0.0
48	90348J6V7	UBS BANK USA	0%	4.70	11/03/25	-	-	-	Bullet	245,000	10/21/22	100.00	100.00	100.48	1,169	4.75	4.16	0.8	0.8	0.0
49	34387AFF1	FLUSHING BANK	0%	4.70	11/04/25	-	-	-	Bullet	249,000	10/27/22	100.00	100.00	100.47	1,182	4.75	4.16	0.8	0.8	0.0
50	178180GS8	CITY NATL BK - BEV HILLS	0%	4.90	11/24/25	-	-	-	Bullet	243,000	11/18/22	100.00	100.00	100.72	1,748	4.89	4.07	0.9	0.9	0.0
51	3130AKY26	FEDERAL HOME LOAN BANK	1%	0.51	11/24/25	Aaa	AA+	02/24/25	Berm	500,000	02/18/21	99.83	99.97	96.68	(16,460)	0.55	4.32	0.9	0.9	0.0
52	3130ALAA2	FEDERAL HOME LOAN BANK	1%	0.56	11/24/25	Aaa	AA+	02/24/25	Berm	600,000	02/09/21	100.00	100.00	96.75	(19,510)	0.56	4.28	0.9	0.9	0.0
53	13067WRC8	CALIFORNIA ST DEPT OF WTR RESO	0%	0.79	12/01/25	Aa1	AAA	-	Bullet	300,000	07/30/20	100.71	100.12	96.89	(9,714)	0.66	4.28	0.9	0.9	0.0
54	48836LBW1	KEMBA FIN CREDIT UNION	0%	4.35	12/05/25	-	-	-	Bullet	249,000	11/25/24	100.00	100.00	100.20	490	4.39	4.17	0.9	0.9	0.0
55	83086XAB6	SKYLA FEDERAL CU	0%	4.40	12/05/25	-	-	-	Bullet	249,000	11/25/24	100.00	100.00	100.24	604	4.44	4.17	0.9	0.9	0.0
56	48040PJT3	JONESBORO ST BANK	0%	0.60	12/11/25	-	-	02/11/25	Amer	245,000	12/08/20	100.00	100.00	96.71	(8,049)	0.60	4.18	0.9	0.9	0.0
57	41166HEB8	HARBORONE BANK	0%	5.10	12/18/25	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	100.90	2,182	5.10	4.14	1.0	0.9	0.0
Year 1			**36%**	**2.92**						**33,062,240**		**100.11**	**100.01**	**99.37**	**(213,519)**	**2.92**	**4.29**	**0.3**	**0.3**	**0.0**
59	20786ADE2	CONNECTONE BANK	0%	0.45	01/22/26	-	-	-	Bullet	245,000	02/01/21	100.00	100.00	96.18	(9,349)	0.45	4.17	1.1	1.0	0.0
58	066519QC6	BANKUNITED NA	0%	0.55	01/22/26	-	-	01/22/25	Berm	245,000	02/01/21	100.00	100.00	96.30	(9,069)	0.55	4.15	1.1	1.0	0.0
60	3130AN7C8	FEDERAL HOME LOAN BANK	1%	0.85	01/29/26	Aaa	AA+	01/29/25	Berm	700,000	07/21/21	99.99	100.00	96.40	(25,143)	0.85	4.29	1.1	1.1	0.0
61	819190WU9	SHAKOPEE MN INDEP SCH DIST #72	0%	0.81	02/01/26	Aa1	-	-	Bullet	250,000	06/28/24	93.84	95.75	96.27	1,280	4.87	4.37	1.1	1.1	0.0

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Positions by Maturity

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
62	91282CGL9	US TREASURY N/B	1%	4.00	02/15/26	Aaa	-	-	Bullet	600,000	12/01/23	99.08	99.52	99.73	1,281	4.44	4.24	1.1	1.1	0.0
63	91282CBQ3	US TREASURY N/B	1%	0.50	02/28/26	Aaa	-	-	Bullet	550,000	03/02/22	95.27	98.59	95.79	(15,421)	1.73	4.25	1.2	1.1	0.0
64	3131X6NZ9	Freddie Mac	0%	4.00	03/01/26	-	-	-	-	1,860	03/08/11	102.58	100.20	99.23	(18)	3.55	5.06	1.2	0.5	0.0
65	313373B68	FEDERAL HOME LOAN BANK	1%	4.38	03/13/26	Aaa	AA+	-	Bullet	770,000	07/18/22	103.98	101.36	100.10	(9,686)	3.21	4.29	1.2	1.1	0.0
66	3130ALU85	FEDERAL HOME LOAN BANK	0%	1.00	03/30/26	Aaa	AA+	03/30/25	Berm	250,000	04/01/21	99.97	99.99	96.00	(9,977)	1.01	4.32	1.2	1.2	0.0
67	797400MR6	SAN DIEGO CNTY CA REGL TRANSPR	1%	1.04	04/01/26	-	AAA	-	Bullet	650,000	03/11/21	100.00	100.00	96.10	(25,331)	1.04	4.26	1.2	1.2	0.0
68	91282CGV7	US TREASURY N/B	1%	3.75	04/15/26	Aaa	-	-	Bullet	600,000	12/01/23	98.55	99.19	99.36	1,015	4.40	4.26	1.3	1.2	0.0
69	970294DD3	WILLIAMSTON MI CMNTY SCHS SCH	1%	1.25	05/01/26	Aa1	-	-	Bullet	710,000	06/25/21	100.93	100.25	95.98	(30,319)	1.06	4.38	1.3	1.3	0.0
70	04911LAT0	ATLANTIC UNION BANK	0%	5.00	05/14/26	-	-	-	Bullet	243,000	05/03/24	100.00	100.00	101.20	2,923	5.00	4.09	1.4	1.3	0.0
71	3130ANFG0	FEDERAL HOME LOAN BANK	1%	0.88	05/18/26	Aaa	AA+	02/18/25	Berm	800,000	08/02/21	100.00	100.00	95.41	(36,710)	0.88	4.33	1.4	1.3	0.0
72	549104UP0	LUANA SAVINGS BANK	0%	0.50	06/11/26	-	-	-	Bullet	245,000	12/08/20	100.00	100.00	95.00	(12,252)	0.50	4.09	1.4	1.4	0.0
73	20360UAH8	COMMUNITY BANK/TOPEKA	0%	4.25	06/15/26	-	-	-	Bullet	249,000	12/01/22	100.00	100.00	100.25	633	4.29	4.10	1.5	1.4	0.0
74	79773KBH6	SAN FRANCISCO CA CITY & CNTY	0%	1.10	06/15/26	Aa1	AA+	-	Bullet	165,000	11/30/23	91.00	94.71	95.30	977	4.91	4.47	1.5	1.4	0.0
75	3133ENZF0	FEDERAL FARM CREDIT BANK	1%	4.40	06/22/26	Aaa	AA+	01/05/25	Amer	1,000,000	06/21/22	100.00	100.00	99.90	(950)	4.40	4.47	1.5	0.6	(1.5)
76	33610RVM2	FIRST PREMIER BANK	0%	4.95	06/26/26	-	-	-	Bullet	243,000	06/17/24	100.00	100.00	101.24	3,019	4.95	4.08	1.5	1.4	0.0
77	307811KB4	FARMERS & MERCHS BK WISC	0%	4.95	06/29/26	-	-	-	Bullet	248,000	06/17/24	100.00	100.00	101.29	3,188	5.00	4.10	1.5	1.4	0.0
78	7954507A7	SALLIE MAE BANK/SALT LKE	0%	1.00	07/14/26	-	-	-	Bullet	245,000	07/08/21	100.00	100.00	95.45	(11,149)	1.00	4.08	1.5	1.5	0.0
79	89235MLC3	TOYOTA FINANCIAL SGS BK	0%	0.95	07/15/26	-	-	-	Bullet	245,000	07/07/21	100.00	100.00	95.37	(11,348)	0.95	4.08	1.5	1.5	0.0
80	797272QR5	SAN DIEGO CA CMNTY CLG DIST	0%	2.30	08/01/26	Aa1	AAA	-	Bullet	310,000	05/24/22	96.04	98.44	97.03	(4,356)	3.32	4.25	1.6	1.5	0.0
81	538036SB1	LIVE OAK BANKING COMPANY	0%	0.80	08/13/26	-	-	-	Bullet	245,000	08/05/21	100.00	100.00	94.89	(12,509)	0.80	4.10	1.6	1.6	0.0
82	9128282A7	US TREASURY N/B	1%	1.50	08/15/26	Aaa	-	-	Bullet	1,000,000	12/01/21	101.78	100.63	95.71	(49,168)	1.11	4.26	1.6	1.6	0.0
83	3130ANM64	FEDERAL HOME LOAN BANK	1%	1.00	08/26/26	Aaa	AA+	02/26/25	Berm	700,000	08/11/21	100.00	100.00	94.76	(36,656)	1.00	4.31	1.7	1.6	0.0
84	91282CCW9	US TREASURY N/B	0%	0.75	08/31/26	Aaa	-	-	Bullet	105,000	08/26/21	99.50	99.83	94.41	(5,692)	0.85	4.27	1.7	1.6	0.0
85	3133EHWV1	FEDERAL FARM CREDIT BANK	1%	2.40	09/01/26	Aaa	AA+	-	Bullet	600,000	12/01/23	94.83	96.79	96.86	438	4.41	4.37	1.7	1.6	0.0
86	87164WB49	SYNCHRONY BANK	0%	0.95	09/10/26	-	-	-	Bullet	240,000	09/02/21	100.00	100.00	94.04	(14,293)	0.95	4.64	1.7	1.6	0.0
87	3130AMUF7	FEDERAL HOME LOAN BANK	1%	0.95	09/30/26	Aaa	AA+	03/31/25	Berm	500,000	06/18/21	99.74	99.91	94.38	(27,686)	1.00	4.32	1.7	1.7	0.0
88	912828YG9	US TREASURY N/B	0%	1.63	09/30/26	Aaa	-	-	Bullet	150,000	10/28/19	99.15	99.78	95.61	(6,246)	1.76	4.26	1.7	1.7	0.0
89	912828YQ7	US TREASURY N/B	0%	1.63	10/31/26	Aaa	-	-	Bullet	275,000	11/07/19	98.29	99.53	95.41	(11,319)	1.89	4.25	1.8	1.8	0.0
90	91282CLS8	US TREASURY N/B	1%	4.13	10/31/26	Aaa	-	-	Bullet	600,000	12/09/24	99.98	99.98	99.77	(1,309)	4.13	4.26	1.8	1.7	0.0
93	92818N5U8	VIRGINIA ST RESOURCES AUTH INF	1%	2.00	11/01/26	Aa1	AA	-	Bullet	985,000	07/22/21	105.36	101.86	95.50	(62,638)	0.97	4.58	1.8	1.8	0.0
91	3128PW2P2	Freddie Mac	0%	3.00	11/01/26	-	-	-	-	0	11/18/11	100.00	100.00	98.58	(0)	3.02	4.81	1.8	0.7	0.0
92	3131X7B49	Freddie Mac	0%	3.00	11/01/26	-	-	-	-	4,956	10/19/11	101.87	100.23	98.46	(88)	2.69	4.80	1.8	0.8	0.0
94	34520LAU7	FORBRIGHT BANK	0%	4.60	11/02/26	-	-	-	Bullet	249,000	10/27/22	100.00	100.00	101.00	2,487	4.64	4.07	1.8	1.7	0.0
95	27002YGP5	EAGLEBANK	0%	4.85	11/16/26	-	-	-	Bullet	248,000	05/14/24	100.00	100.00	101.48	3,667	4.90	4.07	1.9	1.8	0.0
96	3130APTE5	FEDERAL HOME LOAN BANK	1%	1.27	11/24/26	Aaa	AA+	01/05/25	Amer	1,000,000	12/02/21	99.53	99.81	94.40	(54,109)	1.37	4.37	1.9	1.8	0.0
98	912828YU8	US TREASURY N/B	1%	1.63	11/30/26	Aaa	-	-	Bullet	800,000	11/29/19	99.20	99.78	95.20	(36,641)	1.74	4.26	1.9	1.9	0.0
97	50625LBR3	LAFAYETTE FEDERAL CU	0%	5.25	11/30/26	-	-	-	Bullet	248,000	11/22/23	100.00	100.00	102.25	5,589	5.31	4.06	1.9	1.8	0.0
99	97412MBE8	WINGS FINANCIAL CRED UN	0%	4.30	12/07/26	-	-	-	Bullet	244,000	11/25/24	100.00	100.00	100.53	1,284	4.30	4.01	1.9	1.8	0.0
Year 2			**19%**	**2.22**						**17,758,816**		**99.86**	**99.84**	**97.02**	**(501,651)**	**2.35**	**4.29**	**1.5**	**1.4**	**(0.1)**
100	3130AKRE8	FEDERAL HOME LOAN BANK	1%	0.85	01/29/27	Aaa	AA+	01/29/25	Berm	600,000	12/09/24	93.32	93.50	93.15	(2,110)	4.14	4.33	2.1	2.0	0.0
101	052392DD6	AUSTIN TELCO FCU	0%	4.55	02/08/27	-	-	-	Bullet	249,000	08/02/24	100.00	100.00	101.07	2,665	4.59	4.05	2.1	2.0	0.1
102	73358XDB5	PORT AUTH OF NEW YORK & NEW JE	0%	1.75	02/15/27	Aa3	AA-	-	Bullet	90,000	12/16/21	100.00	100.00	94.65	(4,820)	1.75	4.41	2.1	2.0	0.0
103	912828V98	US TREASURY N/B	1%	2.25	02/15/27	Aaa	-	-	Bullet	600,000	12/01/23	94.07	95.98	95.95	(221)	4.25	4.26	2.1	2.0	0.1
104	32026UW77	FIRST FOUNDATION BANK	0%	4.65	02/18/27	-	-	-	Bullet	244,000	08/11/23	100.00	100.00	101.24	3,030	4.65	4.03	2.1	2.0	0.1
105	3133EP6K6	FEDERAL FARM CREDIT BANK	1%	4.50	03/26/27	Aaa	AA+	-	Bullet	600,000	06/20/24	100.02	100.01	100.49	2,881	4.49	4.26	2.2	2.1	0.1
106	31424WAF9	FARMER MAC	1%	4.88	04/01/27	-	-	-	Bullet	600,000	12/01/23	101.33	100.92	101.23	1,885	4.44	4.29	2.2	2.1	0.1
107	27004PEP4	EAGLEMARK SAVINGS BANK	0%	4.65	04/05/27	-	-	-	Bullet	244,000	03/28/24	100.00	100.00	101.37	3,338	4.65	4.01	2.3	2.1	0.1
108	3130ARJH5	FEDERAL HOME LOAN BANK	1%	3.15	04/22/27	Aaa	AA+	01/22/25	Berm	1,000,000	04/14/22	99.54	99.79	97.21	(25,746)	3.24	4.43	2.3	2.2	0.0
109	135537GZ5	CANADIAN CNTY OK INDEP SCH DIS	1%	4.60	05/01/27	-	A+	-	Bullet	700,000	04/23/24	99.06	99.28	100.08	5,603	4.91	4.55	2.3	2.1	0.1
110	61768U4F1	MORGAN STANLEY PVT BANK	0%	3.35	05/17/27	-	-	05/17/25	Amer	245,000	05/10/22	100.00	100.00	98.50	(3,664)	3.35	4.01	2.4	2.1	(0.4)
111	254673D94	DISCOVER BANK	0%	3.20	05/19/27	-	-	-	Bullet	245,000	05/10/22	100.00	100.00	98.17	(4,480)	3.20	4.01	2.4	2.3	0.1
112	14042RRN3	CAPITAL ONE NA	0%	3.20	05/25/27	-	-	-	Bullet	245,000	05/19/22	100.00	100.00	98.15	(4,528)	3.20	4.01	2.4	2.3	0.1
113	68607LXQ5	OREGON ST	0%	5.89	06/01/27	Aa1	AA+	-	Bullet	372,523	11/30/23	102.05	101.45	102.50	3,919	4.86	4.12	2.4	1.4	0.0
114	3130ASGU7	FEDERAL HOME LOAN BANK	0%	3.50	06/11/27	Aaa	AA+	-	Bullet	400,000	12/01/23	97.38	98.14	98.11	(120)	4.31	4.32	2.4	2.3	0.1
115	369674CW4	GE CREDIT UNION	0%	4.80	06/28/27	-	-	-	Bullet	248,000	06/20/24	100.00	100.00	101.87	4,640	4.85	4.04	2.5	2.3	0.1
116	977123X94	WISCONSIN ST TRANSPRTN REVENUE	0%	1.11	07/01/27	-	AAA	-	Bullet	300,000	07/29/20	100.38	100.14	92.35	(23,352)	1.05	4.37	2.5	2.4	0.1
117	576000ZG1	MASSACHUSETTS ST SCH BLDG AUTH	0%	1.28	08/15/27	Aa1	AA+	-	Bullet	450,000	10/23/20	100.01	100.00	92.35	(34,421)	1.28	4.40	2.6	2.5	0.1
118	31364FCB5	FANNIE MAE	1%	6.09	09/27/27	Aaa	AA+	-	Bullet	570,000	12/01/22	109.85	105.81	104.63	(6,764)	3.83	4.28	2.7	2.5	0.1
119	671137C62	OAK CREEK WI	0%	2.20	10/01/27	Aa2	-	-	Bullet	200,000	11/29/23	90.80	93.24	94.09	1,708	4.85	4.51	2.8	2.6	0.1
120	3133EPH81	FEDERAL FARM CREDIT BANK	1%	4.50	10/04/27	Aaa	AA+	-	Bullet	600,000	12/01/23	100.72	100.51	100.41	(626)	4.30	4.34	2.8	2.5	0.1
121	3133ERA92	FEDERAL FARM CREDIT BANK	1%	4.13	11/12/27	Aaa	AA+	-	Bullet	600,000	12/09/24	100.12	100.12	99.57	(3,282)	4.08	4.28	2.9	2.7	0.1
Year 3			**10%**	**3.68**						**9,402,523**		**99.60**	**99.54**	**98.65**	**(84,464)**	**3.91**	**4.28**	**2.4**	**2.2**	**0.0**

WELLS FARGO

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Positions by Maturity

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
122	14622LAR3	CARTER FEDERAL CU	0%	4.15	01/19/28	-	-	-	Bullet	249,000	01/16/24	100.00	100.00	100.42	1,044	4.19	4.04	3.1	2.8	0.1
123	91282CBJ9	US TREASURY N/B	1%	0.75	01/31/28	Aaa	-	-	Bullet	600,000	06/20/24	88.12	89.75	89.82	459	4.34	4.31	3.1	3.0	0.1
124	73358XDC3	PORT AUTH OF NEW YORK & NEW JE	0%	1.90	02/15/28	Aa3	AA-	-	Bullet	90,000	12/16/21	100.00	100.00	92.44	(6,805)	1.90	4.52	3.1	3.0	0.1
125	01025RAL3	ALABAMA CREDIT UNION	0%	4.15	02/23/28	-	-	-	Bullet	249,000	02/13/24	100.00	100.00	100.43	1,076	4.19	4.04	3.1	2.9	0.1
126	91282CGP0	US TREASURY N/B	1%	4.00	02/29/28	Aaa	-	-	Bullet	600,000	12/01/23	99.26	99.43	99.08	(2,139)	4.19	4.31	3.2	2.9	0.1
127	3140LBSE4	Fannie Mae	0%	1.09	03/01/28	-	-	-	-	500,000	06/20/24	88.32	89.83	90.01	945	4.50	4.44	3.2	3.2	0.1
128	797400MT2	SAN DIEGO CNTY CA REGL TRANSPR	1%	1.50	04/01/28	-	AAA	-	Bullet	750,000	03/11/21	100.00	100.00	91.06	(67,058)	1.49	4.48	3.3	3.1	0.1
129	91282CBZ3	US TREASURY N/B	0%	1.25	04/30/28	Aaa	-	-	Bullet	450,000	05/12/21	99.54	99.77	90.57	(41,420)	1.32	4.32	3.3	3.2	0.1
130	88213ARR8	TEXAS ST A & M UNIV REVENUES	0%	1.51	05/15/28	Aaa	AAA	-	Bullet	400,000	03/11/21	100.00	100.00	90.89	(36,428)	1.50	4.44	3.4	3.2	0.1
131	05600XQE3	BMO BANK NA	0%	4.50	05/16/28	-	-	-	Bullet	243,000	05/12/23	100.00	100.00	99.19	(1,973)	4.50	4.76	3.4	3.1	0.1
132	37892MAN4	GLOBAL FEDERAL CU	0%	4.75	05/30/28	-	-	-	Bullet	248,000	05/17/24	100.00	100.00	102.38	5,913	4.80	4.04	3.4	3.1	0.1
133	664214PS6	N E IA CMNTY CLG	0%	5.25	06/01/28	Aa1	-	-	Bullet	205,000	07/06/23	101.81	101.30	102.30	2,054	4.83	4.51	3.4	3.1	0.1
134	313812EG0	FEDERAL SAVINGS BANK	0%	4.50	06/28/28	-	-	-	Bullet	249,000	06/20/23	100.00	100.00	99.31	(1,710)	4.54	4.76	3.5	3.2	0.1
135	32082BFU8	FIRST MERCHANTS BANK	0%	4.60	06/28/28	-	-	-	Bullet	244,000	06/25/24	100.00	100.00	101.92	4,679	4.60	4.01	3.5	3.2	0.1
136	910286GN7	UNITED FIDELITY BK FSB	0%	4.50	06/29/28	-	-	-	Bullet	249,000	06/20/23	100.00	100.00	99.31	(1,711)	4.54	4.76	3.5	3.2	0.1
137	68587FAY0	OREGON EDU DISTS FULL FAITH &	0%	1.53	06/30/28	Aa2	AA	-	Bullet	285,000	11/29/23	85.58	88.70	90.57	5,335	5.10	4.47	3.5	3.3	0.1
138	64966QCE8	NEW YORK NY	1%	2.63	08/01/28	Aa2	AA	-	Bullet	675,000	12/01/22	89.82	93.26	93.54	1,904	4.69	4.60	3.6	3.3	0.1
139	64971WN89	NEW YORK CITY NY TRANSITIONAL	1%	2.77	08/01/28	Aa1	AAA	08/01/26	Amer	600,000	12/07/22	90.94	93.99	93.87	(720)	4.61	4.64	3.6	3.3	0.1
140	798186P30	SAN JOSE CA UNIF SCH DIST SANT	0%	1.22	08/01/28	Aaa	AA+	-	Bullet	205,000	12/01/22	82.34	88.28	89.56	2,610	4.82	4.40	3.6	3.4	0.1
141	15118RWG8	CELTIC BANK	0%	1.40	08/25/28	-	-	01/25/25	Amer	245,000	08/05/21	100.00	100.00	91.16	(21,654)	1.40	4.04	3.7	3.5	0.1
142	544351PT0	LOS ANGELES CA	0%	1.70	09/01/28	Aa2	AA	-	Bullet	370,000	12/01/22	83.93	89.24	90.87	6,046	4.94	4.42	3.7	3.5	0.1
143	91282CJF9	US TREASURY N/B	1%	4.88	10/31/28	Aaa	-	-	Bullet	600,000	12/09/24	102.85	102.80	101.79	(6,101)	4.08	4.36	3.8	3.5	0.1
144	77357DAB4	ROCKLAND FEDE CRED UNION	0%	5.00	11/30/28	-	-	-	Bullet	248,000	11/27/23	100.00	100.00	103.61	8,954	5.05	4.04	3.9	3.5	0.2
145	3138WAQH3	Fannie Mae	0%	2.50	12/01/28	-	-	-	-	173,111	03/20/14	99.61	99.75	96.53	(5,566)	2.68	4.70	3.9	1.6	0.0
146	3130AXQK7	FEDERAL HOME LOAN BANK	1%	4.75	12/08/28	Aaa	AA+	-	Bullet	600,000	12/01/23	102.36	101.90	101.52	(2,255)	4.22	4.32	3.9	3.6	0.2
Year 4			**10%**	**2.91**						**9,327,111**		**96.12**	**97.17**	**95.51**	**(154,521)**	**3.82**	**4.40**	**3.5**	**3.2**	**0.1**
147	91282CJW2	US TREASURY N/B	1%	4.00	01/31/29	Aaa	-	-	Bullet	1,200,000	06/20/24	99.33	99.40	98.62	(9,372)	4.16	4.37	4.1	3.7	0.2
148	172513CN1	CINNAMINSON TWP NJ	0%	1.75	02/01/29	-	AA+	-	Bullet	300,000	11/29/23	85.61	88.34	88.68	1,011	4.93	4.84	4.1	3.8	0.2
149	3133ENWT3	FEDERAL FARM CREDIT BANK	1%	3.95	05/17/29	Aaa	AA+	01/05/25	Amer	650,000	11/22/23	95.51	96.32	97.00	4,393	4.89	4.72	4.4	3.6	(0.5)
151	07371DR66	BEAL BANK USA	0%	4.70	05/30/29	-	-	-	Bullet	244,000	05/29/24	100.00	100.00	99.76	(594)	4.70	4.76	4.4	3.9	0.2
150	07371BVU2	BEAL BANK - PLANO TX	0%	4.70	05/30/29	-	-	-	Bullet	244,000	05/29/24	100.00	100.00	99.76	(594)	4.70	4.76	4.4	3.9	0.2
152	425201AZ3	HENDERSON NV	1%	5.25	06/01/29	Aa2	AA+	-	Bullet	465,000	11/16/23	101.58	101.29	102.54	5,785	4.92	4.61	4.4	3.9	0.2
153	23204HPQ5	CUSTOMERS BANK	0%	4.55	06/27/29	-	-	-	Bullet	244,000	06/20/24	100.00	100.00	102.22	5,416	4.55	4.01	4.5	4.0	0.2
154	58404DVL2	MEDALLION BANK UTAH	0%	4.50	06/28/29	-	-	-	Bullet	249,000	06/20/24	100.00	100.00	102.04	5,088	4.54	4.04	4.5	4.0	0.2
155	146102AS7	CARTER BANK & TRUST	0%	4.55	07/05/29	-	-	-	Bullet	249,000	06/25/24	100.00	100.00	102.26	5,622	4.59	4.04	4.5	4.0	0.2
156	261172QE3	DOWNTOWN SAVANNAH GA AUTH	1%	3.60	08/01/29	Aa1	AA+	08/01/28	Amer	500,000	06/11/19	106.50	102.75	95.18	(37,850)	2.79	4.78	4.6	4.1	0.2
157	66702RZE5	NORTHSIDE TX INDEP SCH DIST	1%	5.00	08/15/29	Aaa	-	-	Bullet	500,000	06/20/23	103.47	102.69	101.77	(4,590)	4.35	4.57	4.6	4.0	0.2
158	3130A35P5	FEDERAL HOME LOAN BANK	1%	3.50	09/24/29	Aaa	AA+	-	Bullet	600,000	12/09/24	97.50	97.52	96.19	(7,990)	4.08	4.40	4.7	4.3	0.2
159	13063D2W7	CALIFORNIA ST	1%	5.10	10/01/29	Aa2	AA-	-	Bullet	500,000	10/23/23	98.79	99.00	101.85	14,260	5.34	4.66	4.8	4.2	0.2
160	90352RDH5	USALLIANCE FED CR UNION	0%	5.25	11/30/29	-	-	-	Bullet	248,000	11/09/23	100.00	100.00	105.56	13,793	5.31	4.04	4.9	4.3	0.2
161	021807MB5	ALTOONA PA AREA SCH DIST	0%	1.74	12/01/29	-	AA	-	Bullet	255,000	11/29/23	83.53	86.17	86.76	1,512	4.94	4.79	4.9	4.6	0.2
Year 5			**7%**	**4.14**						**6,448,000**		**98.66**	**98.63**	**98.57**	**(4,109)**	**4.47**	**4.50**	**4.5**	**4.0**	**0.1**
162	523343AB7	LEDYARK NBK/NORWICH VT	0%	4.10	12/31/29	-	-	-	Bullet	244,000	12/22/23	100.00	100.00	97.09	(7,097)	4.10	4.76	5.0	4.5	0.2
163	260741SL8	DOWNERS GROVE IL	0%	2.02	01/01/30	-	AAA	01/01/28	Amer	145,000	11/30/23	84.85	87.24	87.99	1,093	4.93	4.75	5.0	4.6	0.2
164	31359MFJ7	FANNIE MAE	2%	7.13	01/15/30	Aaa	AA+	-	Bullet	1,850,000	10/03/23	114.24	111.73	112.02	5,342	4.50	4.44	5.0	4.2	0.2
165	91282CGQ8	US TREASURY N/B	1%	4.00	02/28/30	Aaa	-	-	Bullet	600,000	12/09/24	99.65	99.65	98.13	(9,086)	4.08	4.41	5.2	4.6	0.3
166	3133EPKK0	FEDERAL FARM CREDIT BANK	1%	3.88	05/23/30	Aaa	AA+	-	Bullet	500,000	08/03/23	96.42	97.08	96.96	(591)	4.49	4.52	5.4	4.8	0.3
167	664214QD8	N E IA CMNTY CLG	0%	5.00	06/01/30	Aa1	-	-	Bullet	140,000	06/17/24	101.94	101.76	101.45	(437)	4.62	4.69	5.4	4.6	0.3
168	60685BSA0	MIZRAHI TEFAHOT BANK/LA	0%	4.50	07/03/30	-	-	-	Bullet	244,000	03/28/24	100.00	100.00	102.31	5,645	4.50	4.03	5.5	4.8	0.3
169	3132A9Q67	Freddie Mac	0%	2.50	08/01/30	-	-	-	-	252,607	09/02/15	101.61	100.60	95.08	(13,944)	2.22	4.84	5.6	2.2	0.0
170	559686WU0	MAGNOLIA TX INDEP SCH DIST	1%	5.00	08/15/30	Aaa	-	-	Bullet	875,000	05/30/23	103.79	103.06	101.46	(13,948)	4.38	4.70	5.6	4.8	0.3
171	052397Z58	AUSTIN TX	0%	5.50	09/01/30	-	AAA	-	Bullet	350,000	12/09/24	106.11	106.04	103.56	(8,700)	4.29	4.78	5.7	4.9	0.3
172	831641FQ3	Small Business Administration	0%	1.03	09/10/30	-	-	-	-	284,633	09/15/20	100.00	100.00	85.67	(40,800)	1.03	4.87	5.7	4.0	0.2
173	91282CHZ7	US TREASURY N/B	1%	4.63	09/30/30	Aaa	-	-	Bullet	600,000	12/09/24	102.78	102.75	100.92	(10,987)	4.08	4.44	5.8	5.0	0.3
174	605581QQ3	MISSISSIPPI ST	1%	1.99	10/01/30	Aa2	AA	-	Bullet	650,000	06/26/23	84.81	87.58	87.03	(3,588)	4.46	4.58	5.8	5.3	0.3
175	082419F56	BENSENVILLE IL	0%	2.00	12/30/30	-	AA	12/30/28	Amer	485,000	06/17/24	85.01	86.08	84.99	(5,287)	4.69	4.92	6.0	5.5	0.3
Year 6			**8%**	**4.55**						**7,220,240**		**101.77**	**101.41**	**99.99**	**(102,384)**	**4.19**	**4.56**	**5.4**	**4.6**	**0.3**
176	771588WJ5	ROCHESTER MN	0%	5.00	02/01/31	Aaa	AAA	-	Bullet	440,000	06/18/24	102.52	102.31	101.50	(3,569)	4.56	4.71	6.1	5.1	0.3
177	072024WS7	BAY AREA CA TOLL AUTH TOLL BRI	0%	2.57	04/01/31	Aa3	AA	-	Bullet	150,000	01/19/22	101.58	101.11	91.26	(14,780)	2.30	4.89	6.3	3.9	0.2
178	31418B2N5	Fannie Mae	0%	2.50	04/01/31	-	-	-	-	200,405	04/12/16	107.90	104.21	94.69	(19,079)	0.71	4.83	6.3	2.3	0.0
179	3140NU7C7	Fannie Mae	1%	4.76	05/01/31	-	-	-	-	500,000	06/20/24	101.35	101.22	99.55	(8,359)	4.59	4.90	6.3	5.6	0.3
180	3133ERDM0	FEDERAL FARM CREDIT BANK	1%	4.75	05/02/31	Aaa	AA+	-	Bullet	600,000	06/20/24	102.05	101.91	100.79	(6,726)	4.40	4.60	6.3	5.4	0.4

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Positions by Maturity

ID	CUSIP	Issuer	% Port	Cpn	Final Maturity	Ratings Moody's	Ratings S&P	Nxt Call Date	Call Type	Par	Acquired Date	Acquired Price	Book Price	Market Price	G / L	Book Yield	Market Yield	WAM	Eff Dur	Eff Cvx
181	3138WHJ29	Fannie Mae	0%	2.00	07/01/31	-	-	-	-	169,194	08/02/16	101.66	100.81	93.31	(12,702)	1.67	4.83	6.5	2.5	0.0
182	3130AXEZ7	FEDERAL HOME LOAN BANK	1%	4.88	09/12/31	Aaa	AA+	-	Bullet	500,000	10/17/23	97.82	98.09	101.49	16,977	5.21	4.61	6.7	5.6	0.4
Year 7			**3%**	**4.33**						**2,559,599**		**101.57**	**101.16**	**99.28**	**(48,237)**	**4.02**	**4.73**	**6.4**	**4.9**	**0.3**
183	3132A9TC1	Freddie Mac	0%	3.50	02/01/32	-	-	-	-	175,181	10/31/19	104.24	103.52	97.00	(11,421)	2.12	4.66	7.1	2.5	0.0
184	442331S62	HOUSTON TX	0%	6.29	03/01/32	Aa3	AA	-	Bullet	418,373	12/16/24	105.51	105.48	104.82	(2,795)	4.72	4.91	7.2	3.4	0.2
185	31418CKU7	Fannie Mae	0%	3.50	05/01/32	-	-	-	-	144,828	01/29/19	101.53	101.27	96.91	(6,316)	3.03	4.65	7.3	2.6	0.0
186	3130AS5M7	FEDERAL HOME LOAN BANK	1%	4.28	05/26/32	Aaa	AA+	01/05/25	Amer	1,000,000	05/19/22	100.00	100.00	96.08	(39,182)	4.28	4.92	7.4	5.2	(1.2)
188	31418CLS1	Fannie Mae	0%	3.50	06/01/32	-	-	-	-	124,128	01/29/19	101.53	101.42	96.88	(5,641)	2.98	4.64	7.4	2.7	0.0
187	3140J7Q24	Fannie Mae	0%	3.50	06/01/32	-	-	-	-	76,616	11/13/18	102.94	102.22	97.06	(3,953)	2.57	4.70	7.4	2.4	0.0
189	31410LUN0	Fannie Mae	0%	3.00	09/01/32	-	-	-	-	206,427	12/06/18	101.48	101.01	95.16	(12,094)	2.62	4.90	7.7	2.6	0.0
Year 8			**2%**	**4.36**						**2,145,553**		**101.86**	**101.70**	**97.91**	**(81,402)**	**3.81**	**4.85**	**7.4**	**4.0**	**(0.5)**
190	3140J7Y25	Fannie Mae	0%	3.50	01/01/33	-	-	-	-	101,918	09/27/18	100.63	100.44	96.61	(3,910)	3.36	4.72	8.0	2.8	0.0
191	3140J8CQ4	Fannie Mae	0%	3.50	01/01/33	-	-	-	-	98,266	11/28/18	100.41	100.27	96.94	(3,269)	3.42	4.69	8.0	2.5	0.0
192	3133EPBR5	FEDERAL FARM CREDIT BANK	1%	4.25	02/23/33	Aaa	AA+	-	Bullet	600,000	11/30/23	96.64	96.97	96.65	(1,883)	4.70	4.75	8.2	6.7	0.5
193	3140H1XB1	Fannie Mae	0%	3.00	03/01/33	-	-	-	-	132,306	02/08/19	100.11	100.08	95.16	(6,501)	2.99	4.69	8.2	3.0	(0.0)
194	31418CVE1	Fannie Mae	0%	3.00	03/01/33	-	-	-	-	72,018	03/01/19	99.80	99.79	95.16	(3,333)	3.09	4.69	8.2	3.0	0.0
195	419792M86	HAWAII ST	1%	4.84	10/01/33	Aa2	AA+	-	Bullet	650,000	12/16/24	101.42	101.41	99.64	(11,505)	4.64	4.89	8.8	7.0	0.6
196	3130AXQZ4	FEDERAL HOME LOAN BANK	1%	4.88	12/09/33	Aaa	AA+	-	Bullet	650,000	01/08/24	104.84	104.45	100.76	(23,971)	4.27	4.77	8.9	7.2	0.6
Year 9			**3%**	**4.42**						**2,304,509**		**100.93**	**100.89**	**98.53**	**(54,371)**	**4.30**	**4.79**	**8.5**	**6.3**	**0.5**
197	3130B0X87	FEDERAL HOME LOAN BANK	1%	4.75	03/10/34	Aaa	AA+	-	Bullet	600,000	06/20/24	101.71	101.63	99.83	(10,807)	4.53	4.77	9.2	7.3	0.7
Year 10			**1%**	**4.75**						**600,000**		**101.71**	**101.63**	**99.83**	**(10,807)**	**4.53**	**4.77**	**9.2**	**7.3**	**0.7**
198	31418DLX8	Fannie Mae	0%	2.00	02/01/35	-	-	-	-	138,383	04/14/20	102.94	102.76	89.20	(18,765)	1.26	5.19	10.1	3.9	0.1
200	31418DTL6	Fannie Mae	0%	1.50	10/01/35	-	-	-	-	242,606	09/04/20	102.38	101.87	86.32	(37,723)	1.05	5.24	10.8	4.3	0.1
199	3140X7VD8	Fannie Mae	0%	1.50	10/01/35	-	-	-	-	181,159	09/28/20	102.40	101.98	86.38	(28,256)	1.02	5.23	10.8	4.3	0.1
201	3140KT5F8	Fannie Mae	0%	1.50	11/01/35	-	-	-	-	141,439	11/25/20	103.43	102.71	86.38	(23,099)	0.84	5.24	10.8	4.3	0.1
202	3140X9C78	Fannie Mae	0%	2.00	02/01/36	-	-	-	-	124,147	01/28/21	104.70	104.06	89.25	(18,391)	0.92	5.19	11.1	3.9	(0.0)
> Year 10			**1%**	**1.66**						**827,734**		**103.00**	**102.52**	**87.27**	**(126,233)**	**1.02**	**5.22**	**10.7**	**4.2**	**0.1**
Total Portfolio			**100%**	**3.19**						**91,656,326**		**99.77**	**99.78**	**98.28**	**(1,381,697)**	**3.29**	**4.38**	**2.5**	**2.1**	**0.0**

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Financial Review – December 2024 (Preliminary Results)

February 18, 2025

SHAKOPEE
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CITY OF SHAKOPEE
Monthly Financial Report

	YTD 2024 Budget	December 2024 Actual	YTD 2024 Actual	Budget Balance Remaining	Percent Used	YTD 2023 Actual
01000 - GENERAL FUND						
REVENUES:						
* - TAXES	22,569,800	10,876,165	22,653,516	(83,716)	100% →	20,790,614
* - SPECIAL ASSESSMENTS	14,000	9,122	20,783	(6,783)	148% ↑	56,190
* - LICENSES AND PERMITS	3,491,450	370,815	5,542,102	(2,050,652)	159% ↑	6,393,007
* - INTERGOVERNMENTAL	5,200,650	450,412	5,605,406	(404,756)	108% ↑	5,592,885
* - CHARGES FOR SERVICES	4,813,350	221,276	5,030,682	(217,332)	105% →	5,425,468
* - FINES AND FORFEITS	325,200	43,922	296,452	28,748	91% →	327,215
* - MISCELLANEOUS	379,200	(18,583)	1,304,368	(925,168)	344% ↑	2,512,897
TOTAL REVENUES	**36,793,650**	**11,953,127**	**40,453,309**	**(3,659,659)**	**110% →**	**41,098,276**
EXPENDITURES:						
11 - MAYOR & COUNCIL	(208,000)	(15,166)	(135,800)	(72,200)	65% ↑	(175,971)
12 - ADMINISTRATION	(2,643,925)	(420,822)	(2,651,953)	8,028	100% →	(2,322,235)
13 - CITY CLERK	(567,500)	(53,670)	(570,270)	2,770	100% →	(514,432)
15 - FINANCE	(1,128,925)	(72,708)	(1,137,995)	9,070	101% →	(1,063,152)
17 - PLANNING AND DEVELOPMENT	(886,900)	(95,154)	(820,768)	(66,132)	93% →	(587,878)
18 - FACILITIES	(603,650)	(72,280)	(598,174)	(5,476)	99% →	(670,732)
31 - POLICE DEPARTMENT	(12,204,900)	(2,216,154)	(12,158,904)	(45,996)	100% →	(11,005,615)
32 - FIRE	(3,991,500)	(603,607)	(4,251,334)	259,834	107% →	(3,662,339)
33 - INSPECTION-BLDG-PLMBG-HTG	(1,876,400)	(109,607)	(2,059,299)	182,899	110% ↓	(1,774,234)
41 - ENGINEERING	(1,490,850)	(162,272)	(1,338,551)	(152,299)	90% ↑	(1,204,737)
42 - STREET MAINTENANCE	(2,837,830)	(342,760)	(2,572,396)	(265,434)	91% →	(2,591,333)
44 - FLEET	(565,100)	(49,549)	(516,988)	(48,112)	91% →	(469,800)
46 - PARK MAINTENANCE	(3,455,170)	(392,565)	(3,384,853)	(70,317)	98% →	(3,279,145)
67 - RECREATION	(5,208,560)	(692,308)	(5,218,233)	9,673	100% →	(5,080,094)
91 - UNALLOCATED	(13,100)	3,580	(9,659)	(3,441)	74% ↑	(42,627)
TOTAL EXPENDITURES	**(37,682,310)**	**(5,295,044)**	**(37,425,177)**	**(257,133)**	**99% →**	**(34,444,322)**
OTHER FINANCING						
* - TRANSFERS IN	634,610	495,553	495,553	139,057	78%	400,000
* - TRANSFERS OUT	0	0	0	0	#DIV/0!	(4,048,650)
OTHER FINANCING TOTAL	**634,610**	**495,553**	**495,553**	**139,057**	**130%**	**(3,648,650)**
FUND TOTAL	**(506,600)**	**7,153,636**	**3,523,685**	**(3,777,735)**		**2,019,185**

Key

- ↑ Varies more than 10% than budget positively
- ↓ Varies more than 10% than budget negatively
- → Within 10% of budget

Revenues

	YTD 2024 Budget	December 2024 Actual	YTD 2024 Actual	Budget Balance Remaining	Percent Used	YTD 2023 Actual
01000 - GENERAL FUND						
REVENUES:						
* - TAXES	22,569,800	10,876,165	22,653,516	(83,716)	100%	20,790,614
* - SPECIAL ASSESSMENTS	14,000	9,122	20,783	(6,783)	148%	56,190
* - LICENSES AND PERMITS	3,491,450	370,815	5,542,102	(2,050,652)	159%	6,393,007
* - INTERGOVERNMENTAL	5,200,650	450,412	5,605,406	(404,756)	108%	5,592,885
* - CHARGES FOR SERVICES	4,813,350	221,276	5,030,682	(217,332)	105%	5,425,468
* - FINES AND FORFEITS	325,200	43,922	296,452	28,748	91%	327,215
* - MISCELLANEOUS	379,200	(18,583)	1,304,368	(925,168)	344%	2,512,897
TOTAL REVENUES	**36,793,650**	**11,953,127**	**40,453,309**	**(3,659,659)**	**110%**	**41,098,276**

Compensated Absences

- GASB Statement 101 (New Accounting Standard)
  - In addition to the previously required reporting of a liability for all leave required to be paid upon termination. The City must record a liability for earned leave that an employee is more likely than not to use the benefit.
  - Example: Employee with 80 hours of accrued sick leave, with less that 5 years of service. Previously no liability would have been recorded since the time was not eligible to be paid-out. Now the City is required to determine how much of that time is likely to be used by the employee and record as a liability.
- General Fund Impact ($786k estimated)
  - Compensated Absences 2024 Budget $314k vs Actual $1.1 million
  - Other factors: Wage adjustments union/non-union, Additional public safety employees, Safe & Sick time
  - Primarily a one-time adjustment (impacts all departments)

Expenditures

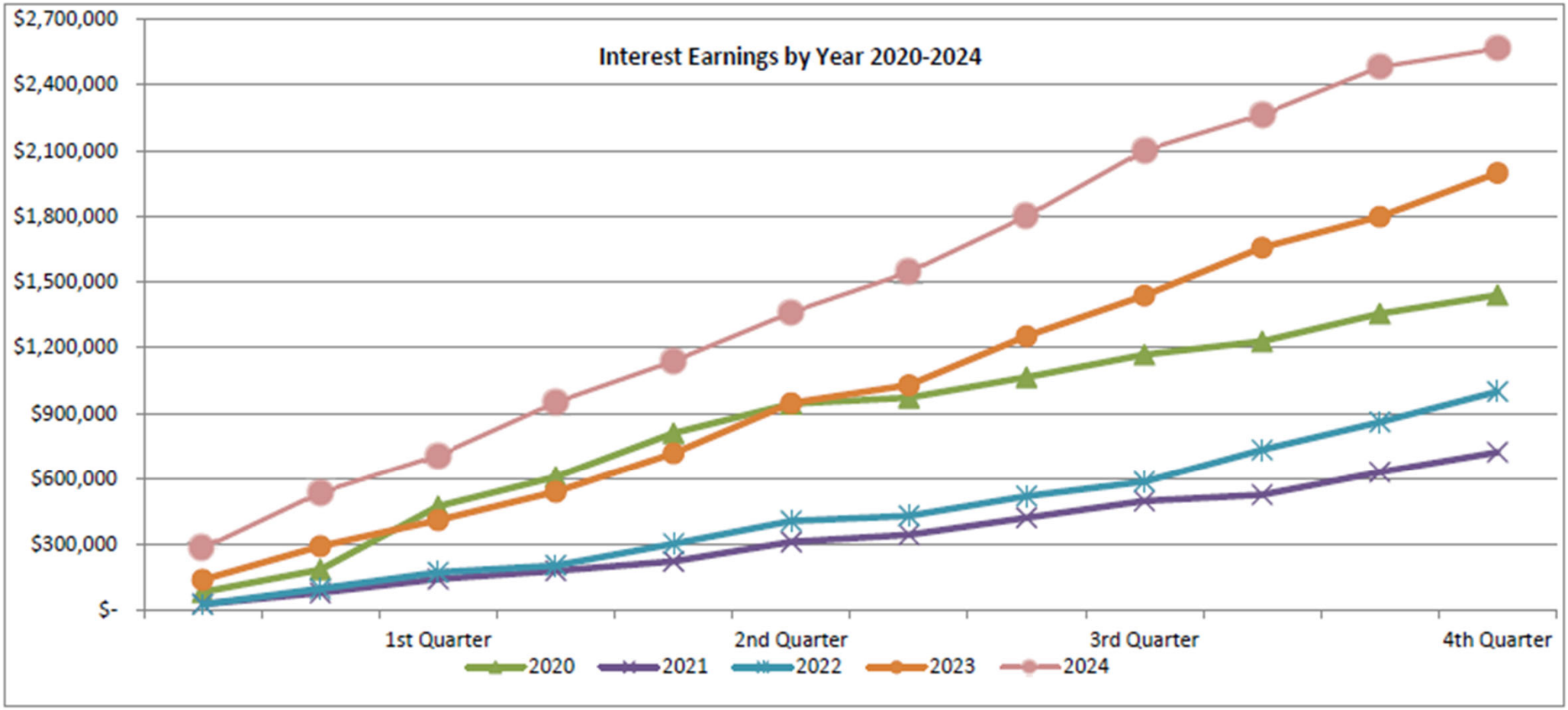
	YTD 2024 Budget	December 2024 Actual	YTD 2024 Actual	Budget Balance Remaining	Percent Used	YTD 2023 Actual
EXPENDITURES:						
11 - MAYOR & COUNCIL	(208,000)	(15,166)	(135,800)	(72,200)	65%	(175,971)
12 - ADMINISTRATION	(2,643,925)	(420,822)	(2,651,953)	8,028	100%	(2,322,235)
13 - CITY CLERK	(567,500)	(53,670)	(570,270)	2,770	100%	(514,432)
15 - FINANCE	(1,128,925)	(72,708)	(1,137,995)	9,070	101%	(1,063,152)
17 - PLANNING AND DEVELOPMENT	(886,900)	(95,154)	(820,768)	(66,132)	93%	(587,878)
18 - FACILITIES	(603,650)	(72,280)	(598,174)	(5,476)	99%	(670,732)
31 - POLICE DEPARTMENT	(12,204,900)	(2,216,154)	(12,158,904)	(45,996)	100%	(11,005,615)
32 - FIRE	(3,991,500)	(603,607)	(4,251,334)	259,834	107%	(3,662,339)
33 - INSPECTION-BLDG-PLMBG-HTG	(1,876,400)	(109,607)	(2,059,299)	182,899	110%	(1,774,234)
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TOTAL EXPENDITURES	**(37,682,310)**	**(5,295,044)**	**(37,425,177)**	**(257,133)**	**99%**	**(34,444,322)**

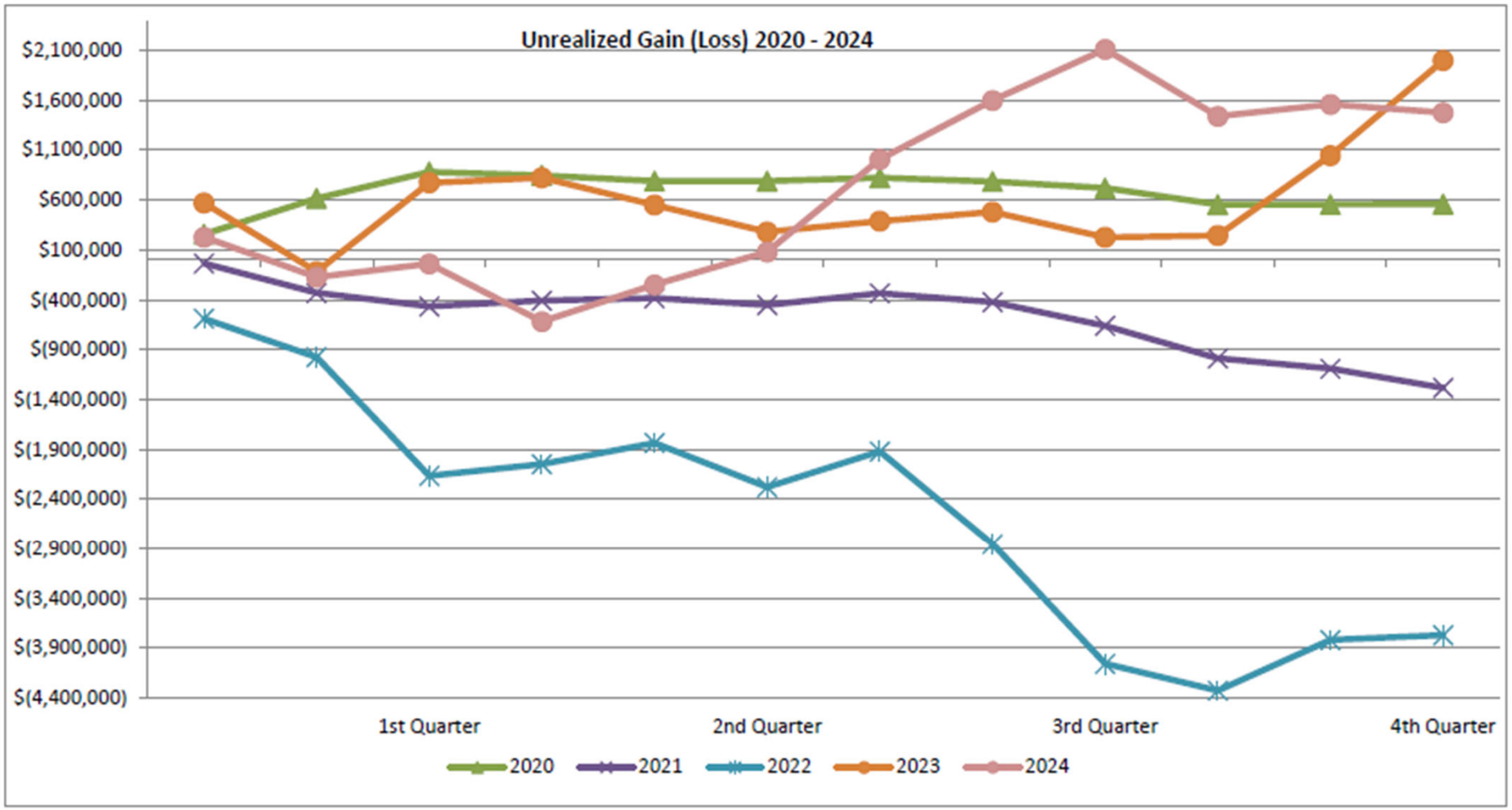
General Fund Balance (**Prelim Results)

- Anticipated funding available:

Description	Amount
Preliminary Results (from previous slide)	$3.50 million
Committed Fund Balance for Building Permit Revenue (increased balance)	+$0.43 million
GF Fund Balance Reserve (50% Adj.) (increased balance)	-($1.31 million)
Projected Available Budget Surplus/(Deficit)	$2.62 Million**

**Unaudited amounts


Interest Earnings by Year 2020-2024
$2,700,000
$2,400,000
$2,100,000
$1,800,000
$1,500,000
$1,200,000
$900,000
$600,000
$300,000
$-
1st Quarter
2nd Quarter
3rd Quarter
4th Quarter
2020
2021
2022
2023
2024


Unrealized Gain (Loss) 2020 - 2024
$2,100,000
$1,600,000
$1,100,000
$600,000
$100,000
$(400,000)
$(900,000)
$(1,400,000)
$(1,900,000)
$(2,400,000)
$(2,900,000)
$(3,400,000)
$(3,900,000)
$(4,400,000)
1st Quarter
2nd Quarter
3rd Quarter
4th Quarter
2020
2021
2022
2023
2024

Agenda Item: Parks and Recreation 2024 Annual Report
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:
No action

Motion Type:
Informational only

Background:
Presentation on the Parks and Recreation Annual Report

Recommendation:
No recommendation requested

Budget Impact:
N/A

Attachments:
Parks and Recreation Annual Report - 2024.pdf

Department of Parks & Recreation Annual Report 2024

February 18th, 2025

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Parks & Recreation Purpose Statement

Working together, we provide fun and engaging programs, events, and spaces for the ***betterment of the community!***

“I am eternally grateful for your staff, your activities, your cleanliness in locker rooms and pool area, the variety in the schedule, your water aerobics (I'm a daily attendee), and all things related to the center.”

“we recently took our five-year-old grandson to the indoor aquatic center. We had a great time, and we were very impressed by the lifeguards. The pool was well staffed. The lifeguards were friendly but definitely took their jobs seriously.”

“I want to say thank you for your hard work on getting the grant for the fitness center park. I don't like doing bodyweight exercises at home and the fitness center park gives me the motivation through it's calisthenic equipment.”

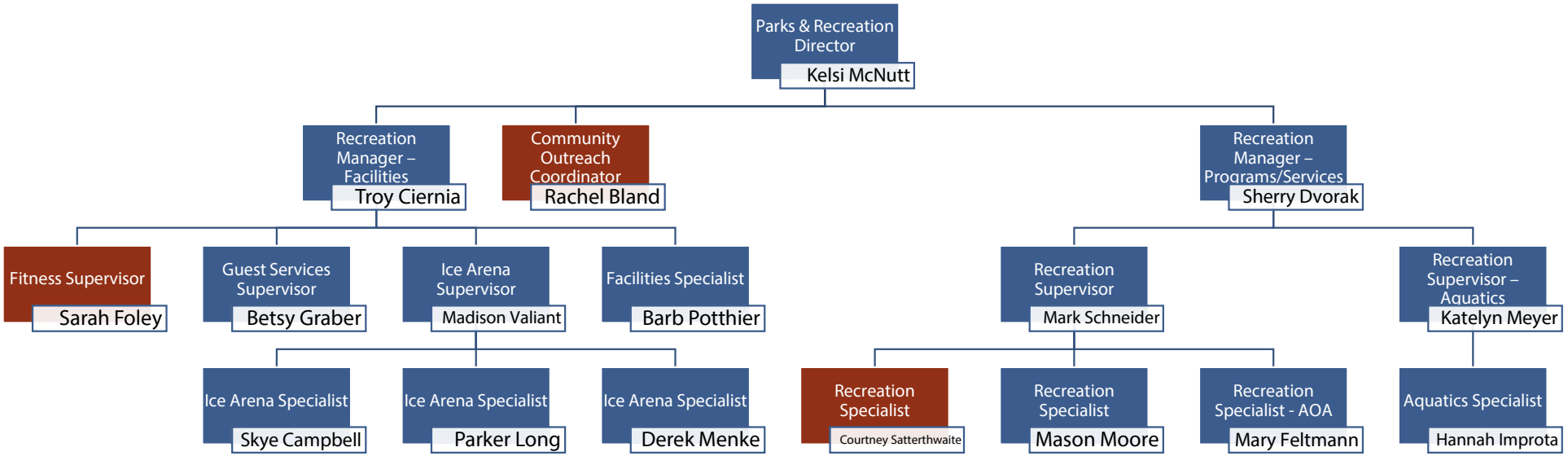
“I live in Shakopee and would happily pay more in taxes if I knew it was going to P&R, we have young kids and are always going to the parks and participating in your programs, keep up the excellent work!”

“Thank you once again for the Community Center’s hospitality, and your presence certainly adds to the atmosphere. You have such a positive attitude and always have a smile on your face!”

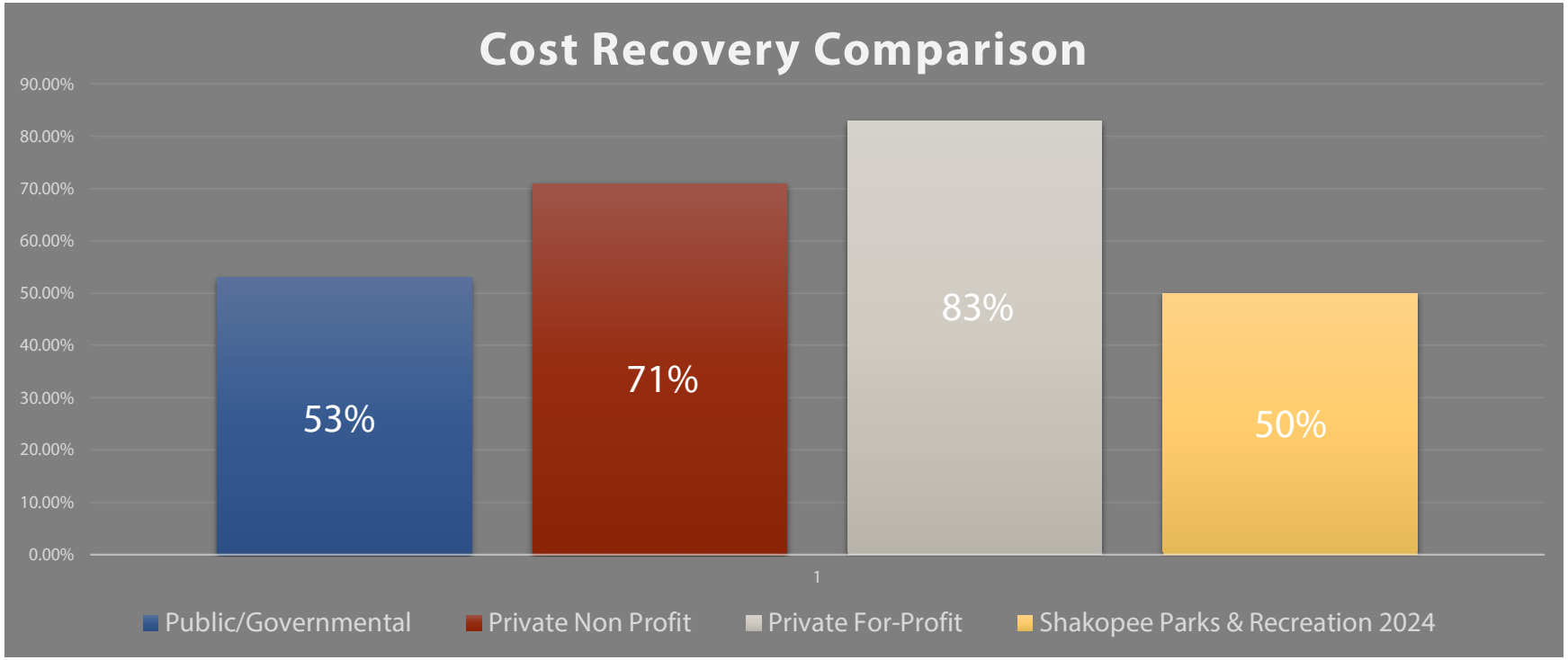
“My daughter loved camp last night and told me all about her giraffe mask and playtime”

“I liked the old (disc golf) course. But the new one is EVEN BETTER. Kudos to the designer. Nice tee pads, good signage and new baskets. Best use of the entire park.”

Staffing

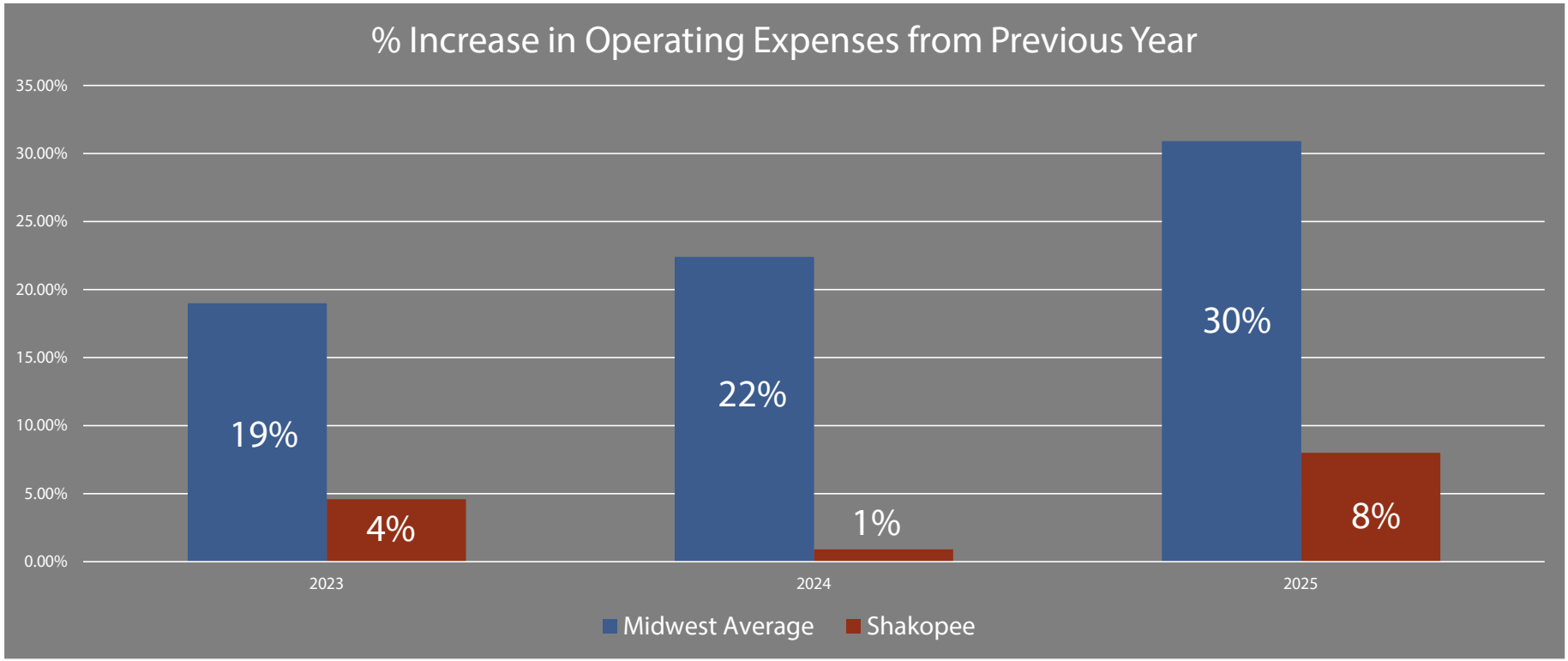

Parks & Recreation Director
Kelsi McNutt
Recreation Manager – Facilities
Troy Ciernia
Community Outreach Coordinator
Rachel Bland
Recreation Manager – Programs/Services
Sherry Dvorak
Fitness Supervisor
Sarah Foley
Guest Services Supervisor
Betsy Graber
Ice Arena Supervisor
Madison Valiant
Facilities Specialist
Barb Potthier
Recreation Supervisor
Mark Schneider
Recreation Supervisor – Aquatics
Katelyn Meyer
Ice Arena Specialist
Skye Campbell
Ice Arena Specialist
Parker Long
Ice Arena Specialist
Derek Menke
Recreation Specialist
Courtney Satterthwaite
Recreation Specialist
Mason Moore
Recreation Specialist - AOA
Mary Feltmann
Aquatics Specialist
Hannah Improta

How Do We Compare?



*Data from Recreation Management 2024 State of the Industry Report

How Do We Compare?



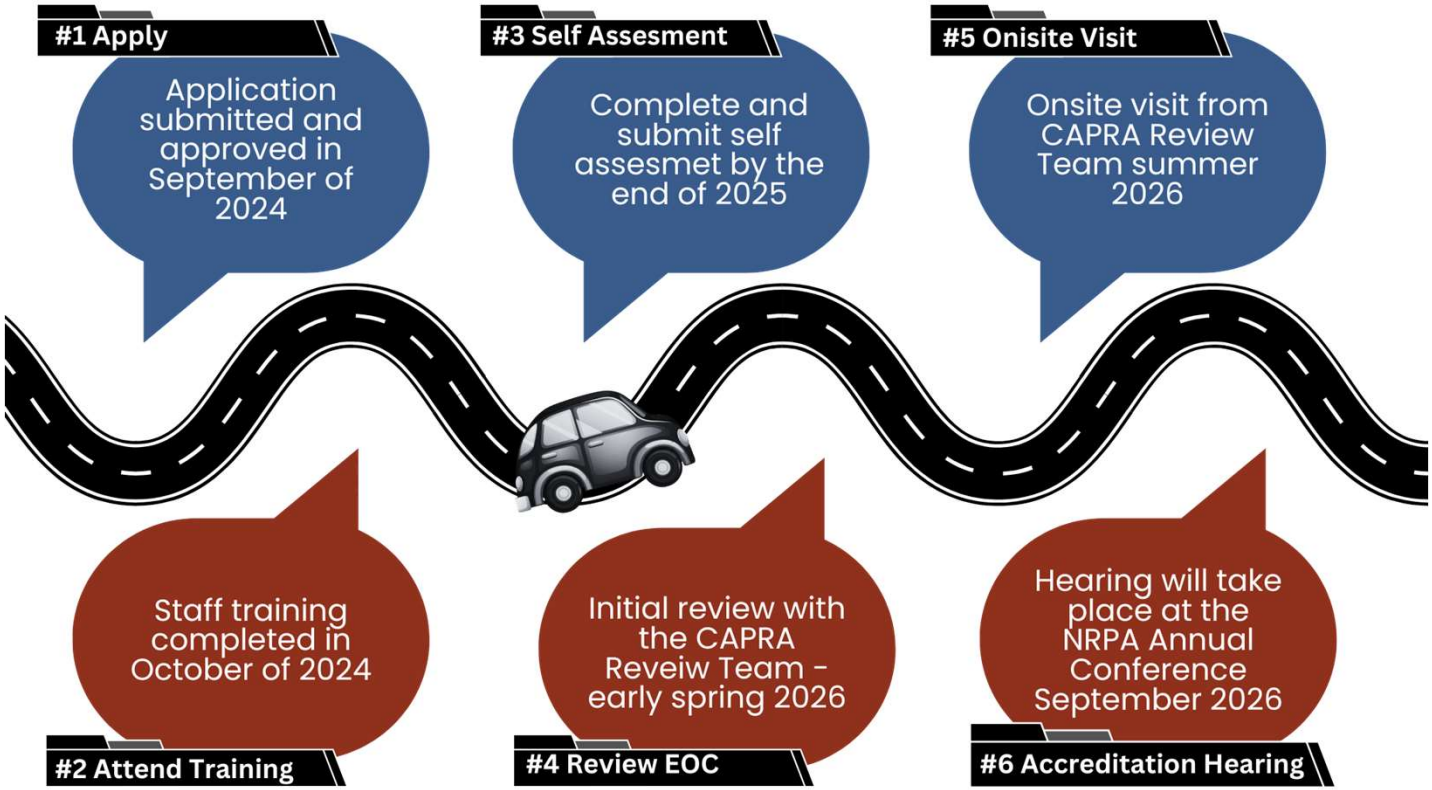
*Data from Recreation Management 2024 State of the Industry Report

CAPRA Accreditation

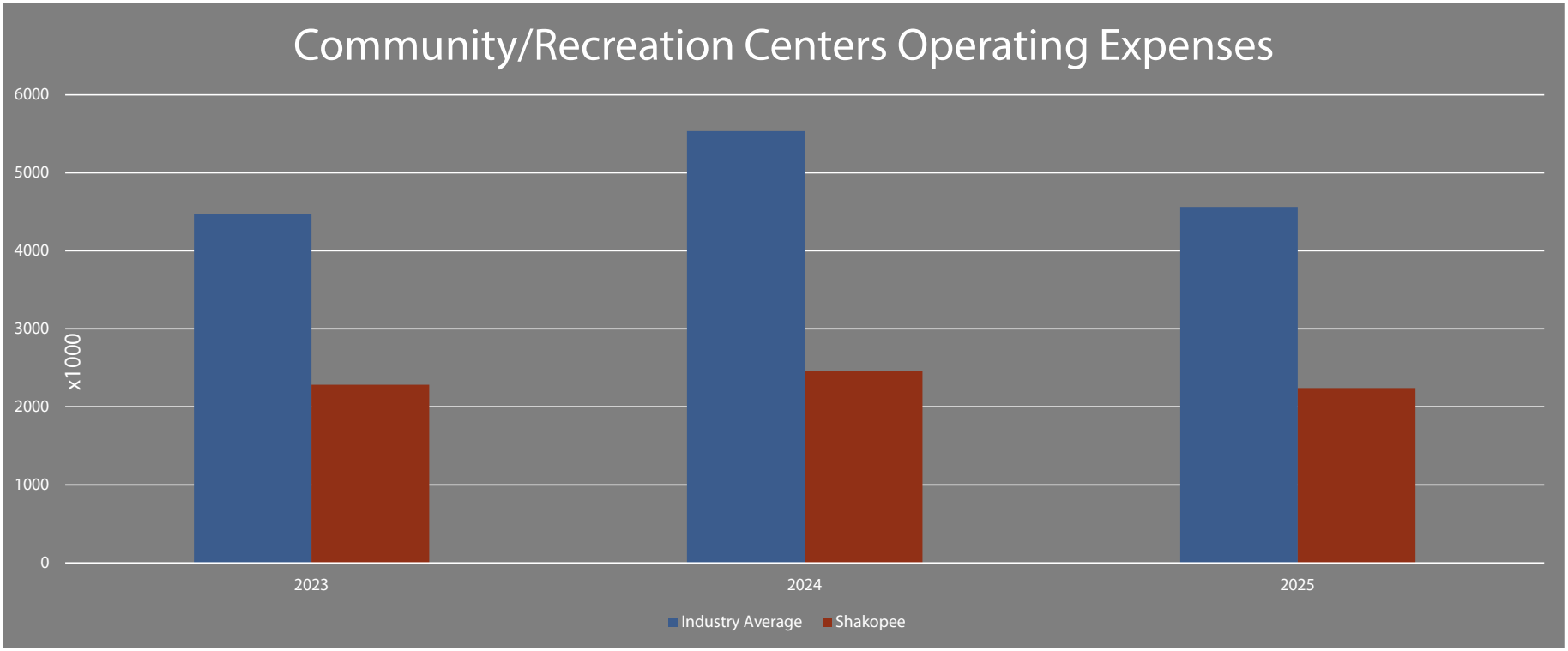


- Ensures we are operating and continue to operate under best practices of the industry.
- Aids in succession planning and onboarding new employees.
- Keeps us up to date on the latest trends affecting the industry.
- Only four other agencies in Minnesota are CAPRA Accredited, we will the fifth.

CAPRA Accreditation

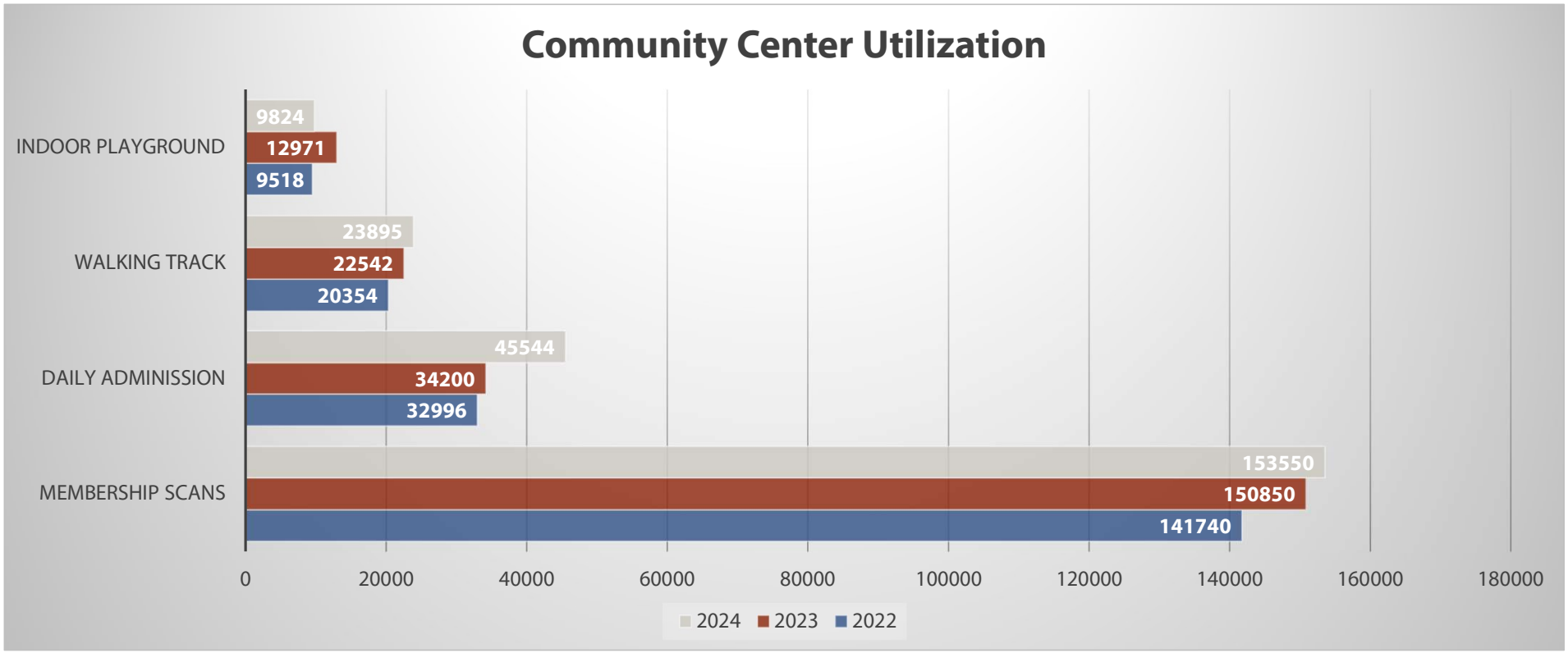


Community Center

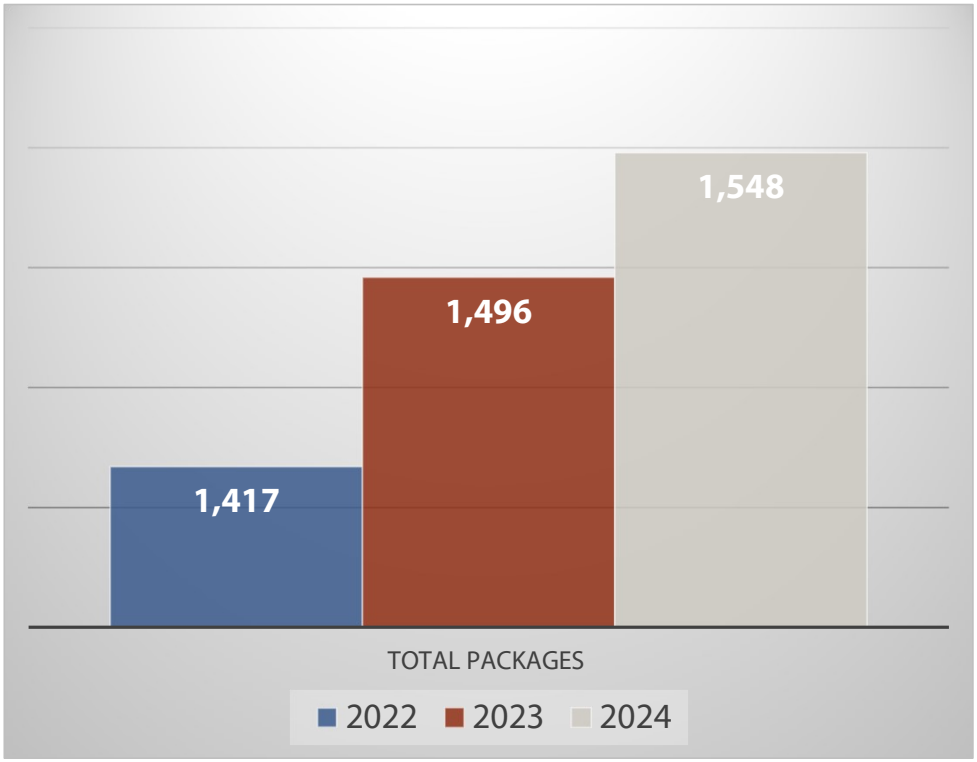


*Data from Recreation Management 2024 State of the Industry Report

Community Center Utilization



Community Center Membership Packages

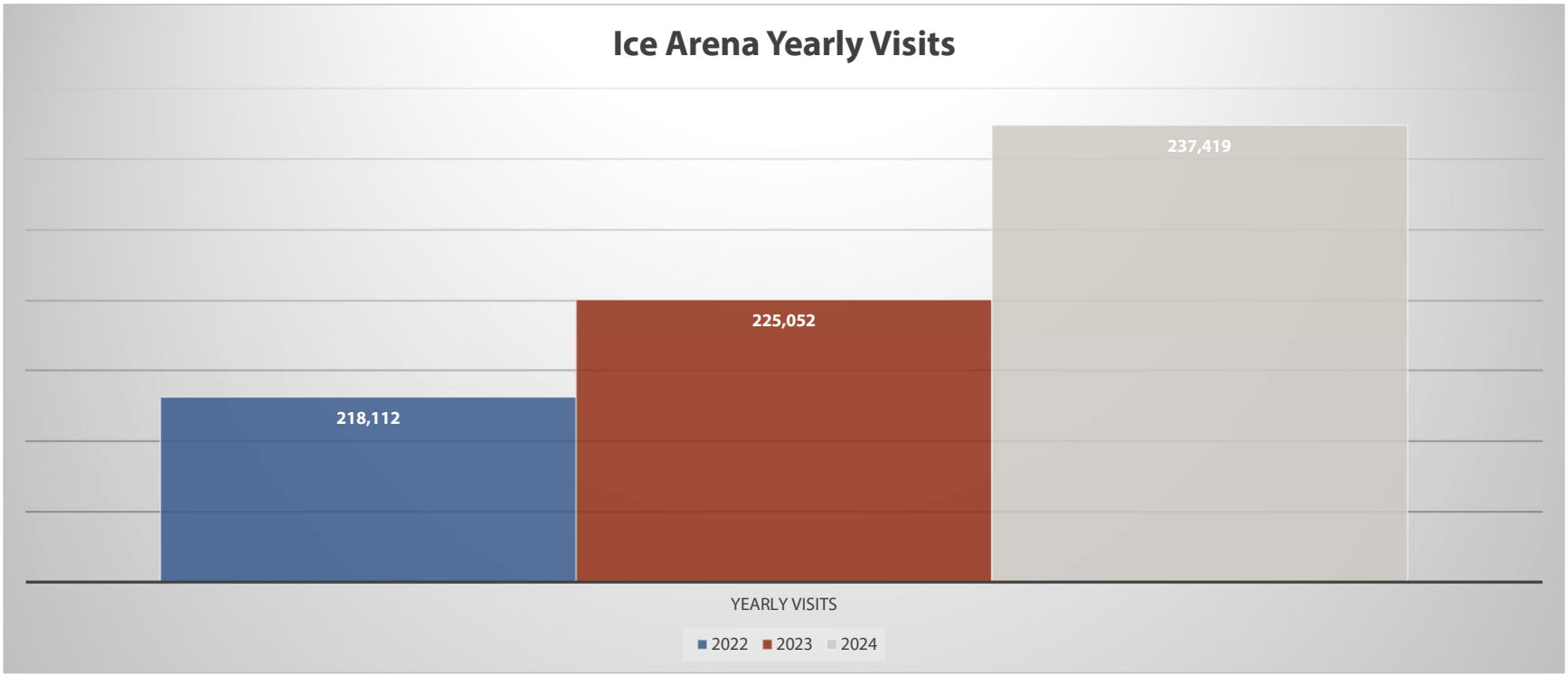


Membership Includes

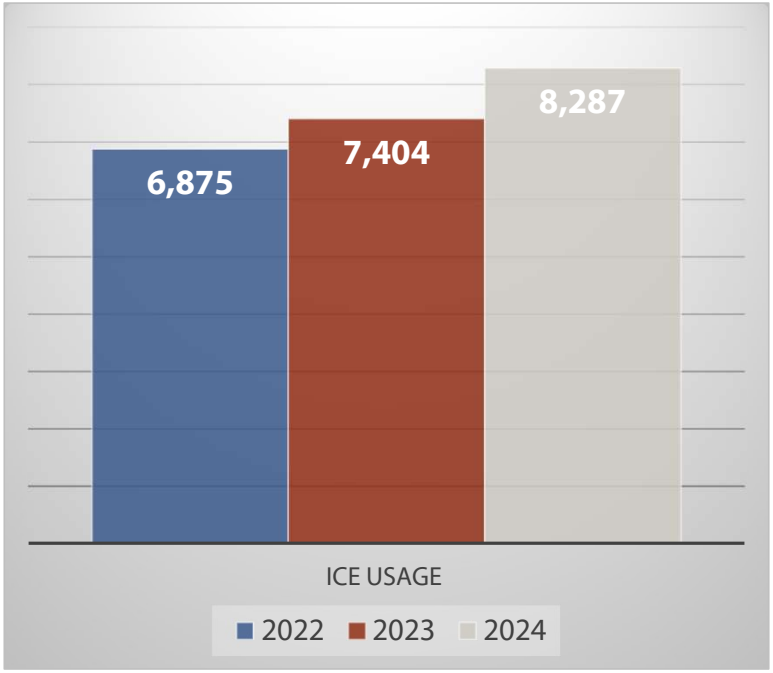
- Fitness classes
- Fitness center
- Gymnasium
- Aquatic Center
- Drop in programming
- Indoor playground (family memberships only)
- Fitness orientations

We also offer 4 different type of insurance-based membership packages.

Ice Arena Yearly Visits



Ice Arena Utilization





Ice Arena Partners









What do we do?

SPECIAL EVENTS

- *Pop-Up Putt & Play - January*
- *Egg Hunt and Candy Grab - March/April*
- *Summer Carnival - August*
- *Stuff n' Fluff Parties - year round*
- *Spooky Family Fun - October*
- *Pool parties - indoor and outdoor*



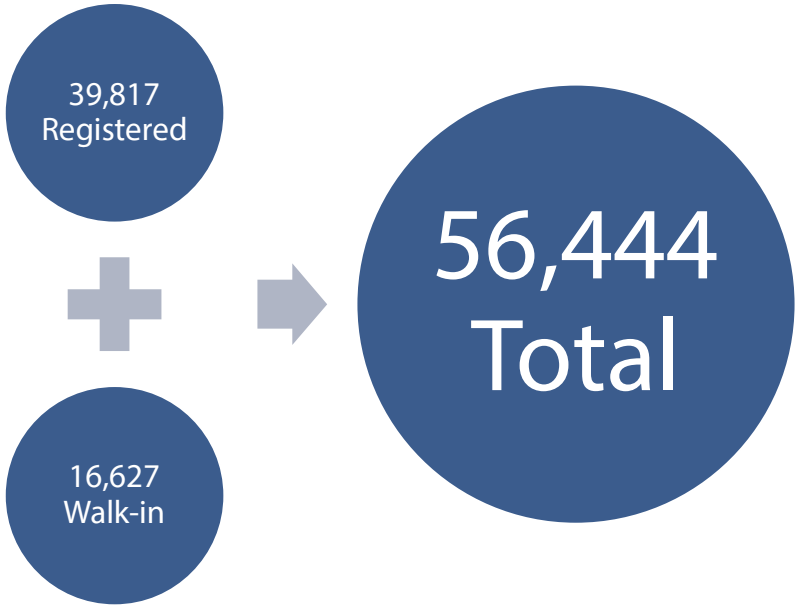
PROGRAMS

- *Passive and active programming offered year-round*
- *Preschool Sports Samplers, Mini-Camps*
- *Youth Sports Camps, Day Camps*
- *AOA Programming*
- *Adult Sport (team & individual)*



Recreation Program Enrollment by Category

Program Category	2023	2024
Active Older Adults	1060	1393
Adult Sports	960	1153
Preschool & Youth	1911	2053
Aquatics	1081	1477
Fitness*	25136	26785
Special Events	5814	6956



Preschool, Youth, AOA

Camp Little'O's

A four week program filled with games, arts, crafts & music.



Summer Day Camps

Expanded our summer day camp offerings from six to eight.



St. Patty's Day Celebration

Holiday celebrations throughout the year.



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Aquatic Programming

Swim Lessons

Classes offered year-round; Group & Private options available for all ages.



Safety Day & Women's Water Safety



American Red Cross

Authorized training provider



Special Events

Happy Birthday America Parade

Annual kiddie parade that celebrates our independence.



Pop-Up Putt & Play

An 18 hole put golf course set up in Community Center gym.



Spooky Family Fun Event

A fall family friendly event celebrating all things Halloween.



Getting Feedback - Programming

- Meet Expectations?
- Appropriate Fee?
- Length of program adequate?
- Were the staff knowledgeable?
- Staff: Participant ratio adequate?
- Did your child/you enjoy the activities?
- Additional comments

"Great program and staff. Wish camps would run through week of Aug 19."

"The only thing that we felt would have been nice would have been if a portion of each night were devoted to practicing/learning skills directly rather than passively through games. In addition, an hour of gameplay often felt like too long for some of the younger kids to remain focused and engaged.

"My step daughter had such an amazing time & kept saying she wished it was all day everyday! She loved it which made her dad & I very happy she had something fun to do in the mornings while I worked! ."

Parks

Active Usage

- Disc Golf
- Pickleball
- Fitness Court
- Athletic Fields

Passive Usage

- Picnic Shelters
- Trails
- Storybook Strolls









Getting Feedback: Lions Park Disc Golf





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Information provided by UDisc

Getting Feedback: Park Shelters

Question	Strongly Agree	Agree	Disagree	Strongly Disagree	Not applicable
The office staff was helpful and courteous.	49%	45%	0%	0%	6%
The rental process was easy and handled efficiently	41%	59%	0%	0%	0%
The brochure/website information was clear and concise.	41%	59%	0%	0%	0%
The terms of the rental agreement were clear and understandable.	47%	53%	0%	0%	0%
The facility and/or field was/were clean.	30%	59%	5%	6%	0%
The facility rental fee was reasonable.	24%	64%	12%	0%	0%

'the location in the park was convenient for small children and the rental process was easy. The fee seems a little high when the shelter is not needed for the whole day. It would be great if there were some half-day or evening only rates.'

'Only other feedback would be that it would be nice if there weren't any other picnic tables so close to the grill and shelter area. There was another gathering right next to the grill. It is understandable since it's a public park, but I am assuming if the tables weren't so close to the grill the other party wouldn't have been so close.'

'It's helpful to have a party in an accessible location for family members with needs.'

Partners, Sponsors & Donors











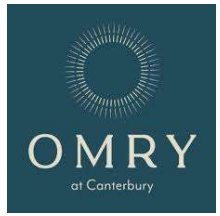
































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Looking Ahead – 2025 Goals & Objectives

- **Complete CAPRA Self Assessment** – Successfully complete the self assessment and prepare for the review, onsite evaluation and accreditation hearing in 2026.
- **Expand Community Access** – Revamp our scholarship program to ensure more residents can participate in recreational opportunities. Working a community survey to understand what we are doing well and where there is room for additional opportunities.
- **Enhance Wellness Opportunities**– upgrade the cardio equipment with new machines. Our Fitness in the Park will add locations such as the new Fitness Court at Scenic Heights Park.
- … and drumroll please….

SANDVENTURE
Aquatic Park

Grand Opening

June 6th, 2025

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Questions?

Agenda Item: City Bill List
Prepared by: Becky Smith, Accounting Specialist
Reviewed by:

Action to be considered:
Review of City Bill List

Motion Type:
Informational only

Background:
The City Bill has been provided to the City Council.

Recommendation:
Review of City Bill List

Budget Impact:
N/A

Attachments: