

# NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



## CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway  
Osage Beach, MO 65065  
573.302.2000  
[www.osagebeach.org](http://www.osagebeach.org)

### TENTATIVE AGENDA

### REGULAR MEETING

October 1, 2020 - 6:00 PM  
CITY HALL

**\*\* Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at [www.osagebeach.org](http://www.osagebeach.org).

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**MAYOR'S COMMUNICATIONS**

## CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at [tberreth@osagebeach.org](mailto:tberreth@osagebeach.org) no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

## APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- ▶ Minutes of Board of Aldermen meeting September 17, 2020
- ▶ Bills List - October 1, 2020

## UNFINISHED BUSINESS

- A. Bill 20-58 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Investment Services. *Second Reading*
- B. Bill 20-60 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Banking and Depository Services. *Second Reading*
- C. Bill 20-51 - Rezoning Case 406, Arapaho, LLC., is requesting a rezoning of property currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) to C-1 (General Commercial) with and E-3 Overlay for the development of an amphitheater next to the Backwater Jacks lakefront entertainment facility. *Second Reading*
- D. Bill 20-59 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-013 Lift Station Rehabilitation and Force Main Improvements with RC Contracting, LLC, in an amount not to exceed \$119,000.00. *Second Reading*

## NEW BUSINESS

- A. Public Hearing - Special Use Permit Case 408: Carol Ann Branson, request to build a residential addition on a property zoned C-1 (General Commercial).
- B. Motion to approve- Special Use Permit Case 408: Carol Ann Branson, request to build a residential addition on a property zoned C-1 (General Commercial).
- C. Public Hearing - Special Use Permit Case 409: Robert Gresham, request to build a residential addition on a property zoned C-1 (General Commercial).

- D. Motion to approve- Special Use Permit Case 409: Robert Gresham, request to build a residential addition on a property zoned C-1 (General Commercial).
- E. Bill 20-61 An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Cochran Head Vick & Co., P.C. for Auditing Services and Comprehensive Annual Financial Reports (CAFR), for the year 2020 together with authority for three more contract extensions through the year 2023. *First Reading*
- F. Bill 20-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Veteran's Day Parade 2020 Event Support Request in the amount of \$1,000. *First Reading*
- G. Bill 20-63 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 19.90 Adopting the 2020 Annual Budget, Transfer of Funds for Necessary Expenses, for multiple funds. *First and Second Reading*
- H. Bill 20-64 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three year contract with Cintas for mat/uniform rental and uniform purchases through an Ominia Partners cooperative bidding agreement for a yearly not to exceed amount of \$28,000.00. *First Reading*
- I. Motion to approve the purchase of a 200 Horse Power pump for the Sands Lift station from Municipal Equipment in an amount not to exceed \$79,674.37 plus shipping.

## **COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN**

## **STAFF COMMUNICATIONS**

## **ADJOURN**

## **EXECUTIVE SESSION**

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

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Remote viewing link: <https://zoom.us/j/95780465849>

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk  
1000 City Parkway  
Osage Beach, MO 65065  
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN  
OF THE CITY OF OSAGE BEACH, MISSOURI  
September 17, 2020

The Board of Aldermen of the City of Osage Beach, Missouri, video conference to conduct a Regular Meeting on Thursday, September 17, 2020 at 6:00 p.m. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Tyler Becker, Alderman Kevin Rucker, and Alderman Bob O'Steen. Alderman Richard Ross remote. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

None

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Becker. Motion passes with voice vote.

UNFINISHED BUSINESS

Bill 20-56 Rezoning Case 407, Kaiser Investment Partnership and Randall Kent is requesting a rezoning of property currently zoned C-1 (General Commercial) to I-1 (Light Industry). *Second Reading*

Alderman Becker made a motion to approve the second reading of Bill 20-56. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 20-56 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Becker, Alderman Ross, Alderman O'Steen and Alderman Rucker "Nays" – 0. Bill 20-56 was passed and approved as Ordinance 20-56.

NEW BUSINESS

Public Hearing - Rezoning Case 406: Arapaho, LLC., C-1 and C-1b to C-1 with an E-3 Overlay.

Andy Prewitt - gave a brief presentation

Spoke in favor – Dusty Jewell – Manager Backwater Jacks

Spoke against – Mike Blaine - Resident

Bill 20-51 - Rezoning Case 406, Arapaho, LLC., is requesting a rezoning of property currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) to C-1 (General Commercial) with and E-3 Overlay for the development of an amphitheater next to the Backwater Jacks lakefront entertainment facility. *First Reading*



Alderman Marose made a motion to approve the first reading of floor substitute Bill 20-51. This motion was seconded by Alderman Becker. Motion passes with unanimous voice vote.

Bill 20-58 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Investment Services. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 20-58. This motion was seconded by Alderman Marose. Motion passes with unanimous voice vote.

Bill 20-59 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-013 Lift Station Rehabilitation and Force Main Improvements with RC Contracting, LLC, in an amount not to exceed \$119,000.00. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 20-59. This motion was seconded by Alderman O'Steen. Motion passes with unanimous voice vote.

Bill 20-60 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Banking and Depository Services. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 20-60. This motion was seconded by Alderman O'Steen. Motion passes with unanimous voice vote.

Motion to approve submission of the MoDNR SCEAP Grant for a Tan-Tar-A Sewer System Assessment and Improvement Plan.

Alderman Ross made a motion to approve submission of the MoDNR SCEAP Grant for a Tan-Tar-A Sewer System Assessment and Improvement Plan. This motion was seconded by Alderman Becker. Motion passes with unanimous voice vote.

#### COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Ross – Thanked City Clerk on getting electronic signatures for Liquor License Renewals

Alderman Marose – Citizens Advisory Committee – 7 members in attendance, they seemed very engaged. Going to have 2 meetings a month.

Alderman O'Steen – read a statement – Think more about new ideas and thoughts.

Alderman Becker – Watch out for all the motorcycles in town this weekend.

Alderman Rucker – Attended MML via zoom. Learned a lot and will be bringing ideas to staff in the future. Congratulations to Jeana Woods/City Administrator and Tara Berreth/ City Clerk on becoming a Certified Municipal Official.

#### STAFF COMMUNICATIONS

City Attorney Rucker – During the recent trail both Officers were very professional and it's a privilege to work with them.

Police Chief Davis – New Officer – Kyle Vernon

City Treasurer – Discussion on TIF bonds with Joy Howard, to refinance the current TIF.

Dave VanLeer – Cochran – Final pavement of Mace road is nearing completion. Then starting the concrete and landscaping.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:55pm.

I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on September 17, 2020 and approved October 1, 2020.

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Tara Berreth/City Clerk

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John Olivarri/Mayor

**CITY OF OSAGE BEACH  
BILLS LIST  
October 1, 2020**

|                                            |           |                            |
|--------------------------------------------|-----------|----------------------------|
| <b>Bills Paid Prior to Board Meeting</b>   | <b>\$</b> | <b>431,600.08</b>          |
| <b>Payroll Paid Prior to Board Meeting</b> | <b>\$</b> | <b>103,741.26</b>          |
| <b>SRF Transfer Prior to Board Meeting</b> | <b>\$</b> | <b>251,371.38</b>          |
| <b>TIF Transfer Dierbergs</b>              | <b>\$</b> | <b>139,622.99</b>          |
| <b>TIF Transfer Prewitt's Pt</b>           | <b>\$</b> | <b>248,401.58</b>          |
| <b>Bills Pending Board Approval</b>        | <b>\$</b> | <b>239,525.77</b>          |
| <b>Total Expenses</b>                      | <b>\$</b> | <b><u>1,414,263.06</u></b> |

| DEPARTMENT       | FUND         | VENDOR NAME                        | DESCRIPTION                | AMOUNT    |
|------------------|--------------|------------------------------------|----------------------------|-----------|
| NON-DEPARTMENTAL | General Fund | MO DEPT OF REVENUE                 | AUG CVC COLLECTIONS        | 796.43    |
|                  |              | FAMILY SUPPORT PAYMENT CENTER      | Case #31550944             | 138.46    |
|                  |              | MO DEPT OF REVENUE                 | State Withholding          | 3,377.00  |
|                  |              | MO TREASURER BUDGET DIRECTOR       | AUG PEACE OFFICER TRAINING | 111.00    |
|                  |              | INTERNAL REVENUE SERVICE           | Fed WH                     | 9,431.28  |
|                  |              |                                    | FICA                       | 6,531.35  |
|                  |              |                                    | Medicare                   | 1,527.47  |
|                  |              | ICMA                               | Loan Repayment             | 250.00    |
|                  |              |                                    | Loan Repayment             | 160.13    |
|                  |              |                                    | Loan Repayment             | 200.94    |
|                  |              |                                    | Loan Repayment             | 233.04    |
|                  |              |                                    | Loan Repayment             | 213.53    |
|                  |              |                                    | Loan Repayment             | 80.59     |
|                  |              |                                    | Loan Repayment             | 175.08    |
|                  |              |                                    | Loan Repayment             | 216.93    |
|                  |              |                                    | Retirement 457 &           | 2,220.01  |
|                  |              |                                    | Retirement 457             | 1,360.00  |
|                  |              |                                    | Loan Repayments            | 204.91    |
|                  |              |                                    | Loan Repayments            | 201.12    |
|                  |              |                                    | Loan Repayments            | 119.37    |
|                  |              |                                    | Loan Repayments            | 489.32    |
|                  |              |                                    | Loan Repayments            | 593.35    |
|                  |              |                                    | Loan Repayments            | 122.77    |
|                  |              |                                    | Loan Repayments            | 259.86    |
|                  |              |                                    | Loan Repayments            | 86.89     |
|                  |              |                                    | Retirement Roth IRA %      | 44.34     |
|                  |              |                                    | Retirement Roth IRA        | 425.00    |
|                  |              | CAMDEN COUNTY ASSOC COURT          | OTHER AGENCY CASH BOND     | 1,000.00  |
|                  |              | CITIZENS AGAINST DOMESTIC VIOLENCE | AUG CADV COLLECTIONS       | 222.13    |
|                  |              | HSA BANK                           | HSA Contribution           | 25.00     |
|                  |              |                                    | HSA Family/Dep. Contributi | 1,580.16  |
|                  |              | SHERIFFS RETIREMENT SYSTEM         | AUG COLLECTIONS            | 324.00    |
|                  |              | ONE TIME VENDOR                    | Bond Refund:576 -01        | 260.00    |
|                  |              |                                    | TOTAL:                     | 32,981.46 |
| Mayor & Board    | General Fund | VISELLI, NANCY                     | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | INTERNAL REVENUE SERVICE           | FICA                       | 188.58    |
|                  |              |                                    | Medicare                   | 44.10     |
|                  |              | ICMA                               | Retirement 401             | 166.00    |
|                  |              | EBLING, SUSAN                      | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | MYLER, MICHELLE                    | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | KIRN, TONY                         | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              |                                    | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | BLAIR, ALAN                        | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | BOWMAN, KAREN                      | BOARD OF ZONING ADJ MEETIN | 25.00     |
|                  |              | O'KEEFE, GLORIA                    | BOARD OF ZONING ADJ MEETIN | 25.00     |
|                  |              | JONES, LARRY                       | BOARD OF ZONING ADJ MEETIN | 25.00     |
|                  |              | MAYER, LOUIS                       | BOARD OF ZONING ADJ MEETIN | 25.00     |
|                  |              | SCHUMAN, KELLIE                    | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              | CATCOTT, FRED                      | BOARD OF ZONING ADJ MEETIN | 25.00     |
|                  |              | DORHAUER, JEFF                     | PLANNING COMMISSION MEETIN | 25.00     |
|                  |              |                                    | TOTAL:                     | 723.68    |
| Collector        | General Fund | INTERNAL REVENUE SERVICE           | FICA                       | 6.25      |
|                  |              |                                    | Medicare                   | 1.46      |
|                  |              |                                    | TOTAL:                     | 7.71      |

| DEPARTMENT           | FUND         | VENDOR NAME              | DESCRIPTION                | AMOUNT   |
|----------------------|--------------|--------------------------|----------------------------|----------|
| City Administrator   | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 526.40   |
|                      |              |                          | Medicare                   | 123.11   |
|                      |              | ICMA                     | Retirement 401%            | 88.90    |
|                      |              |                          | Retirement 401             | 533.43   |
|                      |              | AT&T MOBILITY-CELLS      | CITY ADMIN CELL PHONE      | 88.82    |
|                      |              | HSA BANK                 | HSA Family/Dep. Contributi | 225.00   |
|                      |              |                          | TOTAL:                     | 1,585.66 |
| City Clerk           | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 124.45   |
|                      |              |                          | Medicare                   | 29.10    |
|                      |              | ICMA                     | Retirement 401%            | 21.08    |
|                      |              |                          | Retirement 401             | 126.46   |
|                      |              | HSA BANK                 | HSA Contribution           | 37.50    |
|                      |              |                          | TOTAL:                     | 338.59   |
| City Treasurer       | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 520.23   |
|                      |              |                          | Medicare                   | 121.67   |
|                      |              | ICMA                     | Retirement 401%            | 86.01    |
|                      |              |                          | Retirement 401             | 516.01   |
|                      |              | HSA BANK                 | HSA Contribution           | 37.50    |
|                      |              |                          | HSA Family/Dep. Contributi | 150.00   |
|                      |              |                          | TOTAL:                     | 1,431.42 |
| Municipal Court      | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 126.09   |
|                      |              |                          | Medicare                   | 29.48    |
|                      |              | ICMA                     | Retirement 401%            | 21.62    |
|                      |              |                          | Retirement 401             | 129.70   |
|                      |              | HSA BANK                 | HSA Family/Dep. Contributi | 65.04    |
|                      |              | SMITH, GARY L            | AUG MUNICIPAL JUDGE SERVIC | 1,763.16 |
|                      |              |                          | TOTAL:                     | 2,135.09 |
| City Attorney        | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 347.43   |
|                      |              |                          | Medicare                   | 81.25    |
|                      |              | ICMA                     | Retirement 401%            | 56.85    |
|                      |              |                          | Retirement 401             | 341.12   |
|                      |              | HSA BANK                 | HSA Family/Dep. Contributi | 75.00    |
|                      |              |                          | TOTAL:                     | 901.65   |
| Building Inspection  | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 210.85   |
|                      |              |                          | Medicare                   | 49.31    |
|                      |              | ICMA                     | Retirement 401%            | 35.42    |
|                      |              |                          | Retirement 401             | 212.52   |
|                      |              | AT&T MOBILITY-CELLS      | BLDG DEPT CELL PHONE       | 88.82    |
|                      |              | HSA BANK                 | HSA Family/Dep. Contributi | 112.50   |
|                      |              |                          | TOTAL:                     | 709.42   |
| Building Maintenance | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 50.28    |
|                      |              |                          | Medicare                   | 11.76    |
|                      |              |                          | TOTAL:                     | 62.04    |
| Parks                | General Fund | INTERNAL REVENUE SERVICE | FICA                       | 455.90   |
|                      |              |                          | Medicare                   | 106.63   |
|                      |              | ICMA                     | Retirement 401%            | 35.23    |
|                      |              |                          | Retirement 401             | 379.86   |
|                      |              | AT&T MOBILITY-CELLS      | PARK CELL PHONE            | 44.41    |
|                      |              | MISSOURI EAGLE LLC       | BEER FOR CONCESSIONS       | 416.80   |

| DEPARTMENT             | FUND         | VENDOR NAME                           | DESCRIPTION                | AMOUNT          |
|------------------------|--------------|---------------------------------------|----------------------------|-----------------|
|                        |              |                                       | BEER RETURN                | 200.00-         |
|                        |              | HSA BANK                              | HSA Contribution           | 75.00           |
|                        |              |                                       | HSA Family/Dep. Contributi | <u>150.00</u>   |
|                        |              |                                       | TOTAL:                     | 1,463.83        |
| Human Resources        | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 145.24          |
|                        |              |                                       | Medicare                   | 33.97           |
|                        |              | ICMA                                  | Retirement 401%            | 24.77           |
|                        |              |                                       | Retirement 401             | 148.61          |
|                        |              | HSA BANK                              | HSA Family/Dep. Contributi | <u>75.00</u>    |
|                        |              |                                       | TOTAL:                     | 427.59          |
| Overhead               | General Fund | CHARTER COMMUNICATIONS HOLDING CO LLC | CITY HALL CABLE            | 57.30           |
|                        |              | MITEL CLOUD SERVICES INC              | PH SVC 10/1-10/31/20       | <u>2,325.72</u> |
|                        |              |                                       | TOTAL:                     | 2,383.02        |
| Police                 | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 2,482.52        |
|                        |              |                                       | Medicare                   | 580.58          |
|                        |              | ICMA                                  | Retirement 401%            | 300.00          |
|                        |              |                                       | Retirement 401             | 2,442.54        |
|                        |              | AT&T MOBILITY-CELLS                   | POLICE FN LAPTOPS 8/23/20  | 779.58          |
|                        |              |                                       | POLICE DEPT CELL PHONES    | 396.52          |
|                        |              | HSA BANK                              | HSA Contribution           | 150.00          |
|                        |              |                                       | HSA Family/Dep. Contributi | <u>1,125.00</u> |
|                        |              |                                       | TOTAL:                     | 8,256.74        |
| 911 Center             | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 665.06          |
|                        |              |                                       | Medicare                   | 155.53          |
|                        |              | ICMA                                  | Retirement 401%            | 93.60           |
|                        |              |                                       | Retirement 401             | 561.62          |
|                        |              | CHARTER COMMUNICATIONS HOLDING CO LLC | COMM INTERNET              | 119.98          |
|                        |              |                                       | COMM CABLE                 | 31.80           |
|                        |              | AT&T MOBILITY-CELLS                   | 911 CELL PHONES            | 44.41           |
|                        |              | HSA BANK                              | HSA Contribution           | 37.50           |
|                        |              |                                       | HSA Family/Dep. Contributi | 159.96          |
|                        |              | MITEL CLOUD SERVICES INC              | PD RECORDING SVC 10/1-10/3 | <u>262.38</u>   |
|                        |              |                                       | TOTAL:                     | 2,131.84        |
| Planning               | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 203.70          |
|                        |              |                                       | Medicare                   | 47.64           |
|                        |              | ICMA                                  | Retirement 401%            | 34.08           |
|                        |              |                                       | Retirement 401             | 204.48          |
|                        |              | HSA BANK                              | HSA Family/Dep. Contributi | <u>112.50</u>   |
|                        |              |                                       | TOTAL:                     | 602.40          |
| Engineering            | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 354.10          |
|                        |              |                                       | Medicare                   | 82.82           |
|                        |              | ICMA                                  | Retirement 401%            | 39.25           |
|                        |              |                                       | Retirement 401             | 356.40          |
|                        |              | HSA BANK                              | HSA Family/Dep. Contributi | <u>150.00</u>   |
|                        |              |                                       | TOTAL:                     | 982.57          |
| Information Technology | General Fund | INTERNAL REVENUE SERVICE              | FICA                       | 124.27          |
|                        |              |                                       | Medicare                   | 29.06           |
|                        |              | ICMA                                  | Retirement 401%            | 20.86           |
|                        |              |                                       | Retirement 401             | 125.16          |

| DEPARTMENT       | FUND           | VENDOR NAME                           | DESCRIPTION                | AMOUNT        |
|------------------|----------------|---------------------------------------|----------------------------|---------------|
|                  |                | CHARTER COMMUNICATIONS HOLDING CO LLC | CITY HALL INTERNET         | 289.97        |
|                  |                | AT&T MOBILITY-CELLS                   | IT DEPT CELL PHONES        | 85.65         |
|                  |                | HSA BANK                              | HSA Family/Dep. Contributi | <u>75.00</u>  |
|                  |                |                                       | TOTAL:                     | 749.97        |
| NON-DEPARTMENTAL | Transportation | MO DEPT OF REVENUE                    | State Withholding          | 159.80        |
|                  |                | INTERNAL REVENUE SERVICE              | Fed WH                     | 537.23        |
|                  |                |                                       | FICA                       | 581.58        |
|                  |                |                                       | Medicare                   | 136.03        |
|                  |                | ICMA                                  | Retirement 457 &           | 367.94        |
|                  |                |                                       | Retirement 457             | 50.30         |
|                  |                |                                       | Retirement Roth IRA        | 15.30         |
|                  |                | HSA BANK                              | HSA Contribution           | 35.00         |
|                  |                |                                       | HSA Family/Dep. Contributi | <u>278.31</u> |
|                  |                |                                       | TOTAL:                     | 2,161.49      |
| Transportation   | Transportation | INTERNAL REVENUE SERVICE              | FICA                       | 581.59        |
|                  |                |                                       | Medicare                   | 136.02        |
|                  |                | ICMA                                  | Retirement 401%            | 56.76         |
|                  |                |                                       | Retirement 401             | 571.36        |
|                  |                | STOCKMAN CONSTRUCTION CORP            | MACE RD PH 2A IMPROV OB20- | 197,134.31    |
|                  |                |                                       | MACE RD PH 2A IMPROV OB20- | 110,818.93    |
|                  |                | AT&T MOBILITY-CELLS                   | TRANS DEPT CELL PHONES     | 253.78        |
|                  |                | AMEREN MISSOURI                       | KK DR PALISADES LTG 8/3-9/ | 114.07        |
|                  |                |                                       | MAINT SALT BLDG 8/9-9/8/20 | 10.49         |
|                  |                |                                       | STREET LTG SVC 8/1-9/1/20  | 3,788.57      |
|                  |                |                                       | CUST OWNED LTG 8/1-9/1/20  | 1,381.70      |
|                  |                | HSA BANK                              | HSA Contribution           | 75.00         |
|                  |                |                                       | HSA Family/Dep. Contributi | <u>250.50</u> |
|                  |                |                                       | TOTAL:                     | 315,173.08    |
| NON-DEPARTMENTAL | Water Fund     | MO DEPT OF NATURAL RESOURCES          | WEST PWS PRIMACY FEES      | 4,567.23      |
|                  |                |                                       | EAST PWS PRIMACY FEES      | 5,226.38      |
|                  |                | MO DEPT OF REVENUE                    | WATER SALES TAX            | 3,531.54      |
|                  |                |                                       | State Withholding          | 149.60        |
|                  |                | INTERNAL REVENUE SERVICE              | Fed WH                     | 387.17        |
|                  |                |                                       | FICA                       | 307.52        |
|                  |                |                                       | Medicare                   | 71.91         |
|                  |                | ICMA                                  | Retirement 457 &           | 115.49        |
|                  |                |                                       | Retirement 457             | 14.85         |
|                  |                |                                       | Retirement Roth IRA        | 14.85         |
|                  |                | HSA BANK                              | HSA Family/Dep. Contributi | <u>19.80</u>  |
|                  |                |                                       | TOTAL:                     | 14,406.34     |
| Water            | Water Fund     | AMEREN MISSOURI                       | LCF RD WELL 8/7-9/8/20     | 10.49         |
|                  |                | GOEHRI, GEORGE                        | AUG INSURANCE PREMIUM      | 52.50         |
|                  |                |                                       | SEPT INSURANCE PREMIUM     | 52.50         |
|                  |                | INTERNAL REVENUE SERVICE              | FICA                       | 307.52        |
|                  |                |                                       | Medicare                   | 71.91         |
|                  |                | ICMA                                  | Retirement 401%            | 51.43         |
|                  |                |                                       | Retirement 401             | 308.58        |
|                  |                | AT&T MOBILITY-CELLS                   | WATER DEPT CELL PHONES     | 171.30        |
|                  |                | AMEREN MISSOURI                       | 6186 FIRE ST RD WELL 7/30- | 21.04         |
|                  |                |                                       | BLUFF RD TOWER 8/9-9/8/20  | 4,743.66      |
|                  |                |                                       | COLLEGE WELL 8/6-9/7/20    | 3,141.09      |
|                  |                |                                       | LK RD 54-59 WELL #2 7/29-8 | 351.04        |

| DEPARTMENT       | FUND           | VENDOR NAME                            | DESCRIPTION                | AMOUNT    |
|------------------|----------------|----------------------------------------|----------------------------|-----------|
|                  |                |                                        | SWISS VLG WELL 7/29-8/27/2 | 4,709.11  |
|                  |                | MANKEY, KYLE                           | MILEAGE REIMB 09/2-09/9/20 | 24.15     |
|                  |                | HSA BANK                               | HSA Contribution           | 37.50     |
|                  |                |                                        | HSA Family/Dep. Contributi | 99.75     |
|                  |                |                                        | TOTAL:                     | 14,153.57 |
| NON-DEPARTMENTAL | Sewer Fund     | FAMILY SUPPORT PAYMENT CENTER          | Case #11345331             | 319.38    |
|                  |                | MO DEPT OF REVENUE                     | State Withholding          | 118.60    |
|                  |                | INTERNAL REVENUE SERVICE               | Fed WH                     | 416.79    |
|                  |                |                                        | FICA                       | 296.18    |
|                  |                |                                        | Medicare                   | 69.27     |
|                  |                | ICMA                                   | Retirement 457 &           | 17.41     |
|                  |                |                                        | Retirement 457             | 64.85     |
|                  |                |                                        | Retirement Roth IRA        | 34.85     |
|                  |                | MO DEPT NATURAL RESOURCES/ENVIR QUALIT | SEWER CONNECTION FEES      | 4,376.74  |
|                  |                | HSA BANK                               | HSA Family/Dep. Contributi | 19.80     |
|                  |                |                                        | TOTAL:                     | 5,733.87  |
| Sewer            | Sewer Fund     | INTERNAL REVENUE SERVICE               | FICA                       | 296.17    |
|                  |                |                                        | Medicare                   | 69.28     |
|                  |                | ICMA                                   | Retirement 401%            | 34.25     |
|                  |                |                                        | Retirement 401             | 300.13    |
|                  |                | AT&T MOBILITY-CELLS                    | SEWER DEPT CELL PHONES     | 212.54    |
|                  |                | AMEREN MISSOURI                        | CLEARWOOD LN S/L 8/4-9/2/2 | 12.51     |
|                  |                |                                        | 3949 CAMPGROUND LN G/S 8/9 | 23.81     |
|                  |                |                                        | 701 PA HE TSI 8/9-9/8/20   | 12.09     |
|                  |                |                                        | GRINDER PUMPS & LIFT STATI | 5,030.10  |
|                  |                |                                        | 5874 HWY 54 7/29-8/27/20   | 12.51     |
|                  |                |                                        | 1004 ZEBRA RD L/P 8/4-9/2/ | 11.04     |
|                  |                | HSA BANK                               | HSA Contribution           | 37.50     |
|                  |                |                                        | HSA Family/Dep. Contributi | 174.75    |
|                  |                | LIEDEL JR., BRIAN                      | MILEAGE REIMB 8/26-9/2/20  | 106.95    |
|                  |                | WALKER, DUSTIN                         | MILEAGE REIMB 08/28-08/28/ | 21.85     |
|                  |                | OSSOWSKI, SHELBY N                     | MILEAGE REIMB 9/2-9/9/20   | 40.25     |
|                  |                |                                        | TOTAL:                     | 6,395.73  |
| NON-DEPARTMENTAL | Ambulance Fund | MO DEPT OF REVENUE                     | State Withholding          | 384.00    |
|                  |                | INTERNAL REVENUE SERVICE               | Fed WH                     | 979.81    |
|                  |                |                                        | FICA                       | 791.21    |
|                  |                |                                        | Medicare                   | 185.04    |
|                  |                | ICMA                                   | Loan Repayment             | 134.33    |
|                  |                |                                        | Retirement 457 &           | 120.40    |
|                  |                | HSA BANK                               | HSA Family/Dep. Contributi | 35.00     |
|                  |                |                                        | TOTAL:                     | 2,629.79  |
| Ambulance        | Ambulance Fund | INTERNAL REVENUE SERVICE               | FICA                       | 791.21    |
|                  |                |                                        | Medicare                   | 185.04    |
|                  |                | ICMA                                   | Retirement 401%            | 83.56     |
|                  |                |                                        | Retirement 401             | 717.36    |
|                  |                | CHARTER COMMUNICATIONS HOLDING CO LLC  | AMB CABLE                  | 31.81     |
|                  |                | AT&T MOBILITY-CELLS                    | AMB FN LAPTOPS 8/23/20     | 86.46     |
|                  |                |                                        | AMB DEPT CELL PHONES       | 44.41     |
|                  |                | AMBULANCE REIMBURSEMENT SYSTEMS INC    | AUG AMBULANCE REIMBURSEMEN | 1,503.92  |
|                  |                | HSA BANK                               | HSA Contribution           | 75.00     |
|                  |                |                                        | HSA Family/Dep. Contributi | 450.00    |
|                  |                | DOUGLAS G WILSON DO PC                 | AUG MEDICAL DIRECTOR SVCS  | 1,000.00  |



| DEPARTMENT           | FUND               | VENDOR NAME              | DESCRIPTION                | AMOUNT   |
|----------------------|--------------------|--------------------------|----------------------------|----------|
| TOTAL:               |                    |                          |                            | 4,968.77 |
| NON-DEPARTMENTAL     | Lee C. Fine Airpor | MO DEPT OF REVENUE       | LCF SALES TAX              | 4,989.10 |
|                      |                    |                          | State Withholding          | 57.80    |
|                      |                    | INTERNAL REVENUE SERVICE | Fed WH                     | 166.57   |
|                      |                    |                          | FICA                       | 307.94   |
|                      |                    |                          | Medicare                   | 72.02    |
|                      |                    | ICMA                     | Retirement 457 &           | 10.60    |
|                      |                    |                          | Retirement 457             | 89.00    |
|                      |                    |                          | Loan Repayments            | 74.35    |
| TOTAL:               |                    |                          |                            | 5,767.38 |
| Lee C. Fine Airport  | Lee C. Fine Airpor | AMEREN MISSOURI          | LCF RUNWAY LTS 7/29-8/31/2 | 87.75    |
|                      |                    |                          | AP FIREHOUSE 7/29-8/31/20  | 34.80    |
|                      |                    | INTERNAL REVENUE SERVICE | FICA                       | 307.94   |
|                      |                    |                          | Medicare                   | 72.02    |
|                      |                    | ICMA                     | Retirement 401%            | 35.77    |
|                      |                    |                          | Retirement 401             | 283.98   |
|                      |                    | AT&T MOBILITY-CELLS      | LCF CELL PHONES            | 22.21    |
|                      |                    | HSA BANK                 | HSA Contribution           | 37.50    |
|                      |                    |                          | HSA Family/Dep. Contributi | 120.00   |
| TOTAL:               |                    |                          |                            | 1,001.97 |
| NON-DEPARTMENTAL     | Grand Glaize Airpo | MO DEPT OF REVENUE       | GG SALES TAX               | 189.73   |
|                      |                    |                          | State Withholding          | 37.20    |
|                      |                    | INTERNAL REVENUE SERVICE | Fed WH                     | 83.72    |
|                      |                    |                          | FICA                       | 183.22   |
|                      |                    |                          | Medicare                   | 42.84    |
|                      |                    | ICMA                     | Retirement 457 &           | 10.22    |
|                      |                    |                          | Retirement 457             | 30.00    |
| TOTAL:               |                    |                          |                            | 576.93   |
| Grand Glaize Airport | Grand Glaize Airpo | CITY OF OSAGE BEACH      | 5960 MAYER CT 7/22-8/24/20 | 20.73    |
|                      |                    |                          | 957 AIRPORT RD 7/22-8/24/2 | 96.94    |
|                      |                    | INTERNAL REVENUE SERVICE | FICA                       | 183.22   |
|                      |                    |                          | Medicare                   | 42.84    |
|                      |                    | ICMA                     | Retirement 401%            | 19.31    |
|                      |                    |                          | Retirement 401             | 191.24   |
|                      |                    | AT&T MOBILITY-CELLS      | GG CELL PHONES             | 22.20    |
|                      |                    | HSA BANK                 | HSA Family/Dep. Contributi | 180.00   |
| TOTAL:               |                    |                          |                            | 756.48   |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------|------|-------------|-------------|--------|
|------------|------|-------------|-------------|--------|

|                         |                           |  |  |            |
|-------------------------|---------------------------|--|--|------------|
| ===== FUND TOTALS ===== |                           |  |  |            |
| 10                      | General Fund              |  |  | 57,874.68  |
| 20                      | Transportation            |  |  | 317,334.57 |
| 30                      | Water Fund                |  |  | 28,559.91  |
| 35                      | Sewer Fund                |  |  | 12,129.60  |
| 40                      | Ambulance Fund            |  |  | 7,598.56   |
| 45                      | Lee C. Fine Airport Fund  |  |  | 6,769.35   |
| 47                      | Grand Glaize Airport Fund |  |  | 1,333.41   |
| -----                   |                           |  |  |            |
|                         | GRAND TOTAL:              |  |  | 431,600.08 |
| -----                   |                           |  |  |            |

TOTAL PAGES: 7

| DEPARTMENT           | FUND         | VENDOR NAME                            | DESCRIPTION                | AMOUNT          |
|----------------------|--------------|----------------------------------------|----------------------------|-----------------|
| Mayor & Board        | General Fund | ONE TIME VENDOR RED CARPET TROPHY      | RED CARPET TROPHY: G. MASS | <u>38.13</u>    |
|                      |              |                                        | TOTAL:                     | 38.13           |
| City Administrator   | General Fund | STAPLES BUSINESS ADVANTAGE             | WALL CALENDARS             | 22.99           |
|                      |              |                                        | PLANNER, CALENDAR, FOLDERS | 35.27           |
|                      |              | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>880.00</u>   |
|                      |              |                                        | TOTAL:                     | 938.26          |
| City Clerk           | General Fund | GENERAL CODE LLC                       | CODE BOOK CODIFICATIONS    | 746.47          |
|                      |              | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                      |              |                                        | TOTAL:                     | 1,186.47        |
| City Treasurer       | General Fund | ALPHAGRAPHS OF OSAGE BEACH             | BUSINESS CARDS- K POWERS   | 39.53           |
|                      |              | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                      |              |                                        | TOTAL:                     | 479.53          |
| Municipal Court      | General Fund | SMITH, GARY L                          | SEPT MUNICIPAL JUDGE SERVI | <u>1,763.16</u> |
|                      |              |                                        | TOTAL:                     | 1,763.16        |
| City Attorney        | General Fund | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                      |              |                                        | TOTAL:                     | 440.00          |
| Building Inspection  | General Fund | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                      |              |                                        | TOTAL:                     | 440.00          |
| Building Maintenance | General Fund | GB MAINTENANCE SUPPLY                  | PAPER TOWELS               | 34.40           |
|                      |              |                                        | SOAP & PAPER TOWELS        | 34.40           |
|                      |              |                                        | PAPER TOWELS               | 34.40           |
|                      |              | SURECUT LAWN CARE LLC                  | AUG GROUNDS MAINTENANCE    | 2,241.43        |
|                      |              | STAPLES BUSINESS ADVANTAGE             | PAPER TOWELS               | 50.20           |
|                      |              | DREDGING INC DBA SCOTTS CONCRETE       | CONCRETE- SIDEWALK REPAIR  | 430.50          |
|                      |              | CROWN LINEN SERVICE INC                | CH FLOOR MATS              | <u>49.26</u>    |
|                      |              |                                        | TOTAL:                     | 2,874.59        |
| Parks                | General Fund | OZARKS COCA-COLA/DR PEPPER BOTTLING CO | CONCESSION BEVERAGES       | 212.32          |
|                      |              | ADVANCED TURF SOLUTIONS INC            | SUPPLIES- MAINT CONTRACT   | 150.00          |
|                      |              |                                        | SUPPLIES- MAINT CONTRACT   | 204.34          |
|                      |              |                                        | SUPPLIES- MAINT CONTRACT   | 408.30          |
|                      |              |                                        | SUPPLIES- MAINT CONTRACT   | 68.58           |
|                      |              |                                        | SUPPLIES- MAINT CONTRACT   | 825.78          |
|                      |              |                                        | SUPPLIES- MAINT CONTRACT   | 1,541.68        |
|                      |              | RP LUMBER INC                          | NAILS                      | 37.98           |
|                      |              | GB MAINTENANCE SUPPLY                  | ALL PURPOSE CLEANER        | 62.82           |
|                      |              | O'REILLY AUTOMOTIVE STORES INC         | HITCH PIN                  | 5.19            |
|                      |              | DELL MARKETING LP                      | SERVER MAINTENANCE         | 1,738.00        |
|                      |              | TIMMY G LLC dba                        | BLUEPRINTS- TOURNAMENT BRC | 3.25            |
|                      |              |                                        | BRACKETS & BLUEPRINTS      | 3.25            |
|                      |              |                                        | BRACKETS & BLUEPRINTS      | 6.50            |
|                      |              | PRECISION AUTO & TIRE SERVICE LLC      | TIRE REPAIR- PARKS         | 33.72           |
|                      |              | STAPLES BUSINESS ADVANTAGE             | ENVELOPES                  | 9.85            |
|                      |              |                                        | DESK CALENDAR              | 5.04            |
|                      |              | TURFMARK SERVICES LLC                  | TURF REMOVAL & SOD INSTALL | 850.00          |
|                      |              | SELECTURF INC                          | FESCUE TURF GRASS SEED     | 969.60          |
|                      |              |                                        | FESCUE TURF GRASS SEED     | 484.80          |
|                      |              | BHATTI LLC dba AUNTIE ANNE'S           | CONCESSION PRETZELS 8/1-8/ | 216.00          |
|                      |              |                                        | MONTHLY RENTAL CASE- AUG   | 20.00           |

| DEPARTMENT             | FUND           | VENDOR NAME                            | DESCRIPTION                | AMOUNT          |
|------------------------|----------------|----------------------------------------|----------------------------|-----------------|
|                        |                | N KOHL GROCER CO dba KOHL WHOLESALE    | CONCESSION & PARK SUPPLIES | 496.47          |
|                        |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | 440.00          |
|                        |                | BRENT BECKMANN DBA BECKMANN COMPANIES  | BACKBOARD REPLACEMENT      | <u>1,515.00</u> |
|                        |                |                                        | TOTAL:                     | 10,308.47       |
| Human Resources        | General Fund   | LAKE REGIONAL OCCUPATIONAL MEDICINE    | PRE EMPLOYMENT SCREENING   | 140.00          |
|                        |                |                                        | DOT PHYSICAL               | 70.00           |
|                        |                | 1138 INC DBA VALIDITY SCREENING SOLUTI | PRE EMPLOYMENT TESTING     | 179.00          |
|                        |                | CAMDEN COUNTY HEALTH DEPARTMENT        | HEP VACCINATION            | 200.00          |
|                        |                | STAPLES BUSINESS ADVANTAGE             | WALL CALENDARS             | 22.99           |
|                        |                |                                        | PLANNER, CALENDAR, FOLDERS | 12.70           |
|                        |                | AMAZON CAPITAL SERVICES INC            | 911 CENTER- WELLNESS EQUIP | 61.25           |
|                        |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                        |                |                                        | TOTAL:                     | 1,125.94        |
| Overhead               | General Fund   | GB MAINTENANCE SUPPLY                  | CLOROX WIPES- COVID        | 67.56           |
|                        |                | STAPLES BUSINESS ADVANTAGE             | HAND SANITIZER             | <u>76.87</u>    |
|                        |                |                                        | TOTAL:                     | 144.43          |
| Police                 | General Fund   | LEON UNIFORM CO INC                    | UNIFORM- S. WRIGHT         | 329.00          |
|                        |                |                                        | UNIFORM- S. WRIGHT         | 342.50          |
|                        |                | STAPLES BUSINESS ADVANTAGE             | NOTEPADS                   | 23.44           |
|                        |                |                                        | TONER, PAPER, STAMP        | 39.90           |
|                        |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>3,520.00</u> |
|                        |                |                                        | TOTAL:                     | 4,254.84        |
| 911 Center             | General Fund   | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                        |                |                                        | TOTAL:                     | 440.00          |
| Planning               | General Fund   | CAPITAL CITY COURT REPORTING           | BOA HRG- CASE #337         | 250.00          |
|                        |                | ALPHAGRAPHS OF OSAGE BEACH             | BLACK METAL FRAMES         | 112.32          |
|                        |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | <u>440.00</u>   |
|                        |                |                                        | TOTAL:                     | 802.32          |
| Engineering            | General Fund   | CORE & MAIN LP                         | MARKING PAIN- LOCATES      | 48.96           |
|                        |                | LOR ENGINEERING LLC DBA COCHRAN        | LIFT STATION REHAB CONSULT | 5,906.25        |
|                        |                |                                        | ENG GENERAL CONSULT 08/20  | 16,424.09       |
|                        |                |                                        | 20YR PREVENT PAVEMENT MAIN | <u>2,000.00</u> |
|                        |                |                                        | TOTAL:                     | 24,379.30       |
| Information Technology | General Fund   | SYNERCOMM INC                          | JUNIPER SUPPORT SERVICES   | 1,000.35        |
|                        |                | BEISHIR LOCK & SECURITY                | ANNUAL CAMERA MAINTENANCE  | 662.00          |
|                        |                | SHI INTERNATIONAL CORP                 | OFFICE 365 ANN SUPPT 7/20- | 37,418.83       |
|                        |                | FORWARD SLASH TECHNOLOGY LLC           | RENEWAL- VIRTUAL SUPPORT   | 5,343.37        |
|                        |                |                                        | FOAUG MANAGED SVC & AP CON | 6,069.15        |
|                        |                |                                        | MONTHLY SUPP & ACCESS CONF | <u>6,395.00</u> |
|                        |                |                                        | TOTAL:                     | 56,888.70       |
| Emergency Management   | General Fund   | OUTDOOR WARNING CONSULTING LLC         | MAINT ON WHELEN WARNING SY | <u>718.00</u>   |
|                        |                |                                        | TOTAL:                     | 718.00          |
| Transportation         | Transportation | CAPITAL MATERIALS LLC                  | MATERIALS- UNIVERSITY LN   | 248.24          |
|                        |                |                                        | MATERIALS- SLEEPY HOLLOW   | 194.75          |
|                        |                | RP LUMBER INC                          | RETURN BLOCK PALLET        | 30.00-          |
|                        |                |                                        | CONCRETE- HUFFPUFF LN      | 8.98            |
|                        |                | ARAMARK UNIFORM & CAREER APPAREL GROUP | TRANS DEPT UNIFORMS        | 53.73           |

| DEPARTMENT | FUND           | VENDOR NAME                            | DESCRIPTION                | AMOUNT     |
|------------|----------------|----------------------------------------|----------------------------|------------|
|            |                |                                        | TRANS DEPT FLOOR MATS      | 5.43       |
|            |                | O'REILLY AUTOMOTIVE STORES INC         | ABSORBENT- SHOP FLOOR      | 59.94      |
|            |                |                                        | OIL FILTER- TRK 57         | 24.43      |
|            |                |                                        | WD-40 & CLEANER- EQUIPMENT | 28.95      |
|            |                |                                        | OIL FILTERS- TRKS 53 & 69  | 66.85      |
|            |                | PRAIRIEFIRE COFFEE & ROASTERS          | COFFEE                     | 33.93      |
|            |                | TIMMY G LLC dba                        | MAPS FOR CITY              | 108.00     |
|            |                | AB PEST CONTROL INC                    | PW PEST CONTROL            | 20.00      |
|            |                | MAGRUDER LIMESTONE CO INC              | GRAVEL- WINN RD            | 49.32      |
|            |                | ELLIS BATTERY SPECIALISTS LLC          | BATTERY- GOLF CARTS        | 701.70     |
|            |                |                                        | BATTERY- STREET MESSAGE BO | 701.70     |
|            |                | REINHOLD ELECTRIC INC                  | ST LT REPAIR- CASEY'S      | 3,000.00   |
|            |                |                                        | ST LT REPAIR- DIERBERGS    | 5,600.00   |
|            |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | 733.33     |
|            |                |                                        | TOTAL:                     | 11,609.28  |
| Water      | Water Fund     | ARAMARK UNIFORM & CAREER APPAREL GROUP | WATER DEPT UNIFORMS        | 26.69      |
|            |                |                                        | WATER DEPT FLOOR MATS      | 5.42       |
|            |                | PRAIRIEFIRE COFFEE & ROASTERS          | COFFEE                     | 33.93      |
|            |                | AB PEST CONTROL INC                    | PW PEST CONTROL            | 20.00      |
|            |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | 733.34     |
|            |                |                                        | TOTAL:                     | 819.38     |
| Sewer      | Sewer Fund     | RP LUMBER INC                          | CHAIN FOR PUMPS            | 309.98     |
|            |                | ARAMARK UNIFORM & CAREER APPAREL GROUP | RET UNIFORMS- R. BRUEWER   | 11.01-     |
|            |                |                                        | SEWER DEPT UNIFORMS        | 21.22      |
|            |                |                                        | SEWER DEPT FLOOR MATS      | 5.42       |
|            |                | EWT HOLDINGS III CORP                  | ODOR CONTROL AUG P/S KK114 | 850.00     |
|            |                |                                        | ODOR CONTROL L/S 53-1      | 1,100.00   |
|            |                | MUNICIPAL EQUIPMENT CO                 | NEW PUMP- HY-VEE GAS STATI | 13,867.64  |
|            |                |                                        | GRINDER STATION LID- COVE  | 2,575.00   |
|            |                |                                        | GRINDER PUMPS              | 30,902.33  |
|            |                | O'REILLY AUTOMOTIVE STORES INC         | WIPES- TRK 67              | 15.99      |
|            |                | CONSOLIDATED ELECTRICAL DISTR, INC     | CODING TAPE & WASP SPRAY   | 109.14     |
|            |                | PRAIRIEFIRE COFFEE & ROASTERS          | COFFEE                     | 33.94      |
|            |                | LAKE OZARK-OSAGE BEACH JOINT SEWER PLA | AUG MONTHLY FLOWS          | 39,844.73  |
|            |                | BULLOCK SEPTIC PUMPING LLC             | GREASE CLEANOUT- JEFFRIES  | 125.00     |
|            |                |                                        | GREASE CLEANOUT- MCDONALDS | 125.00     |
|            |                |                                        | GREASE CLEANOUT            | 2,405.00   |
|            |                | CAMDEN COUNTY RECORDER OF DEEDS        | EASEMENT- ZEBRA SEWER REP  | 2.00       |
|            |                | CORE & MAIN LP                         | PVC FOR INVENTORY          | 127.00     |
|            |                |                                        | DISPOSABLE GLOVES          | 44.22      |
|            |                | AB PEST CONTROL INC                    | PW PEST CONTROL            | 20.00      |
|            |                | TRAVIS HODGE HAULING LLC               | EMERGENCY REPAIR L/S 59-3  | 1,235.00   |
|            |                |                                        | EMERGENCY REPAIR L/S 59-3  | 8,000.00   |
|            |                |                                        | EMERGNCY REPAIR G/S 1106 Z | 2,890.00   |
|            |                | ELLIS BATTERY SPECIALISTS LLC          | BATTERY- TRK 70            | 98.65      |
|            |                | REEVES-WIEDEMAN COMPANY                | SEWER CAP- 219 ELBOW CAY   | 5.35       |
|            |                | OGO LEAD LLC                           | LEADERSHIP TRAINING        | 733.33     |
|            |                | RICKEY'S SEPTIC LLC                    | PUMP L/S- HY-VEE GAS STATI | 8,400.00   |
|            |                |                                        | TOTAL:                     | 113,834.93 |
| Ambulance  | Ambulance Fund | BOUND TREE MEDICAL LLC                 | MEDICAL SUPPLIES           | 286.55     |
|            |                | ZOLL MEDICAL CORP                      | MEDICAL SUPPLIES           | 927.61     |
|            |                | STAPLES BUSINESS ADVANTAGE             | TONER, PAPER, STAMP        | 82.04      |
|            |                | MCKESSON MEDICAL SURGICAL MN SUPPLY IN | MEDICAL SUPPLIES           | 80.78      |

| DEPARTMENT           | FUND               | VENDOR NAME     | DESCRIPTION         | AMOUNT        |
|----------------------|--------------------|-----------------|---------------------|---------------|
|                      |                    |                 | MEDICAL SUPPLIES    | 53.86         |
|                      |                    |                 | MEDICAL SUPPLIES    | 51.00         |
|                      |                    |                 | MEDICAL SUPPLIES    | 213.88        |
|                      |                    | OGO LEAD LLC    | LEADERSHIP TRAINING | <u>440.00</u> |
|                      |                    |                 | TOTAL:              | 2,135.72      |
| Lee C. Fine Airport  | Lee C. Fine Airpor | GIER OIL CO INC | LCF UNLEADED GAS    | 541.73        |
|                      |                    |                 | LCF DYED DIESEL     | 304.88        |
|                      |                    | NAEGLER OIL CO  | LCF AV GAS          | 2,617.71      |
|                      |                    | OGO LEAD LLC    | LEADERSHIP TRAINING | <u>220.00</u> |
|                      |                    |                 | TOTAL:              | 3,684.32      |
| Grand Glaize Airport | Grand Glaize Airpo | OGO LEAD LLC    | LEADERSHIP TRAINING | <u>220.00</u> |
|                      |                    |                 | TOTAL:              | 220.00        |

## ===== FUND TOTALS =====

|       |                           |            |
|-------|---------------------------|------------|
| 10    | General Fund              | 107,222.14 |
| 20    | Transportation            | 11,609.28  |
| 30    | Water Fund                | 819.38     |
| 35    | Sewer Fund                | 113,834.93 |
| 40    | Ambulance Fund            | 2,135.72   |
| 45    | Lee C. Fine Airport Fund  | 3,684.32   |
| 47    | Grand Glaize Airport Fund | 220.00     |
| ----- |                           |            |
|       | GRAND TOTAL:              | 239,525.77 |
| ----- |                           |            |

TOTAL PAGES: 4

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Karri Bell, City Treasurer  
**Presenter:** Karri Bell, City Treasurer  
**Date Submitted:** September 21, 2020

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**Agenda Item:**

Bill 20-58 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Investment Services. *Second Reading*

**Requested Action:**

Second Reading of Bill #20-58

**Ordinance Referenced for Action:**

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

**Deadline for Action:**

Yes - If approved, the City's current Investment Services provider must be notified in writing ninety (90) days prior to cancellation.

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

On June 4, 2020, the Board of Aldermen directed me to develop a Request for Proposal (RFP) that would separate the City's Banking and Depository services from it's Investment services. Then the City would obtain proposals from the City's banking community. After this process, the Board of Aldermen would review the results for consideration. The results of that process are one responsive proposal from Providence Bank. Providence Bank meets all of the the City's requirements set forth in

the RFP.

**City Attorney Comments:**

Per City Code 110.230, Bill 20-58 is in correct form.

**City Administrator Comments:**

The first reading was read and passed by the Board of Aldermen on September 17, 2020.

I concur with the department's recommendation.



AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PROVIDENCE BANK FOR INVESTMENT SERVICES

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The Mayor is authorized to execute on behalf of the City of Osage Beach, the contract with Providence Bank for Investments Services as attached or in a form substantially the same and under the terms set forth in the form attached hereto as (“Exhibit A”, “Exhibit B”, “Exhibit C”).

Section 2. The City Administrator is hereby authorized to enter into any necessary supplemental agreements to effectuate the purpose of this ordinance in a commercially reasonable manner and establish the parameters and details of the agreements authorized in Section 1 above.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: September 17, 2020 READ SECOND TIME:

I hereby certify that Ordinance No.20.58 was duly passed on \_\_\_\_\_, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No.20.58.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk



# Deposit Placement Agreement

EXHIBIT A

TO ORDINANCE 20.58

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with ("we" or "us"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

## 1. ICS Service and Deposit Accounts

### 1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

### 1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

## 2. Your Relationship With Us

### 2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

### 2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

## 3. Custodial Account, Depositor Identifier, and Interest Rate

### 3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

### 3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

## 4. *Placement Procedures*

### 4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

### 4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

### 4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

### 4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

#### 4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

#### 4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

### 5. Daily Allocation and Depositor Control

#### 5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

### 5.3. Depositor Control Panel

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

### 5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

## 6. FDIC Insurance Considerations

### 6.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

## 6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7. Additional Considerations

### 7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

#### *7.3. Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

#### *7.4. Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

### 8. Other Provisions

#### *8.1. Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

#### *8.2. Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

#### *8.3. Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for



your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 8.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as need.)

Deposit Accounts

1. Account Types

(a) We offer both the ICS demand option and the ICS savings option. With the ICS demand option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”). With the ICS savings option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account (“MMDA”).

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may establish different Interest Rates for your use of the ICS demand option and the ICS savings option.

2. Program Withdrawal Limit

(a) With the ICS demand option, there is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

(b) With the ICS savings option:

(i) There is no per-month limit on the number of permitted Program Deposits.

(ii) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account used with the ICS savings option. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(iii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iv) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(v) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(vi) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

3. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Section 4 of this Appendix A, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3(b) of this Appendix A (a “*Reallocation Instruction*”).

(b) If you give us a Reallocation Instruction, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 3(b) or Section 3(c) of this Appendix A, no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

4. Reallocation Instruction

☐

If you check this box, you are giving us a Reallocation Instruction as defined in Section 3(a) of this Appendix A.

☐

If you check this box, you are not giving us a Reallocation Instruction.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) For the ICS demand option, the Sweep Threshold and the Return Threshold are as follows:

| Sweep Threshold | Return Threshold |
|-----------------|------------------|
| \$              | \$               |

(b) For the ICS savings option, the Sweep Threshold and the Return Threshold are as follows:

| Sweep Threshold | Return Threshold |
|-----------------|------------------|
| \$              | \$               |

(c) The Same-Day Deposit Cutoff Time is as follows:

|                      |                                                         |                                                                                                                                      |
|----------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <input type="text"/> | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> Eastern <input type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific |
| (insert time)        | (check AM or PM)                                        | (check time zone)                                                                                                                    |

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Sweep Threshold. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Sweep Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Sweep Threshold.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount (“SMDIA”) of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

|            |                                                                                                                                        |
|------------|----------------------------------------------------------------------------------------------------------------------------------------|
| User name: | The account number for the Transaction Account                                                                                         |
| Password:  | The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement |

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| 3:00 P.M. to 3:15 P.M. Eastern time<br>Daylight Saving Time applies when nationally in effect |
|-----------------------------------------------------------------------------------------------|

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☐

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

| Name of Institution | City and State | FDIC Certificate Number or Routing Number |
|---------------------|----------------|-------------------------------------------|
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |

Signature of sole or primary Depositor: \_\_\_\_\_



# Custodial Agreement

---

You, the undersigned, enter into this Custodial Agreement (this “*Agreement*”) with

(“we” or “us”).

1. Pursuant to this Agreement, you authorize us (as your “*Relationship Institution*”) to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the “*Deposit Accounts*”) and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the “*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the “*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the “*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

| Name | Title or Legal Capacity |
|------|-------------------------|
|      |                         |
|      |                         |
|      |                         |
|      |                         |

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)



You, the undersigned, enter into this CDARS Deposit Placement Agreement (this "*Agreement*") with ("we" or "us"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into certificates of deposit issued by other depository institutions.

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

## 1. CDARS Service and CDs

### 1.1. *CDARS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using CDARS®, the Certificate of Deposit Account Registry Service®, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a certificate of deposit that a Destination Institution issues for your funds through the CDARS service (a "*CD*"), the amount of our outstanding placements of your funds at the Destination Institution through CDARS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

### 1.2. *CDs at Destination Institutions*

(a) Each CD, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution that issues the CD. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early withdrawal penalty if you withdraw funds from a CD before maturity.

## 2. Your Relationship With Us

### 2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the CDARS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the CDs.

(b) Each CD will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the CD to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the CDs and all your security entitlements and other related interests and assets with respect to the CDs, and we will treat you as entitled to exercise the rights that constitute the CDs. All interests that we hold with respect to the CDs will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the CDARS service and any interest on those funds.

### 2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian with respect to a CD and request that the CD be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a CD has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the CD directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the CD and you will not be able to enforce any rights with respect to the CD against the Destination Institution through us.

## 3. Custodial Account, Depositor Identifier, and Interest Rate

### 3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the CDs (a "*CDARS Custodial Account*").

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your CDARS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the CDARS service or Promontory Network's ICS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

### 3.2. *Interest Rate*

(a) For a placement of your funds at a given time in CDs of a given maturity, the interest rate for the CDs will be a rate to which you and we agree for the CDs (the "*Interest Rate*"). The Destination

Institutions have agreed that interest on CDs will accrue and compound daily at the Interest Rate.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. You may contact us to learn the available interest rate frequencies for a particular CD term. We may give you the option to choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

(c) Payment of the full amount of all accrued interest on a CD at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

#### 4. Placement Procedures

##### 4.1. *CDARS Placement Requests*

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement (a "CDARS Placement Request"). If we accept the CDARS Placement Request, we will submit to Promontory Network a corresponding order for placement of funds through CDARS (a "CDARS Order").

(b) Promontory Network will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "Business Day") as a Business Day for which we may submit a CDARS Order (a "CDARS Order Date").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) You may obtain information about the terms and conditions of CDs available through CDARS on a CDARS Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

(e) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 (the "CDARS Placement Request Time") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 (the "CDARS Funding Time"). You authorize us to place a hold on such funds until after the requested CDARS placement occurs.

(f) Your funds in an account with us described in Section 4.1(e)(ii) or otherwise, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk associated with having deposits with us that exceed the SMDIA.

##### 4.2. *Depositor Control*

(a) You may obtain a list of Destination Institutions from a contact person we have identified in Schedule 3 or to whom we refer you if a person identified in Schedule 3 is not available (a "CDARS Allocation Contact").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

##### 4.3. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through CDARS (the "List of Exclusions"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting a CDARS Allocation Contact. If you add an exclusion in this manner, the new exclusion ordinarily will be effective within one Business Day after the first Business Day on which we have received the request from you.

(c) If, on a Business Day, there are outstanding deposits of your funds at Destination Institutions that we have placed for you using the ICS service under a TIN or other depositor identifier that is the same as the Depositor Identifier for this Agreement, our placement of your funds at Destination Institutions for that Business Day in CDARS:

(i) will not include placement at a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through ICS, and

(ii) will not cause the balance in the CDs at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at the Destination Institution through ICS, to exceed the SMDIA.

##### 4.4. *Review and Approval of Proposed Placements*

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, Promontory Network will prepare a proposed allocation of your funds to Destination Institutions through CDARS (a "CDARS Proposed Allocation").

(b) You may obtain the CDARS Proposed Allocation from a CDARS Allocation Contact at or after the notification time for it specified in Schedule 3 (the "CDARS Allocation Notification Time") up to the response time for it specified in Schedule 3 (the "CDARS Allocation Response Time").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a

CDARS Allocation Contact of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your List of Exclusions.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

#### 4.5. *Issuance; Confirmation and Statements*

(a) On the date for settlement of CDARS placements for a CDARS Order Date (the "*CDARS Settlement Date*"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY Mellon acting as its issuing agent. The issued CDs will be uncertificated time deposits, evidenced by book entry as set forth in Section 2.1(b) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements for your records.

### 5. Maturity, Resubmission, and Early Withdrawal

#### 5.1. *Maturity and Resubmission*

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.

(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS (a "*CDARS Resubmission Request*") or take advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS (a "*CDARS Resubmission Agreement*").

#### 5.2. *Early Withdrawals*

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at [www.CDARS.com/products](http://www.CDARS.com/products).

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("*IRA*") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 70-1/2. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

### 6. FDIC Insurance Considerations

#### 6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through CDARS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the CDs will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

## 6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a CD at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a CD after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or

maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

## 6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7. Additional Considerations

### 7.1. *Reciprocal and One-Way*

(a) We may participate in the CDARS service through one or both of two different forms of the service. When we place your funds using CDARS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using CDARS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the CDs will be earned at the Interest Rate, whether we use CDARS Reciprocal or CDARS One-Way in placing your funds. Available rates may be different depending on which form of CDARS we use. In CDARS Reciprocal, the fee we pay to Promontory Network may affect available rates. In CDARS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through CDARS.

(c) Schedule 4 includes two boxes relating to which form of the CDARS service we may use for placement of your funds. If you check the first of these two boxes, we may use CDARS Reciprocal, CDARS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only CDARS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through CDARS, in accordance with Schedule 4, satisfies the restrictions.

## 7.2. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the CDs to other available certificates of deposit and other kinds of investments before choosing placement of your funds through CDARS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions that issue the CDs, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

## 7.3. Allocation Considerations and Compensatory Payments

(a) The CDARS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the CDARS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the CDs, and our rights and obligations under this Agreement, to a new custodian that participates in CDARS. Alternatively, you could exercise your right to have the CDs recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

## 7.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a CD as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion,

we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the CD recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

## 8. Other Provisions

### 8.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with CDARS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of CDARS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

### 8.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the CDs by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the CDs, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

### 8.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through CDARS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you on the CDARS Order Date, in a CDARS placement at a Destination Institution

under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 4.3(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 8.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. A reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.



By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this CDARS Deposit Placement Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)

SCHEDULE 1 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Placement Requests and Funding

1. CDARS Placement Request Time

Except as we otherwise inform you, the CDARS Placement Request Time for a CDARS Order Date is as follows:

(insert time)

☐

AM

☐

PM

☐

Eastern

☐

Central

☐

Mountain

☐

Pacific

(check AM or PM)

(check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

☐

on the CDARS  
Order Date

☐

on the Business Day before  
the CDARS Order Date

☐

on (other): \_\_\_\_\_

(check one)

2. CDARS Funding Time

Except as we otherwise inform you, the CDARS Funding Time for a CDARS Order Date is as follows:

☐

the CDARS Placement Request Time

☐

other: \_\_\_\_\_

(check one)

## SCHEDULE 2 TO CDARS DEPOSIT PLACEMENT AGREEMENT

### Deposits With Us That Exceed the SMDIA

Although we will not place your funds through CDARS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, your balances on deposit with us may exceed the SMDIA. For example, when funds of yours in an account with us are awaiting placement through CDARS, they will be subject to a single SMDIA until they are placed through CDARS and become deposits at Destination Institutions after CDARS settlement. If you cannot accept the risk of having deposits with us that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the funds collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Allocation Contacts, Notification, and Response

1. CDARS Allocation Contacts

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

| Name/Title | Telephone Number |
|------------|------------------|
|            |                  |
|            |                  |
|            |                  |

2. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at [www.CDARS.com/products](http://www.CDARS.com/products), the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.

SCHEDULE 4 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☐

If you check this box, we may use CDARS Reciprocal, CDARS One-Way, or both for our placement of your funds through CDARS.

☐

If you check this box, we will use only CDARS Reciprocal for our placement of your funds through CDARS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through CDARS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions should also include the institution's FDIC certificate number or transit routing number if available. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Your List of Exclusions is as follows:

| Name of Institution | City and State | FDIC Certificate Number or Routing Number |
|---------------------|----------------|-------------------------------------------|
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement

---

You, the undersigned, enter into this Custodial Agreement (this “*Agreement*”) with

(“we” or “us”).

1. Pursuant to this Agreement, you authorize us (as your “*Relationship Institution*”) to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the “*Deposit Accounts*”) and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the “*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the “*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the “*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

| Name | Title or Legal Capacity |
|------|-------------------------|
|      |                         |
|      |                         |
|      |                         |
|      |                         |

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)



## **SECURITIES CUSTODIAL AGREEMENT**

THIS SECURITIES CUSTODIAL AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ between the Federal Home Loan Bank of Des Moines ("Custodian"), \_\_\_\_\_ ("Pledgor") and \_\_\_\_\_ ("Secured Party").

### **SECTION 1. ACCEPTANCE OF PLEDGED SECURITIES.**

The Custodian agrees to accept written or facsimile transmitted instructions from Pledgor from time to time, to accept and hold securities ("Pledged Securities") in the Pledgor's Safekeeping Account on behalf of the Secured Party, in the form of Exhibit A, as amended from time to time, subject to the provisions of this Agreement. The Pledgor's Safekeeping Account shall identify the Pledged Securities as being held for the benefit of the Secured Party. Secured Party and Pledgor hereby authorize Custodian to utilize any book-entry system and third party depositories to the extent possible in connection with its performance hereunder. The parties agree that it is intended that Custodian act as a "securities intermediary" with respect to Pledged Securities, that all Pledged Securities shall be treated as "financial assets," and that the Secured Party is an "entitlement holder" as such terms are defined in the Uniform Commercial Code.

### **SECTION 2. CUSTODY RECEIPTS AND STATEMENTS.**

- a. Custodian shall deliver a Custody Receipt for the Pledged Securities to the Secured Party and Pledgor evidencing the Custodian's acceptance of the Pledged Securities pursuant to this Agreement.
- b. The Custodian shall periodically prepare and deliver to Pledgor and Secured Party statements evidencing the Pledged Securities held for the benefit of Pledgor.

### **SECTION 3. COLLECTION OF DIVIDENDS AND INTEREST.**

The Custodian shall have no obligation to the Pledgor or to the Secured Party to collect or to attempt to collect any interest, dividends, proceeds of sale or other monies due and collectible on or with respect to any of the Pledged Securities delivered to it hereunder. Notwithstanding the foregoing, the Custodian shall accept such interest, dividends, proceeds of sale and other monies as are tendered to it arising from such Pledged Securities and shall transfer those funds to the Pledgor, unless the Custodian has received written notice from the Secured Party that the Pledgor is in default in its obligations to any Secured Party. The Secured Party agrees that the Custodian shall not be liable to any person, including the Secured Party, for any interest, dividends, and proceeds of sale or other monies as are tendered directly to and received by the Pledgor.



#### **SECTION 4. WITHDRAWAL AND SUBSTITUTIONS OF PLEDGED SECURITIES.**

a. Pledgor authorizes Custodian to comply with all entitlement orders originated by Secured Party with respect to the Pledged Securities without further consent or direction from Pledgor or any other party.

b. Custodian shall not release exchange, transfer, substitute or otherwise dispose of the Pledged Securities without the prior written consent of the Secured Party in the form of Exhibit A, as amended from time to time. The delivery to the Pledgor or its designee of any Pledged Securities withdrawn from safekeeping hereunder in compliance with this Section shall constitute a complete release and discharge of the Custodian from all responsibility for or liability to any person with respect to such Pledged Securities.

#### **SECTION 5. DEFAULT BY PLEDGOR.**

If the Custodian has received written notice from the Secured Party that the Pledgor is in default in Pledgor's obligations to the Secured Party, Secured Party shall have full power and authority to direct Custodian to transfer the Pledged Securities to Secured Party, together with any accrued interest thereon.

#### **SECTION 6. FEES AND COMPENSATION.**

The Pledgor shall be responsible for payment of any fees of the Custodian for services rendered under this Agreement.

#### **SECTION 7. CUSTODIAN'S RESPONSIBILITIES AND LIABILITIES.**

a. The Custodian shall exercise reasonable care and diligence in the possession, retention and protection of the Pledged Securities delivered to it hereunder. The Custodian shall be required to perform only those duties specifically set forth in this Agreement and no additional duties, express or implied, shall be imposed on the Custodian hereunder or by operation of law, including, but not limited to, the duties of a trustee under a trust indenture. The Custodian makes no other representations or warranties of any kind with respect to the safekeeping services to be provided hereunder, except as specifically set forth in this Section.

b. The Custodian shall at all times be entitled to act upon the instructions and authorizations of appropriate officers of the Pledgor and the Secured Party in the performance of its duties hereunder, and shall at all times be entitled to rely upon the accuracy and integrity of all such certificates and representations made to the Custodian. No duty of independent investigation of any authorization, certification or representation made by the Pledgor or Secured Party shall be imposed on the Custodian under this Agreement or by operation of law.

c. Neither the Custodian nor any of its directors, officers, employees or agents shall be liable for any loss resulting from any action taken or omitted hereunder unless such loss is proximately caused by its or their negligence or willful misconduct. Any liability on Custodian's part for loss or damage to such Pledged Securities shall be limited to the market value thereof on the date of discovery of such loss or the date on which the loss occurred, whichever amount shall be greater. Custodian shall not be liable for consequential damages.

## **SECTION 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PLEDGOR.**

The Pledgor represents, warrants, and covenants as follows:

- a. The Pledged Securities held hereunder are genuine, in bearer form or are otherwise freely negotiable.
- b. Pledgor owns the Securities in the Pledgor's Safekeeping Account free and clear of all liens, claims, security interests and encumbrances, except those granted to Secured Party and Pledgor has rights in the Pledged Securities sufficient to allow it to grant a security interest therein pursuant to this Agreement.
- c. Pledgor has taken all necessary corporate action in order to enter into this Agreement and to perform its duties hereunder. Execution, delivery and performance of this Agreement will not violate any law, rule, or order to which the Pledgor may be subject, nor will it violate any contract, agreement, or obligation to which the Pledgor may be bound.
- d. The Pledgor shall indemnify, defend and hold harmless the Custodian and its directors, officers, employees and agents from and against any liabilities, claims, demands, obligations or contentions asserted by any person, including, but not limited to, the Secured Party, and all costs and expenses, including, but not limited to, attorney's fees (whether or not suit is instituted) arising out of or in any way incident or related to the safekeeping services provided for hereunder, provided, however, that no duty or indemnity shall exist when the liabilities, costs or expenses are incurred by reason of Custodian's gross negligence or willful misconduct under the terms of this Agreement.

## **SECTION 9. TERMINATION.**

This Agreement and the duties and responsibilities hereunder of the parties hereto shall remain in effect until the occurrence of one or more of the following events:

- a. Delivery by Custodian to Pledgor and Secured Party of written notice of Custodian's resignation as Custodian hereunder, such resignation to be effective thirty (30) days following such delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.
- b. Delivery of written notice signed by Pledgor and Secured Party to Custodian terminating this Agreement, such termination to be effective thirty (30) days following delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.

## **SECTION 10. NOTICES.**

Any and all notices required by this Agreement shall be by facsimile transmission or in writing, delivered by hand or shall be mailed by first-class, registered, certified mail; postage prepaid, or express mail and delivered to the following addresses:

If to the Pledgor:

Company Name:  
Attn:  
Address:  
City/State/Zip:

If to the Custodian:

Federal Home Loan Bank of Des Moines  
Skywalk Level  
Attn: Securities Safekeeping  
801 Walnut Street, Suite 200  
Des Moines, IA 50309-3513

If to the secured party:

Company Name:  
Attn:  
Address:  
City/State/Zip:

## **SECTION 11. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and understanding of the parties and may not be altered, modified or rescinded except upon the express written consent of all parties hereto.

## **SECTION 12. APPLICABLE LAW.**

This Agreement is made and executed within the State of the Secured Party and its terms and provisions shall be interpreted and construed in accordance with the laws of said state.

## **SECTION 13. SEVERABILITY.**

In the event that any provision of this Agreement shall be held or declared illegal or invalid for any reason, then the remaining provisions hereof shall not be affected thereby, but shall be fully severable, and shall be enforceable according to the terms thereof.

## **SECTION 14. SUCCESSORS.**

This Agreement shall inure to the benefit, apply to and be binding upon any successors of the parties hereto.

**SECTION 15. ASSIGNMENT.**

None of the parties shall assign this Agreement or any of the duties imposed hereunder without first obtaining the written consent of all the parties.

**IN WITNESS WHEREOF**, the Pledgor, Secured Party and the Custodian have caused this Agreement to be executed by their duly authorized officers as of the date first above written

**CUSTODIAN: FEDERAL HOME LOAN BANK OF DES MOINES**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**PLEDGOR:**

By: \_\_\_\_\_

Typed Name:  
Title:

## **Exhibit A**

### **PLEDGE OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
Pledgor hereby assigns and pledges the securities listed below to \_\_\_\_\_.  
This Assignment is subject to all terms and conditions set forth in the Agreement referenced  
above.

#### **Description of Pledged Securities**

| Reference # | Cusip # | Original Par Value | Par Value to be Pledged |
|-------------|---------|--------------------|-------------------------|
|             |         |                    |                         |
|             |         |                    |                         |
|             |         |                    |                         |
|             |         |                    |                         |

Pledgor: \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

### **WITHDRAWAL OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
The securities listed below that are pledged to \_\_\_\_\_ are to be withdrawn.  
The withdrawal of Pledged Securities is subject to all terms and conditions set forth in the  
Agreement referenced above.

#### **Description of Withdrawn Securities**

| Reference # | Cusip # | Original Par Value | Par Value to be Released |
|-------------|---------|--------------------|--------------------------|
|             |         |                    |                          |
|             |         |                    |                          |

### **CONSENT**

Secured Party does hereby consent to the withdrawal of securities as described above. With  
respect to such withdrawn securities, Secured Party acknowledges that Secured Party has  
no further right, title or interest in such securities.

Secured Party \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B**  
**AMENDMENT TO THE SECURITIES CUSTODIAL AGREEMENT FOR ADDITIONAL  
SECURED PARTY AUTHORIZED AGENTS**

**Additional Secured Party Authorized Representative:**

**First Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Additional Secured Party Authorized Representative:**

**Second Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Additional Secured Party Authorized Representative:**

**Third Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

I certify that I, \_\_\_\_\_, am the Secretary (or other authorized  
individual) of: (Secured Party Name) \_\_\_\_\_, and that the  
\_\_\_\_\_

\_\_\_\_\_

Individuals identified herein are authorized to perform all acts necessary or customary pursuant

to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_.

**Original Agreement date**

\_\_\_\_\_  
**Signature of Certifying Public Unit Agent**

I, \_\_\_\_\_, attest to the above signature on the \_\_\_\_\_

**Print Name of Attesting Public Unit Agent**

day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature of Attesting Public Unit**

**Agent**

**Pledgor Name:** \_\_\_\_\_

**Print FHLB Member Name**

•  
•  
•



**Proposal  
For  
Investment Services**



**August 2020**



# **INVESTMENT SERVICES PROPOSAL – CITY OF OSAGE BEACH**

## **August 2020**

### **BANK PROFILE**

Providence Bank is a multi-state locally owned community bank, with locations in Missouri, Illinois, Texas and Indiana. We strive to be a vital part of the day-to-day financial needs of the communities we serve and we continue to look for new and exciting ways to expand and strengthen our products and services, while retaining the integrity and commitment that can only be found at a community bank.

Since our start in banking in 1888, to the technology driven world of today, Providence Banks commitment to friendly, knowledgeable customer service, high quality products and services, financial strength and desire to serve the community has always remained the same.

### **REQUIRED QUALIFICATIONS**

As of June 30, 2020, Providence Bank is or has the following qualifications that meet the specifications of the City of Osage Beach:

- Insured by the FDIC- Our FDIC number is 1643.
- FFIEC Tier 1 Leverage Capital Ratio of 12.8913%
- We are a State of Missouri chartered bank, with 14 full-service branches with one located in the City Osage Beach.
- We are a member of the St. Louis Federal Reserve for both cash and securities.
- Bauer Financial, a nationally recognized bank rating organization, has rated Providence Bank with its top rating of 5 Stars, which is Superior and one step above their Excellent rating. The rating is attached in the supporting documents.
- We can provide 100 percent collateralization on all of the City's deposits with collateral permitted by the State of Missouri and in compliance with the City's investment policy. We can also provide 100 percent collateralization through a Federal Home Loan Bank Irrevocable Letter of Credit.
- No joint ventures, consortiums, or contract service providers will be utilized.

## **SCOPE OF SERVICES REQUESTED**

### **Investment Instruments**

**Investment instrument options, current invested funds total \$15,000,000.**

**Certificates of Deposit (CD)** – Providence Bank offers fully insured deposit options with a multitude of maturity options to match the City's cash flow requirements. We offer fixed rate options which can accommodate multiple terms, including three-month, six-month, twelve-month up to sixty months.

We can provide collateral for these deposits by pledging government securities that provides 100% collateralization on all of the City's deposits that will also be in compliance with the City's Investment Policy. We can also insure 100% of the City's deposits through the Certificate of Deposit Account Registry Service (CDARS). This option makes it easy for the City to manage, as it eliminates the ongoing collateral-tracking burdens associated with pledging bank-owned securities and it protects the public's financial resources with 100% insured funds through the FDIC.

### **2. Other Investment Options**

**Money Market Accounts - Certificate of Deposit** - Providence Bank offers fully insured money market accounts that will accommodate the City's liquidity needs by allowing access to excess funds while earning a competitive rate of return. There is no minimum balance and no maintenance fee.

We can provide collateral for these deposits by pledging government securities that provides 100% collateralization on all of the City's deposits that will also be in compliance with the City's Investment Policy. We can also insure 100% of the City's deposits through an Insured Cash Sweep (ICS) service for public funds. Through the ICS service, the City's deposits would be placed into 100% FDIC insured interest-bearing demand deposit accounts and/or money market deposit accounts. This option makes it easy for the City to manage, as it eliminates the ongoing collateral-tracking burdens associated with pledging bank-owned securities and it also protects the public's financial resources with fully insured funds through the FDIC.

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### 3. Term options

#### Certificate of Deposit

- 90 Day
- 180 Day
- 1 Year
- 2 Year
- 3 Year
- 4 Year
- 5 Year

### 4. Explain how interest will be distributed to the City

**For Certificate of Deposits** - Interest can be distributed to the City via check or it can be reinvested and added to the balance of the CD at maturity and reinvested.

**For Money Market Accounts** – Interest is deposited to the account(s) monthly.

**5. Sample of Investment Report** - Included in the Supporting Documentation are sample statements for a Money Market Account, Insured Cash Sweep (ICS) and Certificate of Deposit Account Registry Service CDARS. For investments that are collateralized with Bank owned securities, the Federal Home Loan Bank of Des Moines will provide monthly investment reports directly to the City that will list all of the City's investments, along with the amount and market value of the pledged securities.

### 6. Current interest rate (not APY) and method of determining interest rates used

| <u>Certificate of Deposit</u> | <u>Current Rates</u> |
|-------------------------------|----------------------|
| ○ 90 Day                      | .35%                 |
| ○ 180 Day                     | .40%                 |
| ○ 1 Year                      | .70%                 |
| ○ 2 Year                      | .80%                 |
| ○ 3 Year                      | .90%                 |
| ○ 4 Year                      | .95%                 |
| ○ 5 Year                      | 1.00%                |
| <hr/>                         |                      |
| Money Market Account(s)       | .38%                 |

Rates are set internally periodically, typically weekly, after evaluating a combination of factors, including Treasury Bill rates, Fed Funds rate, and other market indicators. The above rates are our current rates and are subject to change.

#### **7. Describe any cost(s) associated with transferring funds**

There are no cost(s) associated with transferring funds.

## **REQUIRED INVESTMENT SERVICES**

### **Designated Account Liaison**

**The City will require the selected financial institution to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the financial institution and be able to resolve any problems or issues that may arise.**

Cheri Walz, SVP Treasury Management, will serve as your primary point of contact for all of your servicing requirements. Her background in bank investments and finance will allow her to recommend investments to maximize earnings while meeting the City's liquidity needs. She will also resolve any problems and/or issues that may arise. Other responsibilities include:

- Recommend products that will maximize earnings and provide for the City's liquidity needs.
- Oversee the delivery of products and services.
- Address your overall satisfaction with the Providence Bank relationship.

### **Record Retention**

**The financial institution should maintain records for the City for the term of five years after the completion of the contract.**

Providence Bank can accommodate the City's request to retain the City's records for five years after the completion of the contract.

**YOUR COMMERCIAL BANKING SOLUTIONS IMPLEMENTATION,  
TRAINING AND SUPPORT TEAM -RESUMES AND ORG CHART**



**Role:** Cheri Walz – SVP – Electronic Banking and Treasury Management Manager

**Address:** 995 KK Drive  
Osage Beach, MO 65065

**Phone:** 573.353.8863

**Email:** cwalz@myprovidencebank.com

### **Responsibilities**

Cheri will lead the City's bank team focusing on quality of our services. She will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend and oversee implementation of products and services that meets the City's needs and goals, including financing solutions, treasury management and other banking services.
- Assist the City if realizing day-to-day operational efficiencies in alignment with your treasury goals.
- Address your overall satisfaction with the Providence banking relationship.

### **Bio**

Walz has over 31 years of banking experience. Her background is in finance, accounting, treasury management and bank operations. Before moving to lead the Treasury Management Department at Providence, she held the role of CFO for the prior 15 years at two different banks.. Walz holds a B.S. in Accounting and completed the Graduate School of Banking from Stonier and the Wharton Leadership program. Walz is a Certified Public Accountant (CPA), Certified Treasury Professional (CTP), and Certified Fraud Examiner (CFE).



**Role:** Michelle Abbott – VP -Electronic Banking & Treasury Management Coordinator

**Address:** 817 W Stadium Blvd  
Jefferson City, MO 6510

**Phone:** 573-761-3710

**Email:** mabbott@myprovidencebank.com

### **Responsibilities**

Michelle will assist and support the City with technical assistance to support the treasury services the City has in place. Her experience and specialized product knowledge of our cash management and treasury services will facilitate the timely resolution of all service issues and questions. Michelle and her team will also provide information, communication, training and guidance to your staff regarding various treasury products and services, policies, procedures, risk and controls.

### **Bio**

Abbott has over 23 years of banking experience. She joined Providence Bank in July 2002 and joined the Electronic Banking and Treasury Management department in 2005. Michelle graduated from Lincoln University with a B.S. in Business Administration. She has lived in the Wardsville/Jefferson City community her entire life.



**Role:** Susie Danforth – AVP -Osage Beach Banking Center Manager

**Address:** 995 KK Drive  
Osage Beach, MO 65065

**Phone:** 573-746-7213

**Email:** [sdanforth@myprovidencebank.com](mailto:sdanforth@myprovidencebank.com)

### **Responsibilities**

Susie will serve as lead for the City's depositary needs and will also focus on quality delivery of our services. She will serve as your primary point of contact for processing deposits, supplying banking supplies, providing rates on deposits and CD's and other full-service banking needs at the Osage Beach banking center.

### **Bio**

Danforth has over 40 years of banking experience. Her background is in bank operations and retail banking. She has served as the Osage Beach Banking Center Manager for 10 years and prior to that was the AVP of Operations for Central Bank for 20 years. Susie is long time resident of Camden County and Osage Beach.



**Role:** Peter Grefrath – Commercial Banking Officer – Jefferson City and Osage Beach Office

**Address:** 817 W Stadium Blvd  
Jefferson City, MO 65109

**Phone:** 573-761-3669

**Email:** [pgrefrath@myprovidencebank.com](mailto:pgrefrath@myprovidencebank.com)

### **Responsibilities**

Peter will assist and support the City with lending requests for equipment, real estate, or other purposes. He has proven successful in providing both lending and business solutions and prides himself in being a trusted advisor. A strong believer in customer service, Peter's willingness to provide personal attention to his clients is one of his best attributes.

### **Bio**

Grefrath has over 10 years of banking experience, with 5 years of service at Providence Bank in a lending role. He graduated from the University of Columbia with a B.S. in Economics. He has lived around the central Missouri area all of his life and also has a residence in the Lake Ozark area.

| <b>ELECTRONIC BANKING AND TREASURY MANAGEMENT TEAM</b>                                                                                                                 |                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cheri Walz</b><br>SVP, Overall Account Relationship Manager                                                                                                         | 573.644.7141 o<br>573.353.8863 c<br>cwalz@myprovidencebank.com                                                                                |
| <b>Michelle Abbott</b><br>VP Electronic Banking and Treasury Management Coordinator                                                                                    | 573.761.3710<br>mabbott@myprovidencebank.com                                                                                                  |
| <b>Erin Larimore</b><br>Electronic Banking and Treasury Management Support Specialist                                                                                  | 573.761.3700<br>elarimore@myprovidencebank.com                                                                                                |
| <b>Stephanie Silva</b><br>Electronic Banking and Treasury Management Support Specialist                                                                                | 573.761.3700<br>ssilva@myprovidencebank.com                                                                                                   |
| General Department Email                                                                                                                                               | ebanking@myprovidencebank.com                                                                                                                 |
| <b>ELECTRONIC BANKING AND TREASURY SERVICES</b>                                                                                                                        |                                                                                                                                               |
| <b>Products Supported:</b><br>Online Banking<br>Treasury/Cash Management<br>ACH<br>Wires<br>Remote Deposit<br>Positive Pay<br>ACH Blocks/Filters<br>Commercial P-Cards | <b>Responsibilities</b><br>Technical Support<br>Product Support<br>Access Interruptions<br>Authorization Changes<br>New Products and Services |
| <b>OSAGE BEACH BANKING CENTER - DAY TO DAY ACCOUNT OPERATIONS</b>                                                                                                      |                                                                                                                                               |
| <b>Susie Danforth</b><br>AVP, Banking Center Manager                                                                                                                   | 573.746.7213<br>sdanforth@myprovidencebank.com                                                                                                |
| <b>Dennis Patterson</b><br>Assistant Banking Center Manager                                                                                                            | 573.746.7220<br>dpatterson@myprovidencebank.com                                                                                               |
| Banking Center Number                                                                                                                                                  | 573.302.1117                                                                                                                                  |
| <b>DAY TO DAY ACCOUNT SUPPORT</b>                                                                                                                                      |                                                                                                                                               |
| <b>Products Supported:</b><br>New Accounts<br>Account balances<br>Cashier's checks<br>Debit cards<br>New signature cards                                               | Safe deposit box access<br>Cash and Coin Services<br>Deposits<br>Overdrafts<br>Stop pays                                                      |
| <b>INVESTMENTS - PLEDGING AND COLLATERAL</b>                                                                                                                           |                                                                                                                                               |
| <b>Darrell Wolken</b><br>SVP, Controller                                                                                                                               | 573.644.7139<br>dwolken@myprovidencebank.com                                                                                                  |
| <b>DEPOSIT OPERATIONS</b>                                                                                                                                              |                                                                                                                                               |
| <b>Jim Haslag</b><br>SVP, Director of Deposit Services                                                                                                                 | 573.761.3666<br>jhaslag@myprovidencebank.com                                                                                                  |
| <b>Vicki Harkenstein</b><br>Universal Deposit Services Specialist                                                                                                      | 573.761.3666<br>vharkenstein@myprovidencebank.com                                                                                             |
| <b>Rachelle Odom</b><br>Deposit Services Specialist                                                                                                                    | 573.761.3666<br>rododm@myprovidencebank.com                                                                                                   |
| General Department Email                                                                                                                                               | depositops@myprovidencebank.com                                                                                                               |
| <b>DEPOSIT OPERATIONS SERVICES</b>                                                                                                                                     |                                                                                                                                               |
| Returns<br>Domestic and International Wires<br>Account Research                                                                                                        |                                                                                                                                               |



## **COMMUNITY INVOLVEMENT/REINVESTMENT**

We are proud to participate in several associations and groups in the Osage Beach and Lake Ozark community.

- Susie Danforth was on the Parkway West Business Association Board
- Bob Tostenrud is our current LORDEC representative
- Cheri Walz, Susie Danforth, Bob Tostenrud are involved with local Chamber of Commerce associations.

We also make charitable donations to:

- Kids Harbor
- CADV – Citizens Against Domestic Violence
- Foster Care Adoption
- Lake Regional Hospital Ball
- Project Graduation
- Osage Beach Senior Center
- Forget Me Not Horse Rescue & Sanctuary
- Newcomers & Longtimers
- Osage Beach Fire Protection District
- Osage Beach Elks
- Rotary Club in Osage Beach

## **REFERENCES**

Housing Authority of the City of Columbia  
201 Switzler Street  
Columbia MO 65203  
Mary Harvey, CFO – [mharvey@columbiaha.com](mailto:mharvey@columbiaha.com) – 573.554.7003

Lincoln School District R-IV  
701 W Elm Street  
Winfield, MO 63389  
Daniel Williams, Superintendent – [dwilliams@winfieldriv.us](mailto:dwilliams@winfieldriv.us) – 636.668.8188

Paige Sports Entertainment  
302 Campusview Drive, Ste. 108  
Columbia, MO 65201  
Amber Snider, CFO – [amber@paigesports.com](mailto:amber@paigesports.com) – 573.447.8000

## **SECURITY PRECAUTIONS**

### **Internet Banking Security**

Providence Bank provides best practice security protocols with leveled security. We require account agreements and we will also obtain corporate resolutions that lists the authorized individuals who can transact business on behalf of the City.

To access and use our Business Online Banking System, users are required to enter a User ID, complex password, and provide answers to security challenge questions as required by transaction type. We require a security token for ACH and/or Wire Transfer Services when accessed through our Business Online Banking as an additional layer of security. These tokens use complex mathematical algorithms to generate a series of one-time codes from a secret shared key. We also perform call backs to designated City staff for all wires generated through online through our Online Banking/Cash Management system. Audit reports are available which details user ID, and date and time of all activities.

The City will appoint at least one security administrator for Business Online Banking. These security administrators will define the functions, accounts and limits to which users have rights. Users can view and access the functions only for which they are authorized.

Our Business Online Banking Service provides you the ability to require that an approval of certain transactions be given before they can be processed. To increase your internal security, we recommend that your Security Administrators assign dual control, which requires a second user's approval, to initiate and approve transactions such as ACH payment originations, Wire Transfers and Bill Pay whenever possible.

### **Bank Security**

We exercise commercially reasonable efforts to ensure that we meet all our obligations to the City and to all our clients. Our policies define our critical business processes to comply with the requirements of the Federal Reserve, the Federal Financial Institutions Examination Council (FFIEC), and the Missouri Division of Finance.

To ensure a high degree of security, we utilize a multi-tiered demilitarized zone between the Internet and our internal systems. We also employ a firewall infrastructure that allows the Bank to specify and limit both inbound and outbound traffic, as well as,

employ the use of intrusion detection systems at each tier to detect and stop intruders before they reach our internal systems.

We are examined regularly by both our external regulators, as well as external and internal auditors. The Federal Reserve and Missouri Division of Finance conduct annual examinations of our information technology platforms.

These audits of our systems are performed to validate appropriate controls for fraud prevention and ensure we meet industry standards for security. The Bank uses a layered approach for fraud prevention, seeking primarily to prevent initiation of fraudulent items in the first place, but also using other safeguards and software to identify fraud.

E-banking channels are frequently reviewed to identify new opportunities to increase security and remain state-of-the-art from a security perspective. In addition to managing security at the point of initiation, fraud detection tools are in place on core bank platforms as another layer of protection.

#### **Business Continuity Program**

We have established policies and assigned responsibilities to verify that appropriate contingency plans are developed and maintained for each business area that supports our networks and the products and services that we offer. The intent of these contingency plans is to assure the continued operation of critical systems in the event of a disaster, emergency or other unforeseen events threatening interruption of these services.

Our business continuity program provides comprehensive business impact analysis, risk assessment, disaster recovery planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

Providence Bank's systems provide built-in redundancy for core processing, operations, and service delivery functions. We have strategically located data centers and operations centers throughout the United States. In addition, our treasury management and commercial banking team led by Cheri Walz are available for assistance with day-to-day banking transactions if online capabilities and functionality are temporarily unavailable.

**EXHIBIT A**

**CITY OF OSAGE BEACH, MISSOURI REQUEST FOR PROPOSALS-INVESTMENT  
SERVICES**

**FINANCIAL INSTITUTION NAME**

APPLICATION TO ACT AS DEPOSITORY FOR FUNDS FOR THE CITY OF OSAGE BEACH,  
MISSOURI.

To: Karri Bell

City Treasurer

City of Osage Beach, Missouri 1000 City Parkway

Osage Beach, MO 65065

The undersigned certifies that the financial institution submitting this proposal is an institution eligible to be a depository of public funds pursuant to Missouri Statutes.

The undersigned hereby proposes, if selected by the City of Osage Beach, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, initialed on each page, the financial institution officially agrees to provide the services requested and this agreement covers all the terms, conditions, and specifications of this proposal. The prices shall remain fixed for a period of four years.

**Proposing Financial Institution: PROVIDENCE BANK**

By: Cheri Walz

Title: SVP, Electronic Banking & Treasury Mgmt Manager

EXHIBIT B

CITY OF OSAGE BEACH, MISSOURI REQUEST FOR PROPOSALS-INVESTMENTS

NON-COLLUSION AFFIDAVIT

CITY OF OSAGE BEACH

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Cheri Walz  
SVP, Electronic Banking : Treasury Mgmt Manager  
Bidder or Agent

For: PROVIDENCE BANK

\_\_\_\_\_  
Firm or Corporation

Subscribed and sworn to before me this 20 day of August, 2020.

My Commission Expires May 23, 2024 Janette L Danforth



JANETTE L. DANFORTH  
My Commission Expires  
May 23, 2024  
Camden County  
Commission #12487755

**EXHIBIT C**

**ADDENDUM NO. 1**

**For the Osage Beach RFP for Banking Services**

This Addendum is hereby made a part of the official documents for the above referenced RFP. The bid is hereby amended as described herein.

**CHANGES AND/OR ADDITIONS**

Additions –Exhibit F (City of Osage Beach, Investment Policy) was not included in the distribution of the original RFP and is included in this Addendum No. 1.

**YOU MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN YOUR BIDDING DOCUMENTS BY INCLUDING IT WITH THE SEALED BID. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.**

**END OF ADDENDUM.**

Providence Bank acknowledges receipt of the City of Osage Beach Investment Policy. We also acknowledge that we are in compliance with the City's Investment Policy and agree to the requirements below.

1. Financial institution agrees to review the City investment policy and agrees to disclose potential conflicts or risks to the City's funds that might arise out of business transactions between the financial institution and the City.
2. Financial institution agrees to undertake reasonable efforts to preclude imprudent transactions involving City funds.
3. Financial institution agrees to notify the City in advance of a change in senior relationship managers.
4. Financial institution agrees to notify the City of any new or modified services offered by the financial institution that would be beneficial for the City.
5. Financial institution agrees to provide the City with annual financial statements.
6. Financial institution is an institution eligible to be a depository of public funds under Missouri Statutes.

**Proposing Financial Institution:** PROVIDENCE BANK

**By:** Cherice Walz

**Title:** SVP, Electronic Banking & Treasury Mgmt Mgr

## **SUPPORTING DOCUMENTATION**

- Sample Investment Reports
- Financial Institution Profile Data
- Bauer Bank Rating
- Statement of Equal Opportunity Employment Practices

## **FINANCIAL PROFILE**

The 2019 year-end financial statements for Providence Bank and its Holding Company, Linco, are attached in the supporting documentation. Providence Bank is 100% owned by the Laurie family of Columbia, Mo.

In terms of how the City would rank in size, complexity of service and availability and expertise personnel, the City would be among one of our mid-size to large clients. Some of our larger clients maintain 80 plus accounts with us, utilize all of our Treasury/Cash Management and Investment services that have been requested by the City, plus lockbox and purchasing card, and have average employees of 100 to 500 employees for ACH direct deposit. We also have business and municipalities that currently maintain multi-million dollars with our Bank in the form of Certificate of Deposits, Money Market, Savings, Demand Deposit or other interest bearing accounts with us.

In our proposal, we have provided the profile of our bank personnel that will serve as your client services team and will deliver top-notch personalized service and support. Cheri Walz will be your overall relationship manager. She lives at the Lake and her office is located here as well. She has over 31 years of experience in banking and is Certified Public Account (CPA) and a Certified Treasury Professional (CTP). Her team is experienced and has a long tenure in banking and with Providence Bank. We are available when you need us. As part of our concierge service, we establish scheduled meetings with the City to ensure the City is receiving the service they expect and that our services are meeting the City's expectations.



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Providence Bank | PRIVATE COMPANY  
(MI KEY: 1012658; SPCIQ KEY: 48710258)

## Financial Highlights

Source: SNL Financial

| Quarterly Period Ended          | 3/31/2020 | 6/30/2020 |
|---------------------------------|-----------|-----------|
| Total Assets (\$000)            | 1,101,967 | 1,183,567 |
| NPAs/Assets (%)                 | 1.27      | 1.17      |
| NPA Excl. Rest/Assets (%)       | 1.19      | 1.08      |
| Reserves/Loans (%)              | 1.00      | 0.94      |
| Tang Equity/ Tang Assets (%)    | 13.52     | 12.76     |
| Tier 1 Leverage Ratio (All) (%) | 13.52     | 12.89     |
| Net Interest Margin, FTE (%)    | 3.44      | 3.40      |
| ROAA (%)                        | 0.65      | 0.79      |
| ROAE (%)                        | 4.20      | 5.53      |
| Efficiency Ratio (FTE) (%)      | 75.61     | 68.45     |
| Net LCOs/ Avg Loans (%)         | 0.22      | 0.34      |

## Providence Bank - Columbia, MO

Certificate # 1643

is rated: **5 STARS**

### STAR RATING DEFINITIONS:

**5 STARS**

**Superior** (These institutions are recommended by Bauer.)

**4 STARS**

**Excellent** (These institutions are recommended by Bauer.)

**3 1/2 STARS**

**Good**

**3 STARS**

**Adequate**

**2 STARS**

**Problematic**

**1 STAR**

**Troubled**

**ZERO STARS**

**Our lowest rating**

**N.R.  
NOT RATED**

Credit Unions that either: have less than \$1.5 million in assets, are not NCUA insured or are too new to rate.

## Providence Bank Employee Handbook

|                 |                                                   |                           |                       |
|-----------------|---------------------------------------------------|---------------------------|-----------------------|
| <b>POLICY:</b>  | <b>Equal Employment Opportunity and Diversity</b> | <b>POLICY #:</b>          | <b>100</b>            |
| <b>SECTION:</b> | <b>General Policies</b>                           | <b>EFFECTIVE DATE:</b>    | <b>April 22, 2011</b> |
| <b>PAGE:</b>    | <b>1 of 1</b>                                     | <b>LAST REVISED DATE:</b> | <b>June 20, 2018</b>  |

Providence Bank endorses the principle that all individuals are entitled to equal employment opportunities. Accordingly, it is the policy of Providence Bank to provide and to promote equal employment opportunity for all persons on the basis of merit, (possessing the necessary skills, education, and experience), regardless of that person's race, color, religion, sex, pregnancy, age, national origin, ancestry, citizenship status, disability, genetic information or condition, marital status, sexual orientation, gender identity or expression, military status or status as a veteran, or any other categories protected by federal, state, or local law.

This policy relates to all aspects of employment, including recruitment and selection, training and staff development, transfers and promotions, job classification, supervision, compensation, discipline, job assignments, layoffs and terminations, and access to benefits, recreation and social activities. It is also our policy that no program or activity, including employment, which is administered by Providence Bank shall exclude from participation, deny benefits to, or subject to discrimination, any individual solely by reason of his or her disability.

Providence Bank will make reasonable accommodations for qualified individuals with known disabilities, or for religious beliefs or practices, unless doing so would result in an undue hardship.

Employees with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor, directly to any member of management or Human Resources. Employees may report concerns regarding discrimination without fear of retaliation. If the Bank determines that unlawful discrimination has occurred, effective remedial action commensurate with the severity of the offense will be taken. Any employee determined by the Bank to be responsible for inappropriate or unlawful conduct will be subject to appropriate disciplinary action, up to and including termination from employment.

As required by federal law, the Bank also has an Affirmative Action Plan which is designed to ensure equal employment opportunity.

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Karri Bell, City Treasurer  
**Presenter:** Karri Bell, City Treasurer  
**Date Submitted:** September 21, 2020

---

**Agenda Item:**

Bill 20-60 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Providence Bank for Banking and Depository Services.  
*Second Reading*

**Requested Action:**

Second Reading of Bill #20-60

**Ordinance Referenced for Action:**

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

**Deadline for Action:**

Yes - If approved, the City's current Banking and Depository Services provider must be notified in writing ninety (90) days prior to cancellation.

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

On June 4, 2020, the Board of Aldermen directed me to develop a Request for Proposal (RFP) that would separate the City's Banking and Depository services from it's Investment services. Then the City would obtain proposals from the City's banking community. After this process, the Board of Aldermen would review the results for consideration. The results of that process are one responsive proposal from

Providence Bank. Providence Bank meets all of the City's requirements set forth in the RFP.

**City Attorney Comments:**

Per City Code 110.230, Bill 20-60 is in correct form.

**City Administrator Comments:**

The first reading was read and passed by the Board of Aldermen on September 17, 2020.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PROVIDENCE BANK FOR BANKING AND DEPOSITORY SERVICES

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The Mayor is authorized to execute on behalf of the City of Osage Beach, the contract with Providence Bank for Banking and Depository Services as attached or in a form substantially the same and under the terms set forth in the form attached hereto as ("Exhibit A", "Exhibit B").

Section 2. The City Administrator is hereby authorized to enter into any necessary supplemental agreements to effectuate the purpose of this ordinance in a commercially reasonable manner and establish the parameters and details of the agreements authorized in Section 1 above.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: September 17,2020      READ SECOND TIME:

I hereby certify that Ordinance No.20.60 was duly passed on \_\_\_\_\_, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No.20.60.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk



# Deposit Placement Agreement

EXHIBIT A

TO ORDINANCE 20.60

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with ("we" or "us"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

## 1. ICS Service and Deposit Accounts

### 1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

### 1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

## 2. Your Relationship With Us

### 2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

### 2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

## 3. Custodial Account, Depositor Identifier, and Interest Rate

### 3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial



Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

### 3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

## 4. *Placement Procedures*

### 4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

### 4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

### 4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

### 4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

#### 4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

#### 4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

### 5. Daily Allocation and Depositor Control

#### 5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

### 5.3. Depositor Control Panel

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

### 5.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

## 6. FDIC Insurance Considerations

### 6.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

## 6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7. Additional Considerations

### 7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

### *7.3. Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

### *7.4. Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

## 8. Other Provisions

### *8.1. Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

### *8.2. Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

### *8.3. Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as need.)

Deposit Accounts1. Account Types

(a) We offer both the ICS demand option and the ICS savings option. With the ICS demand option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”). With the ICS savings option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account (“MMDA”).

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may establish different Interest Rates for your use of the ICS demand option and the ICS savings option.

2. Program Withdrawal Limit

(a) With the ICS demand option, there is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

(b) With the ICS savings option:

(i) There is no per-month limit on the number of permitted Program Deposits.

(ii) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account used with the ICS savings option. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(iii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iv) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(v) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(vi) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

3. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Section 4 of this Appendix A, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3(b) of this Appendix A (a “*Reallocation Instruction*”).

(b) If you give us a Reallocation Instruction, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated.



(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 3(b) or Section 3(c) of this Appendix A, no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

4. Reallocation Instruction

☐

If you check this box, you are giving us a Reallocation Instruction as defined in Section 3(a) of this Appendix A.

☐

If you check this box, you are not giving us a Reallocation Instruction.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) For the ICS demand option, the Sweep Threshold and the Return Threshold are as follows:

| Sweep Threshold | Return Threshold |
|-----------------|------------------|
| \$              | \$               |

(b) For the ICS savings option, the Sweep Threshold and the Return Threshold are as follows:

| Sweep Threshold | Return Threshold |
|-----------------|------------------|
| \$              | \$               |

(c) The Same-Day Deposit Cutoff Time is as follows:

|                      |                                                         |                                                                                                                                      |
|----------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <input type="text"/> | <input type="checkbox"/> AM <input type="checkbox"/> PM | <input type="checkbox"/> Eastern <input type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific |
| (insert time)        | (check AM or PM)                                        | (check time zone)                                                                                                                    |

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Sweep Threshold. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Sweep Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Sweep Threshold.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount (“SMDIA”) of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

|            |                                                                                                                                        |
|------------|----------------------------------------------------------------------------------------------------------------------------------------|
| User name: | The account number for the Transaction Account                                                                                         |
| Password:  | The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement |

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| 3:00 P.M. to 3:15 P.M. Eastern time<br>Daylight Saving Time applies when nationally in effect |
|-----------------------------------------------------------------------------------------------|

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

☐

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

☐

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

| Name of Institution | City and State | FDIC Certificate Number or Routing Number |
|---------------------|----------------|-------------------------------------------|
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |
|                     |                |                                           |

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement

---

You, the undersigned, enter into this Custodial Agreement (this “*Agreement*”) with

(“we” or “us”).

1. Pursuant to this Agreement, you authorize us (as your “*Relationship Institution*”) to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the “*Deposit Accounts*”) and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the “*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the “*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the “*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

| Name | Title or Legal Capacity |
|------|-------------------------|
|      |                         |
|      |                         |
|      |                         |
|      |                         |

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)



## SECURITIES CUSTODIAL AGREEMENT

THIS SECURITIES CUSTODIAL AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ between the Federal Home Loan Bank of Des Moines ("Custodian"), \_\_\_\_\_ ("Pledgor") and \_\_\_\_\_ ("Secured Party").

### SECTION 1. ACCEPTANCE OF PLEDGED SECURITIES.

The Custodian agrees to accept written or facsimile transmitted instructions from Pledgor from time to time, to accept and hold securities ("Pledged Securities") in the Pledgor's Safekeeping Account on behalf of the Secured Party, in the form of Exhibit A, as amended from time to time, subject to the provisions of this Agreement. The Pledgor's Safekeeping Account shall identify the Pledged Securities as being held for the benefit of the Secured Party. Secured Party and Pledgor hereby authorize Custodian to utilize any book-entry system and third party depositories to the extent possible in connection with its performance hereunder. The parties agree that it is intended that Custodian act as a "securities intermediary" with respect to Pledged Securities, that all Pledged Securities shall be treated as "financial assets," and that the Secured Party is an "entitlement holder" as such terms are defined in the Uniform Commercial Code.

### SECTION 2. CUSTODY RECEIPTS AND STATEMENTS.

- a. Custodian shall deliver a Custody Receipt for the Pledged Securities to the Secured Party and Pledgor evidencing the Custodian's acceptance of the Pledged Securities pursuant to this Agreement.
- b. The Custodian shall periodically prepare and deliver to Pledgor and Secured Party statements evidencing the Pledged Securities held for the benefit of Pledgor.

### SECTION 3. COLLECTION OF DIVIDENDS AND INTEREST.

The Custodian shall have no obligation to the Pledgor or to the Secured Party to collect or to attempt to collect any interest, dividends, proceeds of sale or other monies due and collectible on or with respect to any of the Pledged Securities delivered to it hereunder. Notwithstanding the foregoing, the Custodian shall accept such interest, dividends, proceeds of sale and other monies as are tendered to it arising from such Pledged Securities and shall transfer those funds to the Pledgor, unless the Custodian has received written notice from the Secured Party that the Pledgor is in default in its obligations to any Secured Party. The Secured Party agrees that the Custodian shall not be liable to any person, including the Secured Party, for any interest, dividends, and proceeds of sale or other monies as are tendered directly to and received by the Pledgor.



#### **SECTION 4. WITHDRAWAL AND SUBSTITUTIONS OF PLEDGED SECURITIES.**

a. Pledgor authorizes Custodian to comply with all entitlement orders originated by Secured Party with respect to the Pledged Securities without further consent or direction from Pledgor or any other party.

b. Custodian shall not release exchange, transfer, substitute or otherwise dispose of the Pledged Securities without the prior written consent of the Secured Party in the form of Exhibit A, as amended from time to time. The delivery to the Pledgor or its designee of any Pledged Securities withdrawn from safekeeping hereunder in compliance with this Section shall constitute a complete release and discharge of the Custodian from all responsibility for or liability to any person with respect to such Pledged Securities.

#### **SECTION 5. DEFAULT BY PLEDGOR.**

If the Custodian has received written notice from the Secured Party that the Pledgor is in default in Pledgor's obligations to the Secured Party, Secured Party shall have full power and authority to direct Custodian to transfer the Pledged Securities to Secured Party, together with any accrued interest thereon.

#### **SECTION 6. FEES AND COMPENSATION.**

The Pledgor shall be responsible for payment of any fees of the Custodian for services rendered under this Agreement.

#### **SECTION 7. CUSTODIAN'S RESPONSIBILITIES AND LIABILITIES.**

a. The Custodian shall exercise reasonable care and diligence in the possession, retention and protection of the Pledged Securities delivered to it hereunder. The Custodian shall be required to perform only those duties specifically set forth in this Agreement and no additional duties, express or implied, shall be imposed on the Custodian hereunder or by operation of law, including, but not limited to, the duties of a trustee under a trust indenture. The Custodian makes no other representations or warranties of any kind with respect to the safekeeping services to be provided hereunder, except as specifically set forth in this Section.

b. The Custodian shall at all times be entitled to act upon the instructions and authorizations of appropriate officers of the Pledgor and the Secured Party in the performance of its duties hereunder, and shall at all times be entitled to rely upon the accuracy and integrity of all such certificates and representations made to the Custodian. No duty of independent investigation of any authorization, certification or representation made by the Pledgor or Secured Party shall be imposed on the Custodian under this Agreement or by operation of law.

c. Neither the Custodian nor any of its directors, officers, employees or agents shall be liable for any loss resulting from any action taken or omitted hereunder unless such loss is proximately caused by its or their negligence or willful misconduct. Any liability on Custodian's part for loss or damage to such Pledged Securities shall be limited to the market value thereof on the date of discovery of such loss or the date on which the loss occurred, whichever amount shall be greater. Custodian shall not be liable for consequential damages.

## **SECTION 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PLEDGOR.**

The Pledgor represents, warrants, and covenants as follows:

- a. The Pledged Securities held hereunder are genuine, in bearer form or are otherwise freely negotiable.
- b. Pledgor owns the Securities in the Pledgor's Safekeeping Account free and clear of all liens, claims, security interests and encumbrances, except those granted to Secured Party and Pledgor has rights in the Pledged Securities sufficient to allow it to grant a security interest therein pursuant to this Agreement.
- c. Pledgor has taken all necessary corporate action in order to enter into this Agreement and to perform its duties hereunder. Execution, delivery and performance of this Agreement will not violate any law, rule, or order to which the Pledgor may be subject, nor will it violate any contract, agreement, or obligation to which the Pledgor may be bound.
- d. The Pledgor shall indemnify, defend and hold harmless the Custodian and its directors, officers, employees and agents from and against any liabilities, claims, demands, obligations or contentions asserted by any person, including, but not limited to, the Secured Party, and all costs and expenses, including, but not limited to, attorney's fees (whether or not suit is instituted) arising out of or in any way incident or related to the safekeeping services provided for hereunder, provided, however, that no duty or indemnity shall exist when the liabilities, costs or expenses are incurred by reason of Custodian's gross negligence or willful misconduct under the terms of this Agreement.

## **SECTION 9. TERMINATION.**

This Agreement and the duties and responsibilities hereunder of the parties hereto shall remain in effect until the occurrence of one or more of the following events:

- a. Delivery by Custodian to Pledgor and Secured Party of written notice of Custodian's resignation as Custodian hereunder, such resignation to be effective thirty (30) days following such delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.
- b. Delivery of written notice signed by Pledgor and Secured Party to Custodian terminating this Agreement, such termination to be effective thirty (30) days following delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.

## **SECTION 10. NOTICES.**

Any and all notices required by this Agreement shall be by facsimile transmission or in writing, delivered by hand or shall be mailed by first-class, registered, certified mail; postage prepaid, or express mail and delivered to the following addresses:

If to the Pledgor:

Company Name:  
Attn:  
Address:  
City/State/Zip:

If to the Custodian:

Federal Home Loan Bank of Des Moines  
Skywalk Level  
Attn: Securities Safekeeping  
801 Walnut Street, Suite 200  
Des Moines, IA 50309-3513

If to the secured party:

Company Name:  
Attn:  
Address:  
City/State/Zip:

## **SECTION 11. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and understanding of the parties and may not be altered, modified or rescinded except upon the express written consent of all parties hereto.

## **SECTION 12. APPLICABLE LAW.**

This Agreement is made and executed within the State of the Secured Party and its terms and provisions shall be interpreted and construed in accordance with the laws of said state.

## **SECTION 13. SEVERABILITY.**

In the event that any provision of this Agreement shall be held or declared illegal or invalid for any reason, then the remaining provisions hereof shall not be affected thereby, but shall be fully severable, and shall be enforceable according to the terms thereof.

## **SECTION 14. SUCCESSORS.**

This Agreement shall inure to the benefit, apply to and be binding upon any successors of the parties hereto.

**SECTION 15. ASSIGNMENT.**

None of the parties shall assign this Agreement or any of the duties imposed hereunder without first obtaining the written consent of all the parties.

**IN WITNESS WHEREOF**, the Pledgor, Secured Party and the Custodian have caused this Agreement to be executed by their duly authorized officers as of the date first above written

**CUSTODIAN: FEDERAL HOME LOAN BANK OF DES MOINES**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**PLEDGOR:**

By: \_\_\_\_\_

Typed Name:  
Title:

## **Exhibit A**

### **PLEDGE OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
Pledgor hereby assigns and pledges the securities listed below to \_\_\_\_\_.  
This Assignment is subject to all terms and conditions set forth in the Agreement referenced  
above.

#### **Description of Pledged Securities**

| <b>Reference #</b> | <b>Cusip #</b> | <b>Original Par Value</b> | <b>Par Value to be<br/>Pledged</b> |
|--------------------|----------------|---------------------------|------------------------------------|
|                    |                |                           |                                    |
|                    |                |                           |                                    |
|                    |                |                           |                                    |
|                    |                |                           |                                    |

Pledgor: \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

### **WITHDRAWAL OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
The securities listed below that are pledged to \_\_\_\_\_ are to be withdrawn.  
The withdrawal of Pledged Securities is subject to all terms and conditions set forth in the  
Agreement referenced above.

#### **Description of Withdrawn Securities**

| <b>Reference #</b> | <b>Cusip #</b> | <b>Original Par Value</b> | <b>Par Value to be<br/>Released</b> |
|--------------------|----------------|---------------------------|-------------------------------------|
|                    |                |                           |                                     |
|                    |                |                           |                                     |

### **CONSENT**

Secured Party does hereby consent to the withdrawal of securities as described above. With  
respect to such withdrawn securities, Secured Party acknowledges that Secured Party has  
no further right, title or interest in such securities.

Secured Party \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

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• • •



August 17, 2020

City of Osage Beach  
1000 City Parkway  
Osage Beach, MO 65065

To the Board of Directors and Office of the City Clerk of Osage Beach,

Providence Bank is pleased to have the opportunity to submit a proposal for Banking Services for the City of Osage Beach. We are excited about the potential to begin a successful business partnership with the City of Osage Beach and we are confident we can deliver the high level of personal service and technology you need. We believe our proposal demonstrates that Providence Bank is offering the highest level of service with no to minimal costs to the City.

As we are "neighbors" within the community, Providence Bank strongly believes in supporting the community that has supported us. Since our start in banking in Lincoln County in 1888, to the technology driven world of today, Providence Bank's commitment to friendly, knowledgeable customer service, high quality products and services, financial strength and commitment to the community has and will remain the same.

The attached Proposal Response Form addresses in detail the products or services requested by the City of Osage Beach. It also includes a descriptive list of additional services that could benefit the City in its daily operations. Not only will our proven product set help your organization become more efficient, but our experienced banking team will work closely with you to provide guidance and support to meet your current and everchanging needs. Additionally, as technology changes and evolves, we will serve as a consultant to recommend and guide you to new solutions that will improve your staff and client experiences.

On behalf of Providence Bank, we thank you for your consideration in your banking service search. Should you have any questions or require more information, please contact me at (573) 644-7141.

Sincerely,

A handwritten signature in blue ink that reads "Cheri Walz".

Cheri Walz  
Treasury Management Manager  
573-644-7141  
cwalz@myprovidencebank.com





II



**Proposal  
For  
Banking and Depository Services**



**August 2020**

# **BANKING SERVICES PROPOSAL – CITY OF OSAGE BEACH**

## **August 2020**

### **Deposit Accounts**

#### **Main Operating Account and Miscellaneous Checking Accounts**

Providence Bank is offering the City of Osage Beach interest-bearing checking account(s) with no maintenance fees attached. For the first year, the deposit accounts will pay a flat rate of .53% on collected funds; thereafter the rate on the deposits will float with the 90-Day Treasury Bill (T-bill), as published on the U.S. Department of the Treasury's website, plus 18 basis points. Interest is paid monthly.

The City can open additional accounts as necessary with the same terms. These accounts can be grouped with the City's other accounts to appear on one statement.

Additional supplies and services **NOT** requested on Exhibit A, will also be supplied **Free of Charge** to the City of Osage Beach:

- Three-part voucher checks
- Night Drop services and keys
- Safe Deposit Box, standard size
- Cashiers Checks
- Money wrappers and Coin wrappers

#### **Savings Accounts/Insured Money Market Accounts**

The City can open savings accounts as needed. Rates are set internally each month after evaluating a combination of factors, including the 90-Day Treasury Bill rate, the Fed Funds rate, and other market indicators. The interest is credited to the account monthly. There are no fees on the accounts.

These accounts can be grouped with the City's other accounts to appear on one statement.

#### **Building Deposit Account(s)**

The City can open non-interest-bearing checking accounts as needed. There is no monthly fee or minimum balance requirements.

**Exhibit A**

**CITY OF OSAGE BEACH, MISSOURI  
REQUEST FOR PROPOSALS – BANKING SERVICES**

**A. REQUIRED SERVICES - Activity for all Accounts**

**Providence Bank are providing the above services at NO COST to the City of Osage Beach.**

|    |                                                             | Estimated<br>Annual<br>Units | Unit   | Estimated<br>Annual Cost |
|----|-------------------------------------------------------------|------------------------------|--------|--------------------------|
| 1  | Account Maintenance – Regular                               | 72                           | \$0.00 | \$ 0.00                  |
| 2  | Deposits                                                    | 972                          | \$0.00 | \$ 0.00                  |
| 3  | Deposited Items                                             | 24,000                       | \$0.00 | \$ 0.00                  |
| 4  | Total Checks Paid                                           | 3,000                        | \$0.00 | \$ 0.00                  |
| 5  | Transfers to/from Other Accounts                            | 84                           | \$0.00 | \$ 0.00                  |
| 6  | Returned Items                                              | 12                           | \$0.00 | \$ 0.00                  |
| 7  | Re-deposits                                                 | 12                           | \$0.00 | \$ 0.00                  |
| 8  | ACH Debits                                                  | 1,356                        | \$0.00 | \$ 0.00                  |
| 9  | ACH Credits                                                 | 12                           | \$0.00 | \$ 0.00                  |
| 10 | Stop Payments                                               | 6                            | \$0.00 | \$ 0.00                  |
| 11 | ACH Items Originated by the City (includes Direct Deposits) | 11,916                       | \$0.00 | \$ 0.00                  |
| 12 | Wire Transfers In                                           | 0                            | \$0.00 | \$ 0.00                  |
| 13 | Wire Transfers Out                                          | 48                           | \$0.00 | \$ 0.00                  |
| 14 | Mailed Monthly Statements per Account                       | 0                            | \$0.00 | \$ 0.00                  |
| 15 | Electronic Statements per Account                           | 72                           | \$0.00 | \$ 0.00                  |
| 16 | Online Statement Fee                                        | 72                           | \$0.00 | \$ 0.00                  |
| 17 | Positive Pay Per Check                                      | 3,000                        | \$0.00 | \$ 0.00                  |
| 18 | ACH Blocks and Filters                                      | 25                           | \$0.00 | \$ 0.00                  |
| 19 | Courier/Armor Car Service                                   | 0                            | \$0.00 | \$ 0.00                  |
| 20 | Charge for Overdrafts                                       | 0                            | \$0.00 | \$ 0.00                  |
| 21 | Printed Deposit Slips                                       | 1,000                        | \$0.00 | \$ 0.00                  |
| 22 | Deposit Bags (plastic, optional)                            | 0                            | \$0.00 | \$ 0.00                  |
| 23 | Copy of Cleared/Cancelled Checks                            | 0                            | \$0.00 | \$ 0.00                  |
| 24 | PCards/Credit Cards for City                                | 10                           | \$0.00 | \$ 0.00                  |
|    |                                                             |                              |        |                          |
|    | <b>Total Annual Required Services</b>                       |                              |        | <b>\$ 0.00</b>           |
|    |                                                             |                              |        |                          |

## **REQUIRED BANKING SERVICES**

### **Availability of Funds Deposited**

**The City desires to know the collected funds availability schedule for its deposits. These deposits include checks, money orders, cash, ACH credits, and wires from local, regional, and out of state banks. The City requires updates as the schedule changes.**

The City's deposited items are available on the first business day after the day we receive the deposit. Funds from electronic direct deposit will be available on the day we receive the deposit.

### **Automatic Sweep**

**The requirement of this RFP is NOT an automated sweep product for the investment of end of day balances over any target balance level established based on the method of payment for services selected by the City. However, the proposal can include all options available to public entities in Missouri, including your financial institution's twelve-month earnings history and all costs.**

Providence Bank can offer the City an Insured Cash Sweep (ICS) solution. With ICS, the City can access multi-million FDIC insurance and earn interest, all through a single bank relationship. There is no need to track collateral, as your deposits are 100% FDIC insured, which is backed by the full faith and credit of the federal government.

By working directly with just us, a bank you already know and trust, the City can receive FDIC coverage through many banks. To set up, the City would sign an agreement with Providence Bank and deposit funds into one account. We place deposits with other ICS network member institutions in amounts under the standard FDIC insurance maximum of \$250,000.

Together, we will establish a "target balance" in your main operating account. At the end of each business day, any excess funds are automatically invested with participating banks in the network. If the balance in your operating account falls below the target balance, the invested funds are automatically swept back into your Providence Bank operating account.

You can check balances and see where your funds are at all times using an online tool specially developed for Insured Cash Sweep. You receive consolidated interest payments and statements from Providence Bank. The City's confidential information always remains protected and we can provide our privacy policy upon request.

The previous twelve months rates were:

|                        |       |
|------------------------|-------|
| July 2019 – Aug 2019   | 1.50% |
| Sept 2019– Feb 2020    | 1.25% |
| March 2020 – July 2020 | .50%  |

## **Computer-Based Cash Management System**

**Describe in detail your on-line banking services for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, positive pay and ACH exception notices, and any other on-line information that is available to the City.**

### **Providence Bank Online Banking and Cash/Treasury Management Product Suite**

Our Online Banking and Cash Management product suite allows you to access the following functions from a computer, tablet or smartphone anytime of the day or night, 365 days a year:

- View available balances and pending transactions.
- 16 months of transaction history which includes item image retrieval.
- Ability to view, print and email check and deposit images. (This includes the front and back of check items.)
- On-line access to 18 months of electronic bank statements, which can be for a single account or grouped together.
- Send and receive Wire Transfers and ACH transactions, including direct deposit for payroll.
- Upload Positive Pay files and decision exception items.
- View and decision ACH Block and Filter exception items.
- Transfer funds between accounts.
- Access Remote Deposit Capture through Single Sign-On to Online Banking.
- Create and view stop payments.
- Set-up alerts to monitor account activity.
- Transaction activity can be exported on demand for use with other software systems, such as Excel, Quickbooks, Quicken or other ASCII comma-delimited format.
- Perform research by check number, check amount, deposit amount, or date range.
- Pay bills with Online Bill Pay.

Online Banking balances are updated at the end of each business day so that current balances will be available to you by the next business day. Throughout each business day, transactions will memo post to your accounts and will be reflected in your account balances in Online Banking. Transactions that are memo posted include all transactions at a Providence Bank teller line, incoming and outgoing ACH and Wire Transfers, and any transactions performed within Online Banking.

Providence Bank is providing this system at NO Cost to the City. All that is required is Internet access provided through an Internet Service Provider.

## **Automated Account Reconciliation**

**The City requires information provided electronically to reconcile its accounts, including an electronic cleared check report. Information is expected within five (5) business days of month-end. Responding financial institutions should describe their systems and how stale dated checks will be handled.**

Providence Bank offers a complete reconciliation of outstanding and paid checks at NO Cost to the City. Monthly reconciliation reports are generated at the same time as the account statement to assist in reconciling the account statement. Providence Bank offers two different types of reconciliation that can be provided within 5 days of month end. Staled dated items will generate as exceptions in Positive Pay and if the items are marked to return, the items will not appear in our automated account reconciliation.

**Full Check Reconciliation** – You provide us with detailed check issue data, including account numbers, check numbers, issue dates and dollar amounts. Paid checks are matched against an issued check file that meets the Bank's specifications. Issue check files can be uploaded into our Online Banking, or you may manually enter them in. We will produce a reconciliation statement with reconciled and outstanding checks to assist in balancing your account(s). Exceptions will occur if the item has already cleared, a stop pay has been entered, or the amount does not match the issued amount.

**Partial Check Reconciliation** – An issued check file is not sent to the Bank. Partial reconciliation provides the City with a detailed listing of checks paid against a checking account over a client-defined period of time to assist you in reconciling your account(s). This service also details certain other categories, such as stopped checks. Checks are typically listed in check serial number sequence with the amount and date each check was paid. Cleared items are made available to you to assist you in reconciling your account(s).

You can receive reports daily, weekly, monthly, in PDF, Excel, CSV, or flat file text. Account Reconciliation reports are made available to you within our Online Banking Cash Management website.

## **Account Analysis**

**The City requires that a monthly account analysis be presented within 10 days from cut-off date. The account analysis must show at a minimum the following information:**

**A compensating balance formula should be described, and any written instructions should be enclosed. Also describe the earnings allowance computation methodology (if used).**

- **Account number**
- **Period covered**
- **Average ledger balance**

- **Average collected balance**
- **Services rendered to include type of service and quantity**
- **Per unit charge for each service per the banking agreement**
- **Extended charges of each type of service provided**
- **Total monthly charges of all services provided**
- **Calculation of earnings credit provided by the balances and the effective annual rate**

We can provide a monthly analysis statement that details the above items within 10 days from cutoff date or end of the month.

The City has requested to pay the financial institution in direct fees instead of paying through compensating balances that receive earnings credits based on the average collected balance(s) in the account(s).

However, if the City would like to offset fees with earnings credit (ECR) instead of direct bill, the calculation of how the earnings credit is calculated is below. Please note that since we are offering most of our services at NO COST to the City, having an account(s) that earns credits would not be of benefit to the City.

$$\frac{(\text{Average Monthly Collected Balance} \times \text{ECR} \times \text{Actual Number of Days in Month})}{\text{Actual Number of Days in Year}}$$

Currently, our Earnings Credit Rate is .25%.

## **Designated Account Liaison**

**The City will require the selected financial institution to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the financial institution and be able to resolve any problems or issues that may arise.**

Cheri Walz, SVP Treasury Management, will serve as your primary point of contact for all of your servicing requirements. She will also resolve any problems and/or issues that may arise. Other responsibilities include:

- Recommend products and services that meet the City's needs and goals.
- Oversee the delivery of products and services.
- Address your overall satisfaction with the Providence Bank relationship.

## **Record Retention**

**The financial institution should maintain records for the City for the term of five years after the completion of the contract.**

Providence Bank can accommodate the City's request to retain the City's records for five years after the completion of the contract.



## Employee Payroll

**The financial institution must have the ability to provide employee payroll using ACH payments. In addition, free accounts must be provided for all employees who utilize the City's direct deposit for their pay. The selected financial institution must also agree to cash, without charge to the City employees, all payroll checks drawn on the selected financial institution after proper identification is presented by the employee, regardless whether or not the employee maintains an account at the selected financial institution.**

Our Cash/Treasury Management module within Online Banking allows for the origination of many types of ACH transactions, including payroll. The City can upload a NACHA formatted file from your payroll software or through a manual input of the net payroll amounts for each employee to create a NACHA-ready file. Employee payroll information can be set up one time and generated without re-entering data. New employees can be easily be added in just a few quick steps.

We are offering this service at No Cost to the City.

All ACH files must be submitted by 4:30 p.m. on the business day before the ACH items are effective. However, it is recommended to initiate the ACH file two days prior to the effective date ACH transaction activity and associated originator details are available at the start of each business day by 8:00 a.m.

You will maintain a system administrator who will have full access to the accounts in Business Online Banking and Treasury Management modules. This person will be responsible for assigning other users access to your bank accounts and to the authorized Treasury Management functions. Dual control can be established, if desired, which would require a second user to approve the ACH file before it is sent to the Bank for processing.

**Employee Accounts** – Enjoy direct deposit, online banking, mobile, remote deposit, bill pay, text message and email alerts with different account options to fit everyone's needs and lifestyles. All of our accounts offer free online banking, free bill pay, free mobile banking, free debit card, and a free thank you gift at account opening.

We agree to provide free accounts for all of the City's employees and will agree to cash their checks without charge and upon receipt of proper identification of the employee.

## **Banking Supplies**

The financial institution will offer disposable moneybags and printed deposit slips for the operating account.

Providence Bank will provide disposable moneybags and printed deposit slips at NO COST to the City.

## **Positive Pay**

**The city uses positive pay for all accounts (accounts payable and payroll). Please describe in detail how your process works, how notifications occur, and the cost.**

Providence Bank can help the City minimize losses by detecting fraud early. With our Positive Pay service, you can verify the check transactions before they are paid.

Each time checks are issued the City would electronically transmit a file containing the issued items via Online Banking. These issue files can be uploaded or manually entered into Online Banking.

As checks are presented to us for payment, we will compare the information on each check to the City's issued check file. We identify all items that are presented with mismatched or no issue information on file. Exceptions will occur if the item has not been issued, has already cleared, has been voided, is stale-dated, a stop pay has been entered, the payee, check number, date or the amount does not match the issued file.

The City will receive an email notification if there are any exception items to review. You will then access Online Banking make pay or return decisions on any items that show as exceptions. The review of the exception items includes an image of the front and back of each check.

There is No Cost for these above services.

## **ACH Blocker and Filters**

**Please describe your financial institution's service that would protect the City's bank accounts from unauthorized access through ACH. Please provide how notifications of exceptions occur.**

---

Our Automated Clearing House (ACH) Blocks and Filters service allows the City to proactively prevent unauthorized electronic transactions before they post to your accounts.

### **ACH Block Orders**

ACH Block Orders define what the City **does not** want posted to its accounts. Return all debits or all credits - or return all ACH items - to block unwanted and fraudulent ACH transactions from posting.

ACH Block Orders can also be refined and customized to block types of payments or items from a specific payee. For example, ACH Block Orders can be used to:

- Block all WEB originated payments
- Block all payments from a specific sending company (i.e. ABC Corporation)

Items that meet the criteria of an ACH Block Order are automatically returned to help keep the City's accounts secure.

### **ACH Filters**

ACH Filter Authorizations lets Providence Bank know what items are approved for posting on the City's account. You let us know what ACH transactions should be allowed to post to the City's checking accounts.

If an ACH transaction is presented that has not been allowed, the City will receive an email notification that an exception has occurred. With just a few clicks in our online system, you make the decision to pay or return the exception in Online Banking.

We are offering ACH Blocks and Filters at No Cost.

### **Cancelled Check Safekeeping**

**Please describe your cancelled check safekeeping to include image recovery for processed checks. The City would like online access to cancelled checks within 48 hours after clearing the financial institution.**

Images of cancelled checks are available the next business day after nightly processing. We provide 16 months of transaction history in Online Banking and 18 months for e-statements. The front and back of these images can also be viewed. For image recovery greater than 18 months, we can provide check images for these items upon request.

### **Procurement cards**

We have provided a detailed description of our Procurement Card in the Optional Services of our proposal as we understood this was to be included under Optional Banking Services.

## **Security Precautions**

### **Internet Banking Security**

Providence Bank provides best practice security protocols with leveled security. We require account agreements and we will also obtain corporate resolutions that lists the authorized individuals who can transact business on behalf of the City.

To access and use our Business Online Banking System, users are required to enter a User ID, complex password, and provide answers to security challenge questions as required by transaction type. We require a security token for ACH and/or Wire Transfer Services when accessed through our Business Online Banking as an additional layer of security. These tokens use complex mathematical algorithms to generate a series of one-time codes from a secret shared key. We also perform call backs to designated City staff for all wires generated through online through our Online Banking/Cash Management system. Audit reports are available which details user ID, and date and time of all activities.

The City will appoint at least one security administrator for Business Online Banking. These security administrators will define the functions, accounts and limits to which users have rights. Users can view and access the functions only for which they are authorized.

Our Business Online Banking Service provides you the ability to require that an approval of certain transactions be given before they can be processed. To increase your internal security, we recommend that your Security Administrators assign dual control, which requires a second user's approval, to initiate and approve transactions such as ACH payment originations, Wire Transfers and Bill Pay whenever possible.

### **Bank Security**

We exercise commercially reasonable efforts to ensure that we meet all our obligations to the City and to all our clients. Our policies define our critical business processes to comply with the requirements of the Federal Reserve, the Federal Financial Institutions Examination Council (FFIEC), and the Missouri Division of Finance.

To ensure a high degree of security, we utilize a multi-tiered demilitarized zone between the Internet and our internal systems. We also employ a firewall infrastructure that allows the Bank to specify and limit both inbound and outbound traffic, as well as, employ the use of intrusion detection systems at each tier to detect and stop intruders before they reach our internal systems.

We are examined regularly by both our external regulators, as well as external and internal auditors. The Federal Reserve and Missouri Division of Finance conduct annual examinations of our information technology platforms.

These audits of our systems are performed to validate appropriate controls for fraud prevention and ensure we meet industry standards for security. The Bank uses a layered approach for fraud prevention, seeking primarily to prevent initiation of fraudulent items in the first place, but also using other safeguards and software to identify fraud.

E-banking channels are frequently reviewed to identify new opportunities to increase security and remain state-of-the-art from a security perspective. In addition to managing security at the point of initiation, fraud detection tools are in place on core bank platforms as another layer of protection.

### **Business Continuity Program**

We have established policies and assigned responsibilities to verify that appropriate contingency plans are developed and maintained for each business area that supports our networks and the products and services that we offer. The intent of these contingency plans is to assure the continued operation of critical systems in the event of a disaster, emergency or other unforeseen events threatening interruption of these services.

Our business continuity program provides comprehensive business impact analysis, risk assessment, disaster recovery planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

Providence Bank's systems provide built-in redundancy for core processing, operations, and service delivery functions. We have strategically located data centers and operations centers throughout the United States. In addition, our treasury management and commercial banking team led by Cheri Walz are available for assistance with day-to-day banking transactions if online capabilities and functionality are temporarily unavailable.

**Exhibit B**

**CITY OF OSAGE BEACH, MISSOURI  
REQUEST FOR PROPOSALS – BANKING SERVICES**

**B. OPTIONAL SERVICES**

|  |                                                                            | <b>Estimated<br/>Annual<br/>Units</b> | <b>Unit</b>                                                                          | <b>Estimated<br/>Annual Cost</b> |
|--|----------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------|----------------------------------|
|  | <b>Procurement Cards</b>                                                   |                                       | <b>\$0.00</b>                                                                        | <b>\$0.00</b>                    |
|  | <b>Electronic Vendor Payments</b>                                          |                                       | <b>\$0.00</b>                                                                        | <b>\$0.00</b>                    |
|  | <b>CREDIT CARD<br/>PROCESSING<br/>Mastercard/Visa/American<br/>Express</b> |                                       | <b>Fees Apply -<br/>See Merchant<br/>Processing in<br/>the following<br/>section</b> |                                  |
|  | <b>Remote Deposit</b>                                                      |                                       | <b>\$0.00</b>                                                                        | <b>\$0.00</b>                    |
|  | <b>Paycards for Employees</b>                                              |                                       | <b>\$0.00</b>                                                                        | <b>\$0.00</b>                    |
|  |                                                                            |                                       |                                                                                      |                                  |
|  |                                                                            |                                       |                                                                                      |                                  |
|  |                                                                            |                                       |                                                                                      |                                  |
|  |                                                                            |                                       |                                                                                      |                                  |
|  | <b>Total Annual Required Services</b>                                      |                                       |                                                                                      |                                  |
|  |                                                                            |                                       |                                                                                      |                                  |

## Procurement Cards/Credit Cards for City Use

**The City desires information about a procurement card/credit card program to manage employee expenses. Please describe your program to include costs. Having a system compatible with the City's existing financial software (Tyler Incode) would be a plus.**

Providence Bank can offer the City Procurement/Credit Cards that have many unique features and benefits. **Additionally, we are happy to provide these cards with the City's logo embedded on the card at NO Cost!**

We also offer a two forms of cash rebate which are detailed on page 16 and 17. There are no finance charges (if paid in full each month) and no annual fees. We are compatible and can work with the City's existing financial software – Tyler Incode.

Our procurement card (P-Card) is a MasterCard MultiCard® that is one card that combines corporate travel and expense, procurement and fleet spend – all in one card. P-Cards can reduce the time of processing paperwork, invoices, and checks associated with traditional account payable processes. They also improve cash flow as all charges can be aggregated into a single monthly payment.

1. **Corporate Card** – Travel and entertainment expenses primarily, but it can be used for other business expenses.
2. **Purchasing Card (P-Card)** – is a form of credit card issued to employees who can acquire goods and services. Companies can control their spending and manage how, when and where their cards can be used by setting specific daily and monthly limits by spend category, vendor, employee and/or amount.
3. **Fleet Card** - is a credit card used to pay for fuel, maintenance, repair and related expenses on company vehicles. Companies can require cardholders to enter mileage, vehicle ID, or driver number to complete purchases.

## Improved Productivity – Take advantage of greater efficiency and control

There are many benefits and efficiencies associated with our procurement multi-card. Below is a summary of those features and functionalities.

- **General Ledger Integration that speeds A/P reconciliation processes.** Our platform has a robust general ledger mapping tool that will automatically import and post your card transactions to your Tyler Incode financial software, eliminating manual posting processes! This not only is a huge time-saver but it also prevents posting errors. **We are offering this module to City at No Cost!**
- **Customized Reporting.** Know exactly how and where procurement dollars are spent, as well as view City-wide spending trends. This information can help businesses negotiate favorable terms with commonly used vendors, as well as to educate employees about spending policies and behaviors.
- **Enhanced Card Controls** - Through our Online Portal, clients have more control over most of the functions they would normally have to call their bank for. You will have true insight to your overall card program with the ability to make changes in real time.

Some of the functions for managing the card program through the portal include, but are not limited to:

**Real-time functions, such as:**

- Set spending limits and strategies
- Adjust credit limits among cardholders
- Freeze and/or close cards
- Order cards
- Cardholders can upload receipt images for expense reports.
- Integrate cards into the accounts payable process
- View detailed transaction and statements for all cards from one screen
- Export transaction history and other reports for auditors, management, etc.
- Easily pay outstanding card balances

## Expense Report Management System

Our P-Card program includes an automated Online Expense Management system that enables cardholders to view and submit not only their card transactions, but also any out-of-pocket or mileage expenses they may have.

Employees log in from a computer or mobile device where they can attach receipts, make any necessary changes, assign cost codes and add comments to their expenses. The expense report can then be submitted for approval to the appropriate department/company approver(s).



Expense report software can be expensive and often leads to a business utilizing a manual paper-based or Excel template to process expense reports. **We are offering this valuable tool to the City at NO COST!**

## Mastercard Benefits

- **MasterCard liability protection program** – Protects the Bank and companies from employee misuse of card privileges.
- **MasterCard EZ Savings Program.** Business loyalty program that allows your business to receive automatic merchant-funded rebates, up to 4% cashback. More detail on this program is provided on page 17.



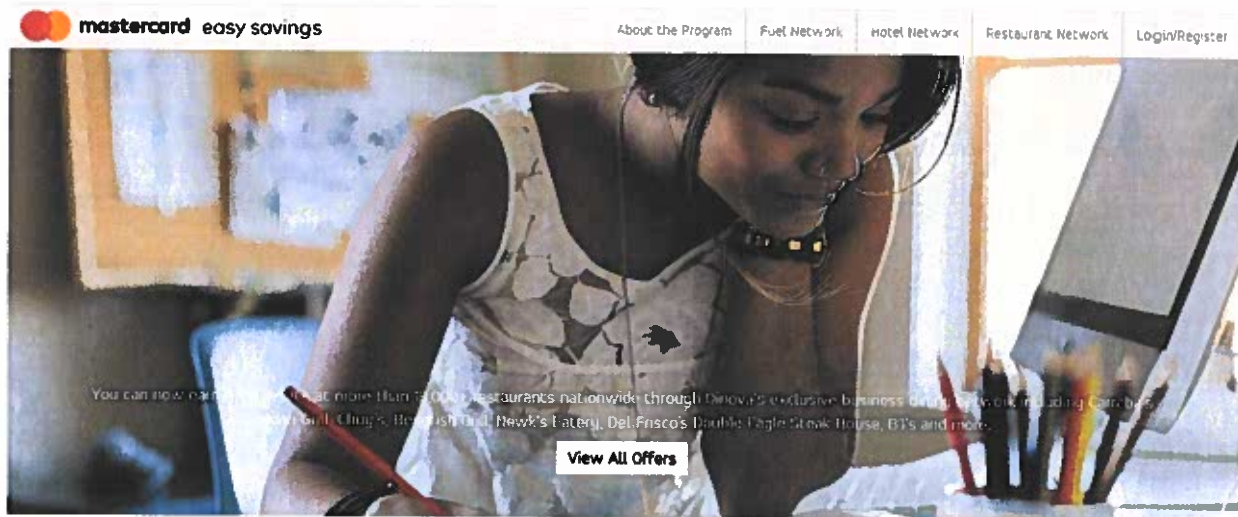
## REBATE PROGRAM

Providence Bank offers a tiered rebate based on qualified sales volume (sales, less refunds), payable on an annual basis. This rebate is effective immediately at the beginning of the program implementation for all qualified sales volume.

- Earn unlimited cash back on all purchases.
- No annual fee.
- Rebate paid annually each February.

Our rebates can be significant and can be another source of revenue for the City, simply by paying with a card instead of a check. The more spend the City can put on the cards, the greater the cash back rebate. To help the City maximize its cash back rebates, we can assist the City to determine which of your vendors and suppliers accept credit cards by comparing a list of your current vendors to the MasterCard database. Based on this annual spend, we can qualify the City for a rebate percentage. These rebates generally range between .60 and 1.00%, based on annual spend. Additionally, we can provide letters to the City to submit to your vendors requesting that they accept credit cards for payment.

# MASTERCARD EASY SAVINGS – CASH REBATE PROGRAM



## Saving For Your Business has never been easier.

As a business, renting a car for a business trip, booking hotels when traveling to meet clients and dining out can be an essential part of doing business. With the Mastercard Easy Savings program you can save on these and all types of every day expenses. Just use your enrolled Mastercard business card on qualified purchases at any participating merchant and your rebates will be automatically applied to your account. To ensure you have access to all of the program rebates, click the "Login/Register" link in the top menu to register at no cost. Registering also allows you to track your rebates on this site and learn about new merchants and offers.



### All Offers

Save on gas, dining, hotels and more for your business



### Hotels

Save 4% when you stay at over 5,000 midscale and economy hotels nationwide



### Restaurants

Receive 4% back when you dine at over 18,000+ restaurants nationwide



### Travel

Save up to 5% on business travel



### Business Services

Save 2-25% on the products and services that make doing business easier



### Fuel & Maintenance

Save 1% on fuel at over 19,000 gas stations and 5% on vehicle maintenance nationwide

Restrictions apply. Rebates currently available for fuel, lodging and purchases. Participating merchants and rebate offers subject to change. ©2016 Mastercard Easy Savings® Program rebates on top of merchant's discounts and your card rewards.

## **Electronic Vendor Payments**

**The City would like to pay some of its vendors by other than a check. Please describe any electronic payment system your financial institution provides.**

### **Procurement Card Option**

The Multi/Purchasing card payment service detailed above removes the manual and costly components of issuing checks

Our platform has a robust general ledger mapping tool that will automatically import and post your card transactions to your accounting software, eliminating manual posting processes. We do the work for you to map to your specific general ledger, class, department, job/project codes by line item detail. This eliminates the time-consuming tasks of posting individual transactions and reconciling each month. This not only is a huge time-saver, but it also prevents posting errors.

This integration differentiates us from other card providers, who generally will not offer this until the client has at least \$2 million in annual spend, and if they do offer it, oftentimes, they will not assist the client with the mapping process to your specific accounting structure. This is where we differ, we implement and perform the behind the scenes work for you. We only ask for input from your staff on how the City needs it to be structured. Additionally, many card providers will charge for this integration and we are excited to be able to offer this to your company at **No Cost!**

### **ACH Payment Option**

For ACH payments, the City can set templates in the ACH module within Online Banking/Cash Management platform to pay vendors. Payments can be one time, reoccurring, and future dated, and they can even be sent same day if desired. Dual control can be added to the ACH origination process if desired.

ACH services are being offered at No Cost to the City.



## CREDIT CARD PROCESSING TO ACCEPT DEBIT/CREDIT CARDS

### Merchant Payments Solutions



**BASYS<sup>®</sup>**  
PROCESSING

Providence Bank PremierBank

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**► RETAIL PROCESSING**

We have a full suite of options for our retail merchants. Whether you have an existing terminal or are a new business, we have a solution to fit your needs.



**► TERMINAL PROCESSING**

We have access to wholesale rates paired with the best service in the industry. Our program supports all major payment types including debit cards with quick and reliable funding.

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**► E-COMMERCE PROCESSING**

We can help you safely implement a payment solution for your E-Commerce business that best meets your needs, while helping your business reduce the risks and cost of fraud and chargebacks in the online world.



**► PETROLEUM PROCESSING**

BASYS works with numerous petroleum processing systems with high-speed authorizations paired with innovative reporting to keep your service station going.

---



**► MOBILE PROCESSING**

Whether it be processing via smartphone, on your tablet, or via a dedicated wireless terminal, we have a full suite of products to fit your needs.



**► BUSINESS TO BUSINESS PROCESSING**

Our online processing system, BASYS IQ helps to ensure that every transaction automatically contains the correct data to qualify for the lowest rates available, including level III.

---



**► RESTAURANT PROCESSING**

From fine dining to catering, from delivery to phone orders, we can accommodate your needs. We work with virtually all POS Systems on the market!



**► ANCILLARY SERVICES**

- Gift & Loyalty Card Programs
- Pin Debit Processing
- Online Reporting
- Check Processing

## Merchant Payments Solutions

---

Providence Bank partners with BASYS processing to provide payment solutions tailored to the needs of the City. We will perform an in-depth analysis of how the City accepts payments, and then design a program uniquely for the City. BASYS sets themselves apart in the industry, by providing the highest level of customer service. If you expect to reach an automated answering system when you call, you will be pleasantly surprised when a friendly voice from Basys answers your call and asks for your name ..... not an account number.

Generally, the cost of processing a card payment is the pass-thru cost of the transaction from MasterCard, Visa, Discover, etc., plus .50% plus .15 cents. However, if the City desires a detailed proposal for card processing, we would request the last three months of card processing statements, to help us determine the exact volume and types of card transactions being processed, so that we could prepare an apples to apples comparison.

### **Features and Benefits of Partnering with BASYS:**

- A friendly live voice answers the phone when you call customer support – no automated phone systems
- A knowledgeable Relationship Manager assigned to your account, who knows you by your name, not your account number
- An in-house PCI Compliance team that pro-actively reaches out before your annual PCI Compliance deadline to walk you through the entire process step-by-step.
- Extensive knowledge of card payment systems, to provide you with the best, customized solution
- Complimentary online access to your merchant reports and transaction history

### **Credit Card and Debit Card Acceptance:**

You will be able to accept customer payments using any of the major card brands: Visa, MasterCard, Discover, and American Express. You will also be able to accept EMV chip cards, and payment via mobile wallets.

### **Accept Cards Anywhere:**

Accepting payments anywhere and everywhere is becoming increasingly important. We offer solutions including terminals, virtual terminals, e-commerce, mobile solutions, and point of sale. In all cases, we will guide you to the solutions that are the best fit for where you process cards, and what type of cards you process.

### **First Class Support:**

You will always have access to a live, friendly voice when contacting the customer support team at our credit card processing partner, BASYS. An actual person, not an automated phone system, is available to solve any issues, and answer any questions you have.

### **Direct Contact:**

You will have a knowledgeable Relationship Manager assigned to your account. You will know their name. They will know you by your name, not your account number.

### **Interchange Experts:**

Our credit card processing partner, BASYS, is a direct processor, and understands how to provide the best possible rates, even with fleet and commercial cards. They will ensure that each of your transactions qualifies for the best available rates, including Level II and Level III.

### **In-House PCI Compliance:**

PCI Compliance is a requirement for all merchants involved in processing credit or debit cards. Significant penalties can result for not maintaining compliance. Our credit card processing partner, BASYS Processing, will pro-actively reach out before your annual PCI Compliance deadline to walk you through the process step-by-step, ensuring you become compliant, and remain that way.

### **Security:**

Security of our customers is a concern of great importance. We keep our customers protected with EMV processing, tokenization, encryption, retrieval assistance, and breach protection.

### **Free Online Reporting:**

All of our customers have access to free online reporting, 24-hours-a-day, 7-days-a-week. You will have instant, secure access to your processing data and analytics.

## REMOTE DEPOSIT SERVICES

### Remote Deposit Capture – Deposit Checks from Your Desktop

Providence Bank's Remote Deposit Capture eliminates trips to the bank by allowing the City's staff to deposit checks safely from the office simply by using a small check scanner and an easy-to-use online application. Plus, the City will enjoy more flexibility, with same business day credit if the checks are scanned prior to 6:00 p.m. CST. If you have multiple locations, checks can be deposited into a single Providence Bank account using multiple scanners.



### Mobile Remote Deposit

Our mobile deposit solution is ideal for entities with low check volumes and/or on-the-go field personnel. This application, the City can track deposit activity, assign individual login credentials, and include more than one check in a deposit. Depositing checks is simple as snapping a picture from a smartphone or tablet device anywhere and anytime, plus the funds will be received faster. Just the same as Remote Deposit Capture, same day business credit will be received if deposits are completed by 6 p.m. CST on any business day.





## Paycards For Employees

Providence Bank partners with Rapid! PayCard to provide payroll cards to our business clients. There is zero cost for the employer and minimal costs to the employee. The Rapid! Paycard provides an interest-bearing savings account with the paycard, issues cash back rewards based on cardholder spending habits and locations, and has one the largest ATM network that allows free access to cardholders.

### Features and Benefits to Employers:

- Easy to use administrative portal.
- Automated card order and inventory tracking.
- Easy replacement of lost/stolen cards.
- 24/7 support (web, email, and/or live agent).
- Multiple administrative user access with role restrictions.
- Instant loading and removal of funds for payroll corrections.
- Quality reporting (card order history, funds loaded, registrations, etc.).
- Batch registration of new cardholders.
- Fast and easy onboarding process, including instant issue.
- Manage compliance by state.
- Zero cost to employers.

### Employees:

- Virtually no cost to employees.
- User friendly cardholder website and mobile app.
- Mobile wallet integration.
- Access to free ATM networks, such as All-Point and MoneyPass.
- Free mobile check deposit.
- Instant access to earned wages, including electronic paystubs and W2's.
- Portability, meaning the cards can get direct deposits from other sources such as another employer.
- Financial products including – online bill pay, pay a person, interest bearing savings account, text and email alerts, and convenience checks.
- Ability to add cash to the card at locations, such as Wal-Greens.
- Cash back rewards available, generally vendor driven, and can range from 5% to 20%, based on spending habits and location.
- Free quality multi-lingual customer service available 24/7/365 (web, email, IVR, live agent).



**Exhibit C**

**CITY OF OSAGE BEACH, MISSOURI  
REQUEST FOR PROPOSALS – BANKING SERVICES**

**C. OTHER VALUE-ADDED**

|  |                                               | <b>Estimated<br/>Annual<br/>Units</b> | <b>Unit</b>                                                                                                                 | <b>Estimated<br/>Annual Cost</b> |
|--|-----------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|  | <b>eRemit</b>                                 |                                       | <b>Available for a<br/>fee which is<br/>individually<br/>quoted as<br/>there are<br/>several options<br/>to choose from</b> |                                  |
|  | <b>SmartPay-Online Payment<br/>Acceptance</b> |                                       | <b>Available for a<br/>fee which is<br/>individually<br/>quoted as<br/>there are<br/>several options<br/>to choose from</b> |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |
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|  |                                               |                                       |                                                                                                                             |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |
|  | <b>Total Annual Required Services</b>         |                                       |                                                                                                                             |                                  |
|  |                                               |                                       |                                                                                                                             |                                  |

## OTHER VALUE-ADDED BANKING SERVICES

Please feel free to describe any other added banking or related services that your financial institution would be willing to offer by summarizing on Exhibit C. These should include services not currently utilized by the City which would improve the efficiency of the City's financial operation.

### **eRemit – Check, Remote Deposit and Remittance Processing from your Desk**

eRemit saves time and expense on processing, depositing and posting incoming checks. It is simple to use, like standard remote deposit capture, eRemit not only allows your staff to scan checks for electronic deposit, but it also allows staff to scan remittance/payment coupons at the same time. eRemit then sends the deposit to the bank **AND** creates a file that is imported into the City's Accounts Receivable (A/R) system for automatic posting to your accounting software eliminating the resources, time, and cost of human manual key entry.

### **Benefits and Features for your Business**

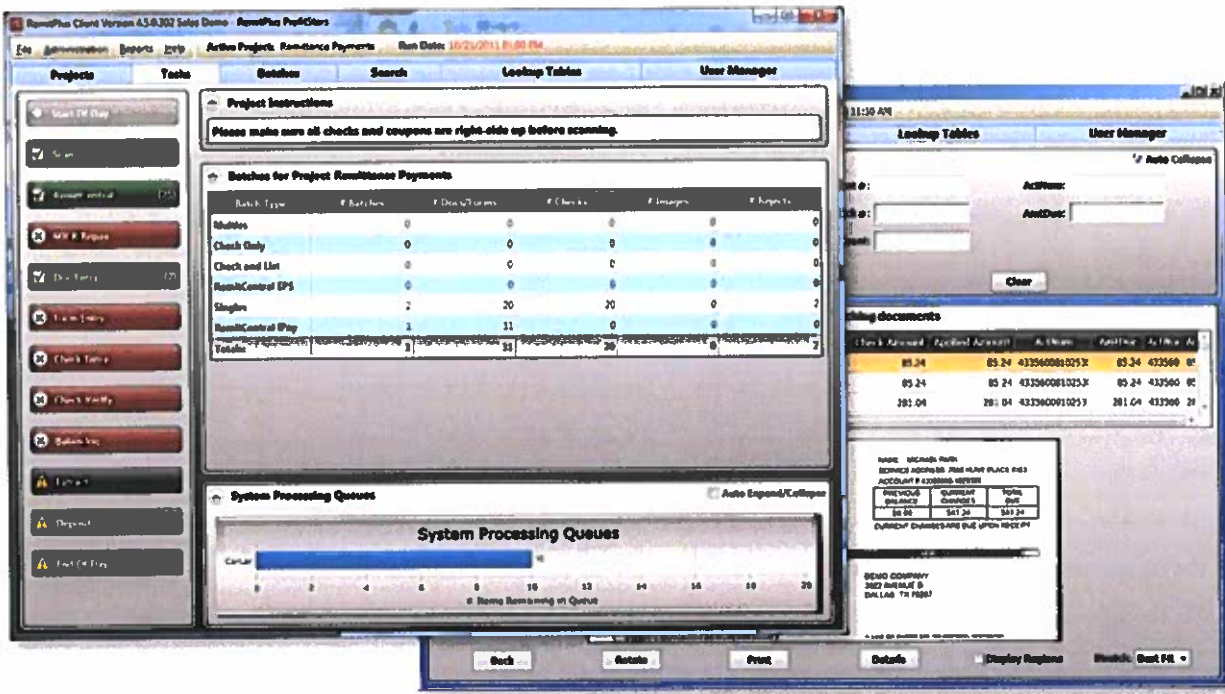
- Accounts Receivable (A/R) process improvement
- Research, reporting, and image archival
- Time and cost savings
- Increased operational efficiency
- Same- day credit for deposits received by 6:00 p.m. CT.
- Requires a scanner(s) and access to the internet. No other software or hardware is required.

### **What do eRemit Customers Have to Say?**

*"The time it has saved us from entering all those payments manually is unbelievable! Adding the capability to scan stubs and checks for billing systems in one COMBO is incredible. The time savings gained by not having to manually process every payment received, allows more quality time spent educating customers and selling our products and services. I give the scanner a little "love pat" every day before I start running the batches through. This process has made my life SO much easier, I shudder to think of what my day would be like if I had to manually enter every check again. – Utility Company*

*"We used to have 4 full time people that spent 8 hours per day to process payments. After installing eRemit, 1 person can do the same job in about 2 to 3 hours". – City Office*

## eRemit at a Glance



The above screens illustrate the entire process, from depositing to creation of the Accounts Receivable file. It is very simple and easy to use! Please let us know if you would like to have a demonstration to see the process from start to finish.

## WebPay – Online Payment Services

**Everything your business needs to accept online payments.**

WebPay is an online payment solution that easily integrates payment processing on the City's website. Accept credit cards and check payments, manage billing, and run your business all from a single platform!

Present billing invoices electronically, in addition to accepting online payments. WebPay allows you to choose payment timing and other critical payment details for your invoices. When payments are processed, it then provides an automated posting file for upload into the City's accounting software. We can custom design the payment portal to match the City's logo and colors without the need for any technical resources.

Your Providence Bank [Treasury Service](#) team will be there to help with setup, launch, and any questions you have on an ongoing basis.

## **BANK PROFILE**

Providence Bank is a multi-state locally owned community bank, with locations in Missouri, Illinois, Texas and Indiana. We strive to be a vital part of the day-to-day financial needs of the communities we serve and we continue to look for new and exciting ways to expand and strengthen our products and services, while retaining the integrity and commitment that can only be found at a community bank.

Since our start in banking in 1888, to the technology driven world of today, Providence Bank's commitment to friendly, knowledgeable customer service, high quality products and services, financial strength and desire to serve the community has always remained the same.

## **REQUIRED QUALIFICATIONS**

As of June 30, 2020, Providence Bank is or has the following qualifications that meet the specifications of the City of Osage Beach:

- Insured by the FDIC- Our FDIC number is 1643.
- FFIEC Tier 1 Leverage Capital Ratio of 12.8913%
- We are a State of Missouri chartered bank, with 14 full-service branches with one located in the City Osage Beach.
- We are a member of the St. Louis Federal Reserve for both cash and securities.
- Bauer Financial, a nationally recognized bank rating organization, has rated Providence Bank with its top rating of 5 Stars, which is Superior and one step above their Excellent rating. The rating is attached in the supporting documents.
- We can provide 100 percent collateralization on all of the City's deposits with collateral permitted by the State of Missouri and in compliance with the City's investment policy. We can also provide 100 percent collateralization through a Federal Home Loan Bank Irrevocable Letter of Credit.
- Providence Bank has the capacity to provide all of the "Required Services". No joint ventures, consortiums, or contract service providers will be utilized.

The 2019 year-end financial statements for Providence Bank and its Holding Company, Linco, are attached in the supporting documentation. Providence Bank is 100% owned by the Laurie family of Columbia, Mo.

In terms of how the City would rank in size, complexity of service and availability and expertise personnel, the City would be among one of our mid-size to large clients. Some of our larger clients maintain 80 plus accounts with us, utilize all of our Treasury/Cash Management services that have been requested by the City, plus lockbox and

purchasing card, and have average employees of 100 to 500 employees for ACH direct deposit.

In the following section of our proposal, we have provided the profile of our bank personnel that will serve as your client services team and will deliver top-notch personalized service and support. Cheri Walz will be your overall relationship manager. She lives at the Lake and her office is located here as well. She has over 31 years of experience in banking and is Certified Public Account (CPA) and a Certified Treasury Professional (CTP). Her team is experienced and has a long tenure in banking and with Providence Bank. We are available when you need us. As part of our concierge service, we establish scheduled meetings with the City to ensure the City is receiving the service they expect and that our services are meeting the City's expectations.

**YOUR COMMERCIAL BANKING SOLUTIONS IMPLEMENTATION,  
TRAINING AND SUPPORT TEAM -RESUMES AND ORG CHART**



**Role:** Cheri Walz – SVP – Electronic Banking and Treasury Management Manager

**Address:** 995 KK Drive  
Osage Beach, MO 65065

**Phone:** 573.353.8863

**Email:** cwalz@myprovidencebank.com

### **Responsibilities**

Cheri will lead the City's bank team focusing on quality of our services. She will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend and oversee implementation of products and services that meets the City's needs and goals, including financing solutions, treasury management and other banking services.
- Assist the City if realizing day-to-day operational efficiencies in alignment with your treasury goals.
- Address your overall satisfaction with the Providence banking relationship.

### **Bio**

Walz has over 31 years of banking experience. Her background is in finance, accounting, treasury management and bank operations. Before moving to lead the Treasury Management Department at Providence, she held the role of CFO for the prior 15 years at two different banks.. Walz holds a B.S. in Accounting and completed the Graduate School of Banking from Stonier and the Wharton Leadership program. Walz is a Certified Public Accountant (CPA), Certified Treasury Professional (CTP), and Certified Fraud Examiner (CFE).



**Role:** Michelle Abbott – VP -Electronic Banking & Treasury Management Coordinator

**Address:** 817 W Stadium Blvd  
Jefferson City, MO 6510

**Phone:** 573-761-3710

**Email:** mabbott@myprovidencebank.com

### **Responsibilities**

Michelle will assist and support the City with technical assistance to support the treasury services the City has in place. Her experience and specialized product knowledge of our cash management and treasury services will facilitate the timely resolution of all service issues and questions. Michelle and her team will also provide information, communication, training and guidance to your staff regarding various treasury products and services, policies, procedures, risk and controls.

### **Bio**

Abbott has over 23 years of banking experience. She joined Providence Bank in July 2002 and joined the Electronic Banking and Treasury Management department in 2005. Michelle graduated from Lincoln University with a B.S. in Business Administration. She has lived in the Wardsville/Jefferson City community her entire life.



**Role:** Susie Danforth – AVP -Osage Beach Banking Center Manager

**Address:** 995 KK Drive  
Osage Beach, MO 65065

**Phone:** 573-746-7213

**Email:** [sdanforth@myprovidencebank.com](mailto:sdanforth@myprovidencebank.com)

### **Responsibilities**

Susie will serve as lead for the City's depositary needs and will also focus on quality delivery of our services. She will serve as your primary point of contact for processing deposits, supplying banking supplies, providing rates on deposits and CD's and other full-service banking needs at the Osage Beach banking center.

### **Bio**

Danforth has over 40 years of banking experience. Her background is in bank operations and retail banking. She has served as the Osage Beach Banking Center Manager for 10 years and prior to that was the AVP of Operations for Central Bank for 20 years. Susie is long time resident of Camden County and Osage Beach.



**Role:** Peter Grefrath – Commercial Banking Officer – Jefferson City and Osage Beach Office

**Address:** 817 W Stadium Blvd  
Jefferson City, MO 65109

**Phone:** 573-761-3669

**Email:** [pgrefrath@myprovidencebank.com](mailto:pgrefrath@myprovidencebank.com)

### **Responsibilities**

Peter will assist and support the City with lending requests for equipment, real estate, or other purposes. He has proven successful in providing both lending and business solutions and prides himself in being a trusted advisor. A strong believer in customer service, Peter's willingness to provide personal attention to his clients is one of his best attributes.

### **Bio**

Grefrath has over 10 years of banking experience, with 5 years of service at Providence Bank in a lending role. He graduated from the University of Columbia with a B.S. in Economics. He has lived around the central Missouri area all of his life and also has a residence in the Lake Ozark area.



| <b>ELECTRONIC BANKING AND TREASURY MANAGEMENT TEAM</b>                                                                                                                 |                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cheri Walz</b><br>SVP, Overall Account Relationship Manager                                                                                                         | 573.644.7141 o<br>573.353.8863 c<br>cwalz@myprovidencebank.com                                                                                |
| <b>Michelle Abbott</b><br>VP Electronic Banking and Treasury Management Coordinator                                                                                    | 573.761.3710<br><b>mabbott@myprovidencebank.com</b>                                                                                           |
| <b>Erin Larimore</b><br>Electronic Banking and Treasury Management Support Specialist                                                                                  | 573.761.3700<br>elarimore@myprovidencebank.com                                                                                                |
| <b>Stephanie Silva</b><br>Electronic Banking and Treasury Management Support Specialist                                                                                | 573.761.3700<br>ssilva@myprovidencebank.com                                                                                                   |
| General Department Email                                                                                                                                               | ebanking@myprovidencebank.com                                                                                                                 |
| <b>ELECTRONIC BANKING AND TREASURY SERVICES</b>                                                                                                                        |                                                                                                                                               |
| <b>Products Supported:</b><br>Online Banking<br>Treasury/Cash Management<br>ACH<br>Wires<br>Remote Deposit<br>Positive Pay<br>ACH Blocks/Filters<br>Commercial P-Cards | <b>Responsibilities</b><br>Technical Support<br>Product Support<br>Access Interruptions<br>Authorization Changes<br>New Products and Services |
| <b>OSAGE BEACH BANKING CENTER - DAY TO DAY ACCOUNT OPERATIONS</b>                                                                                                      |                                                                                                                                               |
| <b>Susie Danforth</b><br>AVP, Banking Center Manager                                                                                                                   | 573.746.7213<br>sdanforth@myprovidencebank.com                                                                                                |
| <b>Dennis Patterson</b><br>Assistant Banking Center Manager                                                                                                            | 573.746.7220<br>dpatterson@myprovidencebank.com                                                                                               |
| Banking Center Number                                                                                                                                                  | 573.302.1117                                                                                                                                  |
| <b>DAY TO DAY ACCOUNT SUPPORT</b>                                                                                                                                      |                                                                                                                                               |
| <b>Products Supported:</b><br>New Accounts<br>Account balances<br>Cashier's checks<br>Debit cards<br>New signature cards                                               | Safe deposit box access<br>Cash and Coin Services<br>Deposits<br>Overdrafts<br>Stop pays                                                      |
| <b>PLEDGING AND COLLATERAL</b>                                                                                                                                         |                                                                                                                                               |
| <b>Darrell Wolken</b><br>SVP, Controller                                                                                                                               | 573.644.7139<br>dwolken@myprovidencebank.com                                                                                                  |
| <b>DEPOSIT OPERATIONS</b>                                                                                                                                              |                                                                                                                                               |
| <b>Jim Haslag</b><br>SVP, Director of Deposit Services                                                                                                                 | 573.761.3666<br>jhaslag@myprovidencebank.com                                                                                                  |
| <b>Vicki Harkenstein</b><br>Universal Deposit Services Specialist                                                                                                      | 573.761.3666<br><b>vharkenstein@myprovidencebank.com</b>                                                                                      |
| <b>Rachelle Odom</b><br>Deposit Services Specialist                                                                                                                    | 573.761.3666<br>rodom@myprovidencebank.com                                                                                                    |
| General Department Email                                                                                                                                               | depositops@myprovidencebank.com                                                                                                               |
| <b>DEPOSIT OPERATIONS SERVICES</b>                                                                                                                                     |                                                                                                                                               |
| Returns<br>Domestic and International Wires<br>Account Research                                                                                                        |                                                                                                                                               |

## COMMUNITY INVOLVEMENT/REINVESTMENT

We are proud to participate in several associations and groups in the Osage Beach and Lake Ozark community.

- Susie Danforth was on the Parkway West Business Association Board
- Bob Tostenrud is our current LORDEC representative
- Cheri Walz, Susie Danforth, Bob Tostenrud are involved with local Chamber of Commerce associations.

We also make charitable donations to:

- Kids Harbor
- CADV – Citizens Against Domestic Violence
- Foster Care Adoption
- Lake Regional Hospital Ball
- Project Graduation
- Osage Beach Senior Center
- Forget Me Not Horse Rescue & Sanctuary
- Newcomers & Longtimers
- Osage Beach Fire Protection District
- Osage Beach Elks
- Rotary Club in Osage Beach

## REFERENCES

Housing Authority of the City of Columbia  
201 Switzler Street  
Columbia MO 65203  
Mary Harvey, CFO – [mharvey@columbiaha.com](mailto:mharvey@columbiaha.com) – 573.554.7003

Lincoln School District R-IV  
701 W Elm Street  
Winfield, MO 63389  
Daniel Williams, Superintendent – [dwilliams@winfieldriv.us](mailto:dwilliams@winfieldriv.us) – 636.668.8188

Paige Sports Entertainment  
302 Campusview Drive, Ste. 108  
Columbia, MO 65201  
Amber Snider, CFO – [amber@paigesports.com](mailto:amber@paigesports.com) – 573.447.8000

**EXHIBIT D**

**CITY OF OSAGE BEACH, MISSOURI REQUEST FOR PROPOSALS-BANKING SERVICES**

**FINANCIAL INSTITUTION NAME: PROVIDENCE BANK**

APPLICATION TO ACT AS DEPOSITORY FOR FUNDS FOR THE CITY OF OSAGE BEACH, MISSOURI.

To: Karri Bell  
City Treasurer  
City of Osage Beach, Missouri 1000 City Parkway  
Osage Beach, MO 65065

The undersigned certifies that the financial institution submitting this proposal is an institution eligible to be a depository of public funds pursuant to Missouri Statutes.

The undersigned hereby proposes, if selected by the City of Osage Beach, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, initialed on each page, the financial institution officially agrees to provide the services requested and this agreement covers all the terms, conditions, and specifications of this proposal. The prices shall remain fixed for a period of four years.

**Proposing Financial Institution: PROVIDENCE BANK**

By: Cheri Walz

Title: SVP, Electronic Banking & Treasury Mgmt. Manager

EXHIBIT E

CITY OF OSAGE BEACH, MISSOURI  
REQUEST FOR PROPOSALS-BANKING SERVICES

NON-COLLUSION AFFIDAVIT

CITY OF OSAGE BEACH

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Cheri Walsh

Bidder or Agent

For: PROVIDENCE BANK

\_\_\_\_\_  
Firm or Corporation

Subscribed and sworn to before me this 17 day of August, 2020.

My Commission Expires May 23, 2024

Janette L. Danforth



JANETTE L. DANFORTH  
My Commission Expires  
May 23, 2024  
Camden County  
Commission #12487755

**EXHIBIT F**

**ADDENDUM NO. 1**

**For the Osage Beach RFP for Banking Services**

This Addendum is hereby made a part of the official documents for the above referenced RFP. The bid is hereby amended as described herein.

**CHANGES AND/OR ADDITIONS**

Additions –Exhibit F (City of Osage Beach, Investment Policy) was not included in the distribution of the original RFP and is included in this Addendum No. 1.

**YOU MUST ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 IN YOUR BIDDING DOCUMENTS BY INCLUDING IT WITH THE SEALED BID. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.**

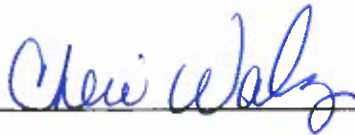
**END OF ADDENDUM.**

Providence Bank acknowledges receipt of the City of Osage Beach Investment Policy. We also acknowledge that we are in compliance with the City's Investment Policy and agree to the requirements below.

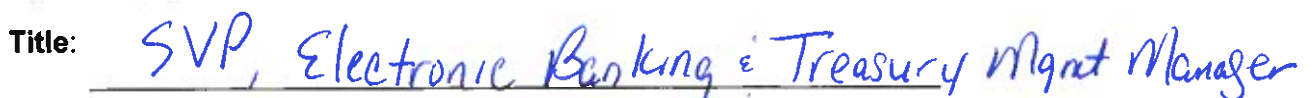
1. Financial institution agrees to review the City investment policy and agrees to disclose potential conflicts or risks to the City's funds that might arise out of business transactions between the financial institution and the City.
2. Financial institution agrees to undertake reasonable efforts to preclude imprudent transactions involving City funds.
3. Financial institution agrees to notify the City in advance of a change in senior relationship managers.
4. Financial institution agrees to notify the City of any new or modified services offered by the financial institution that would be beneficial for the City.
5. Financial institution agrees to provide the City with annual financial statements.
6. Financial institution is an institution eligible to be a depository of public funds under Missouri Statutes.

**Proposing Financial Institution: PROVIDENCE BANK**

**By:**



**Title:**



## **SUPPORTING DOCUMENTATION**

- Financial Institution Profile Data
- Bauer Bank Rating
- Statement of Equal Opportunity Employment Practices

## **FINANCIAL PROFILE**

The 2019 year-end financial statements for Providence Bank and its Holding Company, Linco, are attached in the supporting documentation. Providence Bank is 100% owned by the Laurie family of Columbia, Mo.

In terms of how the City would rank in size, complexity of service and availability and expertise personnel, the City would be among one of our mid-size to large clients. Some of our larger clients maintain 80 plus accounts with us, utilize all of our Treasury/Cash Management services that have been requested by the City, plus lockbox and purchasing card, and have average employees of 100 to 500 employees for ACH direct deposit.

In the following section of our proposal, we have provided the profile of our bank personnel that will serve as your client services team and will deliver top-notch personalized service and support. Cheri Walz will be your overall relationship manager. She lives at the Lake and her office is located here as well. She has over 31 years of experience in banking and is Certified Public Account (CPA) and a Certified Treasury Professional (CTP). Her team is experienced and has a long tenure in banking and with Providence Bank. We are available when you need us. As part of our concierge service, we establish scheduled meetings with the City to ensure the City is receiving the service they expect and that our services are meeting the City's expectations.

## Providence Bank | PRIVATE COMPANY

(MI KEY: 1012858; SPCIQ KEY: 46710256)

### Financial Highlights

Source: SNL Financial

| Quarterly Period Ended          | 3/31/2020 | 6/30/2020 |
|---------------------------------|-----------|-----------|
| Total Assets (\$000)            | 1,101,967 | 1,183,567 |
| NPAs/Assets (%)                 | 1.27      | 1.17      |
| NPA Excl. Rest/Assets (%)       | 1.19      | 1.08      |
| Reserves/Loans (%)              | 1.00      | 0.94      |
| Tang Equity/ Tang Assets (%)    | 13.52     | 12.78     |
| Tier 1 Leverage Ratio (All) (%) | 13.52     | 12.89     |
| Net Interest Margin, FTE (%)    | 3.44      | 3.40      |
| ROAA (%)                        | 0.65      | 0.79      |
| ROAE (%)                        | 4.20      | 5.53      |
| Efficiency Ratio (FTE) (%)      | 75.61     | 68.45     |
| Net LCOs/ Avg Loans (%)         | 0.22      | 0.34      |



## Providence Bank - Columbia, MO

Certificate # 1643

is rated: **5 STARS**

### STAR RATING DEFINITIONS:

**5 STARS**

**Superior** (These institutions are recommended by Bauer.)

**4 STARS**

**Excellent** (These institutions are recommended by Bauer.)

**3 1/2 STARS**

**Good**

**3 STARS**

**Adequate**

**2 STARS**

**Problematic**

**1 STAR**

**Troubled**

**ZERO STARS**

**Our lowest rating**

**N.R.  
NOT RATED**

Credit Unions that either: have less than \$1.5 million in assets, are not NCUA insured or are too new to rate

## Providence Bank Employee Handbook

|                 |                                                   |                           |                       |
|-----------------|---------------------------------------------------|---------------------------|-----------------------|
| <b>POLICY:</b>  | <b>Equal Employment Opportunity and Diversity</b> | <b>POLICY #:</b>          | <b>100</b>            |
| <b>SECTION:</b> | <b>General Policies</b>                           | <b>EFFECTIVE DATE:</b>    | <b>April 22, 2011</b> |
| <b>PAGE:</b>    | <b>1 of 1</b>                                     | <b>LAST REVISED DATE:</b> | <b>June 20, 2018</b>  |

Providence Bank endorses the principle that all individuals are entitled to equal employment opportunities. Accordingly, it is the policy of Providence Bank to provide and to promote equal employment opportunity for all persons on the basis of merit, (possessing the necessary skills, education, and experience), regardless of that person's race, color, religion, sex, pregnancy, age, national origin, ancestry, citizenship status, disability, genetic information or condition, marital status, sexual orientation, gender identity or expression, military status or status as a veteran, or any other categories protected by federal, state, or local law.

This policy relates to all aspects of employment, including recruitment and selection, training and staff development, transfers and promotions, job classification, supervision, compensation, discipline, job assignments, layoffs and terminations, and access to benefits, recreation and social activities. It is also our policy that no program or activity, including employment, which is administered by Providence Bank shall exclude from participation, deny benefits to, or subject to discrimination, any individual solely by reason of his or her disability.

Providence Bank will make reasonable accommodations for qualified individuals with known disabilities, or for religious beliefs or practices, unless doing so would result in an undue hardship.

Employees with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor, directly to any member of management or Human Resources. Employees may report concerns regarding discrimination without fear of retaliation. If the Bank determines that unlawful discrimination has occurred, effective remedial action commensurate with the severity of the offense will be taken. Any employee determined by the Bank to be responsible for inappropriate or unlawful conduct will be subject to appropriate disciplinary action, up to and including termination from employment.

As required by federal law, the Bank also has an Affirmative Action Plan which is designed to ensure equal employment opportunity.





## ACCEPTANCE FORM – REQUEST FOR PROPOSAL FOR BANKING SERVICES

The Undersigned, City of Osage Beach, confirms to have read, understood and accepted the terms of the Request for Proposal (RFP) –for Depository Services submitted by Providence Bank dated August 17, 2020, effective January 1, 2021 and continuing for a period of four years, with options to extend for an additional two years.

Please contact, \_\_\_\_\_, of the City of Osage Beach to discuss the plan to transition and to establish all of the requested banking services with Providence Bank.

Board Approval Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

---

Please return signed form to: Providence Bank  
Attention: Cheri Walz  
995 KK Drive  
Osage Beach, MO 65065





## **SECURITIES CUSTODIAL AGREEMENT**

THIS SECURITIES CUSTODIAL AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ between the Federal Home Loan Bank of Des Moines ("Custodian"), \_\_\_\_\_ ("Pledgor") and \_\_\_\_\_ ("Secured Party").

### **SECTION 1. ACCEPTANCE OF PLEDGED SECURITIES.**

The Custodian agrees to accept written or facsimile transmitted instructions from Pledgor from time to time, to accept and hold securities ("Pledged Securities") in the Pledgor's Safekeeping Account on behalf of the Secured Party, in the form of Exhibit A, as amended from time to time, subject to the provisions of this Agreement. The Pledgor's Safekeeping Account shall identify the Pledged Securities as being held for the benefit of the Secured Party. Secured Party and Pledgor hereby authorize Custodian to utilize any book-entry system and third party depositories to the extent possible in connection with its performance hereunder. The parties agree that it is intended that Custodian act as a "securities intermediary" with respect to Pledged Securities, that all Pledged Securities shall be treated as "financial assets," and that the Secured Party is an "entitlement holder" as such terms are defined in the Uniform Commercial Code.

### **SECTION 2. CUSTODY RECEIPTS AND STATEMENTS.**

- a. Custodian shall deliver a Custody Receipt for the Pledged Securities to the Secured Party and Pledgor evidencing the Custodian's acceptance of the Pledged Securities pursuant to this Agreement.
- b. The Custodian shall periodically prepare and deliver to Pledgor and Secured Party statements evidencing the Pledged Securities held for the benefit of Pledgor.

### **SECTION 3. COLLECTION OF DIVIDENDS AND INTEREST.**

The Custodian shall have no obligation to the Pledgor or to the Secured Party to collect or to attempt to collect any interest, dividends, proceeds of sale or other monies due and collectible on or with respect to any of the Pledged Securities delivered to it hereunder. Notwithstanding the foregoing, the Custodian shall accept such interest, dividends, proceeds of sale and other monies as are tendered to it arising from such Pledged Securities and shall transfer those funds to the Pledgor, unless the Custodian has received written notice from the Secured Party that the Pledgor is in default in its obligations to any Secured Party. The Secured Party agrees that the Custodian shall not be liable to any person, including the Secured Party, for any interest, dividends, and proceeds of sale or other monies as are tendered directly to and received by the Pledgor.

#### **SECTION 4. WITHDRAWAL AND SUBSTITUTIONS OF PLEDGED SECURITIES.**

a. Pledgor authorizes Custodian to comply with all entitlement orders originated by Secured Party with respect to the Pledged Securities without further consent or direction from Pledgor or any other party.

b. Custodian shall not release exchange, transfer, substitute or otherwise dispose of the Pledged Securities without the prior written consent of the Secured Party in the form of Exhibit A, as amended from time to time. The delivery to the Pledgor or its designee of any Pledged Securities withdrawn from safekeeping hereunder in compliance with this Section shall constitute a complete release and discharge of the Custodian from all responsibility for or liability to any person with respect to such Pledged Securities.

#### **SECTION 5. DEFAULT BY PLEDGOR.**

If the Custodian has received written notice from the Secured Party that the Pledgor is in default in Pledgor's obligations to the Secured Party, Secured Party shall have full power and authority to direct Custodian to transfer the Pledged Securities to Secured Party, together with any accrued interest thereon.

#### **SECTION 6. FEES AND COMPENSATION.**

The Pledgor shall be responsible for payment of any fees of the Custodian for services rendered under this Agreement.

#### **SECTION 7. CUSTODIAN'S RESPONSIBILITIES AND LIABILITIES.**

a. The Custodian shall exercise reasonable care and diligence in the possession, retention and protection of the Pledged Securities delivered to it hereunder. The Custodian shall be required to perform only those duties specifically set forth in this Agreement and no additional duties, express or implied, shall be imposed on the Custodian hereunder or by operation of law, including, but not limited to, the duties of a trustee under a trust indenture. The Custodian makes no other representations or warranties of any kind with respect to the safekeeping services to be provided hereunder, except as specifically set forth in this Section.

b. The Custodian shall at all times be entitled to act upon the instructions and authorizations of appropriate officers of the Pledgor and the Secured Party in the performance of its duties hereunder, and shall at all times be entitled to rely upon the accuracy and integrity of all such certificates and representations made to the Custodian. No duty of independent investigation of any authorization, certification or representation made by the Pledgor or Secured Party shall be imposed on the Custodian under this Agreement or by operation of law.

c. Neither the Custodian nor any of its directors, officers, employees or agents shall be liable for any loss resulting from any action taken or omitted hereunder unless such loss is proximately caused by its or their negligence or willful misconduct. Any liability on Custodian's part for loss or damage to such Pledged Securities shall be limited to the market value thereof on the date of discovery of such loss or the date on which the loss occurred, whichever amount shall be greater. Custodian shall not be liable for consequential damages.

## **SECTION 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PLEDGOR.**

The Pledgor represents, warrants, and covenants as follows:

- a. The Pledged Securities held hereunder are genuine, in bearer form or are otherwise freely negotiable.
- b. Pledgor owns the Securities in the Pledgor's Safekeeping Account free and clear of all liens, claims, security interests and encumbrances, except those granted to Secured Party and Pledgor has rights in the Pledged Securities sufficient to allow it to grant a security interest therein pursuant to this Agreement.
- c. Pledgor has taken all necessary corporate action in order to enter into this Agreement and to perform its duties hereunder. Execution, delivery and performance of this Agreement will not violate any law, rule, or order to which the Pledgor may be subject, nor will it violate any contract, agreement, or obligation to which the Pledgor may be bound.
- d. The Pledgor shall indemnify, defend and hold harmless the Custodian and its directors, officers, employees and agents from and against any liabilities, claims, demands, obligations or contentions asserted by any person, including, but not limited to, the Secured Party, and all costs and expenses, including, but not limited to, attorney's fees (whether or not suit is instituted) arising out of or in any way incident or related to the safekeeping services provided for hereunder, provided, however, that no duty or indemnity shall exist when the liabilities, costs or expenses are incurred by reason of Custodian's gross negligence or willful misconduct under the terms of this Agreement.

## **SECTION 9. TERMINATION.**

This Agreement and the duties and responsibilities hereunder of the parties hereto shall remain in effect until the occurrence of one or more of the following events:

- a. Delivery by Custodian to Pledgor and Secured Party of written notice of Custodian's resignation as Custodian hereunder, such resignation to be effective thirty (30) days following such delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.
- b. Delivery of written notice signed by Pledgor and Secured Party to Custodian terminating this Agreement, such termination to be effective thirty (30) days following delivery, at which time Custodian shall deliver all Pledged Securities in its possession hereunder as directed by written instruction signed by both the Pledgor and the Secured Party.



## **SECTION 10. NOTICES.**

Any and all notices required by this Agreement shall be by facsimile transmission or in writing, delivered by hand or shall be mailed by first-class, registered, certified mail; postage prepaid, or express mail and delivered to the following addresses:

If to the Pledgor:

Company Name:  
Attn:  
Address:  
City/State/Zip:

If to the Custodian:

Federal Home Loan Bank of Des Moines  
Skywalk Level  
Attn: Securities Safekeeping  
801 Walnut Street, Suite 200  
Des Moines, IA 50309-3513

If to the secured party:

Company Name:  
Attn:  
Address:  
City/State/Zip:

## **SECTION 11. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and understanding of the parties and may not be altered, modified or rescinded except upon the express written consent of all parties hereto.

## **SECTION 12. APPLICABLE LAW.**

This Agreement is made and executed within the State of the Secured Party and its terms and provisions shall be interpreted and construed in accordance with the laws of said state.

## **SECTION 13. SEVERABILITY.**

In the event that any provision of this Agreement shall be held or declared illegal or invalid for any reason, then the remaining provisions hereof shall not be affected thereby, but shall be fully severable, and shall be enforceable according to the terms thereof.

## **SECTION 14. SUCCESSORS.**

This Agreement shall inure to the benefit, apply to and be binding upon any successors of the parties hereto.

**SECTION 15. ASSIGNMENT.**

None of the parties shall assign this Agreement or any of the duties imposed hereunder without first obtaining the written consent of all the parties.

**IN WITNESS WHEREOF**, the Pledgor, Secured Party and the Custodian have caused this Agreement to be executed by their duly authorized officers as of the date first above written

**CUSTODIAN: FEDERAL HOME LOAN BANK OF DES MOINES**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**SECURED PARTY:**

By: \_\_\_\_\_

Typed Name:  
Title:

**PLEDGOR:**

By: \_\_\_\_\_

Typed Name:  
Title:

## **Exhibit A**

### **PLEDGE OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
Pledgor hereby assigns and pledges the securities listed below to \_\_\_\_\_.  
This Assignment is subject to all terms and conditions set forth in the Agreement referenced  
above.

#### **Description of Pledged Securities**

| <b>Reference #</b> | <b>Cusip #</b> | <b>Original Par Value</b> | <b>Par Value to be Pledged</b> |
|--------------------|----------------|---------------------------|--------------------------------|
|                    |                |                           |                                |
|                    |                |                           |                                |
|                    |                |                           |                                |
|                    |                |                           |                                |

Pledgor: \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

### **WITHDRAWAL OF SECURITIES**

Pursuant to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_,  
The securities listed below that are pledged to \_\_\_\_\_ are to be withdrawn.  
The withdrawal of Pledged Securities is subject to all terms and conditions set forth in the  
Agreement referenced above.

#### **Description of Withdrawn Securities**

| <b>Reference #</b> | <b>Cusip #</b> | <b>Original Par Value</b> | <b>Par Value to be Released</b> |
|--------------------|----------------|---------------------------|---------------------------------|
|                    |                |                           |                                 |
|                    |                |                           |                                 |

### **CONSENT**

Secured Party does hereby consent to the withdrawal of securities as described above. With  
respect to such withdrawn securities, Secured Party acknowledges that Secured Party has  
no further right, title or interest in such securities.

Secured Party \_\_\_\_\_

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

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B**  
**AMENDMENT TO THE SECURITIES CUSTODIAL AGREEMENT FOR ADDITIONAL SECURED PARTY AUTHORIZED AGENTS**

**Additional Secured Party Authorized Representative:**

**First Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Additional Secured Party Authorized Representative:**

**Second Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Additional Secured Party Authorized Representative:**

**Third Public Unit Agent to be authorized**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

I certify that I, \_\_\_\_\_, am the Secretary (or other authorized  
individual) of: (Secured Party Name) \_\_\_\_\_, and that the

individuals identified herein are authorized to perform all acts necessary or customary pursuant

to the Securities Custodial Agreement ("Agreement"), dated \_\_\_\_\_.

**Original Agreement date**

\_\_\_\_\_  
**Signature of Certifying Public Unit Agent**

I, \_\_\_\_\_, attest to the above signature on the \_\_\_\_\_  
**Print Name of Attesting Public Unit Agent**  
day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Signature of Attesting Public Unit**

**Agent**

**Pledgor Name:** \_\_\_\_\_

**Print FHLB Member Name**



## BUSINESS DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** The terms "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal, if you are an entity eligible to open such account. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

**GENERAL RULES.** The following rules apply to your account:

**1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such item.

**3. Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

**4. Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**5. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.

**6. Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. You authorize us to deduct such loss, cost or expense from your account without prior notice to you.

**7. Dormant Accounts.** You understand that if your account is dormant, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

**8. Escrow, Trust, Fiduciary and Custodial Accounts.** When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**9. Additional Documents to Open Account.** You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

**10. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize

your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise) that you or we may suffer or incur as a result of this practice.

**11. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**12. Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

**13. Amendments and Alterations.** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

**14. Notice.** You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**15. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**16. Closing Account.** We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**17. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**18. Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

**19. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of

Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**20. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**21. Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

**22. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

**23. Preauthorized Checks or Drafts.** You should guard information about your account (such as our routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**24. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds available to pay a check, preauthorized transfer, or other debit activity presented for payment, we may (1) return the item, or (2) pay the item at our discretion. If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. Overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the Fee Schedule or other Disclosures. Unless we advise you otherwise, we will process checks and other debit items in an order determined in our sole discretion.

**25. Stop Payments.** If you request us to stop payment on a check you have written or on an electronic fund transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments on checks or drafts are effective for 6 months. Stop payments on EFT debit transfers will remain in effect until the earliest of either your withdrawal of the stop payment order; the return of the debit entry; or, six months from the date of the stop payment order, unless it is renewed in writing. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**26. Statements.** We will provide you with a periodic statement showing the account activity. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**27. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

**28. Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

**29. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**ACCOUNT SPECIFIC PROVISIONS.** In addition to the General Rules, the following rules apply to specific types of accounts:

#### **CHECKING AND NOW ACCOUNTS**

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.



**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

## **MONEY MARKET AND SAVINGS ACCOUNTS**

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations.** Federal regulation restricts the number of transfers or withdrawals you can make on a Money Market Account and Savings Account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. Certain transfers or withdrawals will count toward the transaction limitations.

**Transfers or Withdrawals Subject to Transaction Limitations.** This transaction limitation includes transfers or withdrawals made to a third party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

**Transfers or Withdrawals Not Subject to Transaction Limitations.** There is **no limit** on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

If these restrictions are violated, we may be required to close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account.

## **CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior To Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

**Early Withdrawal Penalty.** We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.



## BUSINESS ONLINE BANKING TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions are one of the Terms and Conditions referred to in Providence Bank's Cash Management Master Agreement (the "**Master Agreement**") and relate to the Business Online Banking Service offered by Providence Bank, which is one of the Services referred to in the Master Agreement. Throughout these Terms and Conditions, (a) Providence Bank is referred to as "**we**," "**us**" or "**our**," (b) the person or entity using the Business Online Banking Service is referred to as "**you**" or "**your**," and (c) capitalized terms used but not defined in these Terms and Conditions have the meanings given to them in the Master Agreement or in the General Terms. Your use of the Business Online Banking Service is subject to these Terms and Conditions, the Master Agreement and the other documents comprising the Agreement as specified in the Master Agreement. It is also subject to any terms of use relating to the Internet site through which you access the Business Online Banking Service but, if there is a conflict between those terms of use and the Agreement, the terms of the Agreement control.

2. **Description of the Business Online Banking Service.** The Business Online Banking Service is an Internet-based information reporting and transaction initiation service. Details regarding the functionality of the Business Online Banking Service and certain formatting and other technical requirements that you must follow when using the Business Online Banking Service are provided in the Business Online Banking Service Documentation.

3. **Functions Available Through the Business Online Banking Service.**

(a) The functions that are available through the Business Online Banking Service are described in the Business Online Banking Service Documentation. Those functions will generally allow you to: (1) review and download information, statements, reports and notices regarding your Designated Account(s); (2) transfer funds among your Designated Accounts; (3) direct payments from your Designated Account(s) to pay bills to third parties; and (4) access or otherwise use certain aspects of our other Services (subject to the Terms and Conditions for those other Services).

(b) We may, in our discretion, only make certain of the functions of the Business Online Banking Service available to you and may change the functions that are available to you from time to time. Additional functions may be made available to you and other functions may be deleted in our discretion and without prior notice.

(c) You will not use a third party to access information or give us instructions through the Business Online Banking Service and, if you use a third party to do so, (1) you are responsible for all acts, errors and omissions of such third party and (2) each reference to you in these Terms and Conditions includes that third party, as appropriate.

4. **Availability and Contingency Plans.** The Business Online Banking Service will generally be available 24 hours per day, 7 days per week except during maintenance periods. If, for any reason, the Business Online Banking Service is unavailable, you are solely responsible for accessing information regarding, or initiating transactions to or from, a Designated Account by an alternative method.

5. **Accuracy of Information and Timing of Transactions.** We will use commercially reasonable efforts to provide information regarding a Business Online Banking Terms and Conditions

Designated Account to you through the Business Online Banking Service in a timely fashion. In that regard, certain information may be delayed before it is available through the Business Online Banking Service and any information provided to you through the Business Online Banking Service prior to the completion of our end-of-day processing is not final and is subject to change. We will use commercially reasonable efforts to act on requests to transfer funds among your Designated Accounts and other instructions we receive through the Business Online Banking Service before the deadline we establish from time to time on the same business day we receive them. Instructions we receive through the Business Online Banking Service with respect to another Service are subject to any deadlines set forth in the Terms and Conditions for that Service.

6. **Bill Payments.**

(a) The bill payment function of the Business Online Banking Service permits you to direct payments from a Designated Account to third parties (businesses or individuals). You may use the bill payment function of the Business Online Banking Service with one or more Designated Accounts, but any such Designated Account must be a checking Account and, to the extent we permit you to establish an account with such a requirement, may not require multiple signatures for withdrawal purposes. While we coordinate bill payments with a third party service provider, that third party service provider performs all functions in connection with bill payments. Our third party service provider is solely responsible and liable for administration of the bill payment function of the Business Online Banking Service and you will follow all directives of that third party service provider.

(b) All payments you make through the bill payment function of the Business Online Banking Service (1) must be payable in U.S. dollars to a payee located in the United States and (2) will be deducted from a Designated Account. We reserve the right to restrict types of payees from time to time. You should not use the bill payment function of the Business Online Banking Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. If you use the bill payment function of the Business Online Banking Service for such payments, any late charges, interest or other damages will be your sole responsibility if your payment is delayed or improperly processed or credited, regardless of whether such issue is your fault.

(c) Funds must be available in a Designated Account on the scheduled Payment Date. If the date you schedule a payment to be initiated is not a Business Day, funds must be available in the Designated Account the following Business Day. After funds are withdrawn from a Designated Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

(d) You may choose to schedule payments to occur at regular intervals (each such payment is referred to in these Terms and Conditions as a "**recurring payment**"). If a recurring payment is chosen, the payment will be made automatically each billing period. If the payment is not a recurring payment, it is referred to in these Terms and Conditions as a "**one-time payment**". One-time payments are not made until you enter the amount of the current bill. To ensure on-time

payments, you should allow the time frames as listed within the System. If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.

(e) We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with these Terms and Conditions. We will not be liable in any way for Claims or Losses resulting from delays in mail delivery, for changes to the payee's address or account number, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond our reasonable control.

(f) If you ask us to cancel a payment made by check after the check is issued and we agree to do so, we may charge you a fee. Upon termination of your use of the bill payment function of the Business Online Banking Service, you will be responsible for making arrangements to pay any future payments. We reserve the right to refuse to pay a Payee for reasons we deem sufficient.

(g) The bill payment function is also subject to a separate set of terms and conditions as they are in effect from time to time. The current

version of that separate set of terms and conditions is set forth in Attachment 1 to these Terms and Conditions. If there is a conflict between that separate set of terms and conditions and the Agreement, the terms of that separate set of terms and conditions will control.

#### 7. Security Procedures.

(a) The Security Procedures for controlling access to information and for verifying the authenticity of instructions we receive through the Business Online Banking Service include the requirement that your Authorized Users log on to the Business Online Banking System using Credentials. However, using the Business Online Banking Service to access information and provide us instructions with regard to other Services may be subject to additional Security Procedures as provided in the Terms and Conditions for those other Services.

(b) You agree these Security Procedures are commercially reasonable for you in light of the anticipated size, type and frequency of your instructions.

## **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Providence Bank through a third party service provider.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you will have the choice whether you want the payment to process before or after the non-Business Day. Scheduled Payment Dates must be prior to any late date or grace period. When you select a Scheduled Payment Date, the Service will display the Process Date. The Process Date is the date on which we will initiate the Scheduled Payment. For a payment we make electronically by electronic funds transfer (including Automated Clearing House or "ACH" entries) this is also the date when we will debit your Payment Account for that Scheduled Payment. For a Scheduled Payment we make by check, we will not debit your Payment Account until the check is presented to us for payment.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

#### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

#### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 877-242-6938 during Customer Service hours.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

1. Telephone Bill Pay Support at 877-242-6938 during Customer Service hours; and/or
2. Email us at [ebanking@myprovidencebank.com](mailto:ebanking@myprovidencebank.com)

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.



## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.



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## CASH MANAGEMENT MASTER AGREEMENT

1. **Introduction.** Providence Bank offers a variety of cash management services to our customers. Throughout this Cash Management Master Agreement (the "**Master Agreement**"): (a) Providence Bank is referred to as "**we**," "**us**" or "**our**;" (b) the cash management services we offer are referred to as the "**Services**;" (c) the person or entity signing this Master Agreement and using one or more of the Services is referred to as "**you**" or "**your**;" and (d) capitalized terms used but not defined in this Master Agreement have the meanings given to them in our Cash Management General Terms (the "**General Terms**").

2. **Definitions.** In addition to terms defined in the General Terms or in other sections of this Master Agreement, the following terms have the meanings given below:

(a) "**Agreement**" means, collectively, (1) this Master Agreement, (2) the General Terms, (3) the Service Selection and Administration Form and (4) the Terms and Conditions, Setup Form and Service Documentation for each applicable Service.

(b) "**Authorized Representative**" means a person you designate as such in a form acceptable to us.

(c) "**Service Documentation**" means the forms, rules, procedures, manuals, guides, implementation guidelines and other documentation relating to a Service that we give or otherwise make available to you, in each case as we update them from time to time and is used in the most comprehensive sense.

(d) "**Service Selection and Administration Form**" means a document in a form that is acceptable to us that designates your Security Administrator(s) and the Services you will use.

(e) "**Setup Form**" means, with respect to a particular Service, a document in a form that is acceptable to us and including certain instructions regarding your setup for that Service, such as the Designated Accounts for that Service, the Authorized Users for that Service and the Designated Functions and options you have selected for that Service.

(f) "**Terms and Conditions**" means a set of terms and conditions that apply to a particular Service.

3. **Agreement.** When you sign this Master Agreement (or otherwise authenticate it in a manner acceptable to us) you are agreeing to be bound by the terms of the Agreement. The Agreement is a legally binding contract that can only be changed as provided in the General Terms.

4. **General Terms.** You have received and are bound by the General Terms.

5. **E-Sign Consent and Imaging of Documents.** You consent to the use of electronic records and signatures in connection with the Agreement, the Services and our System when offered by us. This consent is provided in accordance with the Electronic Signatures in Global and National Commerce Act, as amended from time to time, and any other Applicable Law addressing the use of electronic records and signatures (including the Uniform Electronic Transactions Act, as adopted by the State of Missouri, as amended from time to time). You also authorize us to store and use this Master Agreement, your Service Selection and Administration Forms, your Service Setup Forms and all other Service-related documents and information in any form we deem appropriate, including through the use of any electronic document imaging or conversion process, and to destroy the originals after doing so.

6. **Counterparts.** This Master Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

7. **Prior Agreements.** This Master Agreement completely replaces all prior agreements between you and us relating to the Services.

This Master Agreement has been signed (or otherwise authenticated in a manner acceptable to us) and delivered (which may be by facsimile, e-mail attachment or other electronic means) on your behalf by the person whose name is printed below. That person acknowledges, certifies and agrees on your behalf that: (a) he or she is one of your Authorized Representatives with authority to sign (or otherwise authenticate in a manner acceptable to us) and deliver this Master Agreement (and any other documents we may require with respect to the Services) on your behalf; and (b) you have taken all action required by your organizational documents to authorize him or her to sign (or otherwise authenticate in a manner acceptable to us) and deliver this Master Agreement (and any other documents we may require with respect to the Services) on your behalf.

Client Name: \_\_\_\_\_  
Signature of \_\_\_\_\_  
Authorized  
Representative: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Providence Bank

## CASH MANAGEMENT GENERAL TERMS

1. **Introduction.** These Cash Management General Terms (the "General Terms") are the General Terms referred to in Providence Bank's Cash Management Master Agreement (the "Master Agreement"). Throughout these General Terms: (a) Providence Bank is referred to as "we," "us" or "our;" (b) the person or entity using one or more of the Services is referred to as "you" or "your;" and (c) capitalized terms used in these General Terms have the meanings given to them in Section 20 or in the Master Agreement.

### 2. Amendments.

(a) **Generally.** Except as otherwise provided in these General Terms or the relevant Terms and Conditions, we may amend (1) these General Terms, any Terms and Conditions or any Service Documentation by giving you at least 30 days' prior notice of that amendment, (2) any license or sublicense for any software or any terms of use of our System by following the procedures set forth in that license or sublicense or in those terms of use. An amendment will be effective on the date specified in our notice, and you are bound by that amendment if you continue to use the Services or our System after that date.

(b) **Emergency Amendments.** If (1) an amendment is required by Applicable Law and must be implemented by a date that does not permit us to give you the period of notice required by Section 2(a), or (2) we determine an amendment is necessary for the security or integrity of a Service, our System or a Security Procedure, then we will make commercially reasonable efforts to give you as much notice of that amendment as is practicable under the circumstances (which may be after we have made that amendment). In such a case, you are bound by that amendment unless you stop using the Services and our System immediately after receiving our notice of it.

### 3. Requesting Services and Changing Your Setup for a Service.

(a) **Requesting a Service.** You may request a Service (including the initial Service(s) to be provided under the Agreement) from us at any time during the term of the Agreement. We are not obligated to honor any such request and may decline to provide the requested Service to you for any reason or no reason. If we elect to provide the requested Service to you, we will send or make available to you: (1) a Service Selection and Administration Form designating the requested Service (along with all other Services we are providing to you at that time); (2) the Terms and Conditions and Service Documentation for the requested Service; and (3) a Setup Form for the requested Service reflecting certain instructions you give us regarding your setup for that Service. You may not use the requested Service until: (A) you have signed (or otherwise authenticated in a manner acceptable to us) and returned the Service Selection and Administration Form designating the requested Service (along with all other Services we are providing to you at that time); (B) you have signed (or otherwise authenticated in a manner acceptable to us) and returned the Setup Form for the requested Service (and all other documents we may require as a condition to providing the requested Service) to us; (C) you have provided all information we request regarding, and completed all required training and testing for, the requested Service; and (D) we have notified you that we have completed our implementation of your setup for the requested Service. If you use or attempt to use the requested

Service before satisfying these conditions: (i) you will be bound by all the terms of the Agreement for the requested Service with respect to that use or attempted use; (ii) you will indemnify and hold us harmless from and against all Claims and Losses relating in any way to that use or attempted use; and (iii) we may block any future use of the requested Service.

(b) **Changes to Your Setup.** You may request that we change our implementation of your setup for an existing Service at any time during the term of the Agreement. We are not obligated to honor any such request and may decline to implement the requested change for any reason or no reason. If we agree to change your setup for a Service in response to your request and the changes are of the type reflected on a Setup Form, then (unless the change relates to aspects of your setup for the relevant Service that you self-administer as provided in Section 10(c)) we will send or otherwise make a Setup Form reflecting those changes available to you. The requested change will not take effect until: (1) you have signed (or otherwise authenticated in a manner acceptable to us) and returned that Setup Form (and all other documents we may require as a condition to implementing the requested change) to us; (2) you have provided all information we request regarding, and completed all required training and testing for, the requested change; and (3) we have notified you that we have completed our implementation of the requested change.

4. **Our Provision of the Services.** We will provide the Services in accordance with the terms and conditions of the Agreement. We may introduce new Services or new features of existing Services from time to time. We will use commercially reasonable efforts to notify you of the availability of such new Services or new features, but are not liable for failing to do so.

### 5. Your Use of the Services and our System.

(a) **Available Funds.** You will maintain sufficient Available Funds in the applicable Designated Account to cover all Items.

(b) **Permitted Usage.** You will use the Services and access our System only: (1) for the purposes and in the manner contemplated by the Agreement; and (2) in accordance with the Agreement.

(c) **No Consumer Usage.** You will use the Services and access our System only for your own business, commercial or agricultural purposes (and not for any personal, family or household purposes).

(d) **No Third-Party Usage.** You will not: (1) license, rent, host, time-share, market, resell, distribute, or provide the Services or our System (either alone or bundled or associated with any other service or technology) to any third party; or (2) use the Services or access our System for the benefit, or on behalf, of any third party.

(e) **Compliance with Applicable Law.** You will not use the Services or access our System to, or in a manner that would, violate Applicable Law. In addition, you will not use the Services or access our System: (1) to engage in, or to make or receive payments with respect to, any Internet or online gambling transactions, even if legal in a particular jurisdiction; or (2) to engage in any activity that would result in you being or becoming a "money services business" as defined in 31 C.F.R. § 1010.100 or a "money transmitter" or an entity with a similar

designation under any Applicable Law, even if you have made all required registrations and obtained all necessary permits or licenses required for such designation.

(f) Required Internal Controls. You will ensure that your Authorized Users only use the Services and access our System for the purposes contemplated by the Agreement.

(g) Terms of Use for our System; Online Services. If you access a Service through our System, your use of our System is subject to the terms of use that appear on, or apply to, our System from time to time. An Authorized User that accesses our System may be required to accept those terms of use as a part of the log on process. Our System and certain Services allow you to electronically access information concerning a Designated Account, give us instructions regarding a Designated Account and Transactions, and transmit and receive data files to or from us. We can also use our System and certain Services to electronically provide you reports, confirmations, statements and other information regarding a Designated Account and Transactions. If our System or those Services are not available or you are unable to access our System or those Services, you will use another method (such as written instructions) to access a Designated Account or use the Services.

(h) Cooperation. You will cooperate with us and will take all actions, provide all information and execute all documents and instruments we may reasonably request in conjunction with the Agreement or the Services.

(i) Financial and other Information. You will give us all financial information and statements, details of your direct and beneficial ownership and management and such other documentation and information as we may reasonably request to enable us to evaluate our exposure or risk in providing the Services as contemplated by Section 8 or to comply with Applicable Law.

(j) Obligation to Pay. You are obligated to pay or reimburse us for: (1) all of your Transactions; (2) all amounts we are obligated to pay a third party in connection with your Transactions; and (3) all of your other obligations relating to the Agreement, the Services or our System (including fees, taxes, and expenses as provided in Section 13). We may debit any Designated Account (and any other accounts you maintain with us) to collect any of those amounts.

**6. Our Right to Suspend Services and to Delay or Refuse to Process Items**. In certain circumstances, we may suspend your use of the Services and access to our System or refuse to process, delay processing or impose a fee for processing an Item. Such circumstances include those in which we believe that the Item: (a) does not comply with the Agreement; (b) is not complete, correct, accurate or timely; (c) is greater in frequency or number than is permitted for a Designated Account or Service; (d) is for an amount that is less than the minimum amount permitted for a Designated Account or Service; (e) relates to a Designated Account that has been closed or exceeds the amount of Available Funds in that Designated Account (or would reduce the balance of the Available Funds in that Designated Account below any required minimum balance); (f) is not genuine, conflicts with another Item or relates to funds or a Designated Account over which there is a dispute or that are subject to legal process, a hold or another restriction on withdrawal; (g) results from a breach in the confidentiality of a Security Procedure or Credentials or relates to a Designated Account or Service that we suspect is being used for, or is the target of, fraudulent or illegal activity; or (h) violates Applicable Law or might cause us to

violate Applicable Law or otherwise expose us to liability or other risks that are unacceptable to us. We may also suspend your use of the Services and access to our System or refuse to process, delay processing or impose a fee for processing an Item: (1) for any reason that would permit us to terminate the Agreement under Section 14(c); or (2) if you are in default under any credit or other agreement with us. Our rights under this Section 6 do not impose an obligation on us to detect or notify you of any such circumstances.

**7. No Extension of Credit; Overdrafts; Security Interest; Setoff and Other Rights**

(a) We are not obligated to pay any Item in excess of your Available Funds and may dishonor any Item contributing to that excess. If we elect to pay one or more Items in excess of your Available Funds and create an overdraft in the applicable Designated Account, doing so does not obligate us to permit future overdrafts in any Designated Account.

(b) You will reimburse us immediately and without notice or demand for: (1) the full amount of each overdraft; (2) all overdraft fees and charges we may impose from time to time; (3) interest on the outstanding amount of each overdraft at the rate we may impose from time to time for the day such overdraft is created and for each following day until it has been repaid in full; and (4) all Losses we incur in collecting that overdraft and any fees, charges or interest relating to it. We may apply negative earnings credits on the outstanding amount of any overdraft or other shortfall in connection with any analysis of a Designated Account instead of charging you interest on that amount.

(c) You grant us a security interest in each current and future Designated Account and each other current and future account you maintain with us (along with the funds in each such Designated Account and each such other account) to secure payment and performance of all of your current and future obligations to us, whether under the Agreement or another agreement you have with us and whether relating to the Services or not.

(d) In addition to all other rights and remedies available to us, we may: (1) set off the unpaid balance of any overdraft or other amount you owe us in connection with the Services against any debt we owe you, whether collected or in the process of collection, or in a Designated Account or any other account you maintain with us; and (2) if applicable, enforce our interests in any collateral we hold to secure any of your indebtedness or other obligations under the Agreement or another agreement you have with us, whether or not matured or liquidated.

**8. Transaction Limits; Credit Support**. We may establish and change limits on the amount or number of your Transactions in order to manage the credit exposure and others risks resulting from providing the Services to you. You will provide us with collateral or other credit support (including personal guarantees from your officers and owners) that we may reasonably request from time to time.

**9. Security Procedures**

(a) General. We use a variety of Security Procedures in connection with the Services and our System. The Security Procedures vary by Service and use various Credentials as set forth in the applicable Terms and Conditions. You will comply with the applicable Security Procedures when using the Services or accessing our System. In addition to the Security Procedures set forth in the applicable Terms and Conditions, we may from time to time employ various analytical tools and procedures that are designed to assist us in identifying

suspicious behavior and potentially unauthorized instructions and communications. Our use of those tools and procedures constitute part of the Security Procedures, even if the specific tools and procedures we use have not been disclosed to you. If, based on those tools and procedures or for any other reason, we suspect an instruction or communication may be unauthorized, we may seek additional confirmation of the authenticity of that instruction or communication even if that instruction or communication otherwise satisfies the Security Procedures set forth in the applicable Terms and Conditions.

(b) Dual Control. If the Security Procedures for a Service include a "Dual Control" component, then:

(1) one of your Authorized Users who has (A) applicable Designated Functions for that Service and (B) sufficient initiation entitlements for the applicable Designated Function of that Service must initiate the relevant instruction; and

(2) another of your Authorized Users who has (A) applicable Designated Functions for that Service and (B) sufficient approval entitlements for the applicable Designated Function of that Service must initiate the relevant instruction before it is released and processed.

(c) Telephonic Confirmation. If the Security Procedures for a Service include a telephonic confirmation component, then one of your Callback Parties must provide us a telephonic confirmation of the relevant instructions. In that regard, we recommend you designate at least two Callback Parties for each applicable Service, so that the telephonic confirmation may be provided by a Callback Party that did not initiate the relevant instructions. If you only designate one Callback Party for the relevant Service, the telephonic confirmation will be from that Callback Party even if he or she also initiated the relevant instructions. Whenever the Security Procedures require a telephonic confirmation, we will place a call to the telephone number for the relevant Callback Party as reflected in the Setup Form for that Service (or, if you elect the self-administration option on your Service Selection and Administration Form, as reflected by your Security Administrator through our System or in another manner acceptable to us) and may obtain a valid telephonic confirmation from anyone answering that call and purporting to be such Callback Party.

(d) Purpose of the Security Procedures. The Security Procedures are designed to verify the authenticity of instructions and communications we receive and to control access to information and our System. The Security Procedures are not designed to detect errors in the transmission or content of any such instructions or communications, and you are solely responsible for any such errors (including any duplicate instructions or communications and any resulting duplicate Items).

(e) Commercial Reasonableness of the Security Procedures. You acknowledge that the Security Procedures for each Service are a commercially reasonable method of providing security against unauthorized instructions and communications.

(f) Reliance on the Security Procedures; Agreement to be Bound. We may rely on the Security Procedures in controlling access to information and our System and in determining whether instructions and other communications we receive in your name or the name of an Authorized User are authentic. We may refuse to accept any instruction or communication if: (1) it was not given or cannot be verified in compliance with the applicable Security Procedure; (2) we seek, but do not receive, additional confirmation of the authenticity of that instruction

or communication satisfactory to us; (3) invalid Credentials were used in connection with that instruction or communication; or (4) the number of "invalid" attempts we establish from time to time were exceeded in connection with that instruction or communication. You are bound by any instruction or communication we receive in your name or the name of an Authorized User that we accept in good faith and in compliance with the applicable Security Procedure, whether or not you or that Authorized User actually authorized that instruction or communication. In addition, you are bound by any instruction or communication you or an Authorized User actually authorized, whether or not we complied with the applicable Security Procedure in accepting that instruction or communication.

(g) Ownership, Confidentiality and Control of the Security Procedures and Credentials. The Security Procedures and Credentials are and will remain our property. You will: (1) keep the Security Procedures and Credentials strictly confidential and take all actions reasonably necessary to prevent unauthorized access to or use of the Security Procedures and Credentials; (2) disclose and provide access to the Security Procedures and Credentials only to your Authorized Users who have a need to know or access them in connection with your use of the Services or access to our System; and (3) ensure that your Authorized Users who have knowledge of or access to the Security Procedures and Credentials do not disclose or provide access to them to anyone (including other Authorized Users). You will recover and return to us any tokens and other physical Credentials in the possession of an Authorized User promptly after the termination of that Authorized User's authority to use the Services or to otherwise possess or use those tokens and other physical Credentials.

(h) Notice of Breach of Security Procedures or Credentials. You will promptly report any actual or suspected breach of the confidentiality of, or unauthorized access to, the Security Procedures or Credentials to us. We may continue to rely on the Security Procedures and Credentials until we have had a reasonable time to act on that notice. You will: (1) promptly take steps to prevent any further breaches or unauthorized access; (2) promptly provide us with status updates and other information we reasonably request regarding the breach or unauthorized access and its resolution; and (3) assist us in determining the source and manner of the breach or unauthorized access (including providing us access to your computer and other systems that were used in or affected by the breach or unauthorized access and any analysis (or any report of such analysis) of those computer and other systems performed by you, your agents, law enforcement agencies, or any other third party). We may suspend your access to the Services and our System until you have addressed the breach or unauthorized access and its causes to our reasonable satisfaction. Our decision to maintain or reinstate your access to the Services and our System is not a verification that the causes of the breach or unauthorized access have been remediated and you are solely responsible for fully implementing that remediation.

(i) Administration of Credentials; No Sharing or Duplicate Credentials. If you elect the self-administration option on your Service Selection and Administration Form, we will provide a set of "master" Credentials to a Security Administrator and a Security Administrator is then responsible for creating and providing Credentials (such as usernames and passwords) to the applicable Authorized Users (along with tokens or other physical Credentials we provide). If you elect the manual administration option on your Service Selection and Administration Form, we will administer and provide all of the



Credentials contemplated by the applicable Security Procedures. We will do so by either: (1) giving the Credentials directly to the applicable Authorized Users; or (2) giving the Credentials to an Authorized Representative (or a person designated by an Authorized Representative), who is then responsible for giving the Credentials to the applicable Authorized Users. You will not permit Authorized Users to share Credentials and will not request (or, in cases where you self-administer Credentials, create) more than one set of Credentials for the same Authorized User.

(j) Responsibility for Responding to Alerts. If we alert you to suspicious instructions or communications, you are solely responsible for acting on that alert, and we may conclusively assume that you have approved such instructions or communications if you fail to respond promptly to any such alert.

#### 10. Authorized Representatives and Authorized Users.

(a) Authorized Representatives. Each Authorized Representative has authority to enter into and amend the Agreement on your behalf. Each Authorized Representative also has authority to take all actions and give all instructions regarding or contemplated by the Agreement on your behalf (including signing (or otherwise authenticating in a manner acceptable to us) your Service Selection and Administration Form, Setup Form s and any other documents we may require with respect to the Services). We may act on any oral or written instruction we believe in good faith was given by an Authorized Representative (including instructions sent by facsimile, e-mail or other electronic method), but may require written confirmation of any oral instruction or oral confirmation of any written instruction. An Authorized Representative does not have the authority to give instructions regarding, access information through or otherwise use the Services or our System on your behalf unless that Authorized Representative is also an Authorized User.

(b) Authorized Users. Each Authorized User has the authority to give instructions regarding, access information through and otherwise use the Services and our System on your behalf. An Authorized User's entitlements may be restricted to certain Services, Designated Accounts and Designated Functions, as provided in the applicable Setup Form (or, if a Service is to be self-administered as provided in Section 10(c), as identified by your Security Administrator through our System or in another manner acceptable to us). Any person presenting or using valid Credentials for a Service that involves the use of such Credentials will be deemed to be an Authorized User with respect to that Service for all purposes of the Agreement, even if that person is not otherwise so designated. We may act on any oral or written instruction we believe in good faith was given by an Authorized User (including instructions sent by facsimile, e-mail or other electronic method), but may require written confirmation of any oral instruction or oral confirmation of any written instruction. An Authorized User does not have the authority to enter into or amend the Agreement unless that Authorized User is also an Authorized Representative.

(c) Administration Options. You may elect to self-administer the Services or to have us administer the Services on your behalf. Your election is reflected on your Service Selection and Administration Form. If you elect the self-administration option, then a Security Administrator (through our System or in another manner acceptable to us) will (1) identify and may change the Authorized Users that are entitled to access and use a Service, (2) establish and may change an Authorized User's entitlements regarding a Service, (3) create, provide, and may

revoke Credentials for each Authorized User, (4) elect and may change the Designated Functions for a Service and (5) except as provided in the next sentence, otherwise administer your setup for a Service. However, the Designated Accounts that may be accessed through a Service are not self-administered and must identified on your Setup Form for the relevant Service. Unless otherwise provided in the Terms and Conditions for a particular Service, if you have more than one Security Administrator, each Security Administrator (acting alone) may exercise this authority. If you elect the manual administration option Form, then an Authorized Representative will identify and may change the Designated Accounts, Designated Functions and Authorized Users (and the entitlements for each Authorized User) for a Service on your Setup Form for the relevant Service and we will reflect that information in our implementation of your setup for the relevant Service.

(d) Your Responsibility for Instructions and Items. You are bound by and responsible for all instructions and communications regarding the Services and our System (and for all resulting Items) given by an Authorized Representative or Authorized User, even if those instructions (or the resulting Items) are fraudulent, unauthorized or otherwise improper.

#### (e) Termination and Confirmation of Authorized Representatives, Authorized Users and Security Administrators.

(1) You will promptly notify us if the authority of an Authorized Representative is terminated. We may follow the instructions of an Authorized Representative until we have received written notice that the authority of that Authorized Representative has been terminated and have had a reasonable time to act on that notice. We may elect to act on an oral notice of termination.

(2) If you elect the self-administration option on your Service Selection and Administration Form, you will promptly notify your Security Administrator if the authority of an Authorized User is terminated. Your Security Administrator is solely responsible for deactivating that Authorized User through our System or in another manner acceptable to us and we may follow the instructions of the terminated Authorized User until he or she has been deactivated by your Security Administrator. If you elect the manual administration option on your Service Selection and Administration Form, you will promptly notify us if the authority of an Authorized User is terminated and we may follow the instructions of the terminated Authorized User until we have received written notice his or her authority has been terminated and have had a reasonable time to act on that notice. We may elect to act on an oral notice of termination.

(3) If the authority of a Security Administrator is terminated, you will promptly notify another Security Administrator (if you have one) and that other Security Administrator is solely responsible for deactivating the terminated Security Administrator through our System or in another manner acceptable to us and we may follow the instructions of the terminated Security Administrator until he or she has been deactivated by another Security Administrator. If you do not have another Security Administrator, you will promptly notify us of the termination of a Security Administrator's authority and we may follow the instructions of the terminated Security Administrator until we have received written notice that his or her authority has been terminated and have had a reasonable time to act on that notice. We may elect to act on an oral notice of termination.

(4) You will promptly provide any documentation and information confirming the authority of an Authorized Representative, Authorized User or Security Administrator we reasonably request. We

may refuse to follow the instructions of that Authorized Representative, Authorized User or Security Administrator until we receive the requested documentation and information.

#### 11. Software Provided as Part of the Services.

(a) Licensing and Ownership. Certain Services and access to our System may require software that we will license or sublicense to you. All such software is and remains our property (or, in the case of a sublicense, our licensor's property).

(b) Nonexclusive License or Sublicense. Your rights in any such software (and any related user manuals or other materials) are limited to a nonexclusive license or sublicense to use it solely in connection with use of the Services or access to our System for your internal business purposes. You will not transfer or assign any of your rights with respect to any such license or sublicense, and that license or sublicense will be revoked automatically if the Agreement or the Terms and Conditions relating to the Service for which use of the software is necessary is terminated. If any such license or sublicense is revoked, you must immediately stop using the relevant software and promptly return it and all related user manuals and other materials (and any copies or extracts) to us.

(c) Restrictions on Use. You will not: (1) sublicense, sell, lease, distribute or (except with respect to your Authorized Users who have a need to access any such software in connection with your use of the Services or access to our System) provide access to any such software or any related user manuals or other materials to any third party; (2) use any such software in a service bureau, time-sharing, outsourcing or similar arrangement; (3) use any such software (or any related user manuals or other materials) in any manner that is not expressly permitted by the Agreement; (4) modify, decompile, reverse engineer, disassemble or create derivative works from any such software (or any related user manuals or other materials); (5) except as necessary for reasonable back up purposes, copy all or part of any such software (or any related user manuals or other materials); or (6) take any actions or engage in any conduct that violates our rights (or, in the case of a sublicense, those of our licensor) with respect to any such software (or any related user manuals or other materials).

(d) Consent to Injunction. Any actual or threatened breach of this Section 11 will cause immediate irreparable injury to us (or, in the case of a sublicense, to us and our licensor). As a result, injunctive relief (including preliminary injunctive relief and specific performance) should be awarded as appropriate to remedy such breach, without limiting our right (or, in the case of a sublicense, our or our licensor's right) to any other remedies available with respect to such breach. This Section 11(d) will survive the termination of the Agreement.

(e) Accounts at other Institutions. Some of our online Services may have the ability to access information concerning accounts at other financial institutions. In order for you to take advantage of this functionality, you must give written instructions to the other financial institution(s) to make information regarding those accounts available to us and the other financial institution(s) must give us written instructions to make that information available to you through one of our online Services. We are not responsible for any inaccuracies in any information provided by the other financial institution(s) or for any errors or delays in any Service caused by the other financial institution(s).

(f) No Guarantees or Responsibility. We make no guarantees and have no responsibility with respect to (1) the operation of any online

Service or Software Materials being uninterrupted, error free or free from program limitations, (2) defects in the online Services or Software Materials or any information provided through them, (3) the online Services, the servers that make them available or the Software Materials being free of viruses, disabling devices or other harmful components, (4) any information or reports that are transmitted over the Internet, a wireless network, or sent by e-mail or other electronic method remaining confidential or being accurate, or (5) any person gaining unauthorized access to the online Services, unless we failed to meet our standard of care in giving that person an authorization code. If an online Service is not available or you are unable to access an online Service, you agree to use another method (such as written instructions) to access your accounts or use the Services.

#### 12. Your Hardware, Software and Telecommunications Links.

(a) Service Specific Requirements. Use of the Services and access to our System may require you to have certain equipment, telecommunications links and software. Except as specifically set forth in the Terms and Conditions for a particular Service, you will obtain, install, operate and maintain (all at your sole cost and expense) all required equipment, telecommunications links and software (other than software we license or sublicense to you in connection with certain of the Services as provided in Section 11).

(b) Minimum Requirements and Compatibility. You will ensure that all equipment, telecommunications links and software you use in connection with the Services and our System meets or exceeds the minimum specifications we establish from time to time and is compatible with our System and the equipment, telecommunications links and software we use in providing the Services. We have no responsibility if any equipment, telecommunications links or software you use: (1) is defective or malfunctions; (2) is infected with any virus, Trojan or other malware (including any keystroke logger or spyware); (3) does not meet the minimum specifications we establish from time to time; or (4) is not compatible with our System or the equipment, telecommunications links and software we use in providing the Services. In that regard, we may change our System and the equipment, telecommunications links and software we use in providing the Services at any time.

(c) Updates, Patches. You will apply all firmware and software patches and updates to your equipment, telecommunications links and software in a timely manner and will install and use up-to-date and commercially reasonable security, antivirus, anti-spyware, anti-malware, firewall and intrusion detection software on any computer or device used in connection with the Services or our System. You will not use any equipment, telecommunications links or software in connection with any Service or our System for which the manufacturer or supplier no longer provides security patches or updates.

(d) Your Security Obligations and Notice of Breaches. You are solely responsible for the security of all computer and other systems you use in connection with the Services and our System and for backing up any data and information stored in those computer and other systems. You will adopt and enforce a commercially reasonable security program that is: (1) tailored to your computer and other systems used in connection with the Services or our System; and (2) designed to protect against unauthorized physical, electronic and other access to those computer and other systems. You will review and update your security program on a periodic basis as appropriate for your circumstances. You will: (A) promptly notify us of any actual or suspected unauthorized access to your computer or other systems that are used in connection



with the Services or our System; (B) promptly take steps to prevent any further unauthorized access; and (C) promptly provide us with status updates and other information we reasonably request regarding the unauthorized access and its resolution. We may suspend your access to the Services and our System until you have addressed the unauthorized access and its causes to our reasonable satisfaction. Our decision to maintain or reinstate your access to the Services or our System is not a verification that the causes of the unauthorized access have been remediated and you are solely responsible for fully implementing that remediation.

13. Fees and Taxes. You will pay us all fees that we disclose to you for any of the Services that you use. We may change or add new fees for Services from time to time. If you continue to use the Services after the change becomes effective, you are obligated to pay the new fees. In addition, you will pay any taxes (other than taxes based on our net income) relating to the Services that you use and will pay any out-of-pocket expenses we incur in performing the Services for you, including any communication, access, transmission and data processing charges. We may collect any fees, taxes or expenses by debiting any Designated Account, offsetting those amounts against any earnings credits relating to any analysis of any Designated Account, or other applicable method. We may charge interest on any amounts that are not paid within 30 days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under the Agreement, we may cancel or suspend the performance of any further Services for you. Except: (a) as may be compelled by legal process; or (b) with our prior written consent (which consent will not be unreasonably withheld, conditioned, or delayed), you will not disclose any fees or charges in connection with the Agreement to any person other than your employees who require such information in the ordinary course of their employment and other persons whose assigned duties reasonably require that such disclosure be made. Your fees may differ from those of other customers with the same type of Services, based on our assessment of your overall relationship with us.

#### 14. Term and Termination.

(a) Term of the Agreement. The term of the Agreement begins on the date set forth in your signature block to the Master Agreement and continues until the Agreement is terminated as provided in Section 14(b) or Section 14(c).

(b) Termination for Convenience. Either Party may terminate the Agreement or the Terms and Conditions for any Service, with or without cause, by giving at least 30 days' prior notice to the other Party.

(c) Termination for Cause. We may terminate the Agreement or the Terms and Conditions for any Service immediately, and without giving you prior notice, if: (1) you breach the Agreement or any other agreement you have with us; (2) any representation or warranty you make to us fails to be true and correct in any material respect; (3) we reasonably believe the Security Procedures or Credentials have been compromised; (4) we reasonably believe an unauthorized transaction involving the Services or any Designated Account has occurred or may occur; (5) you become insolvent or the subject of a bankruptcy or dissolution proceeding, make an assignment for the benefit of creditors or fail generally to pay your debts as they become due; (6) we reasonably believe materially adverse change has occurred in your operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects; (7) we are uncertain as to

any person's authority to give instructions regarding any Designated Account, the Services or our System; (8) we determine that changes in Applicable Law have made it impracticable for us to perform under the Agreement generally or with respect to a particular Service; or (9) we reasonably believe you have used or may use a Service or our System in violation of Applicable Law.

(d) Effect of Termination. Even though the Agreement may be terminated entirely or with respect to a particular Service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the Agreement or the Terms and Conditions for any Service, those you incur in the process of terminating the Agreement or the Terms and Conditions for any Service, for any outstanding Transactions and for all trailing activity (including, returns, chargebacks, adjustments and warranty and indemnity claims). You will return all tokens and other physical Credentials, proprietary material, and other property belonging to us (or our licensor) promptly after the termination of the Agreement or, unless required for another Service, the Terms and Conditions for any Service.

(e) Revised Service Selection and Administration Form. If a Party terminates the Terms and Conditions for any Service but not the Master Agreement, we will send or make available to you a Service Selection and Administration Form designating the Services we are providing to you after giving effect to the termination of the Terms and Conditions for the applicable Service(s). You will promptly sign and return that Service Selection and Administration Form to us.

#### 15. Your Representations and Warranties.

(a) General Representations and Warranties. Each time you use a Service or access our System, you represent and warrant to us that:

(1) Organization, Existence and Good Standing. If you are not a natural person, you are an entity of the type indicted in your signature block to the Master Agreement and are duly organized, validly existing and in good standing under the laws of the jurisdiction in which you are organized;

(2) Power and Authority. You have all necessary power and authority to enter into, and to perform your obligations under, the Agreement;

(3) Organizational Authorizations. If you are not a natural person, all authorizations of your governing body necessary for you to enter into, and to perform your obligations under, the Agreement have been obtained;

(4) Resolutions and Authorizations. All resolutions and other authorizations you have given us are true, accurate and complete in all material respects, each Authorized Representative has the authority to bind you to the Agreement and each Authorized User has the authority to use the Services and our System, access information and give us instructions on your behalf;

(5) Assumed and Fictitious Names. All assumed or fictitious names you use have been duly registered or filed with the applicable Governmental Authorities and have been disclosed to us;

(6) Consents. You have obtained all necessary consents or authorizations necessary for you to enter into, and to perform your obligations under, the Agreement;

(7) Enforceability. The Agreement is binding on, and enforceable against, you in accordance with its terms;

(8) No Conflicts. Neither the Agreement nor your use of the Services or our System violates Applicable Law, any agreement to which you are a party or by which you or your assets are bound or, if you are not a natural person, your organizational documents;

(9) Bankruptcy. You are not bankrupt or insolvent and have not made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so; and

(10) Dissolution. If you are not a natural person, you have not commenced any dissolution proceedings and no Governmental Authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations.

(b) Service Specific Representations and Warranties. The Terms and Conditions for a particular Service may include additional representations and warranties, and you make those additional representations and warranties to us each time you use the Service covered by those Terms and Conditions.

(c) Notice of Inaccuracy. You will promptly notify us if any representation or warranty you make to us is no longer true or accurate in any material respect.

#### 16. Liability and Indemnification.

(a) Your Duty of Care. You must act in good faith and exercise ordinary care in performing your obligations under the Agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to the Agreement, the Services, our System or a Designated Account and notify us of any error, omission, discrepancy or other problem reflected in or relating to that confirmation, report, periodic statement, notice or other document within 30 days (or such shorter period of time specified in the Terms and Conditions for a particular Service) after we send or make it available to you. If you fail to do so, then to the maximum extent permitted by Applicable Law, you will be precluded from asserting that error, omission, discrepancy or other problem against us, and we will be relieved of any liability relating to it. As used in this Section 16(a), "problem" is intended to have the broadest possible meaning and includes any missing, stolen, altered, illegible, counterfeit or unauthorized signature, endorsement or Item.

(b) Fraud Detection/Deterrence. Payment system fraud has increased dramatically in recent years due to a number of factors. We offer various tools that are designed to detect certain types of fraudulent Items (such as unauthorized, counterfeit, forged and altered Items) before they are paid. The tools we offer include our Positive Pay Service (including a Payee Match feature), Reverse Positive Pay Service, ACH Block Service and ACH Filter Service. Current information regarding the functionality and pricing of these tools is always available at [www.myprovidencebank.com](http://www.myprovidencebank.com). While no tool will be completely effective, we believe these tools will reduce the likelihood that these types of fraudulent Items will be paid. As a result, if you fail to implement and properly use any of these tools and we pay a fraudulent Item that the tools were designed to detect, then (so long as we otherwise acted in good faith and exercised ordinary care in paying the fraudulent Item): (1) the fraudulent Item will be deemed to be properly payable; (2) you may not assert any Claim against us for paying the fraudulent Item; (3) we are not required to re-credit your Account and will otherwise have

no liability for the fraudulent Item; and (4) you must indemnify and hold us harmless from and against all Claims and Losses relating in any way to the fraudulent Item. The fees and charges for our Services reflect this allocation of responsibility for fraudulent Items, including your responsibility to detect and report fraudulent Items to us before they are paid. We also recommend you obtain cyber-insurance that provides coverage for so-called "corporate account takeover" and other computer hacking that could result in fraudulent Items being paid.

(c) Our Duty of Care. We are not acting as a fiduciary for you or for your benefit. Our responsibility is limited to complying in all material respects with the Agreement and, to the extent (but only to the extent) required by Applicable Law, acting in good faith and exercising ordinary care. In that regard, the Services have several unique characteristics that relate to our duty of care. For example, most of the Services involve large volumes of Items that are processed in a highly automated environment. The procedures set forth in the Terms and Conditions and Service Documentation have been designed in light of those characteristics to maximize your ability to use the Services in an efficient manner while minimizing your cost and inconvenience. We will be deemed to have acted in good faith and exercised ordinary care if we substantially comply with those procedures. In addition, we will not be deemed to have failed to act in good faith or exercise ordinary care and will not be liable for any error, delay or failure to perform that is caused by: (1) fire, natural disaster, strike, civil unrest, terrorism or failure of computer or communications facilities; (2) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system); or (3) any circumstance beyond our reasonable control or for which we do not have responsibility under the Agreement.

(d) Limits on Our Liability. If we fail to satisfy our duty of care, then to the maximum extent permitted by Applicable Law: (1) our liability to you will be limited to your damages that are a direct result of that failure, up to the lesser of (A) the amount of the Transaction to which the error, omission, discrepancy or other problem relates or (B) the amount of the fees that you have paid us for the Service in question for the six months preceding the month in which the failure occurred; and (2) you must bring any Claim against us with respect to any error, omission, discrepancy or other problem within one year after it occurred (in that regard, if the error, omission, discrepancy or other problem is a repetitive one, all such errors, omissions, discrepancies or other problems will be deemed to have occurred on the date of the first such error, omission, discrepancy or other problem).

(e) NO SPECIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA, SAVINGS, TIME, PROPERTY OR GOODWILL), WITHOUT REGARD TO THE FORM OF YOUR CLAIM OR ACTION OR WHETHER YOUR CLAIM IS IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE KNEW SUCH LOSSES OR DAMAGES WERE POSSIBLE OR LIKELY.

(f) DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, OUR SYSTEM, AND ANY SOFTWARE WE LICENSE OR SUBLICENSE TO YOU, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(g) Required Interest on Damages. If we are required by Applicable Law to pay you interest on any amount for which we are liable under this Section 16, that interest will be determined by using the "federal funds rate" as published in The Wall Street Journal on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability.

(h) Your Duties Regarding Claims. If we fail to satisfy our duty of care, you will: (1) take all reasonable actions to limit your damages; (2) promptly give us written proof of your damages; and (3) cooperate with us in investigating the error, omission, discrepancy or other problem and your damages. If you fail to do any of these things, we may refuse to honor your Claims. In addition, if we reimburse you for any damages relating to any error, omission, discrepancy or other problem, you will assign all of your rights relating to the Items in question to us and will assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(i) Your Indemnification Obligations. Except to the extent finally determined by a court or arbitrator having proper jurisdiction to have been caused by our gross negligence or intentional misconduct, you will indemnify and hold us harmless from and against all Claims and Losses relating in any way to the Agreement, the Services or our System, including those caused by: (1) your failure to comply with the Agreement, (2) the failure of any of your representations or warranties to be true and correct in all respects at any time; or (3) any instructions you give us. The Terms and Conditions for a particular Service may include additional indemnification obligations and you are bound by those additional indemnification obligations with respect to each Service you use that is covered by such Terms and Conditions.

(j) Survival. The provisions of this Section 16 will survive the termination of the Agreement.

## 17. Arbitration.

(a) Generally. Except as set forth in Section 17(b), either you or we have the right to require that any dispute, controversy or Claim arising out of or relating to the Agreement or any breach, termination or invalidity of the Agreement (including any dispute concerning the scope of this Section 17), be settled by binding arbitration in accordance with Title 9 of the United States Code and the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). If you or we elect to arbitrate any such dispute, controversy or claim, neither you nor we will have the right: (1) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (2) to join or consolidate any such dispute, controversy or claim with those of any other persons. Any arbitration proceeding will be conducted before a panel of three neutral arbitrators (or one neutral arbitrator if the amount in dispute does not exceed \$500,000), all of whom must be attorneys engaged in the practice of banking law for 10 years or more. For arbitrations with three arbitrators, each Party will select one arbitrator and the arbitrators selected by the Parties will, within 10 days of their appointment, jointly select a third, neutral arbitrator. For arbitrations with one arbitrator, the Parties will jointly select the arbitrator. If the Parties or the arbitrators they select are unable to jointly select an arbitrator, either Party may request the American Arbitration Association to appoint that arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed must take an oath of impartiality. Judgment upon any award rendered by the arbitrators may be entered and enforced by any court of competent jurisdiction. The place of the

arbitration will be in the city where our principal office is located. In rendering any award the arbitrators will determine the rights and obligations of the parties in accordance with the laws of the state governing this Agreement. The arbitrators are not empowered to award damages in excess of the amounts expressly provided for by the Agreement. All statutes of limitation that would otherwise apply to a judicial action will apply to any arbitration proceeding under the Agreement. The arbitrators must award to the prevailing Party, if any, as determined by the arbitrators, all of its costs and fees (including all reasonable pre-award expenses of the arbitration, the arbitrator's fee, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees). Except for disclosures required by Applicable Law, neither Party may disclose the existence, content or result of any arbitration under the Agreement without the prior written consent of the other Party.

(b) Exceptions to Arbitration. The following Claims are not subject to this Section 17: (1) any individual action brought by a Party in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights or the right to restrain funds in a Designated Account or other deposit account; (3) the right or obligation to interplead funds in the event of a dispute; (4) the obligation to comply with legal process; (5) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction; (6) recoupment, repossession, trustee's sales and the like; or (7) any individual action in court by a Party that is limited to preventing the other from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such Claim will not constitute a waiver of the right of to compel arbitration regarding any other Claim that is subject to this Section 17.

(c) No Severability of Class Waiver. The waiver of the right to bring or participate in any class or representative action in this Section 17 is material and essential to the arbitration of any disputes between the Parties and is not severable from the rest of this Section 17. If that waiver is limited or found to be illegal or unenforceable, then all of this Section 17 (except for this Section 17(c)) will be of no force or effect with respect to such proceeding, subject to the right to appeal the limitation or invalidation of that waiver. Under no circumstances will a class action be arbitrated.

18. Jury Trial Waiver. You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the Agreement, the Services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or your or our actions. This provision is a material inducement for us to enter into the Agreement. You also acknowledge that none of our representatives or agents has represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

## 19. Miscellaneous.

(a) Notices. Any notices under the Agreement may be given by mail, personal delivery, fax, e-mail or other electronic means. We may use any address (including e-mail or other electronic addresses) for you shown in our records that we believe in good faith is valid. Any notice we send you will be effective when we send or otherwise make the notice available to you through an online Service. You must send any

notices to us to the attention of our Electronic Banking Department. Any notice you send us is effective when we actually receive it.

(a) Severability. To the extent permitted by Applicable Law and except as provided in Section 17(c), any provision of the Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the provision replaced and all of the remaining provisions of the Agreement will remain in full force and effect.

(b) Binding Agreement/Benefit. The Agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. Except as otherwise provided therein, the Agreement is not for the benefit of any third party, and no third party has any right against either you or us under the Agreement.

(c) Confidentiality of the Agreement. You acknowledge that the Agreement contains valuable, confidential, trade secret information that belongs to us. You will not disclose or otherwise make that information available to any person other than your employees or agents that need it in order for you to use the Services and, as to agents, have agreed in writing to comply with the restrictions on use in the Agreement. You will instruct those employees or agents to keep the Agreement confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the Agreement will continue after termination of the Agreement and your use of the Services for so long as that information remains a trade secret or is otherwise subject to the protection of Applicable Law.

(d) Entire Agreement. The Agreement is the complete and exclusive statement of the agreement between you and us with respect to the Services and our System. The Agreement completely replaces any other ones you have given us in the past with respect to the Services or our System. If there is a conflict or inconsistency among the Master Agreement, these General Terms, the Terms and Conditions for any Service, a Service Selection and Administration Form, a Setup Form or any Service Documentation on a particular point, then (unless the Terms and Conditions for the applicable Service provides otherwise) those documents will control that issue in the following order: (1) first, the applicable Service Documentation; (2) second, the applicable Setup Form; (3) third, the Terms and Conditions for the applicable Service; (4) fourth, the Service Selection and Administration Form; (5) fifth, these General Terms; and (6) sixth, the Master Agreement. Each Designated Account remains subject to all other applicable agreements, such as deposit agreements, fee schedules and disclosures. If there is a conflict between the Agreement and those other agreements, schedules and disclosures, the Agreement controls.

(e) Headings and Certain References. The headings used in the Agreement are for reference purposes only and may not be considered when interpreting the Agreement. Whenever the term "including" is used in the Agreement, it means "including, without limitation". Whenever the term "days" is used in the Agreement, it is a reference to calendar days unless that reference specifies it is business days or banking days. All terms used in the Agreement include the singular and the plural. All references to a particular statute, rule or regulation are to that statute, rule or regulation as amended and in effect at the relevant time and include any successor statute, rule or regulation.

(f) Assignment. You may not assign the Agreement, or assign or delegate any of your rights or duties under it, to any third party without

our prior written consent. We may assign the Agreement, or assign or delegate any of our rights and duties under it, to one or more third parties without giving you notice of, or obtaining your consent to, any such assignment or delegation.

(g) Relationship. You and we are not partners, joint venturers or agents of each other because of the Agreement.

(h) Applicable Law and Jurisdiction. The Agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the state in which your principal account with us is located. You consent to the exclusive jurisdiction and venue of any court located in that state.

(i) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the Agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(j) Remedies. The rights, powers, remedies and privileges provided for you in the Agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the Services and our System and any failure by us to provide the Services in accordance with the terms of the Agreement. The rights, powers, remedies and privileges provided for us in the Agreement are in addition to any rights, powers, remedies and privileges with respect to the Services or any failure by you to comply with the terms of the Agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(k) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the Agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(l) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the Agreement arises, the Agreement should be construed as if you and we both drafted the Agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the Agreement will apply.

(m) Financial Accommodation. You acknowledge that the Agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the Agreement as an executory contract.

(n) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our implementation of your setup for any Service will be deemed correct and will control in the event of any dispute regarding your setup for that Service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records.

20. Definitions. In addition to terms defined in the Master Agreement or in other sections of these General Terms, the following terms have the meanings given below:



(a) "Applicable Law" means, collectively and in each case to the extent applicable to the Agreement, the Services or a Party and as in effect at the relevant time, all: (1) federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, orders, guidance, interpretations and decrees of any Governmental Authority; (2) rules of any clearing house (including NACHA) or image archive or exchange; and (3) certificates of incorporation, bylaws, rules, operating regulations, policies, procedures, manuals, guides, bulletins and other requirements of any payment network.

(b) "Authorized User" means, with respect to a particular Service, a person identified as such by an Authorized Representative in your Setup Form for that Service (or, if you elect the self-administration option on your Service Selection and Administration Form, a person identified as such by your Security Administrator through our System or in another manner acceptable to us).

(c) "Available Funds" means funds on deposit in a Designated Account and available for withdrawal pursuant to Regulation CC of the Board of Governors of the Federal Reserve System and our funds availability policies and schedule. Funds are not available for withdrawal if they are subject to legal process or a hold or other restriction on withdrawal.

(d) "Business Day" means any day on which we and the Federal Reserve Banks are open.

(e) "Callback Party" means, with respect to a particular Service, a person identified as such by an Authorized Representative in your Setup Form for that Service (or, if you elect the self-administration option on your Service Selection and Administration Form, a person identified as such by your Security Administrator through our System or in another manner acceptable to us).

(f) "Claims" means all claims, disputes, demands, actions, suits and other litigation, arbitration or other dispute resolution or administrative proceedings, in each case regardless of whether: (1) initiated by you, by us or by a third party, or (2) initiated before or after the applicable Designated Account is closed or the Agreement is terminated.

(g) "Credentials" means, collectively, all usernames, passwords, PINs, answers to challenge questions, tokens, encryption certificates and similar information and devices used in connection with the Security Procedures and associated with or necessary for your access to our System and use of certain Services.

(h) "Designated Account" means, with respect to a particular Service, a deposit account you maintain with us and that is identified in your Setup Form for that Service as an account to be used as a source of payment for (or to receive the proceeds of) Transactions relating to that Service and all fees, charges and other amounts you owe us with respect to that Service and, as applicable, with respect to which information or reports may be accessed or instruction may be provided through that Service.

(i) "Designated Function" means, with respect to a particular Service, the functions of that Service that are available to an Authorized User with respect to a Designated Account as identified in your Setup Form for that Service (or, if you elect the self-administration option on your Service Selection and Administration Form, the functions of that Service that are available to an Authorized User with respect to a Designated Account as identified by your Security Administrator through our System or in another manner acceptable to us).

(j) "FinCEN" means the Financial Crimes Enforcement Network, a division within the U.S. Treasury Department.

(k) "Governmental Authority" means a governmental or regulatory authority having authority over a Party, the Agreement or the Services (including, as applicable, OFAC and FinCEN).

(l) "Item" means a payment made, received, or processed through or using the Services or our System, including a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic transfer, and electronic transaction (including a wire transfer and an automated clearinghouse debit or credit entry), any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and an adjustment or a photocopy or an image of any of the foregoing.

(m) "Losses" means all losses, liabilities, damages, judgments, awards, fines or penalties (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), fees, charges and other expenses (including reasonable attorneys' fees and the costs and expenses of collection, investigation, litigation, arbitration or other dispute resolution or administrative proceedings).

(n) "NACHA" means the National Automated Clearing House Association.

(o) "OFAC" means the U.S. Treasury Department's Office of Foreign Assets Control.

(p) "Party" means you or us, as the context requires.

(q) "Security Administrator" means a person designated as such by an Authorized Representative in a form acceptable to us.

(r) "Security Procedures" means the procedures established by the Agreement for the purpose of verifying that an instruction or communication is authentic.

(s) "System" means our internet-based information delivery and transaction initiation system as may be offered from time to time.

(t) "Transaction" means an Item or any adjustment, charge back, reclamation, reversal, return, rejection, Claims or Losses relating to an Item.



## ACH ORIGATION TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions are one of the Terms and Conditions referred to in Providence Bank's Cash Management Master Agreement (the "**Master Agreement**") and relate to the ACH Origination Service offered by Providence Bank, which is one of the Services referred to in the Master Agreement. Throughout these Terms and Conditions, (a) Providence Bank is referred to as "**we**," "**us**" or "**our**;" (b) the person or entity using the ACH Origination Service is referred to as "**you**" or "**your**;" and (c) capitalized terms used but not defined in these Terms and Conditions have the meanings given to them in the Master Agreement, in the General Terms or in the NACHA Operating Rules & Guidelines (the "**NACHA Rules**") as adopted by NACHA and in effect from time to time (except that the term "**Entry**", in addition to the meaning given to it in the NACHA Rules, also (1) includes any data you give us and that we use to prepare or initiate an Entry on your behalf and (2) refers to a batch or file of Entries, as applicable). Your use of the ACH Origination Service is subject to these Terms and Conditions, the Master Agreement and the other documents comprising the Agreement as specified in the Master Agreement. It is also subject to any terms of use relating to the Internet site through which you access the Business Online Banking Service but, if there is a conflict between those terms of use and the Agreement, the terms of the Agreement control. For the avoidance of doubt, a transfer of funds made through the ACH Origination Service is not a Wire Transfer for purposes of, and is not subject to, our Wire Transfer Terms and Conditions.

2. **Description of the ACH Origination Service.** The ACH Origination Service enables you to initiate debit and credit Entries through the Automated Clearing House. We act as the ODFI for each Entry you transmit to us through the ACH Origination Service. You will be the Originator for each such Entry. Details regarding the functionality of the ACH Origination Service and certain formatting and other technical requirements that you must follow when using the ACH Origination Service are provided in the ACH Origination Service Documentation.

3. **The NACHA Rules.** You agree to be bound by and comply with the NACHA Rules in using the ACH Origination Service, whether or not an Entry is sent through the Automated Clearing House. You also agree not to originate Entries that violate the laws of the United States (including any economic sanctions programs administered by the Office of Foreign Assets Control) or any other Applicable Law. You also acknowledge that we have given you notice, for a credit Entry subject to Article 4A, of each of the following (a) the Entry may be Transmitted through the Automated Clearing House, (b) your rights and obligations concerning the Entry are governed by and construed in accordance with the laws of the State that apply to the Agreement, (c) credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of UCC and (d) if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and you will not be considered to have paid the amount of the credit Entry to the Receiver.

4. **Transmitting Entries to Us.** You may only transmit Entries (or requests to cancel or amend Entries) to us through our Business Online Banking Service. An Entry (or request to cancel or amend an Entry)

transmitted to us through our Business Online Banking Service is also subject to the Business Online Banking Terms and Conditions and, in the event of any conflict between these Terms and Conditions and the Business Online Banking Terms and Conditions, the Business Online Banking Terms and Conditions will control. You may only transmit Entries to us of the type(s) designated by SEC Code(s) in your ACH Origination Service Setup Form. Each Entry you transmit to us must comply with the requirements of, and be identified by, the applicable SEC Code, including all NACHA record formatting specifications. We may, at any time, prohibit you from initiating certain types of Entries through the ACH Origination Service. You will not use a third party to transmit an Entry (or a request to cancel or amend an Entry) to us on your behalf without our prior written consent and, if you use any such third party, (a) you are responsible for all acts, errors and omissions of such third party and (b) each reference to you in these Terms and Conditions includes such third party, as appropriate.

5. **Exposure Limits.** We may establish and change aggregate and individual dollar limits for your Entries (or types of Entries). Those limits are referred to in these Terms and Conditions as the "Exposure Limits". We will tell you what your Exposure Limits are from time to time.

6. **Requests to Cancel or Amend Entries.** You have no right to reverse, delete, cancel or amend an Entry after we receive it. If you request us to reverse, delete, cancel or amend an Entry and we are able to verify such request in accordance with the applicable Security Procedures, we will use reasonable efforts to effect such request by issuing a Reversing Entry except in limited circumstances where we have the capability to delete the Entry. You will reimburse us for any expenses, losses or damages we incur in effecting or attempting to effect any such request and, at our option, will deposit funds with us or provide us other assurances of payment reasonably satisfactory to us to cover any such expenses, losses or damages as a condition to our effecting or attempting to effect any such request. We have no liability to you or any other person if we are unable to effect any such request.

7. **Processing and Transmittal of, and Settlement for, Entries.**

(a) Except as provided below for On-Ups Entries, Same Day Entries and suspension or rejection of Entries, we will (1) process Entries received from you to conform with the file specifications set forth in the NACHA Rules, (2) transmit such Entries as the ODFI to an ACH Operator and (3) settle for such Entries as provided in the NACHA Rules.

(b) Each ACH Operator establishes certain deadlines from time to time for transmission of Entries in order for the Entries to be processed on the Effective Entry Date shown on such Entries. We will use commercially reasonable efforts to transmit such Entries to an ACH Operator by the deadline established by such ACH Operator one business day prior to the Effective Entry Date shown in such Entries so long as (1) we receive such Entries by the deadline we establish from time to time on a business day, (2) the Effective Entry Date shown in such Entries is at least one day after such business day and (3) such ACH Operator is open for business on such business day. For Entries we receive after those times, we will use commercially reasonable efforts to transmit such Entries to an ACH Operator by the next deposit

deadline of such ACH Operator on a business day on which such ACH Operator is open for business.

(c) If you send us a Reversing Entry, you will notify the Receiver that such Reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of such Reversing Entry.

(d) You acknowledge that, from time to time, we may need to suspend processing of an Entry for greater scrutiny, verification against the Specially Designated Nationals list, or do or take such other actions as are necessary to comply with Applicable Law (including any economic sanctions programs administered by the Office of Foreign Assets Control) and that these actions may affect processing, settlement and/or availability.

8. On-Us Entries. Except as provided below for suspension or rejection of Entries, if we receive an Entry for credit or debit to an account maintained with us (each such Entry is referred to in these Terms and Conditions as an "On-Us Entry"), we will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, so long as (1) we receive such Entry by the deadline we establish from time to time on a business day and (2) the Effective Entry Date shown in such Entry is at least one day after such business day. For Entries we receive after those times, we will use commercially reasonable efforts to credit or debit the Receiver's account in the amount of such Entry on the business day following such Effective Entry Date.

9. Same Day Entries.

(a) Except as provided below for suspension or rejection of Entries, (1) we will use commercially reasonable efforts to Transmit Same Day Entries to an ACH Operator by the deadline established by that ACH Operator for same-day processing and settlement on the Effective Entry Date shown in those Same Day Entries so long as: (A) we receive those Same Day Entries on a Business Day by the same-day processing deadlines set forth in the ACH Origination Service Documentation; (B) the Effective Entry Date shown in those Same Day Entries is that Business Day and (C) that ACH Operator is open for business on that Business Day; (2) for Same Day Entries we receive after that deadline on a Business Day or on a day that is not a Business Day, we will use commercially reasonable efforts to Transmit those Entries to an ACH Operator by the next same-day processing and settlement deadline of that ACH Operator on a Business Day on which that ACH Operator is open for business; and (3) Entries with a stale or invalid Effective Entry Date that we receive before the same-day processing deadline set forth in the ACH Origination Service Documentation will be processed as Same Day Entries if they are otherwise eligible for same-day processing and settlement.

(b) You may not Transmit a Same Day Entry to us that exceeds the dollar limit for Same Day Entries set forth in the NACHA Rules. In addition to that limit and any other Exposure Limits we have established for you, we may establish and change aggregate and individual dollar limits on your Same Day Entries. We may also require you to designate an Entry as a Same Day Entry by using the Company Descriptive Date field of the Company/Batch Header Record. If we elect to do so, (1) that requirement will be reflected in the ACH Origination Service Documentation; (2) we have no obligation to process an Entry as a Same Day Entry if it is not so designated, even if we receive that Entry by the same-day processing deadline set forth in the ACH Origination

Service Documentation on the Effective Entry Date shown in that Entry and (3) if we receive an Entry by the same-day processing deadline set forth in the ACH Origination Service Documentation on the Effective Entry Date shown in that Entry, we may process that Entry as a Same Day Entry, even if that Entry is not so designated. Each Entry that you Transmit to us, or that we process, as a Same Day Entry is subject to a special fee as we disclose to you from time to time.

10. Suspension or Rejection of Entries. We may suspend processing of and/or reject any Entry (or request to cancel or amend an Entry) that (a) does not comply with the NACHA Rules, the Master Agreement, these Terms and Conditions or the ACH Origination Service Documentation, (b) contains an Effective Entry Date more than 5 business days after the business day we receive such Entry, (c) exceeds your Exposure Limits or (d) we have been unable to verify through use of the Security Procedures described below. We may suspend processing of and/or reject an On-Us Entry for any reason for which an Entry may be returned under the NACHA Rules. We may also suspend processing of and/or reject an Entry (or request to cancel or amend an Entry) (1) if you fail to comply with any of your obligations under these Terms and Conditions, including your payment obligations and your obligation to maintain sufficient collected balances in your Designated Account(s) or (2) for any reason for which an Entry may be returned under the NACHA Rules. We will notify you by phone, electronic transmission, or in writing of such suspension in processing and/or rejection no later than the business day we would otherwise have transmitted such Entry (or request to cancel or amend an Entry) to an ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. We are not liable to you for any such suspension of processing and/or rejection of an Entry (or request to cancel or amend an Entry) or for not giving you notice earlier than the time provided above. If an Entry is rejected by an ACH Operator for any reason, you are solely responsible for correcting any Entry you intend to resubmit and for reinitiating such Entry.

11. Suspension or Termination of Service. In addition to, and without in any way limiting, any other rights we have to terminate or suspend your use of the ACH Origination Service, we may terminate or suspend your use of the ACH Origination Service immediately and without giving you prior written notice if (a) you breach the NACHA Rules, (b) any Entry you transmit to us or any of your acts or omissions might cause us to breach the NACHA Rules or any representations or warranties we make under the NACHA Rules or (c) we believe such termination or suspension is necessary for us to comply with the NACHA Rules.

12. Inconsistent, Inaccurate or Incomplete Entries. We have no obligation to review an Entry for inconsistencies or to confirm the accuracy or completeness of an Entry. If an Entry inconsistently describes the Receiver by name and account number, Payment of the Entry may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number, even if such number identifies a person other than the Receiver. You are solely responsible for any such inconsistency and the accuracy and completeness of an Entry and your obligation to pay us the amount of such Entry is not excused in such circumstances.

13. Notice of Returned Entries. We will notify you by mail, phone and/or electronic transmission of each Entry returned by an ACH Operator no later than one business day after the business day on which we receive such returned Entry. We have no obligation to

retransmit a returned Entry to the ACH Operator if we complied with these Terms and Conditions with respect to the original Entry. If you want us to retransmit a returned Entry to the ACH Operator, you must retransmit that Entry to us.

14. Notifications of Change. We will notify you by mail, phone and/or electronic transmission of each Notification of Change relating to your Entries within two business days after we receive it. You will make the required change(s) prior to submitting any further Entries to the applicable Receiver's account or, if later, within six (6) banking days after receiving a Notification of Change. If you fail to correct an Entry in response to a Notification of Change, NACHA may impose fines against you that may be debited directly against your Designated Account(s) without prior notice.

15. Security Procedures. The Security Procedures for verifying the authenticity of an Entry (or a request to amend or cancel an Entry) initiated through our Business Online Banking Service, include the requirements that:

(a) your Authorized Users log on to the Business Online Banking System using Credentials and a random number generated by a token or other device we will provide;

(b) such Entry (or request to cancel or amend an Entry) is initiated and approved through Dual Control; and

(c) your authorized Users provide answers to security questions to initiate or approve such Entry (or request to cancel or amend an Entry).

(d) You agree these Security Procedures are commercially reasonable for you in light of the anticipated size, type and frequency of your Entries.

16. Payment for Entries.

(a) You and we will pay each other for Entries we transmit on your behalf as follows:

(1) You will pay us the amount of each credit Entry (including On-Us Entries) we transmitted on your behalf at such time on the Settlement Date of each such credit Entry as we may determine.

(2) You will pay us the amount of each debit Entry we transmitted on your behalf and that is returned by the RDFI immediately on the date such Entry is returned to us.

(3) You will pay us the amount of any adjustment Entries which we previously paid to you immediately on the date we receive such adjustment Entry.

(4) We will pay you the amount of each debit Entry (including On-Us Entries) we transmitted on your behalf at such time on the Settlement Date of each such debit Entry as we may determine.

(5) We will pay you the amount of each credit Entry we transmitted on your behalf and that is returned by the RDFI at such time on the date we such Entry is returned to us as we may determine.

(6) Any payment we make for any debit Entry, returned credit Entry or credit reversal is provisional until we receive final settlement for such Entry. If final settlement is not received, we are entitled to a refund. We are not obligated to make the amount of any debit Entry, returned credit Entry or credit reversal available for you to

withdrawal before such amount constitutes collected funds. Whether or not constituting collected funds, we may charge back and recover from you any such amount credited to your Designated Account(s) if we do not receive final settlement, the Entry is returned, we receive an adjustment Entry pursuant to the NACHA Rules or the Entry violates the Agreement. We may, in our discretion, require that you maintain all settlement funds in a Designated Account.

(b) You authorize us, without notice or demand, to debit or credit your Designated Account(s) in order to effect any of the payments described above. You must at all times maintain sufficient available funds in your Designated Account(s) to cover your payment obligations to us under these Terms and Conditions. If your obligations to us at any time exceed the available funds in your Designated Account(s), we may refuse to process Entries until you deposit sufficient available funds in your Designated Account(s) and/or debit or place a hold on funds in any other account you maintain with us. We have the right to set off against any amount we owe you, in payment of your obligations to us.

17. Pre-Funding and Reserves.

(a) We may require you to fund your Designated Account(s) prior to the Settlement Date of an Entry. We will determine if such pre-funding is required based on criteria we establish from time to time. We will notify you if pre-funding is required and, if you request, will provide an explanation of our pre-funding criteria. If we determine that pre-funding is required, you will provide immediately available and collected funds sufficient to pay all Entries you initiate (i) not later than 8:00 a.m. local time the number of business days before each Settlement Date which we notify to you from time to time and (ii) prior to initiating any Entries for which pre-funding is required.

(b) In addition, from time to time we may evaluate your transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. In connection with these evaluations, we may require you to establish reserves with us in an amount we determine is sufficient to cover your obligations to us under these Terms and Conditions. We may express such reserves as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by our periodic evaluations. We will notify you of the amount of reserves, if any, we may require from time to time. You agree to establish any reserves we may require within 5 business days after the date of our notice setting forth the amount of such reserves and the basis of the calculation we used to determine the amount of such reserves. We may suspend your use of the ACH Origination Service if you fail to timely establish any such reserve.

18. Prompt Reconciliation of Online Account Summaries. Entries we transmit on your behalf to an ACH Operator (or, with respect to On-Us Entries, that we post to a Receiver's account maintained with us) will be reflected in the online account summaries regarding your Designated Account(s) that we make available to you pursuant to our Business Online Banking Service. You must promptly review each such online account summary and notify us of any discrepancy between the information shown in such online account summary and your books and records. If you fail to notify us of any such discrepancy within one business day after we make an online account summary available to you, you are precluded from asserting such discrepancy against us and we have no liability for any other losses resulting from your failure to give us such notice or any loss of interest or any interest equivalent with



respect to any Entry reflected in such online account summary. The foregoing obligation for you to promptly discover and report, and the limitation on our liability regarding, any such discrepancies are in addition to any similar obligation, or limitation, under the Master Agreement.

19. Representations. With respect to each Entry you send us, you represent and warrant to, and agree with, us that (a) such Entry has been properly authorized by you and the Receiver in accordance with the NACHA Rules, (b) your authorization of such Entry has not been revoked and you do not have actual knowledge of the revocation of the Receiver's authorization of, or of the termination of the agreement between the RDFI and the Receiver concerning, such Entry, (c) at the time such Entry is processed by the RDFI, the authorization for such Entry has not been terminated, in whole or in part, by operation of law, (d) such Entry complies with the Agreement and the NACHA Rules, including the use of the proper SEC Code, (e) such Entry contains the Receiver's correct account number and, except for information within the purview of the RDFI's relationship with the Receiver, all other information necessary to enable the RDFI to comply with its obligations to provide the Reviewer information about such Entry under the NACHA Rules, (f) all information transmitted with such Entry is related to the payment represented by such Entry, (g) such Entry is not an IAT Entry, (h) you have complied with all pre-notification requirements of the NACHA Rules relating to such Entry, and (i) you have complied with (and such Entry complies with) all notice, disclosure and other requirements under all Applicable Laws (including the Electronic Fund Transfer Act and its implementing Regulation E) as they relate to such Entry, (j) if such Entry is a credit Entry, it is timely, (k) if such Entry is a debit Entry, it is (1) for an amount that will be due and owing to you from the Receiver on the Settlement Date, (2) for a sum specified by the Receiver to be paid to you, (3) to correct a previous credit Entry that was an Erroneous Entry, or (4) to reclaim from an RDFI an amount received by a recipient after death or legal incapacity of the recipient or the death of a beneficiary. In addition, you make each other representation and warranty to us regarding each Entry you send us that we are deemed to make regarding such Entry to any ACH Operator, RDFI or other person under the NACHA Rules or any Applicable Law (including those that relate to Entries under specific SEC Codes). The foregoing representations, warranties and agreements are in addition to those in the Master Agreement.

20. Data Retention. You will retain and provide us, upon request, all information and data necessary to remake or reconstruct any Entry for at least thirty (30) days following our transmittal of such Entry.

21. Tapes and Records. All magnetic tapes, Entries, Security Procedures and related records we use for transactions contemplated by these Terms and Conditions are and will remain our property. At our discretion, we may make such information available to you upon your request and at your expense.

22. Audits. We have the right, from time to time, to audit your compliance with the NACHA Rules, the Agreement and Applicable Law. You will provide us any information or records we reasonably request and otherwise cooperate with us in connection any such audit.

23. Evidence of Authorization and Notices of Error. You will obtain all consents and authorizations required under the NACHA Rules and will retain such consents and authorizations for two years after they expire. You will provide us copies of any such consent or and authorization within five (5) business days of our request. In addition, if we receive a notice of error pursuant to the Electronic Funds Transfer Act, Regulation E, or other Applicable Law concerning an Entry processed or authorized to be processed to an account with us, you will, within two (2) business days after written or oral notice, provide us with a copy of the authorization to debit or credit such account and, if applicable, proof of sending notice to the holder of such account of the varying amount, or other proof satisfactory to us that the error alleged did not occur. If the referenced documents or proof are not delivered timely, or the documents or proof do not give us a reasonable basis for determining that no error occurred, or if the error alleged did occur, we may charge you for the amount of the alleged error and for any penalty imposed on us.

24. Prohibition on Acting as a Third-Party Sender. The NACHA Rules contain special requirements and impose additional obligations on us when we act as the ODFI with respect to Entries that are sent us by a Third-Party Sender. As a result, we must obtain additional agreements and representations from a Third-Party Sender. You may not act as a Third-Party Sender when using the ACH Origination Service. However, if you send us any Entries as a Third-Party Sender, you automatically make the additional agreements and representations to us that are contemplated by the NACHA Rules.



## WIRE TRANSFER TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions are one of the Terms and Conditions referred to in Providence Bank's Cash Management Master Agreement (the "**Master Agreement**") and relates to the Wire Transfer Service offered by Providence Bank, which is one of the Services referred to in the Master Agreement. Throughout these Terms and Conditions, (a) Providence Bank is referred to as "**we**," "**us**" or "**our**"; (b) the person or entity using the Wire Transfer Service is referred to as "**you**" or "**your**;" and (c) capitalized terms used but not defined in these Terms and Conditions have the meanings given to them in the Master Agreement or in the General Terms. Your use of the Wire Transfer Service is subject to these Terms and Conditions, the Master Agreement and the other documents comprising the Agreement as specified in the Master Agreement. For the avoidance of doubt, a transfer of funds made through our ACH Origination Service is not a Wire Transfer and is not subject to these Terms and Conditions.
2. **Description of the Wire Transfer Service.** The Wire Transfer Service enables you to transfer funds from an account you maintain with us to an account you or a third party maintains with us or another financial institution. Each such transfer of funds is referred to in these Terms and Conditions as a "**Wire Transfer**" and each instruction we receive in your name (whether written, oral, telephonic or electronic) to initiate a Wire Transfer is referred to in these Terms and Conditions as a "**Payment Order**". Details regarding the functionality of the Wire Transfer Service and certain formatting and other technical requirements that you must follow when using the Wire Transfer Service are provided in the Wire Transfer Service Documentation.
3. **Initiating Payment Orders.** You may initiate a Payment Order (or a request to amend or cancel a Payment Order) through our Business Online Banking Service, by telephone, fax or email or by any other method we make available from time to time. A Payment Order sent through our Business Online Banking Service is also subject to our Business Online Banking Terms and Conditions and, in the event of any conflict between these Terms and Conditions and the Business Online Banking Terms and Conditions, the Business Online Banking Terms and Conditions will control. If you do not use our Business Online Banking Service but want to initiate one or more Payment Orders on a repetitive basis, you must complete, sign and give us a Wire Transfer Service Setup Form for such repetitive Payment Orders. You will not use a third party to initiate a Payment Order (or a request to amend or cancel a Payment Order) on your behalf without our prior written consent and, if you use any such third party, (a) you are responsible for all acts, errors and omissions of such third party and (b) each reference to you in these Terms and Conditions includes such third party, as appropriate.
4. **Requests to Cancel or Amend Payment Orders.** You have no right to cancel or amend a Payment Order after we receive it. If you request us to cancel or amend a Payment Order and we are able to verify such request in accordance with the applicable security procedures, we will use reasonable efforts to effect such request. You will reimburse us for any expenses, losses or damages we incur in effecting or attempting to effect any such request and, at our option, will deposit funds with us or provide us other assurances of payment reasonably satisfactory to us to cover any such expenses, losses or damages as a condition to our effecting or attempting to effect any such request. We have no liability to you or any other person if we are unable to effect any such request.
5. **Execution of Payment Orders.** If we receive a Payment Order (or a request to amend or cancel a Payment Order) on a funds-transfer business day and before the deadline we establish from time to time, we will execute that Payment Order (or request to amend or cancel a Payment Order) on the funds-transfer business day we receive it. If we receive a Payment Order (or a request to amend or cancel a Payment Order) on a funds-transfer business day after that deadline or at any time on a day that is not a funds-transfer business day, we will execute that Payment Order (or request to amend or cancel a Payment Order) on our next funds-transfer business day. Wire Transfers may be delayed if the beneficiary's bank or any intermediary bank is not accepting or processing Wire Transfers (e.g., due to a local holiday).
6. **Foreign Transfers.** Except as set forth in this paragraph, we will send all Wire Transfers in United States Dollars. We have no obligation to accept a Payment Order that requests a Wire Transfer to be made in any foreign currency. If, at our option, we accept a Payment Order that requests a Wire Transfer to be made in a particular foreign currency, we will send that Wire Transfer in the requested foreign currency, but we will convert the debit to your Designated Account(s) into United States Dollars at the exchange rate available to us on the day we send that Wire Transfer, plus the amount of any charges and expenses we incur in connection with such conversion. If a Wire Transfer denominated in a foreign currency is returned to us, we will convert the credit to your Designated Account(s) into United States Dollars at the exchange rate available to us on the day we received such return, less the amount of any charges and expenses we incur in connection with such conversion. If a Payment Order requests a Wire Transfer in which the beneficiary's bank is located outside of the United States, you instruct us, at our option, to (a) obtain payment of our charges for services and expenses in connection with the execution of such Payment Order by sending a Wire Transfer in an amount equal to the amount of such Payment Order less the amount of such charges and/or (b) instruct any subsequent receiving bank to obtain payment of its charges in the same manner. We have no liability to you or any other person for any losses arising from any such deduction of charges from a Payment Order or from any currency conversions we effect in good faith within a reasonable time after receiving funds for conversion. You acknowledge that, from time to time, we may need to suspend processing of an Entry for greater scrutiny, verification against the Specially Designated Nationals list, or do or take such other actions as are necessary to comply with Applicable Law (including any economic sanctions programs administered by the Office of Foreign Assets Control) and that these actions may affect processing, settlement and/or availability.
7. **Inconsistent, Inaccurate or Incomplete Payment Orders.** We have no obligation to review a Payment Order (or a request to amend or cancel a Payment Order) for inconsistencies or to confirm the accuracy or completeness of a Payment Order (or a request to amend or cancel a Payment Order). If a Payment Order (or a request to amend or cancel a Payment Order) inconsistently describes the beneficiary, the beneficiary's bank or an intermediary bank by name and identifying or account number, we and other financial institutions may process that Payment Order (or request to amend or cancel a Payment Order) on the basis of the identifying or account number, rather than the name, even if such number identifies a different person, account or bank. You are solely responsible for any such inconsistency and the accuracy and

completeness of each Payment Order (or request to amend or cancel a Payment Order).

8. Security Procedures. The Security Procedures for verifying the authenticity of a Payment Order (or a request to amend or cancel a Payment Order) depend on the method you use to initiate that Payment Order (or request to amend or cancel a Payment Order).

(a) The Security Procedures for verifying the authenticity of a Payment Order (or a request to amend or cancel a Payment Order) initiated through our Business Online Banking Service, include the requirements that:

(1) your Authorized Users log on to the Business Online Banking System using Credentials and a random number generated by a token or other device we will provide;

(2) such Entry (or request to cancel or amend an Entry) is initiated and approved through Dual Control; and

(3) your authorized Users provide a PIN to initiate or approve such Entry (or request to cancel or amend an Entry).

(b) For a Payment Order (or a request to amend or cancel a Payment Order) initiated by telephone, fax or email or by any other method (other than our Business Online Banking Service or in person) we make available from time to time, the Security Procedures include a telephonic confirmation from a Callback Party.

(c) You agree these Security Procedures are commercially reasonable for you in light of the anticipated size, type and frequency of your Payment Orders.



## REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions are one of the Terms and Conditions referred to in Providence Bank's Cash Management Master Agreement (the "Master Agreement") and relate to the Remote Deposit Capture Service offered by Providence Bank, which is one of the Services referred to in the Master Agreement. Throughout these Terms and Conditions, (a) Providence Bank is referred to as "we," "us" or "our;" (b) the person or entity using the Remote Deposit Capture Service is referred to as "you" or "your;" and (c) capitalized terms used but not defined in these Terms and Conditions have the meanings given to them in the Master Agreement or the General Terms. Your use of the Remote Deposit capture Service is subject to these Terms and Conditions, the Master Agreement and the other documents comprising the Agreement as specified in the Master Agreement.

2. **Description of the Remote Deposit Capture Service.** The Remote Deposit Capture Service enables you to create an electronic image of an original paper check along with a file of certain information relating to that check and to transmit that electronic image and related information to us for deposit to your account(s) in lieu of depositing the original paper check with us. Each such electronic image and file of related information is referred to in these Terms and Conditions as a "Captured Image" and that term also refers to Captured Images, as applicable. Details regarding the functionality of the Remote Deposit Capture Service and certain formatting and other technical requirements that you must follow when using the Remote Deposit Capture Service are provided in the Remote Deposit Capture Service Documentation.

3. **Required Hardware and Software.** In order to use the Remote Deposit Capture Service, you must use a scanner we provide and you must also have or obtain at least one personal computer and certain related hardware that meets or exceeds the specifications set forth in the Remote Deposit Capture Service Documentation. The scanner we provide you remains our property. However, you are solely responsible for maintaining it in accordance with the manufacturer's recommendations and you must return it to us in good working order within 30 days after the termination of these Terms and Conditions. In addition, we will sublicense certain software to you that is needed to operate the scanner. That software is part of the Software Materials referred to in the Master Agreement. A separate copy of that software must be downloaded for each personal computer that you use in connection with the Remote Deposit Capture Service. You must also have or obtain other software that meets or exceeds the specifications set forth in the Remote Deposit Capture Service Documentation.

4. **Daily Limits.** From time to time we may establish and change limits on the number of Captured Images and/or the total dollar amount of Captured Images that may be created, processed and submitted through the Remote Deposit Capture Service on a single business day (each such limit is referred to in these Terms and Conditions as a "Daily Limit"). We will tell you what your Daily Limits is from time to time.

5. **Creating and Transmitting Captured Images.**

(a) In order to create Captured Images, an Authorized User must use the scanner we provide and one of your personal computers on which the software we provide has been installed (such scanner, personal computer and software are referred to in these Terms and Conditions as the "Remote Deposit Capture System"). After logging on

to the Remote Deposit Capture System using Credentials, an Authorized User may use the Remote Deposit Capture System to create Captured Images of original paper checks.

(b) You may only use the Remote Deposit Capture System to create a Captured Image of an original paper check (as that term is defined in Regulation CC, 12 CFR Part 229) that is payable to you, that you have restrictively endorsed for deposit to a Designated Account and that otherwise satisfies the eligibility criteria set forth in the Remote Deposit Capture Service Documentation. You may not use the Remote Deposit Capture System to create a Captured Image of (1) a substitute check or a remotely created check (as those terms are defined in Regulation CC) unless, in the case of a substitute check, it has previously been endorsed by a bank, (2) a check that was issued by, or drawn on an account belonging to, you or any of your affiliates, (3) a check that is drawn on a foreign financial institution or that is denominated in a foreign currency, (4) a check that violates any Applicable Law or (5) a check that you suspect or reasonably should suspect is forged, altered or otherwise fraudulent or not authorized by the owner of the account on which it is drawn.

(c) You are solely responsible for the quality and legibility of each Captured Image. Each Captured Image must contain a complete copy of the front and back of the original paper check to which it relates and must be of such quality that a sight review of such Captured Image enables us to clearly read the following attributes of such check: (1) its amount, (2) its payee, (3) the drawer's signature, (4) its date, (5) its serial number, (6) all information identifying the drawer and the paying bank that is preprinted or encoded on such check (including the routing and transit number, account number, serial number and amount to the extent encoded in the so-called "MICR line" of such check) and (7) all other information placed on such check prior to the time the image of it was captured, such as any identification information written on the front of such check and any endorsements applied to the back of such check. Each Captured Image must also comply with any standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve System and any other applicable regulatory agency, clearing house or image exchange.

(d) You acknowledge that current image technology may not capture all security features (such as watermarks, holograms, micro-printing, etc.) contained in the original paper check, and you are solely responsible for any and all losses resulting from claims based on security features that do not survive the imaging process. You also acknowledge that we do not verify the accuracy, legibility or quality of a Captured Image prior to processing it.

(e) After you have used the Remote Deposit Capture System to create one or more Captured Images, you may transmit such Captured Images to us through our Business Online Banking Service. Captured Images transmitted to us through our Business Online Banking Service are also subject to the Business Online Banking Terms and Conditions and, in the event of any conflict between these Terms and Conditions and the Business Online Banking Terms and Conditions, the Business Online Banking Terms and Conditions will control. However, before you transmit Captured Images to us you must first balance the amount of such Captured Images as reflected in the Remote Deposit Capture System to the face amount of the original paper checks to which such



Captured Images relate. Once you have transmitted Captured Images to us, you may not cancel them. Subject to the Daily Limit(s), you may send Captured Images to us throughout any business day.

(f) You will not use a third party to create or transmit Captured Images to us on your behalf without our prior written consent and, if you use any such third party, (1) you are responsible for all acts, errors and omissions of such third party and (2) each reference to you in these Terms and Conditions includes such third party, as appropriate.

#### 6. Receipt and Processing of Captured Images.

(a) We have no responsibility for Captured Images until we have received the complete transmission of them and have accepted them for deposit as described below. You are solely responsible for any loss, misdelivery, interception or alteration of Captured Images prior to that time. We have no obligation to accept Captured Images and may reject them at our discretion without notice or liability to you.

(b) We must receive all Captured Images by the deadline we establish from time to time. If Captured Images are not balanced or are received after that deadline, they will be deemed to have been received on our next business day.

(c) Once we receive Captured Images, we may examine them to determine if they (1) are in balance, (2) comply with the requirements of these Terms and Conditions and the Remote Deposit Capture Service Documentation, (3) comply with the Daily Limit(s), (4) relate to a potentially fraudulent check or (5) contain other errors. If, based on our examination, we determine that such Captured Images do not satisfy these requirements, we may reject them or, at our option, we may accept, correct and process them. In that regard, we may correct an error in Captured Images by provisionally crediting the Designated Account(s) for the full amount of such Captured Images and then making any necessary adjustment to correct such error. If we reject Captured Images, you must either (A) correct the issues giving rise to such rejection, recapture such Captured Images and resubmit them to us or (B) deposit the original paper checks with us.

(d) If, after our examination of Captured Images, we elect to accept them for deposit to your Designated Account(s), we will then use each such Captured Image to create a substitute check, process such Captured Image as an electronic item or take such other action as we determine is appropriate to present such Captured Image for payment to the financial institution (the "Drawee Bank") on which the original paper check to which it relates was drawn. In any such event, your deposit will be subject to the terms of any agreement we have with other financial institutions and the rules of any applicable clearing houses or image exchanges relating to the presentation of substitute checks, electronic items or such other action we take to present such Captured Image for payment to the Drawee Bank.

(e) The credit to your Designated Account(s) with respect to each Captured Image is provisional and may be revoked if we fail to receive full and final settlement with respect to such Captured Image. If any Captured Image (or any substitute check, electronic item or other method we use to collect it) is dishonored or otherwise returned to us by the Drawee Bank, (1) you may not deposit the original paper check to which such Captured Image relates and (2) because you have possession of such original paper check (or have destroyed it as required by these Terms and Conditions), we are not required to return it to you.

(f) While we generally apply our funds availability policy to deposits you make to savings accounts (including money market savings accounts), and to deposits made remotely through a mobile or other electronic device, please note that these deposits are not subject to the funds availability requirements of Federal Reserve Board Regulation CC and our funds availability policy does not apply to these deposits, and we may delay availability of funds from these deposits. You remain liable for all errors, inaccuracies, breaches or warranties and other losses we incur with respect to any Captured Image that we accept for deposit to your Designated Account(s) after we make funds relating to it available to you.

7. Original Checks and Captured Images. Promptly after transmitting a Captured Image to us you must stamp the original paper check to which such Captured Image relates as "processed" or otherwise frank or mark it in a conspicuous and indelible manner indicating that it has been electronically deposited. You must securely store the original paper check for a period of ninety (90) days after we have notified you that we have accepted it and, unless we give you written instructions to the contrary, must securely destroy the original paper check at the end of that period. You must make an original paper check available to us upon request. You agree that you will not create more than one Captured Image of any original paper check and that you will not negotiate, deposit or otherwise transfer any original paper check to us or to any other person or entity after you have created a Captured Image of it. You also agree that you will not (a) transmit a Captured Image of any original paper check to us more than once, (b) transmit a Captured Image of any original paper check to us that you have previously transmitted to any other person or entity, (c) transmit a Captured Image of any original paper check to any other person or entity after you have transmitted it to us; (d) transmit a Captured Image of any original paper check if that check has been used as a source document for the initiation of an ACH or other electronic debit or (e) use any original paper check as a source document for the initiation of an ACH or other electronic debit after you have transmitted a Captured Image of it to us.

8. Contingency Plan. If, for any reason, the Remote Deposit Capture Service is not available or you are unable to create, balance or transmit Captured Images to us, you must deposit the original paper checks with us by another method, such as an in-person deposit at one of our branches or a deposit by mail.

9. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each Captured Image you transmit to us that you would have made if you had deposited the original paper check to which such Captured Image relates into your Designated Account(s) and you also make each representation and warranty to us regarding each Captured Image you transmit to us that we are deemed to make regarding it (or any substitute check, electronic item or other method we use to collect it) to any other person or entity under Applicable Law. In addition, you represent and warrant to us with respect to each Captured Image you transmit to us that (a) such Captured Image (1) accurately represents all of the information on the front and back of the original paper check at the time the Captured Image was created and (2) is otherwise sufficient for us to satisfy our obligations as the truncating and reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (1) the original paper check, (2) an electronic item or substitute check that we create from such Captured Image or (3) a paper or electronic representation of the original paper check or of a substitute check that we create from the Captured Image,

such that the person or entity will be asked to make a payment based on a check that it has already paid. The foregoing representations and warranties are in addition to those in the Master Agreement.

10. Your Indemnification Obligations. You agree to defend, indemnify, protect and hold us, our affiliates, our vendors and our respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), penalties (including those for late tax deposits), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) your use of the Remote Deposit Capture Service or System to create a Captured Image of a remotely created check, (b) your use of the Remote Deposit Capture Service or System in a manner not expressly permitted in these Terms and Conditions) or (c) the receipt by any person or entity of (1) an electronic item, (2) a substitute check or (3) a paper or electronic representation of the original paper check or the substitute check that we create from a Captured Image that you transmit to us, instead of the original paper

check. The foregoing indemnification obligations are in addition to those in the Master Agreement.

11. Security Procedures.

(a) The Security Procedures for verifying the authenticity of Captured Images include the requirement that your Authorized Users log on to the Remote Deposit Capture System using Credentials.

(b) You agree these Security Procedures are commercially reasonable for you in light of the anticipated size, type and frequency of your Captured Images.

12. Training and Supervision. You must train your employees and other representatives in the use of the Remote Deposit Capture Service and are solely responsible for supervising and auditing access to and use of the Remote Deposit Capture Service by such persons.

13. Site Visit/Audit. You must cooperate with us and, with reasonable advance notice during your normal business hours, permit us or our representatives to periodically visit your business locations to review your security policies and procedures and your compliance with the Agreement and Applicable Law.



**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cary Patterson, City Planner  
**Presenter:** Cary Patterson, City Planner  
**Date Submitted:** September 21, 2020

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**Agenda Item:**

Bill 20-51 - Rezoning Case 406, Arapaho, LLC., is requesting a rezoning of property currently zoned C-1 (General Commercial) and C-1b (Commercial Lodging) to C-1 (General Commercial) with and E-3 Overlay for the development of an amphitheater next tot he Backwater Jacks lakefront entertainment facility. *Second Reading*

**Requested Action:**

Second Reading of Bill #20-51

**Ordinance Referenced for Action:**

Board of Aldermen approval required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

**Deadline for Action:**

Yes - 90 day rule

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

See attached Report and exhibits

The Planning Commission reviewed the request at their meeting on July 14, 2020 and have forwarded it to the Board with a recommendation to approve the request with a 5 yes to 2 no vote.

**City Attorney Comments:**



The first reading was read and passed by the Board of Aldermen on September 17, 2020.

Per City Code 110.230, Bill 20-51 is in correct form.

**City Administrator Comments:**

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING 14 ACRES AS DESCRIBED IN REZONING CASE NO. 406.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. That the real estate, described as follows, 14 acres zoned C-1b (Commercial Lodging) to C-1 (General Commercial) with an E-3 Overlay for an Amphitheatre

See Exhibit A: Property Boundary Description.

Section 2. That the development as described herein and referred to as Case 406 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances, and the permitted uses and restrictions set forth in “Exhibit B” attached hereto.

Section 3. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: September 17, 2020

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.51 was duly passed \_\_\_\_\_, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance 20.51.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tara Berreth, City Clerk

## Exhibit A: Property Boundary Description

### Commercial C1 Property Description:

That part of the West½ of Lot 3 of the Northwest Quarter of Section 6, Township 30 North, Range 15 West, Camden County, Missouri being part of land described in Warranty Deed recorded at Book 725, Page 124 in the Recorder of Deeds, Camden County, Missouri described as follows:

From the Southeast corner of the West½ of Lot 3 of the Northwest Quarter of Section 6 run North along the East line of the West½ Lot 3 of the Northwest Quarter 347.1 feet; thence South 87 degrees 15 minutes West 185.21 feet to the point of beginning; thence South 87 degrees 15 minutes West 568.69 feet to an iron pin set at the head of a cove near the shoreline of the Lake of the Ozarks; thence along the shoreline in a Southwesterly direction to a point on the West line of the West½ of Lot 3 of the Northwest Quarter of Section 6 which is North 235.1 feet from the Southwest corner of the West½ of Lot 3 of the Northwest Quarter; thence leaving the shoreline North along the West line of the West½ of Lot 3 of the Northwest Quarter 295.07 feet; thence leaving said West line North 57 degrees 33 minutes East 265.72 feet; thence North 74 degrees 00 minutes East 88.63 feet; thence North 83 degrees 20 minutes East 215.78 feet; thence South 87 degrees 25 minutes East 549.47 feet; thence North 80 degrees 05 minutes East 181.81 feet; thence South 390.76 feet to the place of beginning. Parcel contains 11 acres±.

### E3 Overlay Property Description:

That part of the West½ of Lot 3 of the Northwest Quarter of Section 6, Township 30 North, Range 15 West, Camden County, Missouri being part of land described in Warranty Deed recorded at Book 725, Page 124 and in Book 665, Page 772 in the Office of the Recorder of Deeds, Camden County, Missouri described as follows:

From the Southeast corner of the West½ of Lot 3 of the Northwest Quarter of Section 6 run North 1 degree 11 minutes 46 seconds East along the East line of the West½ Lot 3 of the Northwest Quarter 347.1 feet; thence South 88 degrees 24 minutes 59 seconds West 500.0 feet to the point of beginning; thence North 1 degree 32 minutes 39 seconds West 200.0 feet; thence South 88 degrees 27 minutes 21 seconds West 350.0 feet; thence South 1 degree 32 minutes 39 seconds East 531.77 feet; thence North 88 degrees 27 minutes 21 seconds East 350.0 feet; thence North 1 degree 32 minutes 39 seconds West 331.77 feet to the point of beginning. Parcel contains 4.3 acres±.

## Exhibit B 1 of 3

**Permitted Uses:** The amphitheater and accessory uses requested as part of rezoning case 406 and illustrated on the submitted site plan. The subject property will now be governed by the regulations pertaining to E-3 overlays as specified in the Land Use Chapter of the City of Osage Beach Municipal Code the submitted site development plan, and the following.

**A maximum of twelve (12) events will be held at the subject facility per year.**

**All events will end at or prior to 11:45 PM Central Time.**

**Events will not take place concurrent with bands playing at the existing Backwater Jacks facility.**

**Construction Requirements:** All construction will be in conformance with the codes that are adopted by the City at the time that a Building Permit is requested for any portion of the development that a permit is required.

**Parking:** Will be required to meet the City Code governing off street parking for such a use. The appropriate number will be reached using land-based parking lot spaces and boat slips for the development as a whole. Any overflow parking will take place on the vacant lot located at the corner of Osage Beach Parkway and Beach Drive. Shuttles will be provided to take those patrons to and from the event if it is necessary to use the overflow lot. If a need for additional parking becomes evident, additional parking facilities will be required to be constructed on the commercially zoned property on site and owned by the applicant.

There will be no parking period along the roadways of Beach Drive or Sunset Drive. Any vehicles found parked in these locations will be subject to tow.

**Event Traffic Flow:** The applicant is required to work with the Osage beach Police Department to provide officers to direct traffic 2 hours prior to the gates opening and after the event until the lots are substantially clear. This is part of the recommendation from the applicants traffic specialist and the City's Engineers. The applicant or his assigns must apply for and Event Permit through the City a minimum of 30 days prior to each event so that the Osage Beach Police Department has time to plan for and coordinate the additional service. Fees for said service will be established by the City of Osage Beach and paid for by the applicant.

**Signage:** Signage located at the Sunset Drive entrance will be a monument style sign that will meet the requirements of a Residential Subdivision. This sign cannot be back lit or have a digital reader board or running display. Other interior signage is required to meet the regulations established by the City's Sign Code for commercial properties. The applicant will be required to get a sign permit for any new signage.

**Sound Control Requirements:**

## Exhibit B 2 of 3

Unless otherwise defined herein, all terminology shall be in conformance with applicable publications of the American National Standards Institute, Incorporated (ANSI) or its successor body.

Instrumentation used in making sound level measurements shall meet the following requirements as specified in Section [220.040](#) of Chapter [220](#).

### **Maximum permissible sound levels by receiving land use.**

Maximum sustained sound. No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the table below:

#### **SOUND LEVELS BY RECEIVING LAND USE**

| <b>Receiving Land Use Category</b>        | <b>Time</b>            | <b>Sound Level Limit (DBA)</b> |
|-------------------------------------------|------------------------|--------------------------------|
| Residential                               | 7:00 A.M. — 10:00 P.M. | 60                             |
|                                           | 10:00 P.M. — 7:00 A.M. | 55                             |
| Commercial                                | 7:00 A.M. — 10:00 P.M. | 65                             |
|                                           | 10:00 P.M. — 7:00 A.M. | 60                             |
| Manufacturing, Industrial or Agricultural | At all times           | 75                             |

**Exemptions.** The following activities or sources are exempt from these noise standards:

**Activities covered by the following:** Stationary, non-emergency signaling devices, emergency signaling devices, domestic power tools, air-conditioning and air-handling equipment for residential purposes, operating motor vehicles, refuse collection vehicles.

Construction or routine maintenance of public service utilities; and

The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work.

**Exterior Lighting:** Any additional lighting, proposed as part of this activity, must be shielded to direct light inward and limit light intensity within adjoining properties or the Lake of the Ozarks.

Exhibit B 3 of 3

**Buffering and Landscaping:** A wooded area is required to be maintained around the facility to mitigate the noise pollution to surrounding properties. A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

**Final Development Plan:** The site plan submitted with the application is sufficient for the final development plan, unless changes or additions are requested by the Board of Aldermen, as part of the approval of the request. In that case an amended site development plan will be submitted illustrating all of the required changes.

**PLANNING DEPARTMENT REPORT  
TO THE  
PLANNING COMMISSION**

|              |              |                     |     |
|--------------|--------------|---------------------|-----|
| <b>Date:</b> | June 9, 2020 | <b>Case Number:</b> | 406 |
|--------------|--------------|---------------------|-----|

**Applicant:** Arapaho, LLC

**Location:** 2000' from Osage Beach Pkwy on Sunset Dr.  
(Best way to view the property is from Backwater Jacks Parking Lot)

**Petition:** Rezoning from C-1b (Commercial Lodging) to C-1 (General Commercial) with an E-3 Overlay for an Amphitheatre and accessory uses.

**Existing Use:** Vacant

**Existing Zoning:** C-1 (General Commercial) and C-1b (Commercial Lodging)

**Tract Size:** Approximately 14 acres

|                      | <b><u>Surrounding Zoning:</u></b> | <b><u>Surrounding Land Use:</u></b>           |
|----------------------|-----------------------------------|-----------------------------------------------|
| <b><u>North:</u></b> | A-1                               | Vacant                                        |
| <b><u>South:</u></b> | C-1 and R-3                       | Lake Front Restaurant and Entertainment Venue |
| <b><u>East:</u></b>  | A-1                               | Vacant                                        |
| <b><u>West:</u></b>  | C-1 General Commercial            | Commercial Restaurant Use                     |

**The Osage Beach Comprehensive Plan**  
**Designates this area as appropriate for:** Moderate Density Residential

| <b><u>Rezoning History</u></b> | <b><u>Date</u></b> |
|--------------------------------|--------------------|
| 399 A-1 to C-1b                | 9/17               |

**Utilities**

|                            |           |                      |            |
|----------------------------|-----------|----------------------|------------|
| <b><u>Water:</u></b>       | City      | <b><u>Gas:</u></b>   | Summit Gas |
| <b><u>Electricity:</u></b> | Ameren UE | <b><u>Sewer:</u></b> | City       |

**Access:** Property derives access via Sunset Drive or Beach Drive

**Analysis:**

1. The applicant is the owner of the 14-acre parcel in question. The applicant is requesting this rezoning in order to establish a two thousand (2000) seat amphitheater with customary accessory uses and parking on the property.
2. As you can see on the enclosed illustrations, the applicant is leaving a 185' buffer area around the property to protect both the existing corridor and their future investment. This buffer will remain zoned A-1 (Agriculture).
3. As I am sure you will recall, this request came before the Commission in January and was later withdrawn so that the applicant could have a Traffic Impact Assessment done by CJW. The findings of that study are enclosed along with a letter from the City's Engineering firm Cochran confirming their review of the document and the findings.

**Department Comments and Recommendation:**

The primary intent of E-zones is to regulate outdoor activities that could adversely affect adjacent properties, both commercial and residential. The character of this corridor is mixed, with the vast majority of the adjacent properties being undeveloped with a mixture of Commercial, Residential, and Agricultural zones. With the subject property's location on a large property surrounded by largely undeveloped property, it lends itself favorably to the type of use being requested, provided that the intensity of the uses such as live music and similar uses is mitigated as to not create a greater impact on the area. The applicant is requesting to rezone the property in order to establish an amphitheater and the additional parking facility that would be required to serve its patrons. The applicant and his family own the majority of the surrounding properties from the back of the cove up to Osage Beach Parkway, I have enclosed a map illustrating those properties.

As part of the request, the applicant has situated the proposed amphitheater in such a way that the stage and the sound system will be directed away from the Lake of the Ozarks and the sound will be directed into the wooded area and undeveloped valley that is owned by the applicant and his family. Operation of the facility will be required to conform with the city's regulations on noise and hours of operation. These conditions should ensure that there will be limited noise pollution to the area and should improve the noise impact on the properties fronting the lake in that cove with the stage and sound system pointing away from the lake itself. Uses customary to an amphitheater are what will be permitted.



As you may recall, my biggest concern as it pertains to the request, is the impact on the transportation system in the area. The City needed to make sure that the existing road infrastructure has the capacity to handle the additional trips that will be created by a capacity event at the proposed facility. The applicant submitted a completed study and its findings which states that the existing infrastructure serving the subject property has the capacity to handle the proposed development. That document is part of the packet so that you can read their findings. Also, the City's contract engineers have reviewed the document and its findings and found them to be in order.

It is also worth noting that approval of this request would not increase the number of docking facilities or boat slips that will be allowed for the property. Any additional customer base will come from the city via the roadways, as opposed to the lake, meaning additional impact to the cove in which the subject property is located should be minimal.

The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. This would allow more than 200 residential units to be built on the property if it were doable. The issue with this property and it ultimately being used for residential, is twofold. The first issue is developmental constraints from both topography and accessibility. Second is its relative location to Backwater Jacks. These issues make this property excessively difficult to establish single- or two-family homes because of relative cost and salability.

This is a somewhat different request than we have been faced with in the past. It will undoubtedly provide the City with some positive economic impact by bringing more people into the community for the events. Fundamentally it should provide an expanded customer base for not only Backwater Jacks, but the City's other commercial facilities as well. But we must make sure that the benefit outweighs the impact. I am confident that the proposed location for the facility is likely the best location in the community for it as the properties that will receive the majority of the impact are owned by the applicant and his family or are part of the Osage Beach Parkway commercial corridor.

With the subject property being zoned Commercial and located on a large lot surrounded largely by undeveloped agriculture or multifamily zoned property, the Planning Department would recommend that this request be approved subject to the following provisions and conditions:

**Permitted Uses:** The amphitheater and accessory uses requested as part of rezoning case 406 and illustrated on the submitted site plan. The subject property will now be governed by the regulations pertaining to E-3 overlays as specified in the Land Use Chapter of the City of Osage Beach Municipal Code the submitted site development plan, and the following.

**A maximum of twelve (12) events will be held at the subject facility per year.**

**All events will end at or prior to 11:45 PM Central Time.**

**Events will not take place concurrent with bands playing at the existing Backwater Jacks facility.**

**Construction Requirements:** All construction will be in conformance with the codes that are adopted by the City at the time that a Building Permit is requested for any portion of the development that a permit is required.

**Parking:** Will be required to meet the City Code governing off street parking for such a use. The appropriate number will be reached using land-based parking lot spaces and boat slips for the development as a whole. Any overflow parking will take place on the vacant lot located at the corner of Osage Beach Parkway and Beach Drive. Shuttles will be provided to take those patrons to and from the event if it is necessary to use the overflow lot. If a need for additional parking becomes evident, addition parking facilities will be required to be constructed on the commercially zoned property on site and owned by the applicant.

There will be no parking period along the roadways of Beach Drive or Sunset Drive. Any vehicles found parked in these locations will be subject to tow.

**Event Traffic Flow:** The applicant is required to work with the Osage beach Police Department to provide officers to direct traffic 2 hours prior to the gates opening and after the event until the lots are substantially clear. This is part of the recommendation from the applicants traffic specialist and the City's Engineers. The applicant or his assigns must apply for and Event Permit through the City a minimum of 30 days prior to each event so that the Osage Beach Police Department has time to plan for and coordinate the additional service. Fees for said service will be established by the City of Osage Beach and paid for by the applicant.

**Signage:** Signage located at the Sunset Drive entrance will be a monument style sign that will meet the requirements of a Residential Subdivision. This sign cannot be back lit or have a digital reader board or running display. Other interior signage is required to meet the regulations established by the City's Sign Code for commercial properties. The applicant will be required to get a sign permit for any new signage.

**Sound Control Requirements:**

Unless otherwise defined herein, all terminology shall be in conformance with applicable publications of the American National Standards Institute, Incorporated (ANSI) or its successor body.

Instrumentation used in making sound level measurements shall meet the following requirements as specified in Section 220.040 of Chapter 220.

**Maximum permissible sound levels by receiving land use.**

Maximum sustained sound. No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the table below:

**SOUND LEVELS BY RECEIVING LAND USE**

| <b>Receiving Land Use Category</b>        | <b>Time</b>            | <b>Sound Level Limit (DBA)</b> |
|-------------------------------------------|------------------------|--------------------------------|
| Residential                               | 7:00 A.M. — 10:00 P.M. | 60                             |
|                                           | 10:00 P.M. — 7:00 A.M. | 55                             |
| Commercial                                | 7:00 A.M. — 10:00 P.M. | 65                             |
|                                           | 10:00 P.M. — 7:00 A.M. | 60                             |
| Manufacturing, Industrial or Agricultural | At all times           | 75                             |

**Exemptions.** The following activities or sources are exempt from these noise standards:

**Activities covered by the following:** Stationary, non-emergency signaling devices, emergency signaling devices, domestic power tools, air-conditioning and air-handling equipment for residential purposes, operating motor vehicles, refuse collection vehicles.

Construction or routine maintenance of public service utilities; and

The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work.

**Exterior Lighting:** Any additional lighting, proposed as part of this activity, must be shielded to direct light inward and limit light intensity within adjoining properties or the Lake of the Ozarks.

**Buffering and Landscaping:** A wooded area is required to be maintained around the facility to mitigate the noise pollution to surrounding properties. A minimum

of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

**Final Development Plan:** The site plan submitted with the application is sufficient for the final development plan, unless changes or additions are requested by the Board of Aldermen, as part of the approval of the request. In that case an amended site development plan will be submitted illustrating all of the required changes.



Date Received: \_\_\_\_\_  
Case #: 400

### REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Arapaho LLC Phone: 573-365-9440  
Address: 12 Allen Road City: Eldon State MO Zip: 65026

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

Gary Prewitt Irrevocable Trust

2. Name of landowner's representative, if different from above: Andrew Prewitt Phone: 573-365-9440  
Address: 12 Allen Road City: Eldon State: MO Zip: 65026

3. All correspondence relative to this application should be directed to whom? Andrew Prewitt  
Address: 12 Allen Road City: Eldon State MO Zip: 65026

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):  
Address: TBD Sunset Drive City: Osage Beach State MO Zip: 65026

5. Do you have a specific use proposed for this property? Amphitheater ☒ Yes ☐ No  
Explain all uses: Live music entertainment venue

6. Area of property in square feet or acres: 11 acres +/-

7. Current zoning classification: Commercial C1-B

8. Sources of utilities: Water: City of O.B. Gas: Gasco  
Sewer: City of O.B. Electric: Ameren UE

9. Proposed zoning classification: Commercial C-1 with an E-3 overlay

10. How long have you owned this property? 2 years

11. Current use of property (describe all improvements): Additional boat parking and access for BWT

12. Current use of all property adjacent to subject property:  
North: Residential/Vacant  
South: Restaurant/Bar East: Vacant West: Commercial/Vacant

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

The property adjoins Backwater Jacks and is compatible with the proposed use.

14. Do you own property abutting or in the vicinity of the subject property? ☒ Yes ☐ No

If yes, where is the property located and why was it not included with this application?

We own property all the way around this property and are happy with its current Zoning

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number. NA

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☒ Yes ☐ No 2017 Rezoning

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

The public facilities should not be adversely affected by this project.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

We propose to leave a 185' buffer around the property to help mitigate any problem

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission): The amount of property we

own surrounding this property makes this a good fit and an ideal location for this use.

#### Notary Information

State of Missouri }

ss

County of Camden }

I, Andrew Prewitt, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Andrew Prewitt  
Signature Owner/Applicant:

5-12-2020

Date:

Subscribed and sworn to before me on this 12<sup>th</sup> day of May, 20 20

Cynthia Horton  
Notary Public:

3-13-2022  
My Commission Expires:

Person Accepting this Application:



**\*\*Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail \*\***

CITY OF OSAGE BEACH  
PLANNING DEPARTMENT  
1000 CITY PARKWAY  
OSAGE BEACH, MO 65065  
573-302-2000 Phone – 573-302-0528 FAX

Arapaho LLC  
12 Allen Road  
Eldon, MO 65026  
Phone: 573.365.9440

May 12, 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065

**RE: Request to Rezone Property 093.006.2000.0002005.000 from Agricultural to Commercial C1-B**

City Planners,

We would like to respectfully request that a portion of the above mentioned property be rezoned from Commercial C1-B to Commercial C-1 with an E-3 Overlay. The property in question has remained vacant and wooded for at least the last fifty years and has not been used for any income producing purpose. Assuming the rezoning to Commercial C1 with an E-3 Overlay is permitted the plan is to build an amphitheater/entertainment venue on the property.

To help remediate any noise or inconvenience from this development we propose to leave at least a 185 foot buffer around the property, install sound buffer barriers, and face the stage in a southeasterly direction away from any existing residential developments.

The property is located in a valley in the back of the Backwater Jacks cove. It is surrounded by wooded hillsides on two sides, a wooded valley on one side, and Backwater Jacks on the remaining side.

We are working with the surrounding property owners and hope that this development will fit with the future development plans for this cove and create a greater tax base for the City of Osage Beach.

Thank you for your consideration on this matter,

Andrew Prewitt  
Office: 573.365.9440  
Cell: 573.280.4388  
Email: Andy@PrewittEnterprises.com



---

## City of Osage Beach

1000 City Parkway · Osage Beach, MO 65065  
Phone (573) 302-2000 · Fax (573) 302-2039 · [www.OsageBeach.org](http://www.OsageBeach.org)

---

March 30, 2020

Cary Patterson, City Planner  
City of Osage Beach  
1000 City Parkway  
Osage Beach, MO 65065

SENT VIA: Email  
([cpatterson@osagebeach.org](mailto:cpatterson@osagebeach.org))

RE: STAFF MEMORANDUM  
Backwater Jacks Traffic Impact Assessment  
Prepared by CJW  
Dated March 6, 2020

Mr. Patterson,

We have reviewed the subject Traffic Impact Assessment and Addendum dated March 30, 2020. The findings indicated no roadway improvements are necessary. To assist in efficient traffic movement, the recommendations to provide traffic control measures at the intersection of Sunset and Bluff Drive during event arrivals and departures shall be implemented.

Sincerely,

A handwritten signature in blue ink, which appears to read "David Van Leer".

David Van Leer, P.E.

cc: Jeana Woods, City Administrator





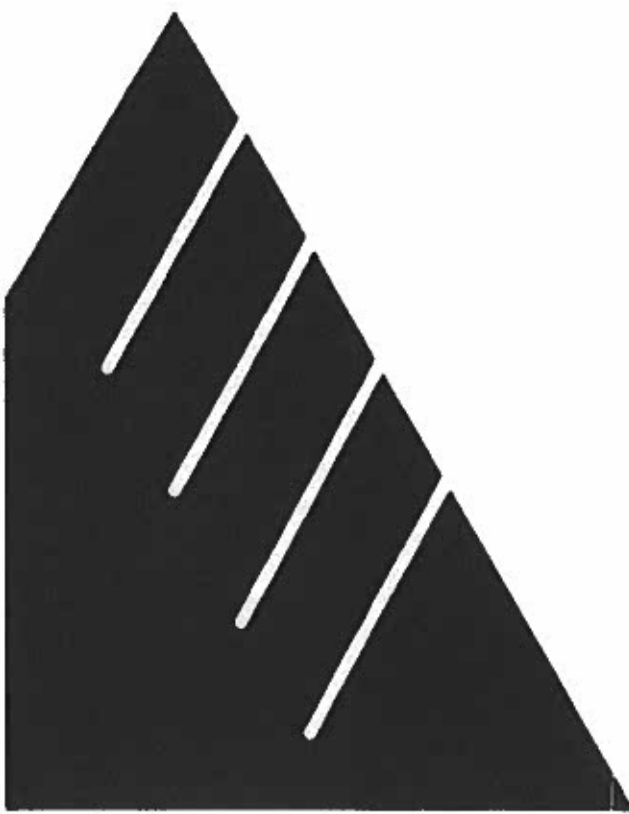
***BACKWATER JACKS***  
***TRAFFIC IMPACT ASSESSMENT***

**PREPARED FOR**

Mr. Gary Prewitt  
Arapaho, LLC  
12 Allen Road, Eldon, Missouri 65026



**PREPARED BY:**



**CJW** 

# **INTRODUCTION**

## **PURPOSE OF STUDY**

A commercial development has been proposed for an existing parcel in Osage Beach, Missouri that has Sunset Drive run along its northern border. The property will utilize two access points, one onto Sunset Drive and one utilizing the existing access of Beach Drive. Exhibit 1 illustrates the location of the proposed development. The purpose of this study is to determine the potential impact to the transportation network due to potential development and identify any necessary improvements (lane additions and/or traffic control modifications) to the adjacent and nearby road system to mitigate the impact and maintain a satisfactory level of service, adequate safety, and access for the proposed development.

## **STUDY OBJECTIVES**

The objective of this study is to evaluate development access points and traffic impacts on the public roadway network adjacent to the site of the proposed development. This report will identify possible traffic related concerns that could arise due to the proposed development and recommend any needed improvements based on comprehensive data attained in the field and traffic projections.

## AREA CONDITIONS

### TRANSPORTATION NETWORK STUDY AREA

#### AREA ROADWAY SYSTEM – EXISTING

Exhibit 2 illustrates the existing roadway system with PM peak hour traffic volumes for the adjacent roadways. The roadways analyzed within the study have the following characteristics:

SUNSET DRIVE – (North of the development) Sunset Drive is an east/west roadway. The roadway provides full access to residential and commercial properties in Osage Beach, Missouri. It is a two-lane roadway with lane widths of 12 feet. A traffic count at Sunset Drive recorded 600 vehicles per day and 54 vehicles in the PM peak hour. Sunset Drive is classified as a Local Road by the Missouri Department of Transportation (MODOT) Functional Classification Map. The roadway is under the jurisdiction of the City of Osage Beach and is currently posted with a 30 mph speed limit near the development.

BLUFF DRIVE – (East of the development) Bluff Drive is a north/south roadway. The roadway provides full access to residential and commercial properties in Osage Beach, Missouri. It is a two-lane roadway with typical lane widths of 12 feet. A traffic count at Bluff Drive recorded 1,890 vehicles per day and 170 vehicles in the PM peak hour. Bluff Drive is classified as a Local Road by the MODOT Functional Classification Map. The roadway is under the jurisdiction of the City of Osage Beach and is currently posted with a 30 MPH near the development.

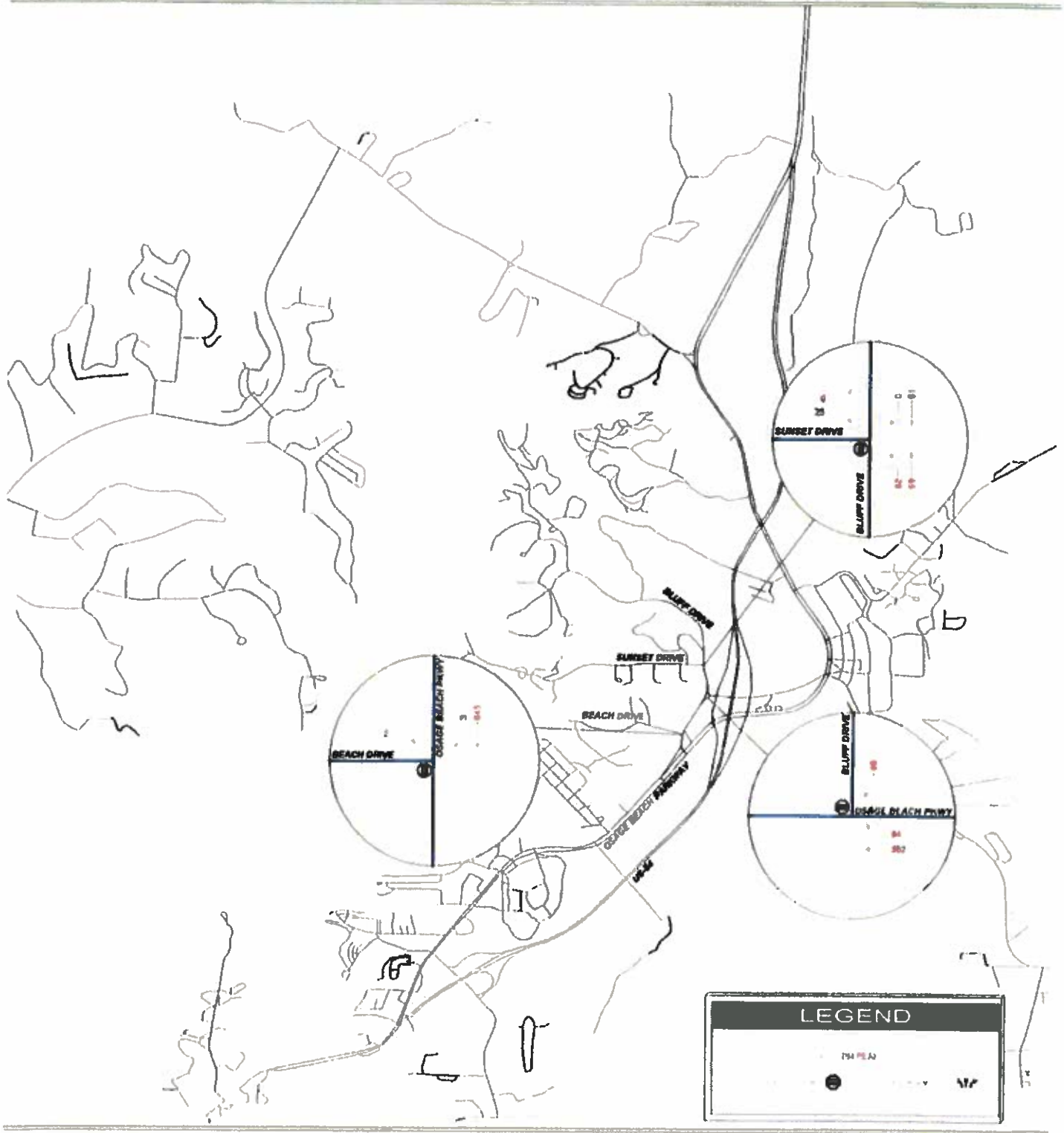
OSAGE BEACH PARKWAY – (South of the development) Osage Beach Parkway is a roadway that runs east/west around Bluff Drive and curves north/south near Breach Drive. The roadway provides full access to commercial properties in Osage Beach, Missouri. It is a three-lane roadway with typical lane widths of 12 feet. A traffic count at Osage Beach Parkway recorded 7,220 vehicles per day and 650 vehicles in the PM peak hour. Osage Beach Parkway is classified as an Other Freeway and Expressway by the MODOT Functional Classification Map. The roadway is under the jurisdiction of MODOT and is currently posted with a 45 MPH near the development.

BEACH DRIVE – (South of the development) Beach Drive is an east/west roadway. The roadway provides full access to residential and commercial properties in Osage Beach, Missouri. It is a two-lane roadway with lane widths of 10 feet. A traffic count at Beach Drive recorded 90 vehicles per day and 8 vehicles in the PM peak hour. Bluff Drive is classified as a Local Road by the MODOT Functional Classification Map. The roadway is under the jurisdiction of the City of Osage Beach and is currently posted with a 25 MPH near the development.

#### AREA ROADWAY SYSTEM – FUTURE

ACCESS P1 – Access P1 will provide full access onto Sunset Drive to the subject property and will provide full ingress/egress to all development traffic.

BEACH DRIVE – Beach Drive is an existing access point that will provide full access onto Osage Beach Parkway to the subject property and will provide full ingress/egress to all development traffic.



NORTH  
SCALE: NTS

**CJW**

www.cjw.com

Springfield Office  
Tel: 417.889.3401  
Fax: 417.889.1402

CJW PROJECT No. 20019

## PROJECTED TRAFFIC

### 2022 PROPOSED LEVEL OF SERVICE

Projected traffic volumes are obtained by utilizing the counts of the existing roadway network and applying a 2% annual growth factor to the system up to the build-out year of the proposed development. Provided below in Table 2 is the expected level of service of the roadway network looking solely at the growth of the network over a 2 year period and not the anticipated traffic added by future developments.

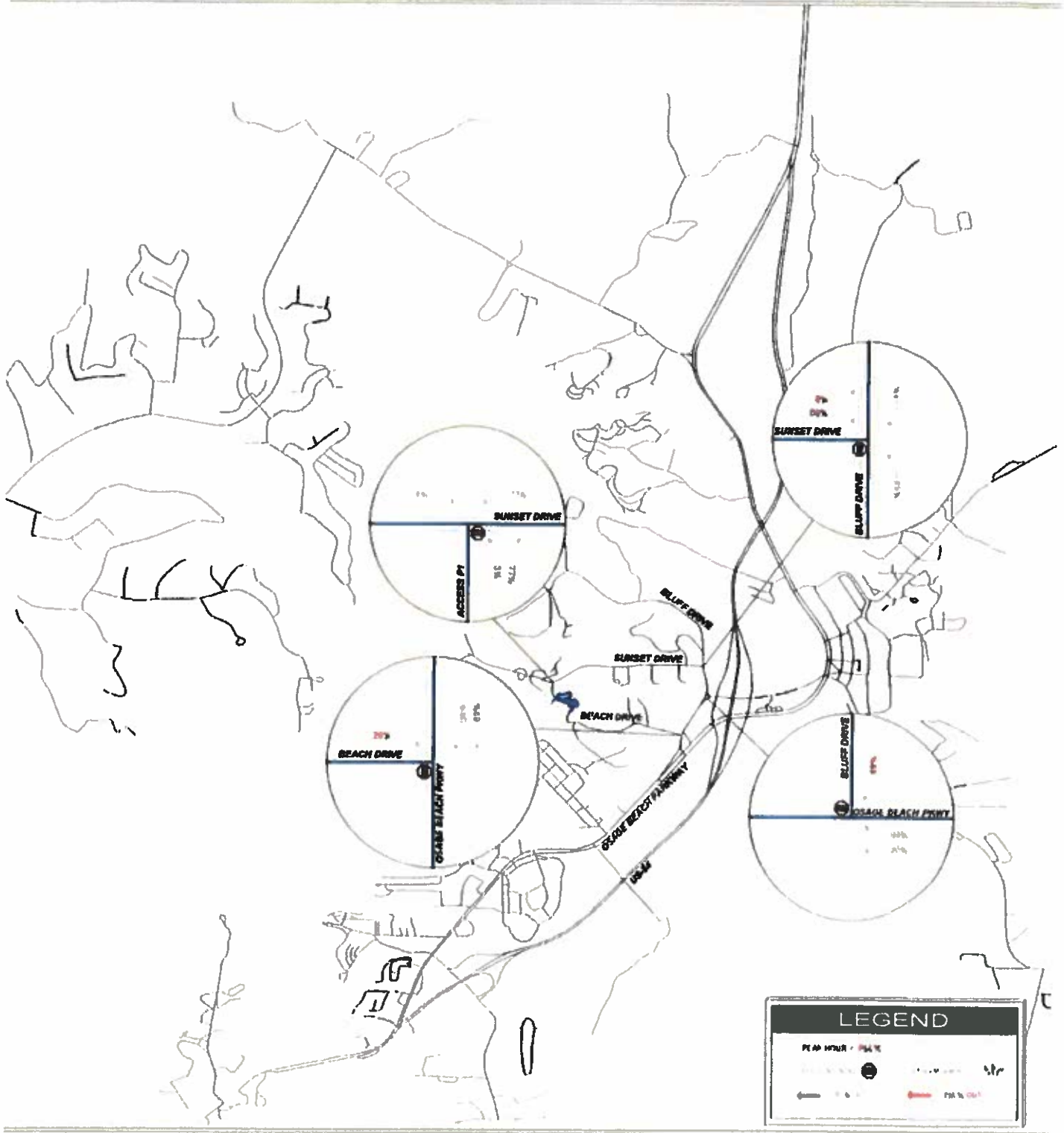
**Table 2: 2022 Peak Hour Measures of Effectiveness (Natural Growth)**  
**Summary of Intersection Capacity Analysis & Geometric Configuration**

| INTERSECTION<br>N/S                          | E/W | # of<br>Lanes | Traffic<br>Control | PM<br>Delay | LOS      |
|----------------------------------------------|-----|---------------|--------------------|-------------|----------|
| <b>Bluff Drive &amp; Sunset Drive</b>        |     |               | <b>TWSC</b>        | <b>2.6</b>  | <b>A</b> |
| Eastbound Left / Right                       |     | 1             | Stop               | 8.6         | A        |
| Northbound Left / Through                    |     | 1             | Free               | 2.7         | A        |
| Southbound Through / Right                   |     | 1             | Free               | 0.0         | A        |
| <b>Bluff Drive &amp; Osage Beach Parkway</b> |     |               | <b>TWSC</b>        | <b>1.2</b>  | <b>A</b> |
| Westbound Through / Right                    |     | 3             | Free               | 0.0         | A        |
| Southbound Right                             |     | 1             | Stop               | 10.6        | B        |
| <b>Osage Beach Parkway &amp; Beach Drive</b> |     |               | <b>TWSC</b>        | <b>0.1</b>  | <b>A</b> |
| Eastbound Right                              |     | 1             | Stop               | 9.8         | A        |
| Southbound Through / Right                   |     | 3             | Free               | 0.0         | A        |

### 2022 PROPOSED TRIP GENERATION

Traffic generated to and from the development was estimated based upon data provided in "Trip Generation, 10<sup>th</sup> Edition," an informative report published by the Institute of Transportation Engineers (2017). The ITE Trip Generation Report is recognized by land use and traffic planners as the most authoritative text available for estimating the trip generation of various types of land development. Traffic volumes for future development are estimated in terms of "Trip Ends" for each land use. A Trip End is defined as a one-way trip to or from the subject property that has the property as either its origin or destination. In determining trip generation, the average rate as given by the ITE Trip Generation Report was used. Average daily trip generations have been calculated for the proposed development. For the purpose of this study, the criterion above was used to compute the trips generated. The number of trips was subsequently used to determine the impact on adjacent roadways.

Table 3 summarizes the average daily & PM peak hour traffic generated to and from the property for the proposed development, based on the expectations previously stated.



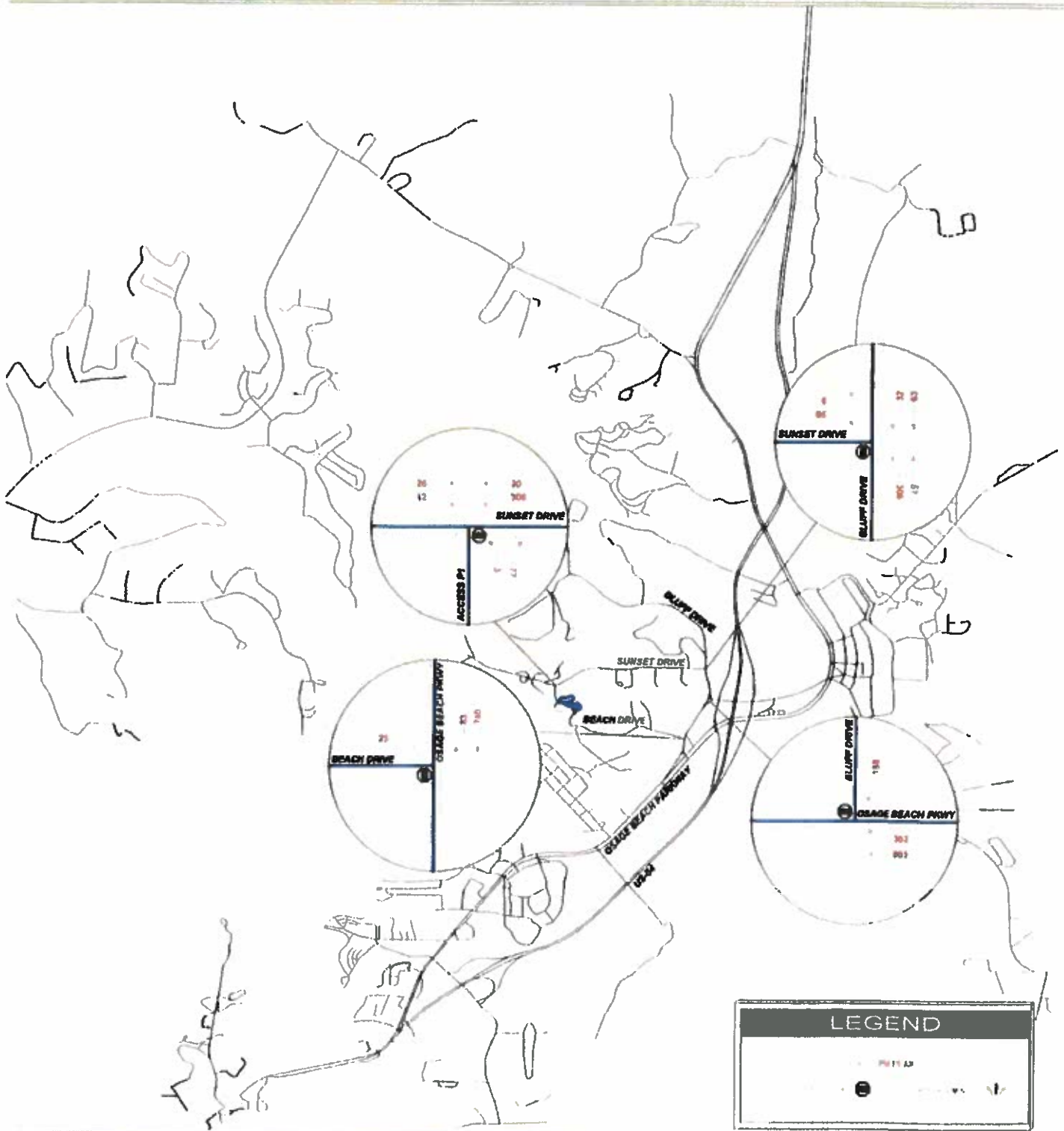
NORTH  
SCALE: NTS

**CJW**

www.cjw.com

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Tel: 417.879.3400  
Fax: 417.879.3403

CJW PROJECT No. 20013



NORTH  
SCALE: NTS



www.CJW.com

Springfield Office:  
Tel: 417.889.3400  
Fax: 417.889.3402

CJW PROJECT No. 20019

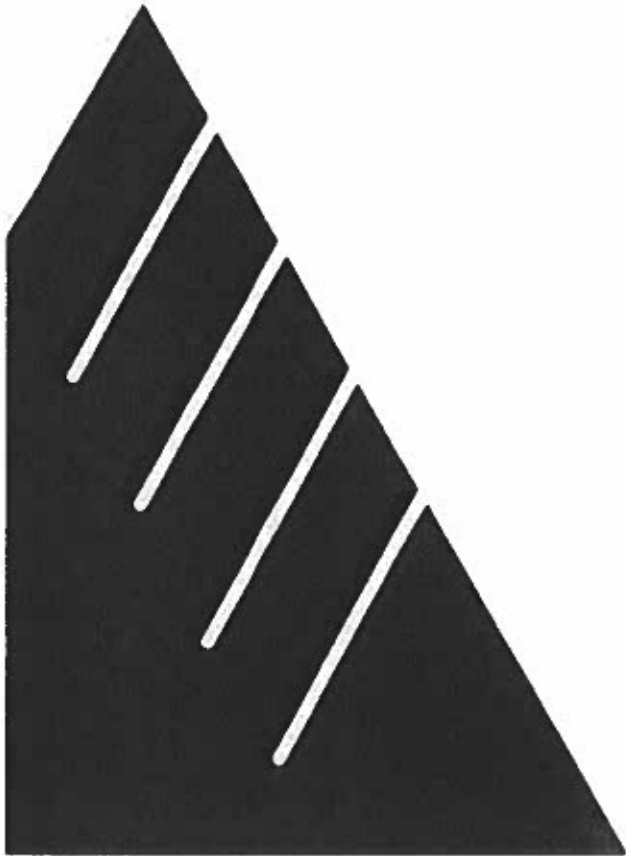
## Findings & Recommendations

- **Sight Distance at the Proposed Entrances** – Careful consideration should be given to sight distance obstructions when planning any future development or aesthetic enhancements, such as berms, fencing, or landscaping, to ensure that these improvements do not obstruct the view of entering and exiting traffic at the development entrance with public roads. It is generally recommended that all improvements higher than 3.5 feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.
- **Access P1** – Access P1 will serve as a full access driveway, providing full ingress and egress to the development along Sunset Drive.
- **Beach Drive** – Beach Drive will serve as a full access driveway, providing full ingress and egress to the development.
- Given the nature of the traffic associated with an amphitheater, it is recommended that traffic be directed at the intersection of Sunset and Bluff Drive to provide traffic control measures for the time periods expected for event arrival and departure to assist in the efficient movement of traffic through the intersection.
- **Signal Warrants**
  - **Osage Beach Parkway & Beach Drive** – A signal warrant analysis was conducted at the intersection of Osage Beach Parkway and Beach Drive. It was determined that the intersection did not meet the minimum requirements necessary for a signalized intersection. See chart in **Appendix II**.
  - **Osage Beach Parkway & Bluff Drive** – A signal warrant analysis was conducted at the intersection of Osage Beach Parkway and Bluff Drive. It was determined that the intersection did not meet the minimum requirements necessary for a signalized intersection. See chart in **Appendix II**.
  - **Sunset Drive & Bluff Drive** – A signal warrant analysis was conducted at the intersection of Sunset Drive and Bluff Drive. It was determined that the intersection did not meet the minimum requirements necessary for a signalized intersection. See chart in **Appendix II**.
  - **Sunset Drive & Access P1** – A signal warrant analysis was conducted at the intersection of Sunset Drive & Access P1. It was determined that the intersection did not meet the minimum requirements necessary for a signalized intersection. See chart in **Appendix II**.





***APPENDIX I - EXISTING TRAFFIC***



**PREPARED BY:**

**CJW** 

Intersection: Bluff Drive & Sunset Drive      N/S Street: Bluff Drive  
 E/W Street: Sunset Drive      Date: 2/13/2020  
 PM Count      Observer: JO

| Time      | EB      |      | NB   |      | SB   |         |
|-----------|---------|------|------|------|------|---------|
|           | L       | R    | L    | T    | T    | R       |
| 4:00-4:15 | 0       | 4    | 7    | 17   | 12   | 0       |
| 4:15-4:30 | 0       | 8    | 5    | 13   | 11   | 0       |
| 4:30-4:45 | 0       | 3    | 2    | 8    | 11   | 0       |
| 4:45-5:00 | 0       | 3    | 12   | 12   | 9    | 0       |
| 5:00-5:15 | 0       | 6    | 5    | 10   | 8    | 1       |
| 5:15-5:30 | 0       | 9    | 4    | 12   | 4    | 0       |
| 5:30-5:45 | 0       | 2    | 7    | 7    | 14   | 0       |
| 5:45-6:00 | 0       | 13   | 10   | 2    | 5    | 0       |
| Peak Hour | 0       | 18   | 26   | 50   | 43   | 0       |
| PHF       | #DIV/0! | 0.56 | 0.54 | 0.74 | 0.90 | #DIV/0! |

Lanes, Volumes, Timings  
1: Osage Beach Parkway & Bluff Drive

PM Peak  
02/17/2020

| Lane Group                 | EBL  | EBT  | WBT   | WBR   | SBL  | SBR   |
|----------------------------|------|------|-------|-------|------|-------|
| Lane Configurations        |      |      | ↑↑↑   |       |      | ↑     |
| Traffic Volume (vph)       | 0    | 0    | 562   | 84    | 0    | 88    |
| Future Volume (vph)        | 0    | 0    | 562   | 84    | 0    | 88    |
| Ideal Flow (vphpl)         | 1900 | 1900 | 1900  | 1900  | 1900 | 1900  |
| Lane Util. Factor          | 1.00 | 1.00 | 0.91  | 0.91  | 1.00 | 1.00  |
| Frt                        |      |      | 0.981 |       |      | 0.865 |
| Flt Protected              |      |      |       |       |      |       |
| Satd. Flow (prot)          | 0    | 0    | 4989  | 0     | 0    | 1611  |
| Flt Permitted              |      |      |       |       |      |       |
| Satd. Flow (perm)          | 0    | 0    | 4989  | 0     | 0    | 1611  |
| Link Speed (mph)           |      | 30   | 45    |       | 30   |       |
| Link Distance (ft)         |      | 862  | 576   |       | 720  |       |
| Travel Time (s)            |      | 19.6 | 8.7   |       | 16.4 |       |
| Peak Hour Factor           | 0.92 | 0.92 | 0.92  | 0.92  | 0.92 | 0.92  |
| Adj. Flow (vph)            | 0    | 0    | 611   | 91    | 0    | 93    |
| Shared Lane Traffic (%)    |      |      |       |       |      |       |
| Lane Group Flow (vph)      | 0    | 0    | 702   | 0     | 0    | 93    |
| Enter Blocked Intersection | No   | No   | No    | No    | No   | No    |
| Lane Alignment             | Left | Left | Left  | Right | Left | Right |
| Median Width(ft)           |      | 0    | 0     |       | 0    |       |
| Link Offset(ft)            |      | 0    | 0     |       | 0    |       |
| Crosswalk Width(ft)        |      | 16   | 16    |       | 16   |       |
| Two way Left Turn Lane     |      |      |       |       |      |       |
| Headway Factor             | 1.00 | 1.00 | 1.00  | 1.00  | 1.00 | 1.00  |
| Turning Speed (mph)        | 15   |      |       | 9     | 15   | 9     |
| Sign Control               |      | Free | Free  |       | Stop |       |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 24.7%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
6: Bluff Drive & Sunset Drive

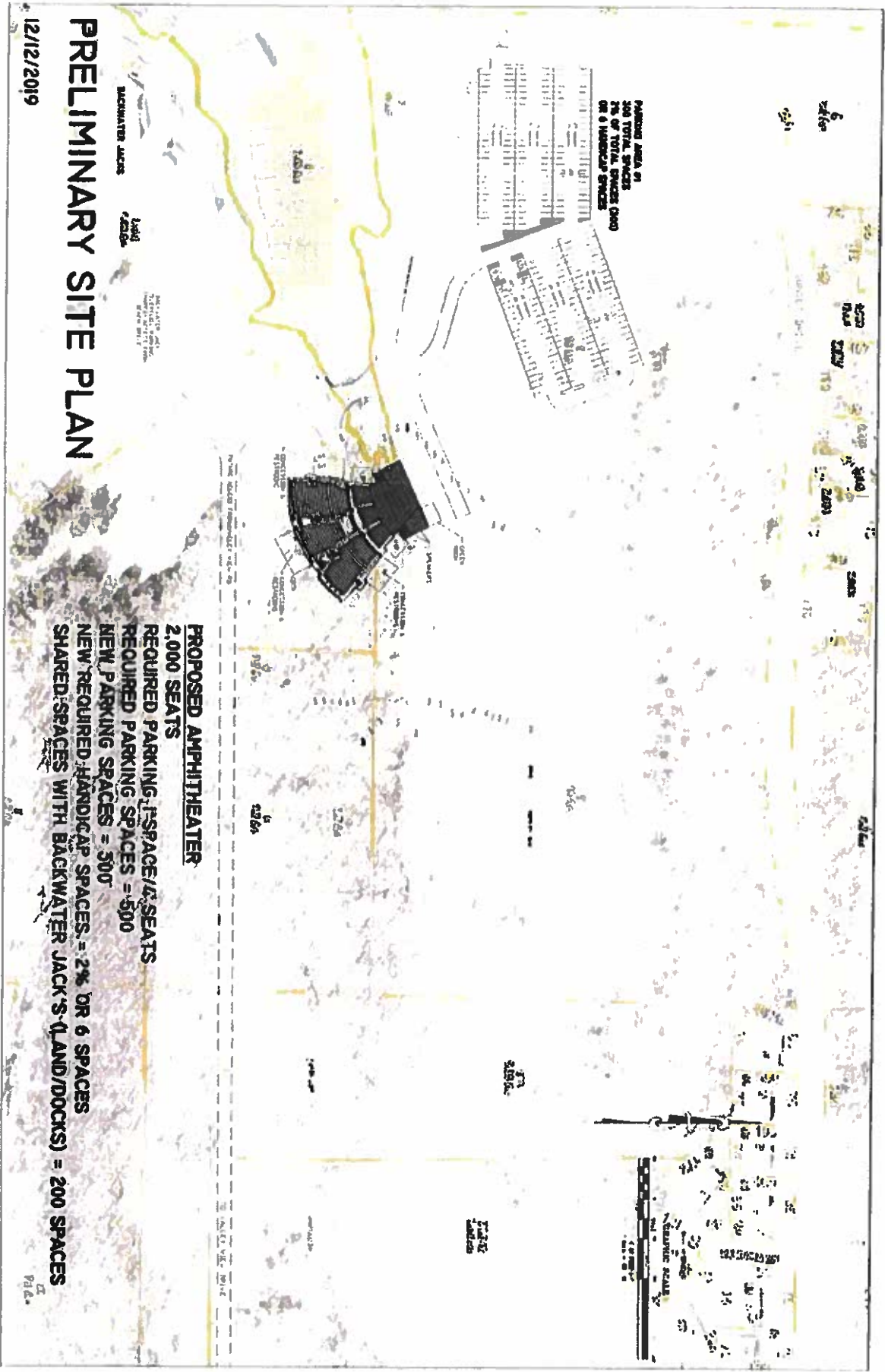
PM Peak  
02/17/2020

|                            |  |  |  |  |  |  |
|----------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Group                 | EBL                                                                               | EBR                                                                               | NBL                                                                               | NBT                                                                               | SBT                                                                               | SSR                                                                               |
| Lane Configurations        |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)       | 0                                                                                 | 25                                                                                | 29                                                                                | 55                                                                                | 61                                                                                | 0                                                                                 |
| Future Volume (vph)        | 0                                                                                 | 25                                                                                | 29                                                                                | 55                                                                                | 61                                                                                | 0                                                                                 |
| Ideal Flow (vphpl)         | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Lane Util. Factor          | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              |
| Frt                        | 0.865                                                                             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Flt Protected              |                                                                                   |                                                                                   |                                                                                   | 0.983                                                                             |                                                                                   |                                                                                   |
| Satd. Flow (prot)          | 1611                                                                              | 0                                                                                 | 0                                                                                 | 1831                                                                              | 1863                                                                              | 0                                                                                 |
| Flt Permitted              |                                                                                   |                                                                                   |                                                                                   | 0.983                                                                             |                                                                                   |                                                                                   |
| Satd. Flow (perm)          | 1611                                                                              | 0                                                                                 | 0                                                                                 | 1831                                                                              | 1863                                                                              | 0                                                                                 |
| Link Speed (mph)           | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 30                                                                                |                                                                                   |
| Link Distance (ft)         | 1140                                                                              |                                                                                   |                                                                                   | 720                                                                               | 227                                                                               |                                                                                   |
| Travel Time (s)            | 25.9                                                                              |                                                                                   |                                                                                   | 16.4                                                                              | 5.2                                                                               |                                                                                   |
| Peak Hour Factor           | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              |
| Adj. Flow (vph)            | 0                                                                                 | 27                                                                                | 32                                                                                | 60                                                                                | 66                                                                                | 0                                                                                 |
| Shared Lane Traffic (%)    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Lane Group Flow (vph)      | 27                                                                                | 0                                                                                 | 0                                                                                 | 92                                                                                | 66                                                                                | 0                                                                                 |
| Enter Blocked Intersection | No                                                                                | No                                                                                | No                                                                                | No                                                                                | No                                                                                | No                                                                                |
| Lane Alignment             | Left                                                                              | Right                                                                             | Left                                                                              | Left                                                                              | Left                                                                              | Right                                                                             |
| Median Width(ft)           | 12                                                                                |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                 |                                                                                   |
| Link Offset(ft)            | 0                                                                                 |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                 |                                                                                   |
| Crosswalk Width(ft)        | 16                                                                                |                                                                                   |                                                                                   | 16                                                                                | 16                                                                                |                                                                                   |
| Two way Left Turn Lane     |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Headway Factor             | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              |
| Turning Speed (mph)        | 15                                                                                | 9                                                                                 | 15                                                                                |                                                                                   |                                                                                   | 9                                                                                 |
| Sign Control               | Stop                                                                              |                                                                                   |                                                                                   | Free                                                                              | Free                                                                              |                                                                                   |

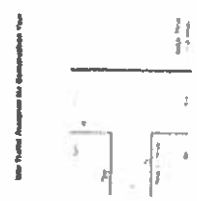
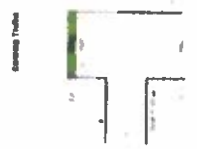
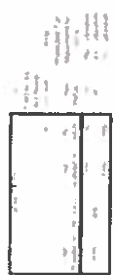
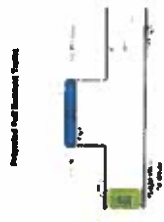
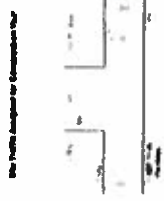
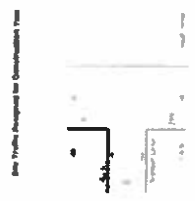
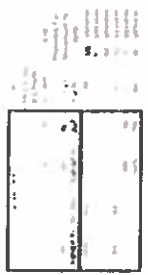
Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 21.2%  
Analysis Period (min) 15

ICU Level of Service A



| Year       | 1900 | 1910 | 1920 | 1930 | 1940 | 1950 | 1960 | 1970 | 1980 | 1990 | 2000 | 2010 | 2020 |
|------------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Population | 100  | 150  | 200  | 250  | 300  | 350  | 400  | 450  | 500  | 550  | 600  | 650  | 700  |
| Area       | 100  | 150  | 200  | 250  | 300  | 350  | 400  | 450  | 500  | 550  | 600  | 650  | 700  |



#### 940.9.1 Left Turn Lane Guidelines for Two-Lane Roads less than or equal to 40 mph, Northbound Left, Sunset Drive & Bluff Drive

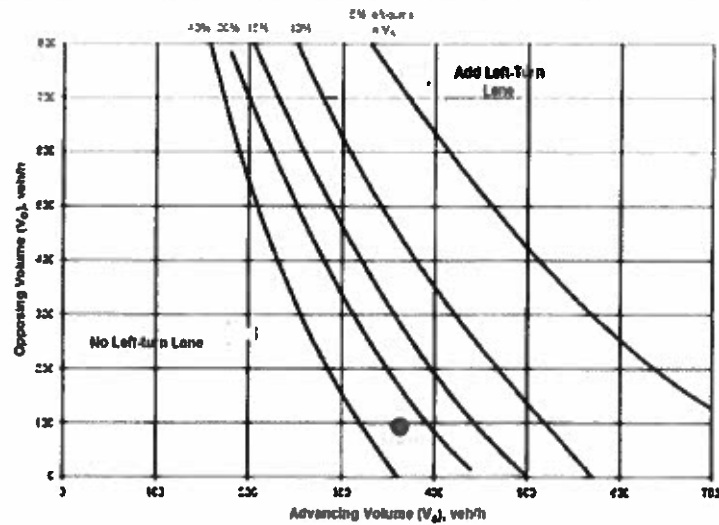


Figure 940.9.1, Left Turn Lane Guidelines for Two-Lane Road less than or equal to 40 mph

#### Note: Left Turn Lane Warranted

The following data are required

1. Opposing Volume (veh/hr) - VO - The opposing volume is to include only the right-turn and through movements in the opposite direction of the left turning vehicle **95 veh/hr**
2. Advancing Volume (veh/hr) - VA - The advancing volume is to include the right-turn, left-turn and through movements in the same direction as the left turning vehicle **363 veh/hr**
3. Operating Speed (mph) - The greatest of anticipated operating speed, measured 85th percentile speed or posted speed **30 MPH**
4. Percentage of left turns in VA **84.3%**

Left turn lane is not needed for left turn volume less than 10 vph. However, criteria other than volume such as crash experience may be used to justify a left turn lane.

The appropriate trend line is identified on the basis of the percentage of left-turns in the advancing volume, rounded up to the nearest percentage trend line. If the advancing and opposing volume combination intersects above or to the right of this trend line, a left-turn lane is appropriate.

## 2022 Signal Warrant Analysis

| Warrant 1: Eight Hour Volume                     |                    |        |          |          |             |             |             |                     |                     |
|--------------------------------------------------|--------------------|--------|----------|----------|-------------|-------------|-------------|---------------------|---------------------|
| PM Peak Hour Analysis - Sunset Drive & Access P1 |                    |        |          |          |             |             |             |                     |                     |
| Access P1                                        | NB                 | SB     | 8th Hour |          |             |             |             |                     |                     |
|                                                  | 80                 | VP11   |          |          |             |             |             |                     |                     |
| Sunset Drive                                     | WB                 | WB     | 8th Hour |          |             |             |             |                     |                     |
|                                                  | 38                 | 338    | 338      | VP11     |             |             |             |                     |                     |
| PM Peak Hour                                     | of ADT             |        |          |          |             |             |             |                     |                     |
| Roadway                                          | Factor to 6th Hour |        | 8th Hour |          |             |             |             |                     |                     |
|                                                  | ADT                | Factor | 1 Hour   | 8th Hour | Condition A | Condition B | Condition C | Warrant Condition A | Warrant Condition B |
| Sunset Drive                                     | 3,756              |        | 0.06     | 225.33   | 100%        | 50%         | 100%        | Not Met             | Not Met             |
| Access P1                                        | 889                |        | 0.06     | 53       | 150%        | 75%         | 100%        | Not Met             | Not Met             |



## 2022 Signal Warrant Analysis

| Warrant 1: Eight Hour Volume                              |        |                     |        |          |           |           |           |           |           |
|-----------------------------------------------------------|--------|---------------------|--------|----------|-----------|-----------|-----------|-----------|-----------|
| PM Peak Hour Analysis - Osage Beach Parkway & Bluff Drive |        |                     |        |          |           |           |           |           |           |
| Bluff Drive                                               | NB     | SB                  | 158    | 158      | VPH       |           |           |           |           |
|                                                           | EB     | WB                  | 1028   | 1028     | VPH       |           |           |           |           |
| PM Peak Hour                                              |        |                     |        |          |           |           |           |           |           |
| Roadway                                                   | ADT    | Factor to Obtain 8h | 1 hour | 8th Hour | Condition | Condition | Condition | Warrant   | Warrant   |
|                                                           |        |                     |        |          | A         | B         | A         | Condition | Condition |
|                                                           |        |                     |        |          | 100%      | 100%      | 100%      | 100%      | 100%      |
| Osage Beach Parkway                                       | 11,422 |                     | 0.06   | 685.33   | 500       | 750       | Met       | Not Met   | Met       |
| Bluff Drive                                               | 1,756  |                     | 0.06   | 105      | 150       | 75        | Not Met   | Met       | Met       |

Lanes, Volumes, Timings  
1: Osage Beach Parkway & Bluff Drive

PM Peak  
02/17/2020

| Lane Group                 | EBL  | EBT  | WBT   | WBR   | SBL  | SBR   |
|----------------------------|------|------|-------|-------|------|-------|
| Lane Configurations        |      |      | ↑↑↑   |       |      | ↑     |
| Traffic Volume (vph)       | 0    | 0    | 585   | 87    | 0    | 89    |
| Future Volume (vph)        | 0    | 0    | 585   | 87    | 0    | 89    |
| Ideal Flow (vphpl)         | 1900 | 1900 | 1900  | 1900  | 1900 | 1900  |
| Lane Util. Factor          | 1.00 | 1.00 | 0.91  | 0.91  | 1.00 | 1.00  |
| Frt                        |      |      | 0.981 |       |      | 0.865 |
| Flt Protected              |      |      |       |       |      |       |
| Satd. Flow (prot)          | 0    | 0    | 4989  | 0     | 0    | 1611  |
| Flt Permitted              |      |      |       |       |      |       |
| Satd. Flow (perm)          | 0    | 0    | 4989  | 0     | 0    | 1611  |
| Link Speed (mph)           |      | 30   | 45    |       | 30   |       |
| Link Distance (ft)         |      | 862  | 576   |       | 720  |       |
| Travel Time (s)            |      | 19.6 | 8.7   |       | 16.4 |       |
| Peak Hour Factor           | 0.92 | 0.92 | 0.92  | 0.92  | 0.92 | 0.92  |
| Adj. Flow (vph)            | 0    | 0    | 636   | 95    | 0    | 97    |
| Shared Lane Traffic (%)    |      |      |       |       |      |       |
| Lane Group Flow (vph)      | 0    | 0    | 731   | 0     | 0    | 97    |
| Enter Blocked Intersection | No   | No   | No    | No    | No   | No    |
| Lane Alignment             | Left | Left | Left  | Right | Left | Right |
| Median Width(ft)           |      | 0    | 0     |       | 0    |       |
| Link Offset(ft)            |      | 0    | 0     |       | 0    |       |
| Crosswalk Width(ft)        |      | 16   | 16    |       | 16   |       |
| Two way Left Turn Lane     |      |      |       |       |      |       |
| Headway Factor             | 1.00 | 1.00 | 1.00  | 1.00  | 1.00 | 1.00  |
| Turning Speed (mph)        | 15   |      |       | 9     | 15   | 9     |
| Sign Control               |      | Free | Free  |       | Stop |       |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 25.4%  
Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
6: Bluff Drive & Sunset Drive

PM Peak  
02/17/2020

|                            |  |  |  |  |  |  |
|----------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Group                 | EBL                                                                               | EBR                                                                               | NBL                                                                               | NBT                                                                               | SBL                                                                               | SBR                                                                               |
| Lane Configurations        |  |                                                                                   |                                                                                   |  |  |                                                                                   |
| Traffic Volume (vph)       | 0                                                                                 | 26                                                                                | 30                                                                                | 57                                                                                | 0                                                                                 | 63                                                                                |
| Future Volume (vph)        | 0                                                                                 | 26                                                                                | 30                                                                                | 57                                                                                | 0                                                                                 | 63                                                                                |
| Ideal Flow (vphpl)         | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              |
| Lane Util. Factor          | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              |
| Frt                        | 0.865                                                                             |                                                                                   |                                                                                   |                                                                                   | 0.865                                                                             |                                                                                   |
| Flt Protected              |                                                                                   |                                                                                   |                                                                                   | 0.983                                                                             |                                                                                   |                                                                                   |
| Satd. Flow (prot)          | 1611                                                                              | 0                                                                                 | 0                                                                                 | 1831                                                                              | 1611                                                                              | 0                                                                                 |
| Flt Permitted              |                                                                                   |                                                                                   |                                                                                   | 0.983                                                                             |                                                                                   |                                                                                   |
| Satd. Flow (perm)          | 1611                                                                              | 0                                                                                 | 0                                                                                 | 1831                                                                              | 1611                                                                              | 0                                                                                 |
| Link Speed (mph)           | 30                                                                                |                                                                                   |                                                                                   | 30                                                                                | 30                                                                                |                                                                                   |
| Link Distance (ft)         | 1140                                                                              |                                                                                   |                                                                                   | 720                                                                               | 227                                                                               |                                                                                   |
| Travel Time (s)            | 25.9                                                                              |                                                                                   |                                                                                   | 16.4                                                                              | 5.2                                                                               |                                                                                   |
| Peak Hour Factor           | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              |
| Adj. Flow (vph)            | 0                                                                                 | 28                                                                                | 33                                                                                | 62                                                                                | 0                                                                                 | 68                                                                                |
| Shared Lane Traffic (%)    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Lane Group Flow (vph)      | 28                                                                                | 0                                                                                 | 0                                                                                 | 95                                                                                | 68                                                                                | 0                                                                                 |
| Enter Blocked Intersection | No                                                                                | No                                                                                | No                                                                                | No                                                                                | No                                                                                | No                                                                                |
| Lane Alignment             | Left                                                                              | Right                                                                             | Left                                                                              | Left                                                                              | Left                                                                              | Right                                                                             |
| Median Width(ft)           | 12                                                                                |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                 |                                                                                   |
| Link Offset(ft)            | 0                                                                                 |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                 |                                                                                   |
| Crosswalk Width(ft)        | 16                                                                                |                                                                                   |                                                                                   | 16                                                                                | 16                                                                                |                                                                                   |
| Two way Left Turn Lane     |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Headway Factor             | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              |
| Turning Speed (mph)        | 15                                                                                | 9                                                                                 | 15                                                                                |                                                                                   |                                                                                   | 9                                                                                 |
| Sign Control               | Stop                                                                              |                                                                                   |                                                                                   | Free                                                                              | Free                                                                              |                                                                                   |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 21.3%  
Analysis Period (min) 15

ICU Level of Service A

## Lanes, Volumes, Timings

PM Peak

## 5: Osage Beach Parkway /Osage Beach Parkway &amp; Beach Drive

03/06/2020

|                            |  |  |  |  |                                                                                                                                                                      |  |
|----------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Group                 | EBL                                                                               | EBR                                                                               | NBL                                                                               | NBT                                                                               | SBT                                                                                                                                                                                                                                                   | SBR                                                                               |
| Lane Configurations        |                                                                                   |  |                                                                                   |                                                                                   |    |                                                                                   |
| Traffic Volume (vph)       | 0                                                                                 | 15                                                                                | 0                                                                                 | 0                                                                                 | 750                                                                                                                                                                                                                                                   | 43                                                                                |
| Future Volume (vph)        | 0                                                                                 | 15                                                                                | 0                                                                                 | 0                                                                                 | 750                                                                                                                                                                                                                                                   | 43                                                                                |
| Ideal Flow (vphpl)         | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                              |
| Lane Util. Factor          | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 0.91                                                                              |
| Frt                        |                                                                                   | 0.865                                                                             |                                                                                   |                                                                                   | 0.992                                                                                                                                                                                                                                                 |                                                                                   |
| Flt Protected              |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |
| Satd. Flow (prot)          | 0                                                                                 | 1611                                                                              | 0                                                                                 | 0                                                                                 | 5045                                                                                                                                                                                                                                                  | 0                                                                                 |
| Flt Permitted              |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |
| Satd. Flow (perm)          | 0                                                                                 | 1611                                                                              | 0                                                                                 | 0                                                                                 | 5045                                                                                                                                                                                                                                                  | 0                                                                                 |
| Link Speed (mph)           | 25                                                                                |                                                                                   |                                                                                   | 30                                                                                | 45                                                                                                                                                                                                                                                    |                                                                                   |
| Link Distance (ft)         | 803                                                                               |                                                                                   |                                                                                   | 477                                                                               | 862                                                                                                                                                                                                                                                   |                                                                                   |
| Travel Time (s)            | 21.9                                                                              |                                                                                   |                                                                                   | 10.8                                                                              | 13.1                                                                                                                                                                                                                                                  |                                                                                   |
| Peak Hour Factor           | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                                                                                                                                                                                                  | 0.92                                                                              |
| Adj. Flow (vph)            | 0                                                                                 | 16                                                                                | 0                                                                                 | 0                                                                                 | 815                                                                                                                                                                                                                                                   | 47                                                                                |
| Shared Lane Traffic (%)    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |
| Lane Group Flow (vph)      | 0                                                                                 | 16                                                                                | 0                                                                                 | 0                                                                                 | 862                                                                                                                                                                                                                                                   | 0                                                                                 |
| Enter Blocked Intersection | No                                                                                | No                                                                                | No                                                                                | No                                                                                | No                                                                                                                                                                                                                                                    | No                                                                                |
| Lane Alignment             | Left                                                                              | Right                                                                             | Left                                                                              | Left                                                                              | Left                                                                                                                                                                                                                                                  | Right                                                                             |
| Median Width(ft)           | 0                                                                                 |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                                                                                                                                                                                     |                                                                                   |
| Link Offset(ft)            | 0                                                                                 |                                                                                   |                                                                                   | 0                                                                                 | 0                                                                                                                                                                                                                                                     |                                                                                   |
| Crosswalk Width(ft)        | 16                                                                                |                                                                                   |                                                                                   | 16                                                                                | 16                                                                                                                                                                                                                                                    |                                                                                   |
| Two way Left Turn Lane     |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |
| Headway Factor             | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |
| Turning Speed (mph)        | 15                                                                                | 9                                                                                 | 15                                                                                |                                                                                   |                                                                                                                                                                                                                                                       | 9                                                                                 |
| Sign Control               | Stop                                                                              |                                                                                   |                                                                                   | Free                                                                              | Free                                                                                                                                                                                                                                                  |                                                                                   |

## Intersection Summary

Area Type: Other  
 Control Type: Unsignalized  
 Intersection Capacity Utilization 25.4%  
 Analysis Period (min) 15

ICU Level of Service A

Lanes, Volumes, Timings  
9: Access P1 & Sunset Drive

PM Peak  
03/06/2020

|                            | →     | ↘     | ↙    | ←     | ↖     | ↗     |
|----------------------------|-------|-------|------|-------|-------|-------|
| Lane Group                 | EBT   | EBR   | WBL  | WBT   | NBL   | NBR   |
| Lane Configurations        | EB    | EB    | WB   | WB    | NB    | NB    |
| Traffic Volume (vph)       | 26    | 12    | 308  | 30    | 3     | 77    |
| Future Volume (vph)        | 26    | 12    | 308  | 30    | 3     | 77    |
| Ideal Flow (vphpl)         | 1900  | 1900  | 1900 | 1900  | 1900  | 1900  |
| Lane Util. Factor          | 1.00  | 1.00  | 1.00 | 1.00  | 1.00  | 1.00  |
| Frt                        | 0.957 |       |      |       | 0.870 |       |
| FRT Protected              |       |       |      | 0.956 | 0.998 |       |
| Satd. Flow (prot)          | 1783  | 0     | 0    | 1781  | 1617  | 0     |
| FRT Permitted              |       |       |      | 0.956 | 0.998 |       |
| Satd. Flow (perm)          | 1783  | 0     | 0    | 1781  | 1617  | 0     |
| Link Speed (mph)           | 30    |       |      | 30    | 30    |       |
| Link Distance (ft)         | 346   |       |      | 1000  | 206   |       |
| Travel Time (s)            | 7.9   |       |      | 22.7  | 4.7   |       |
| Peak Hour Factor           | 0.92  | 0.92  | 0.92 | 0.92  | 0.92  | 0.92  |
| Adj. Flow (vph)            | 28    | 13    | 335  | 33    | 3     | 84    |
| Shared Lane Traffic (%)    |       |       |      |       |       |       |
| Lane Group Flow (vph)      | 41    | 0     | 0    | 368   | 87    | 0     |
| Enter Blocked Intersection | No    | No    | No   | No    | No    | No    |
| Lane Alignment             | Left  | Right | Left | Left  | Left  | Right |
| Median Width(ft)           | 0     |       |      | 0     | 12    |       |
| Link Offset(ft)            | 0     |       |      | 0     | 0     |       |
| Crosswalk Width(ft)        | 16    |       |      | 16    | 16    |       |
| Two way Left Turn Lane     |       |       |      |       |       |       |
| Headway Factor             | 1.00  | 1.00  | 1.00 | 1.00  | 1.00  | 1.00  |
| Turning Speed (mph)        |       | 9     | 15   |       | 15    | 9     |
| Sign Control               | Free  |       |      | Free  | Stop  |       |

Intersection Summary

Area Type: Other  
Control Type: Unsignalized  
Intersection Capacity Utilization 36.9%  
Analysis Period (min) 15  
ICU Level of Service A

# Memorandum

**Date:** June 9, 2020  
**To:** Cary Patterson, City Planner  
**From:**  Todd Davis, Police Chief  
**RE:** Backwater Jacks Proposed Amphitheatre

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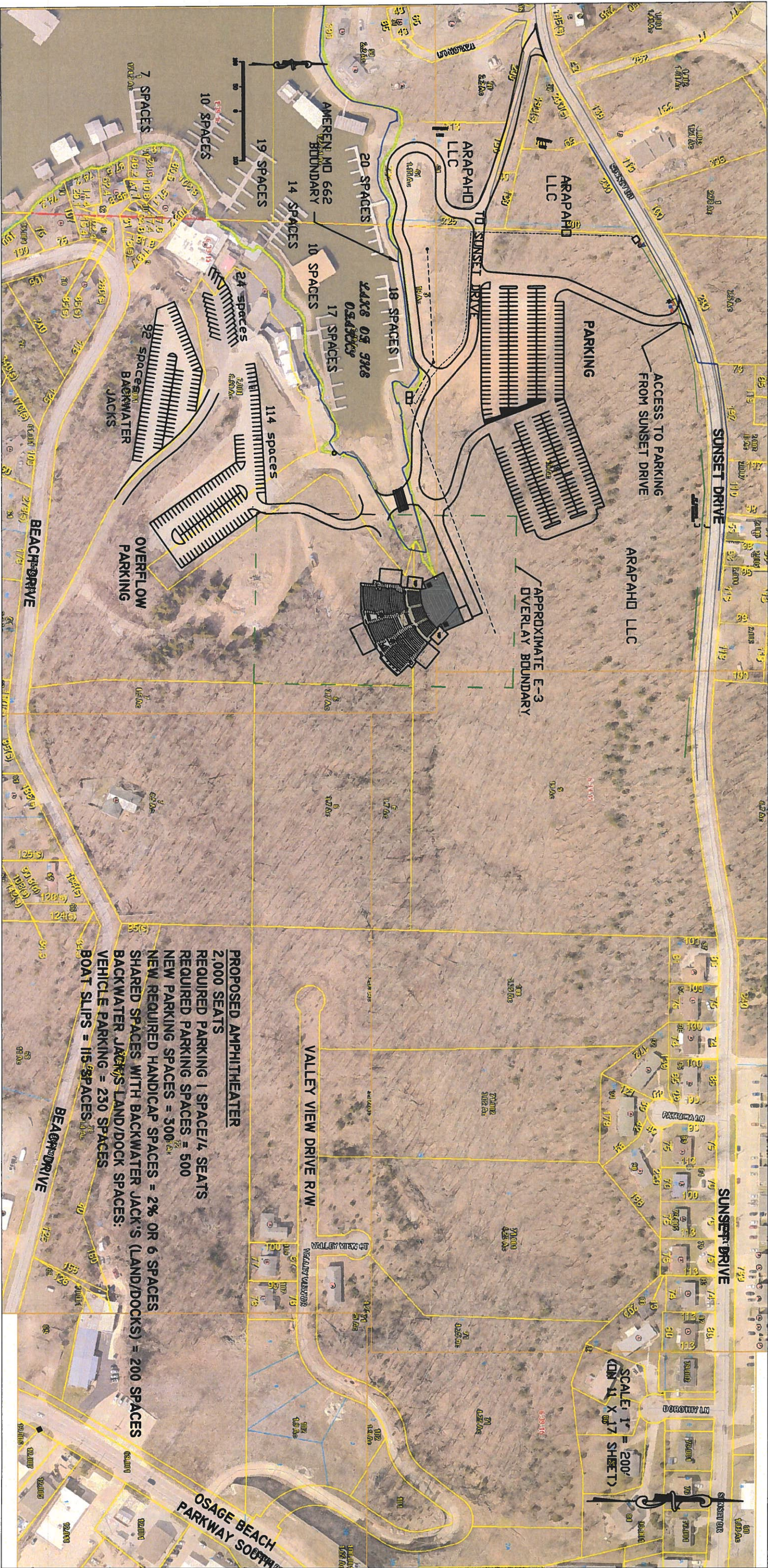
With the proposed amphitheater project comes the concern of ingress and egress of emergency vehicles in and out of the venue and the local subdivisions, as well as from the Osage Beach Fire Protection District's Station #1 that is located further down Bluff Drive.

It is my understanding that the Traffic Study that was completed reflects that the roadways will handle the traffic load, however they also recommend that law enforcement is utilized during the events to assist with traffic control.

With utilizing members of the Police Department for traffic control during these events I feel that there would minimum traffic delays for emergency response to or from areas surrounding Backwater Jacks, or emergency responses of fire department apparatus from Station #1.

The additional overtime costs for the Officers working the traffic control details should also be paid by the venue.

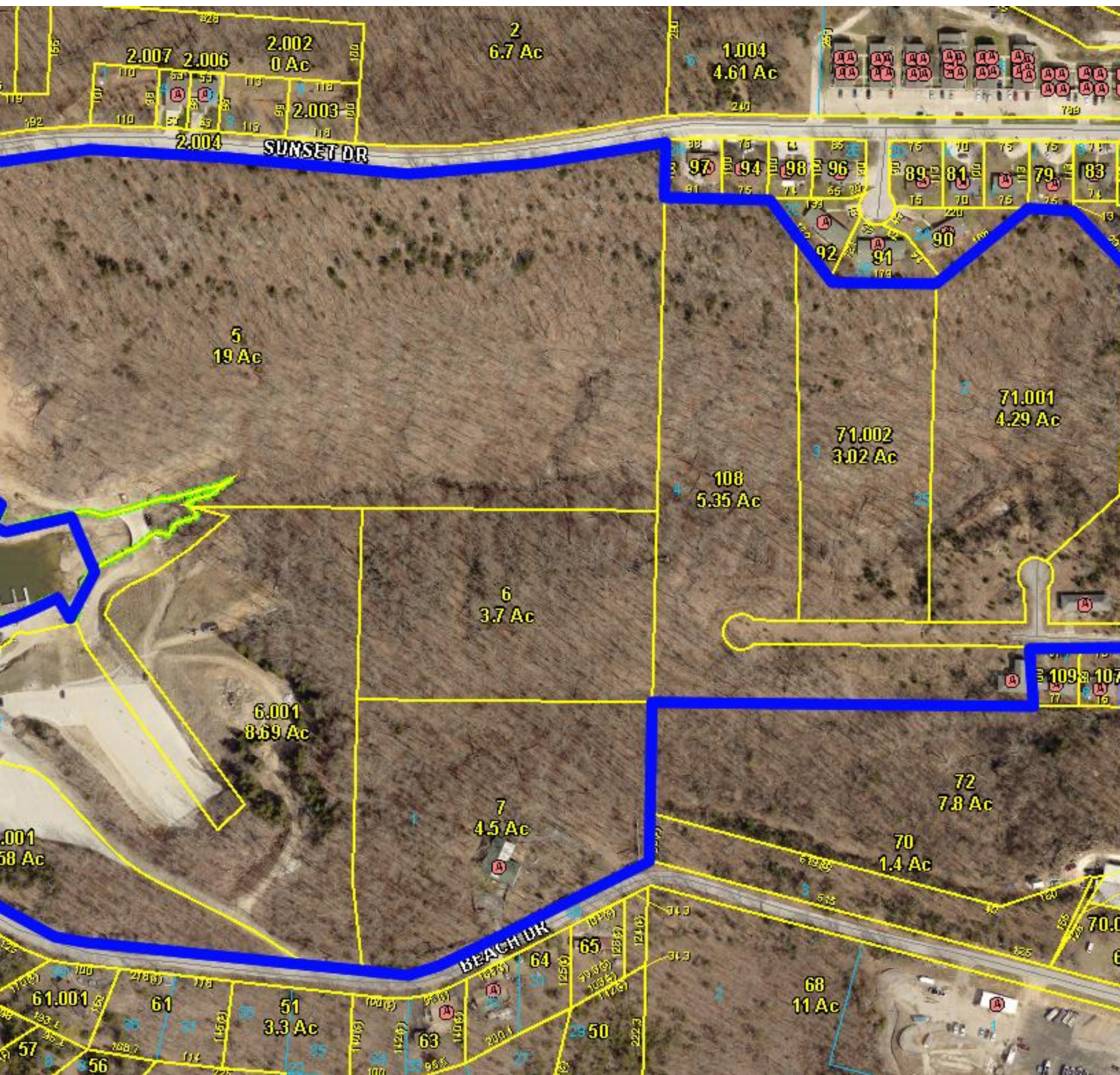




AMPHITHEATER PRELIMINARY SITE PLAN

RVSD. 03/12/2020







Camden County, MO

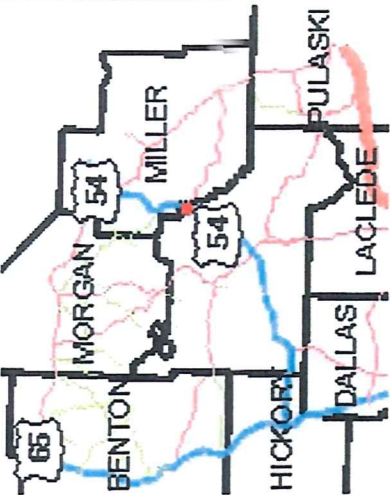


1 in. = 200ft.



Legend

- Highway
  - Interstate Highway
  - US Highway
  - Numbered State Highway
  - Lettered State Highway
- Road
- Section
- County Boundary



Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 16 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Mary Jensen  
Waynesville mo  
25370 Hwy 17  
maryjensen888@yahoo.com  
(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 10 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Dusty Jewell  
Po Box 82  
Lake Ozark MO 65049  
573-280-3071

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 19 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

James Crow  
129 Owl Lane  
Camdenton MO 65020  
(573) 480-1192

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of \_\_\_\_ years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Tyler Dickson  
Lake Ozark MO 65049  
Tyler.J.Dickson@gmail.com  
573-694-0991

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Meagan Schwartz

247 Camden Ave

Camden, Mo. 65020

573-280-4722

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Abigail Jevrajah  
1017 Mariner Cir 416  
Osage Beach, MO 65065  
573 692 0005

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 4 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Jamie Kuderka

Osage Beach

MO, 65065

Jamie.Kuderka@gmail.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 14 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Joshua L. Lyder  
205 Buckingham Drive  
Canderton, MO  
joshualyder87@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 31 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

*Heather J. Miller*  
*795 Twisted Oaks Dr.*  
*Camden, MO 65020*

*h.miller.dcdgroup@gmail.com*      *573-552-0239*

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 8 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, City/Address, Email or Phone Number)

Joshua Pien  
1173 Ducklavad Rd.  
573-280-6875

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Mechelle Cook  
3795 Jag Lane  
Osage Beach MO 65065  
mechelle\_cook@icloud.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 5 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Cody Rowcliff  
78 Shady Lane  
Lake Ozark, MO  
rowcliffcody@yahoo.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,



573-337-1889

\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Justin Harris  
4235 Sunset dr Apt 2 Osage Beach MO,  
Xantharis@gmail.com

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 4 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Karis Jordan  
Osage 4235 Sunset Dr 65065  
573 286 2381

\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 11 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Kenneth Lewis  
Osage Beach, MO  
krlewis99.klj@gmail.com

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 4 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Gunner Miller  
SSI e Chris OS  
COUMBIA MO 65203  
573-855-6023

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Angelica Thompson  
99 Bridgeway Rd.  
Camdenton, Mo  
65020

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

David D Egan in  
David D Egan Sr  
205 Volunteer Ln  
Roach MO 65787

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Daniel McConnell

Osage Beach

4071 Prairie Hollow Osage Beach MO 65065

573-745-1499

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

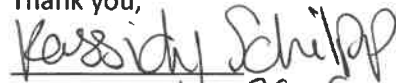
RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

  
573-645-8656

\_\_\_\_\_  
\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Shelby Roberts  
1040 Carleln Osage Beach  
stroberts628@gmail.com  
8103101297

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 6 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Sadie Powell

4229 Sunset dr. Osage Beach

Sadiepowell1232@yahoo.com

573-286-3287

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Morgan Ritchie  
4303 Beach Drive  
Osage Beach  
(573) 410-9217

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Emma Ray  
93 Curry Rd.  
Idena, MO 65486  
573-552-7104

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 4 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

KAITLIN LAING  
252 WITT RD  
ELDON MO 65026  
573 552 1582

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Lydia Withers  
17675 Hwy 183  
Dixon, MO 65459  
lydia-leann@hotmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 3 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Luke Willenbrock  
11 Copperhead Road  
Edon MO 65026  
573-480-5750

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

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(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 20 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Kayla Cook  
Kaiser, MO  
46 Benton Rd  
(573) 286-7746

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Stran Henry  
161 Hogan Drive  
Lake Ozark, MO 65065  
stranhenry2020@gmail.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 2 years. During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

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Thank you,

Payton  
Good

(Name, City/Address, Email or Phone Number)

320 <sup>1</sup>/<sub>2</sub> Eldon, MO. 65065  
Midway Rd.

paytongood243@gmail.com

(573) 375-2046

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Mr. Patterson,

I have lived in this area and worked at Backwater Jacks for a total of 10 years. <sup>1 year</sup> ~~10 years~~ During that time I have personally been a part of keeping this cove clean and picking up trash. We do our best to keep the cove clean and also to be good neighbors to the people that live in the 17.5 MM Cove.

The new amphitheater project will provide more jobs and will bring more people to the lake which will in turn bring sales tax and help other local businesses (hotels/restaurants/shops/etc). I support rezoning the property to accommodate the amphitheater and I hope that the rezoning board does as well.

Thank you,

Talysiah Wazir, zip code: 65065  
Osage Beach, 4107 Sunset Drive Apt #1,

talysiahwazir@gmail.com

(Name, City/Address, Email or Phone Number)



June 9, 2020

Planning Commission/Board of Aldermen  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

I have been a resident, business owner of Seebold Sports, Inc., and tax payer in Osage Beach for the last 27 years. Growth and development are imperative for a City to move forward and this project is no exception. This project will create additional jobs and sales tax for the City of Osage Beach and it will also bring more tourists to the area which will help all of the local businesses. For these reasons I support the Backwater Jacks Amphitheater Rezoning.

Thank you,

Tim and Debbie Seebold

5913 Glaize Woods Ct., Osage Beach, MO 65065  
timseebold@hotmail.com

Bill Long  
RGP Unlimited LLC  
Osage Beach, MO

June 9, 2020

Planning Commission/Board of Aldermen  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

I have been a resident, business owner, and tax payer in Osage Beach for the last 40 years. I have been a contractor in this area for the last 35 year. I think this amphitheater will bring additional revenue, growth, and tax dollars to our City. For these reasons I support the Backwater Jacks Amphitheater Rezoning.

Thank you,

Bill Long  
RGP Unlimited LLC  
PO Box 393, Kaiser MO  
Cell: 573-348-3201

From: Wade remodelingconcepts@att.net  
Date: Jun 9, 2020 at 4:44:33 PM  
To: gary.prewitt@gmail.com

---

To Gary and Andy Prewitt.

Yes.

I fully support your theatre project and I am willing to help in anything you might need.

WadeFlaming  
Sunset Beach Resorts.

Sent from my iPhone

From: jason@302roof.com  
Subject: Signed letter  
Date: Jun 9, 2020 at 4:26:11 PM  
To: gary.prewitt@gmail.com  
Cc: Andy@prewittenterprises.com

---

Sorry, I sent the unsigned doc

Jason



**ELITE**  
**ROOFING & SIDING**

1029 Ozark Care Drive

Osage Beach, MO 65065

573-302-7663

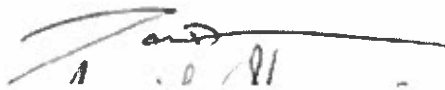
573-302-4421 (Fax)

To whom it may concern,

My name is Jason Sherrow. My wife Cari and I own Elite Roofing and Siding in Osage Beach where we have been in business for nearly 20 years. My wife is a lifelong resident of the Lake Area and I have lived here for 31 years. We are also property owners in Backwater Jack's cove. We would like to voice our support for Mr. Prewitt's new amphitheater. We feel that working with the developers on a few concerns will produce an acceptable and attractive project for all. The added tourism dollars to a number of lake area businesses would be a huge lift to the Lake economy. The added employment opportunities provided by this new venture would also be a welcome advantage. Our local economy is driven by tourism and we feel it would be short sighted to turn down such an opportunity over traffic and noise concerns for a venue that will operate on only select dates. The Lake and its attractions have always evolved, changed, and thrived no matter our economic climate because of the diverse attractions we have to draw tourist of all walks of life. The amphitheater will be a great addition to our community.

Respectfully,

Jason and Carl Sherrow



< Cari L. Spelton

**Lake Ozark Grounds Maintenance, L. L. C.**  
**Ty & Meredith Stith**  
**661 Hiland Circle**  
**Osage Beach, MO 65065**  
**[T2mj@charter.net](mailto:T2mj@charter.net)**  
**573.216.1537**

June 8, 2020

City of Osage Beach Planning Commission  
1000 City Parkway  
Osage Beach, MO 65065

RE: Backwater Jacks Amphitheater

To Whom it May Concern:

We have been taxpayers in Osage Beach since 1997, and residents of the Lake Area for 56 years. As small business owners, we believe that growth of our area is beneficial to our area and to the businesses in the area. The amphitheater project will bring more tourists to the area, and more jobs for our local residents. For these reasons, we support the Backwater Jacks Amphitheater project.

Thank You.

  
Ty & Meredith Stith  
Lake Ozark Grounds Maintenance, L. L. C.



**D Road Storage, L. L. C.  
Ty & Meredith Stith  
661 Hiland Circle  
Osage Beach, MO 65065  
[T2mj@charter.net](mailto:T2mj@charter.net)  
573.216.1537**

June 8, 2020

City of Osage Beach Planning Commission  
1000 City Parkway  
Osage Beach, MO 65065

RE: Backwater Jacks Amphitheater

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Thank You.



Ty & Meredith Stith  
D Road Storage, L. L. C.

**Stith Enterprises, Inc.  
John Stith  
661 Hilland Circle  
Osage Beach, MO 65065  
johnstith@outlook.com  
573.280.8239**

June 8, 2020

City of Osage Beach Planning Commission  
1000 City Parkway  
Osage Beach, MO 65065

RE: Backwater Jacks Amphitheater

To Whom it May Concern:

I have been a taxpayer in Osage Beach for over 30 years, and a resident of the Lake Area for 73 years. As a small business owner, I believe that growth of our area is beneficial to our area and to the businesses in the area. The amphitheater project will bring more tourists to the area, and more jobs for our local residents. For these reasons, I support the Backwater Jacks Amphitheater project.

Thank You.



John Stith  
Stith Enterprises, Inc.



FOUR SEASONS REALTY  
**ALBERS & ALBERS**  
TWO GENERATIONS OF REAL ESTATE

Peggy Albers  
109 Horseshoe Bend Pkwy  
Lake Ozark, MO 65049

Greetings,

I'm Peggy Albers, owner Four Seasons Realty in Lake Ozark. I am writing this to let you know that I fully support amphitheaters and small businesses coming into Lake of the Ozarks. And the Osage Beach area. I believe this will be beneficial for the citizens. And help increase local tax revenue for roads, schools and other programs.

Respectfully,

*Peggy Albers*



**1932 Reserve**  
1202 Proctor Drive  
Osage Beach, MO 65065

June 9, 2020

Planning Commission/Board of Aldermen  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

I have been a resident, business owner, and tax payer in Osage Beach for the last 9 years. Growth and development are imperative for a City to move forward and this project is no exception. This project will create additional jobs and sales tax for the City of Osage Beach and it will also bring more tourists to the area which will help all of the local businesses. For these reasons I support the Backwater Jacks Amphitheater Rezoning.

Thank you,

  
Mark Spears  
1932 Reserve, Co-Owner

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Rusty Brown  
70 North Star Circle  
Keiser MO  
573 552 2080

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Amy Brown  
73 North Star Cir  
Kaizer, MO 65047  
573-480-2995

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Heather Hartmann  
Po Box 279  
Lake Ozark, Mo 65049  
HARTMAHA@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Laure Pearson  
53-2E Landers Lane  
Camdenton MO 65020  
573-757-7689 lmpearsonstl@gmail.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Steve Hoff  
305 Highland Shores Dr. Unit 5c  
Lake Ozark, MO 65049  
573-821-8445

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

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Thank you,

Amanda Pratt  
305 Highland shores Dr Unit 5C  
Lake Ozark, MO 65049  
Couture.Catering.LOZ@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

*Nick Parcel*  
*204 Emerald Bay Dr. Unit 1C*  
*Lake Ozark MO 65049*  
*573-838-3932*

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

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Thank you,

Jenifer Beard  
204 Emerald Bay Drive,  
Unit 1C  
Lake Ozark, MO 65049

(Name, City/Address, Email or Phone Number)

573-375-8405

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 13 number of times each year. We own (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Bob Meyer Sr.  
6301 Ash, PV, KS 66208  
b.meyer@aol.com  
913 831-6257

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

James McCullagh  
1978 Supervisor Paul  
Lake of the Ozarks  
839 839 9107

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Ty Stith  
16 Oak Bend Rd.  
Kaiser MO 65047

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

*Corey Murray*  
*573 308 6664*  
*706 Valencia Dr*  
*Lake Ozark MO 65049*

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

*Sally McClelland*  
*573 695-3647*  
*66 Valencia Dr*  
*Lake Ozark Mo 65049*

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Kirk Cameron  
117 Evergreen CD  
Summers Beach MO 65049  
217-430-9502

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Michelle Hall  
15 Brooklyn Ln  
Kaist mo 65047  
573 302 1200

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

John Pfehl

15 Brooklyn Ln

Kaiser MO 65047

573 302 1200

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 20 number of times each year. We own property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Ron Meyer  
4612 W 63<sup>rd</sup> PV KS 66208  
meyerorl@hotmail.com  
913 486-6624

(Name, City/Address, Email or Phone Number)

PS. VIP Pass must Be  
Included.

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Meredith Stith  
16 Oak Bend Rd.  
Kaiser MO 65077

\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Spencer Jewell  
1651 Cherokee rd Apt 2B  
(86)-716-8705

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Brittany Eubank  
159 Carlton Point Dr.  
Wentzville, MO 63385  
815-323-2922

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

  
1787 Cherokee Rd.  
Lake Ozark Mo  
65049  
217-417-9084  
(Name, City/Address, Email or Phone Number)

June 2020

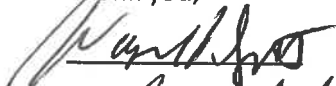
Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

  
247 Barrett Rd  
LAKE OZARK MO 65049  
573-692-2166

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

Keeghan Graham  
Sunrise Beach, Mo.  
2681 State Rd. TT.  
573-397-3445

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

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Thank you,

ERIC CHARLES  
38015 Roost Ln  
(715)-111-2218

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Gabby Powell

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, City/Address, Email or Phone Number)

46 Black Rd. Kaiser, MO 65047  
(573)480-7682

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

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Thank you,

Jacob Stith  
16 Oak Bend Rd.  
Kaiser MO  
15734809923

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 365 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Calvin Massey  
1249 Procter Dr  
Osage Beach 65065  
573-836-6391

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Kenin Eubank  
159 Carlton Point Dr 217-372-8824  
Waltzville, MO 63385  
Kenneubank@gmail.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
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Thank you,

Blair Ziegler  
BB

Lake Ozark, MO  
bdawdwell22a@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
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Thank you,

Brian Ziegler  
83 Ltc Rd  
Lake Ozark MO  
573, 280, 7311

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
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Thank you,

James Sexton

Macks Creek MO

560 Starlight Cove rd

triplex6901@yahoo.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
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Thank you,

HENDELL BELLAMY  
4620 PARKWOOD CIRCLE UNIT B8  
573-434-2110

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Niede McCollough  
1972 Taylors Point Dr  
Cape Ozark  
573 480-0949

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
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[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Melanie Miller  
1019 Beacon Ridge  
Lake Ozark  
6185801907

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Jeff Becherer  
6502 Coveview Ln  
Osage Beach  
618-977-5115

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

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Thank you,

Cindy J. Helly  
5655 Heron Bay Unit C404  
Osage Beach MO 65065  
cmehelly@aol.com

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

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Thank you,

Mike McKardle  
5655 Heron Bay  
Osage Beach MO 65065  
Mike.BAS2001@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Zach Odell

5834 Osage Beach Parkway

Osage Beach, MO 65065

25092502@yahoo.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

  
Jesse Peterson (Your Lake Friend)  
4595 Osage Beach Pkwy #27  
573-873-6645

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,

  
Bradley Mulcock  
4595 Osage beach pkwy #27  
573 - 453 - 0712

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

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Thank you,



---

---

---

(Name, City/Address, Email or Phone Number)

Ryan Gattermeir  
573-746-0133  
RyanGattermeir@gmail.com

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

*Stu Dabbs*  
*1222 Lands End Parkway #407*  
*Osage Beach, Mo*  
*314-690-0681*

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Andrea Rivera  
Osage Beach, MO  
riveraa1313@gmail  
270-331-7389

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

LORI L. GRASS  
1036 Quiver  
Osage Beach

---

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

CURT GLASS LAKE HOME 1036 QUIVER LANE  
311 7TH OSAGE BEACH, MO.  
CRYSTAL CITY MO. 65065  
COLLGRASS@YUNGO.COM.

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

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Thank you,

Ben Verhoef  
Osage Beach 4411 Hamrock Lane  
573-280-9027

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
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Thank you,

Vincent Mason  
573 286 4221  
1502 Grand  
St. Osage Beach 65065

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
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Thank you,

Kelsey Rogers

Osage Beach

979/264/2280

Kelsey.rogers40@yahoo.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
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Thank you,

Jordan Belto

Craig Belto

Osage Beach

417-733-6547 or 573-286-9186

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
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Thank you,

*Kerry Frazier*  
*Osage Beach, MO*  
*5204 Parkview crt*  
*816-294-0204*

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

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Thank you,

Shannon Paul  
1392 Gerrard Lane  
Osage Beach, MO 65065  
702 349 0422

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

RICK ELLERMAN  
1392 Germond LN  
OSAGE BEACH MO  
65065

(Name, City/Address, Email or Phone Number)





June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Carriell Braam  
Osage Beach ← 4410 Gwen Ln  
[carriell-braam@yahoo.com](mailto:carriell-braam@yahoo.com)  
(573) 286-4310

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Sheela Becherer  
6502 Coveview Ln  
Osage Beach MO 65065  
618-363-8005

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

*Nayla Benson*  
4507 Cove Road, Osage Beach, MO 65065

\_\_\_\_\_  
\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Tyler Benson  
4507 Cove Rd  
Osage Beach, MO 65065

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

  
1035 Osage Beach, MO 65065  
314-428-5527

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

*Christie Rodgers*  
*1035 Quiver Lane*  
*Osage Beach, Mo 65065*

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, City/Address, Email or Phone Number)

RYAN KOERKENMEIER  
4507 COVE RD.  
OSAGE BEACH, MO 65065  
913-378-6599

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, City/Address, Email or Phone Number)

Jody Watson  
4507 Cove Road  
Osage Beach, MO 65065



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
CPatterson@OsageBeach.org

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I live at the Lake of the Ozarks. We own property and contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

DAVE WILD  
P.O. BOX 279  
LAKE OZARK, MO 65049  
DRWG8R@AOL.COM

(Name, City/Address, Email or Phone Number)

Support our local  
business operators +  
our locals who live  
here. we are grateful for  
all our businesses do!  
Here since 1971.  
D. Wild

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 365 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,



618-973-6629

P.O. Box 796

LAKE OF THE OZARKS 65065

(Name, City/Address, Email or Phone Number)

June 2020

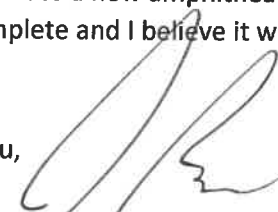
Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

  
James RVS  
P ROETAR DR  
OSAGE BEACH, MO 65065

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Jason Armstrong

Po Box 190

LAKE E OZARK, MO 65049

954-850-0096

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks <sup>365</sup> number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Spencer Carluck

1481 Ledger D.B-R

Osage Beach, mo 65065

573-484-6805 ; Spencer.Carluck21@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 1 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Nico Leindecker  
1277 Little Brave Dr  
OFallon MO  
314653-4915

(Name, City/Address, Email or Phone Number)

June 2020

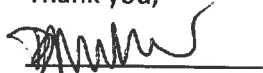
Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 5 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,



Brockton Mulmyre

709 Landau Ln Normal IL 61761

309-337-2983

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 1 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Tracy Braddy  
1088 Oak Valley Rd.  
Soperton, GA 30457  
912-293-5661

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

David Wolfe

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, City/Address, Email or Phone Number)

David Wolfe

1701 Buforam Road, White Hall AR 71602

870-718-3648

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

*Handwritten:*  
Hendie + Matt Kolsrud  
1221 Scarlet Sage Dr SW  
Cedar Rapids IA 52404  
hendie.k@smail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks most weekends for 22 years number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, City/Address, Email or Phone Number)

Paige Giacoletto, 16 running Deer Ln, Osage Beach  
618-975-1893

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 1-2 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Jill Gullett

Ankang IA

515-321-5250

---

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 1 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Braiden Bubba  
Grundy center  
308 4th St  
319-415-3934

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks \_\_\_\_ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Chris Webb

59026 Sharon DR

Russellville, Mo. 65074

574113@gmail

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 16 number of times each year. We own property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Tom & Cheri Kuster  
3537 Swan Circle So  
Arnold, Mo 63010  
Tskuster@aol.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 100 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Kathy Yansen  
Europe Mo 63025

lake 1042 Quiver LN

Osage Beach Mo — KYANSEN 229@gmail.com  
KYANSEN 229

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 100 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

BRIAN YANSEN  
1042 QUIVER W.  
OSAGE BEACH, MO 65065  
314 583 7097 - byansen17@gmail.com

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 30+ number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Barbara Poole  
742 S. Canoe St  
Senath Mo 63896  
417 733 6610

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 20 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Katie Guhnare  
110 Port Royale Dr.  
unit 10

Sunrise Beach, Mo 65079

(Name, City/Address, Email or Phone Number)

June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 26 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Wesley Rose  
116 Port Royal Dr  
Unit 1D  
Surprise Beach, MO 65079

(Name, City/Address, Email or Phone Number)



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 52 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

Thank you,

Chris Gunnore  
116 Port Royale Dr.  
Unit 10  
Sunrise Beach, MO ~~65079~~

(Name, City/Address, Email or Phone Number)

65079



June 2020

Cary Patterson  
City of Osage Beach  
Planning Department  
1000 City Parkway  
Osage Beach, MO 65065  
(573)302-2000 Ext 1080  
[CPatterson@OsageBeach.org](mailto:CPatterson@OsageBeach.org)

RE: Arapaho LLC/Backwater Jacks Amphitheater Property Rezoning Request

Cary,

My family and I visit the Lake of the Ozarks 25 number of times each year. We (own/rent) property when we are at the lake and we contribute to the local businesses and pay sales tax to the local jurisdictions. I enjoy spending time at Backwater Jacks now and plan to continue visiting this establishment in the future. I am in favor of the back of the cove/adjacent property being rezoned to accommodate a new amphitheater and additional parking. I plan to patronize the new establishment once complete and I believe it will bring additional people and revenue to the lake region as a whole.

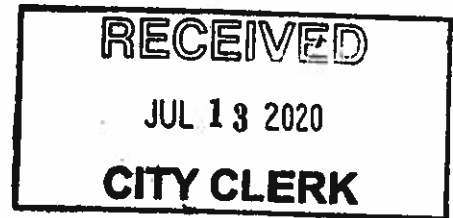
Thank you,

  
Erin Daugherty  
2101 Passover Rd. R8  
Osage Beach, MO 65065

(Name, City/Address, Email or Phone Number)

July 13, 2020

Attn: Osage Beach Planning Commission  
City Hall  
1000 City Parkway  
Osage Beach, MO 65065



There has been a lot of discussion regarding the proposed amphitheater in Osage Beach, submitted to the Planning Commission by applicant Arapaho, LLC (Rezoning Case Number #406). We are opposed to the rezoning case for a number of reasons, and submitted a letter prior to the last public meeting outlining the numerous issues this proposal will create including increased traffic, increased noise, and further harm to the residential community.

During the July 14 meeting, the minutes indicate:

*Alderman Richard Ross asked if Andy talked to the homeowners of the cove - the cove association or every individual owner.*

*Andy Prewitt replied every proper owner and all but one was for approval.*

I would like to state for the record that Mr. Prewitt has not talked to us, or any of the six homeowners we personally know in the cove. We have not received a single phone call, text message, email, letter or even a notice taped to the door of our home. It appears that Mr. Prewitt has been selective in his communications, and if he is now on record with this flat out lie, what else has been falsely stated regarding this case?

In addition, the minutes state:

*Andy Prewitt representing Arapaho LLC stepped forward - there are 153 letters in support, 66 Osage Beach residents, 4 live at the 17.5 mile marker, and 60 local in Lake Ozark. Mark Spears owner of The Reserve is also in support of this, also Sunset Beach Resort is in support.*

The 60 letters from Lake Ozark have no direct correlation to this future business endeavor, 40 of the letters were from his employees and should be disregarded completely. The fact that only 4 letters are from the dozens of residents who reside at the 17.5 mile marker is pointed. Mr. Prewitt is skirting the law and the issues. How many letters have been sent to the Commission in opposition to this rezoning proposal?

In our previous letter to the commission, we pointed out that the "Traffic Impact Assessment" should not even be considered as valid. For a traffic study to be completed in February/March 2020 is further proof that Arapaho, LLC is trying to 'pull a fast one' on the public and this commission. February is not even close to peak lake season and Backwater Jacks is not open for business at that time. There is a drastic difference in traffic during peak season (April through September), none of which is reflected in either of the previously submitted traffic surveys. Is this committee so blind as to simply rubber stamp a request due to the fact the Prewitt name is

attached? I would hope our appointed city officials would not be so blasé about the public trust which is delegated to them within their roles as a public servant.

Additionally, the traffic study was conducted when the majority of the United States was entering “lock down” due to the COVID-19 pandemic. Backwater Jack’s gained worldwide notoriety for their “Zero Ducks Given” pool party on Memorial weekend, making a mockery of the pandemic and demonstrating their complete disregard for public safety. Other restaurants and bars have cancelled their previously planned events during this year to maintain a healthy environment for their employees and the general public.

For the previous Planning and Zoning meeting to deny the rezoning request with a vote of 5 to 4, then to call a secret meeting only 2 days later is disingenuous of the council. During this special meeting, it was stated that 2 votes needed to be disqualified due to conflict of interest. Personally, I would like to call for an investigation into all business dealings of Arapaho/Prewitt as there are clearly other council members in business dealings with Mr. Prewitt who are voting to keep him in their favor.

We ask that the Osage Beach Planning and Zoning Commission fully consider what is truly right for this residential community.

Marc & Jennifer White



**Tara Berreth**

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**From:** Amy supulver <supulver2@yahoo.com>  
**Sent:** Tuesday, July 14, 2020 9:37 AM  
**To:** Tara Berreth  
**Subject:** Backwater Jacks Ampitheater Zoning



To whom it may concern,

As a full time resident that lives on Sunset Drive I have to voice my concerns over the amphitheater that backwater Jacks is attempting to put in.

I have a son with a disability, what happens if and when I need to call an ambulance? What if somebody down Sunset Drive has any kind of medical emergency or in need of a fire truck? Will we be guaranteed all emergency vehicles will be able to get down our road without any time hindrances whatsoever during these concert times? Or is there a chance that we will possibly watch our houses burn down or our loved ones bleed out, because there is a money making concert going on that takes precedence over our safety?

How is it even a possibility to close off a two way residential street with backed up traffic for a concert. We are a residential district. We all purchased our homes in a residential district, not a commercial district. It appalls me that there is ZERO concern for all the children that play outside at the apartments, most of the time very close to the street. I guess since this is a lower income housing alternative to what I am sure the Prewitts live in, they don't count! I can't help but wonder what social media would think of the Lake of the Ozarks, knowing there is so little regard for innocent children with no where else to play but outside of their apartments and a bunch of people, strangers, possibly drunk, are allowed to put these kids in danger every time there is a concert. Lets just hope and pray that one of these children are not struck by a vehicle or abducted by some concert goer. I guess it always come down to who is privileged and who is not!

I am saddened by what Osage Beach is turning into; a hedonistic party place that no longer promotes families or their values. I moved to the lake 33 years ago. It was a beautiful place where people retired to and families raised their children. Now it has progressed to nothing but promoting a giant fraternity type atmosphere. How many more entertainment complexes do we need? How many will be enough? Surely the community can come up with more attractions promoting the family tourism this lake was built on and have somewhat more of a balance before we drive away all the tourist with children and future retiree's. Is this really the Lake of the Ozarks that we want? Another large drinking/party facility? It was a huge embarrassment when the backwater Jacks covid video went national, that was our tourism video, very sad indeed!

I do understand that the amphitheater will provide more revenue but at what cost? It is a total disregard to all the full time tax paying residents in Osage Beach that do not want this built. I not only pay property taxes but I along with everyone else also shop all year long, am involved in the community and am raising a next generation of taxpaying citizens who may choose to live and raise their family in Osage Beach. The noise and traffic level of this endeavor will impact many locals.

I read that there are not any records of calls of complaints about the music at Backwater Jacks. Well if there are not any, then there is something shady going on because I for one have called numerous times and I know my neighbors have also. There were instances I have called five time in one night because apparently the Prewitts are untouchable and do not have to abide by the shut off time for music. Gee, wonder what would happen if I turned up my stereo and let it play until 11-11:30 at night with neighbors calling in complaints. I am pretty sure it wouldn't be allowed to continue, yet we all call and complain and nothing is ever done about it. The music is never stopped. We got the picture loud and clear!

currently the music just keeps getting louder and played until way past the shut down time to comply with city ordinances. They do what they want, they have made it clear they have no concern for the very community they are in the middle of.

Come to my house on a night when they are playing music and you will see the trees are not a buffer of any kind. My children now stay up until the bar closes, no choice there! I'm quite sure all those young children and working class people living in the apartments across from the amphitheater won't mind staying up half the night.

The traffic report they submitted is a joke, anyone can clearly see that. How about doing a report on last Memorial Day, wonder how different that would look? Has everybody forgotten that this is the middle of Osage Beach? That there is a fire department right down the street? When resulting traffic from these concerts is happening, do the residents along Bluff Drive and Sunset Drive just make plans to stay home. My kids are involved in extra curricular activities in school that sometimes take place on the weekends; does that have to end because it will take two hours to drive to the end of our street?

I hope that everybody who has a vote, very seriously listens to our voice of opposition, and realizes the repercussions this amphitheater could have on a lot of people in our community and our community as a whole.

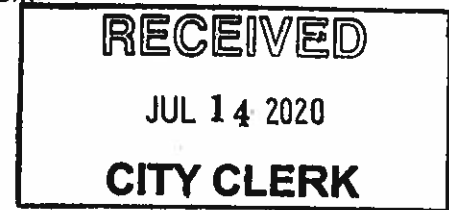
Respectfully,  
Randy and Amy Supulver

[Sent from Yahoo Mail on Android](#)

**Tara Berreth**

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**From:** Patrick Cantwell <patrick.cantwell@henkel.com>  
**Sent:** Tuesday, July 14, 2020 4:12 PM  
**To:** Tara Berreth  
**Subject:** Please deny this Amphitheater project



Hello,

I understand you are the point of contact for the Planning and Zoning committee and can pass on my concerns to the appropriate city personnel.

As a full time resident of Osage Beach, I would like to express my fear that a project like this could even be considered by our city leaders. This is very unsettling and wrong for the citizens of this area and calls into doubt the judgement of our city leaders.

If this type of decision is made for the financial betterment of a single business that disregards the voices of the citizens, our community, and the safety of our surroundings in such a manner, I have to question all decisions this city Government is making. I would hope our leadership is better than that. I ask the City of Osage Beach to consider the voice of the majority vs the minority.

Please pass on these concerns and ask them to consider such a project in a more appropriate location.

Thank you for the consideration

Pat Cantwell

## Tara Berreth

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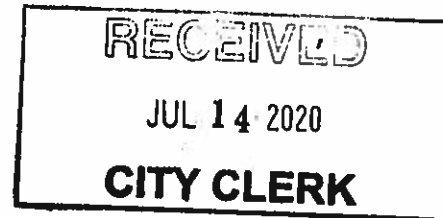
**From:** TIM FALTUS <tsfaltus@aol.com>  
**Sent:** Tuesday, July 14, 2020 2:52 PM  
**To:** Tara Berreth  
**Subject:** Fwd: Re-zoning at Backwater Jack's

Here is a copy of an email I sent to planning committee members and aldermen.

Thank You

Tim Faltus

Sent from my iPhone



Begin forwarded message:

**From:** tsfaltus@aol.com  
**Date:** July 13, 2020 at 7:10:20 PM CDT  
**To:** "jolivarri@osagebeach.org" <jolivarri@osagebeach.org>  
**Cc:** "tbecker@osagebeach.org" <tbecker@osagebeach.org>, "pmarose@osagebeach.org" <pmarose@osagebeach.org>, "gmassey@osagebeach.org" <gmassey@osagebeach.org>, "rross@osagebeach.org" <rross@osagebeach.org>, "krucker@osagebeach.org" <krucker@osagebeach.org>, "twalker@osagebeach.org" <twalker@osagebeach.org>  
**Subject:** Re-zoning at Backwater Jack's  
**Reply-To:** tsfaltus@aol.com

To the Osage Beach Planning and Zoning Committee:

For over 20 years I have owned the property at 4598 Sunset Drive. When we purchased it, Backwater Jack's was a typical water front bar with a moderate amount of traffic. Now with the addition of more docks, a swimming pool and their soon-to-be-built cabins, it is probably the busiest waterfront bar/restaurant bar on the lake. Now we are facing another expansion, with their proposed amphitheater and the addition of literally thousands of people to our neighborhood.

New residents to our neighborhood know what they are getting into when buying in a mixed use area such as ours, but it is especially unfair to long time residents to continue to rubber stamp anything the owners of Backwater Jack's want to do without fairly considering the impact it will have on their quality of life.

Any mixed use area such as ours requires balance and respect between all parties. Although the Prewitt's claim they will respect the neighbors with a barrier, music volume controls etc., we have only to look back to Memorial Day to know that they will say anything they think sounds good only to behave completely to the contrary. During the Memorial Day weekend they paid lip service to the idea of social distancing and concern for public safety then crammed as many people as humanly possible into their venue. The resulting negative publicity was, or should have been, an embarrassment to everyone in our community.

From a health and safety standpoint, this project will result in possible delays for fire and ambulance service needing to reach residents. As I have a heart condition and have had heart surgery, this is deeply troubling. I implore the committee members to consider this matter on the basis of not only dollars and cents, but fairness to the neighborhood residents and their quality of life.

It's time to say "enough is enough" to Backwater Jacks!

Thank You,

Tim Faltus

## Tara Berreth

---

**From:** Sherry Stevens <Sherry@mylakerealestate.com>  
**Sent:** Tuesday, July 14, 2020 9:39 AM  
**To:** Tara Berreth  
**Subject:** P&Z Sunset Drive

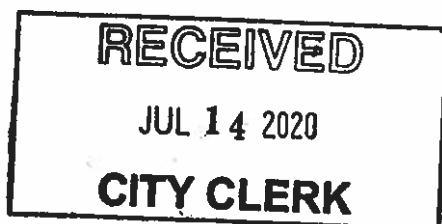
Tara- Thank you for all of your attention to this matter. My position is probably different than most. I live on Sunset Drive. My biggest concern is the traffic on our street. At the top of Sunset Drive is a lot of multi-family dwellings. I drive that street every day. There are always lots of children, bikes, small animals right along the road, if not crossing the road. The amount of traffic that will be brought down Sunset Drive with the amphitheater is mind-boggling, and it's downright dangerous. If the city doesn't think people will be drinking and driving coming from a venue like that they are deceiving themselves. It would only take one accident/incident and the city could have a huge liability. We value our children. The traffic should be brought down Valley View--which Mr. Prewitt's family already owns or it should go down Beach Drive with the rest of the Backwater Jack's traffic, both of which would be right-hand turns coming off the expressway instead of a left-hand turn going onto Sunset. Honestly, the residents on Sunset Drive do not feel like we're being heard. There is already a road that has been cut in leading to Sunset Drive from Mr. Prewitt's property. It is all the way to the sidewalk. How does that happen without proper permits in place and other people can't put in a sidewalk without the city being involved? If there is an accident or a fire on my street, how are the emergency vehicles supposed to get to us if we have all that traffic jamming the roads from the expressway down Sunset?

Again, I don't personally have an issue with the venue itself because I am at the end of the street, but I am EXTREMELY concerned about the traffic and the safety of the residents. I also feel sorry for the residents on that side of the street as they already have tons of issues with the traffic coming out of Backwater Jack's. People in boats are going to the bathroom in front of their docks and in front of their children, They are dumping trash off their boats onto the docks, They are lewd and obnoxious. In light of this, I completely understand the residents having an issue with another business in their cove.

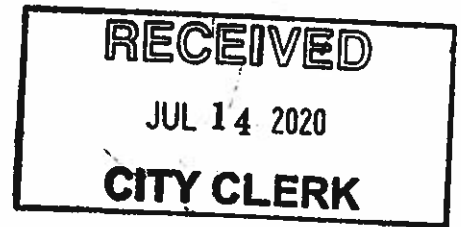
I don't know if you can help at all but I do appreciate you taking the time to listen.

Thank you.

Sherry Stevens  
Sunset Resident



Patrick and Susan Daly  
4512 Sunset Drive  
Osage Beach, MO 65301



To the City of Osage Beach Planning and Zoning Commission  
Mayor John Olivarri  
Susan Ebling (Ward I) - CHAIRMAN  
Nancy Viselli (Ward II) - Secretary  
Alderman Richard Ross (Ward III)  
Don Sturn (Ward I)  
Don Chisholm (Ward II)  
Michelle Myler (Ward II)  
Tony Kim (Ward II)  
Alan Blair (Ward II)  
Kellie Schuman (Ward III)

Dear Commission Members:

We have watched the developments of the Arapahoe LLC rezoning request with great interest.

We attended the January 2020 meeting and listened to Mr. Patterson's presentation. We also presented what we and many other cover residents consider significant concerns with the project. Unfortunately, we and the majority of the neighbors on Sunset Drive came away with the impression that the issue was supposed to be an open and shut case.

The following remain concerns:

1. A traffic study dated March 6, 2020 is included in the packet for the next Commission Meeting. The author(s) appear to lend some form of approval for bringing the traffic in via Sunset Drive. As you surely understand relying on a traffic study from February in Osage Beach at the beginning of a global pandemic seems like a poor decision. So my question is if the City of Osage Beach accepts this traffic assessment based on this Commission's recommendation and there is an increase in emergency response time to a household on Sunset Drive due to the extreme traffic congestion and the lack of any place to clear the road for an emergency vehicle, will the City of Osage Beach have liability especially when there were alternatives to the planned entrance? This could equally apply to the residents elsewhere in Osage Beach as traffic from 2000 attendees and the employees of the amphitheater and band will ultimately backup onto Bluff and hamper emergency vehicle access to use the stretch of Bluff Drive between the Parkway and Sunset Drive.
2. Arapahoe reportedly plans to use the trees as a buffer for sound deadening and to play only when the trees have leaves for that reason. It is also my understanding that of the twelve planned events, four will be in the spring, four will be in the summer, and four will be in the fall. My questions are, who will police this and has a noise study been conducted with and without leaves as was discussed in the last meeting?
3. Both Mr. Prewitts boast that they are currently "grandfathered" in with respect to Backwater Jack's existing outdoor stage and therefore do not have to shut down at any time. My question is at what time will they be required to shut down the amphitheater and who will police this? As you heard at the last meeting Backwater Jack's has been at best an inconsiderate neighbor and at worst a lawbreaker based on the decibel levels in the cove. While both Mr Prewitts further boast that they have never received a citation

there have been plenty of complaints. This is clearly a failure of the enforcement arm of the City which reeks of favoritism toward revenue generation regardless of impact on the citizens of Osage Beach.. With the addition of an amphitheater with national acts whose products are the music and whose contracts require their control of the decibel levels how can the City legitimately promise the property owners in this and surrounding coves that noise ordinances will be observed and enforced?

4. With the addition of an amphitheater in a residential cove, one could claim that the noise will be magically deflected away by the angle of the stage or by some sort of farcical sound deflecting fence which does not affect the view of the lake. However, without a sound study with all sound deadening measures in place one must could just as easily point out the painfully obvious that every boat on the lake will be rafting in the cove for a free concert Aquapalooza style, This would clearly trample the rights of those homeowners in the cove. My question is how does the City Planner suggest that the rights of cove residents be protected?
5. The Osage Beach Citizen Advisory Committee was established to provide for the sharing of information from the residents of Osage Beach on matters of public concern and to assist the City in fulfilling its mission statement. The committee may research, review, and provide recommendations on specific topics or issues as requested by the Mayor, Board of Aldermen majority, or the City Administrator. My question is has this group been consulted by Mayor Olivarri?
6. Has an economic impact study been done and if so where can it be found? If the revenue is as high as the City Planner suggests my question is why has the city not considered creating a suitable entrance of Beach?
7. Why weren't the letters received prior to the last meeting made part of the meeting records?
8. Why will this meeting be restricted attendance if Camden County has lifted those restrictions.
9. If RE/MaX Lake of the Ozarks has conducted any business with Arapahoe or anyone associated with it, should Susan Ebling recuse herself from any recommendation?

I sincerely hope that you remain vigilant in your responsibility as commissioners to serve the entire population of Osage Beach and not a sole interest regardless of the revenue that might be generated by any single project. While everyone understands the importance of tax revenue, great cities create it in a planned manner where all citizens are consulted about how and if they want their city to grow. While some residents have expressed support for this project, I promise you that it is not in their back yard. Very few home owners in the cove support this. Those that do hold a misguided belief that this is going to increase their property value. If this was in any of your backyards, you would not support this.

To date this process has been superficial and perhaps criminal as the project has progressed steadily despite a lack of zoning approval and following the despicable sales pitch provided by Mr. Patterson. As the elected and appointed officials responsible for a recommendation to the City's Aldermen you will be remiss in your obligation to the citizens of Osage Beach if you don't demand a great deal more from your City Planner than to jump at any revenue that comes along, citizens be damned.

**Pam Campbell**

---

**Subject:**

FW: Backwater Jacks Cove Project

-----Original Message-----

From: Sharon Carlson <jasapple@charter.net>

Sent: Tuesday, June 9, 2020 8:45 AM

To: Tara Berreth <tberreth@osagebeach.org>

Subject: Backwater Jacks Cove Project

I am writing this letter to voice my concern over the expansion being planned at the end of our cove. Our address is 1257 Rock Lane so we are further down the cove than most of the others protesting this expansion. We did not attend the meeting with Mr. Pruitt on Sunday, but we did attend the first planning commission meeting at city hall. At that time, it was only being proposed and would be voted on after several studies were completed. In the meantime we have witnessed the work on the project going on without the final approval like it was already approved. This has been disheartening and made us feel as if it was going in no matter what.

Our concerns are these:

1. The noise coming from amphitheater. It just isn't the music. We hear people yelling and screaming on boats and at the pool as it is. This of course would increase boat traffic. Paying for half of a wave breaker is generous. We could afford to pay our part, but I know a number of people wouldn't be able to or want to, putting the burden on the rest of us. Damage to our docks continues to be a problem. Many of us put a lot of time and money into getting our cove no wake. While most boaters respect it, there are still some who do not, especially after spending time partying at Backwaters.

2. Many people on our street are elderly. If there was an emergency, could emergency vehicles get through. This could be a matter of life and death.

3. There are always children playing and often crossing the road at the start of Sunset. Will people, who may have already been partying, look out for them on the way to the concert? Where the road is being put in, it is on the crest of the hill with the entrance is blind at a certain point.

In conclusion, my husband and I moved here 12 years ago to retire and enjoy lake life. We were fully aware of Backwaters at the end of the cove and honestly, it hasn't bothered us. We have enjoyed the boat traffic, and have frequented Backwaters often ourselves. But after the pool was put in, things began to get crazier and louder. I can only imagine what it would be like during a concert. I feel as if our quality of life is being challenged and could be changed because of this project.

Sharon /Jerry Carlson  
1257 Rock Lane

Sent from my iPhone

Communication made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City of Osage Beach or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local laws, rules or regulations.



**Pam Campbell**

---

**Subject:**

FW: Sunset Drive/Backwater Jacks Zoning Meeting

-----Original Message-----

From: Amy supulver <supulver2@yahoo.com>

Sent: Tuesday, June 9, 2020 8:38 AM

To: Tara Berreth <tberreth@osagebeach.org>

Subject: Sunset Drive/Backwater Jacks Zoning Meeting

To whom it may concern,

As a full time resident that lives on Sunset Drive I have to voice my concerns over the amphitheater that backwater Jacks is attempting to put in.

I have a son with a disability, what happens if and when I need to call an ambulance? What if somebody down Sunset Drive has any kind of medical emergency or in need of a fire truck? Will we be guaranteed all emergency vehicles will be able to get down our road without any time hindrances whatsoever during these concert times? Or is there a chance that we will possibly watch our houses burn down or our loved ones bleed out, because there is a money making concert going on that takes precedence over our safety?

How is it even a possibility to close off a two way residential street with backed up traffic for a concert. We are a residential district. We all purchased our homes in a residential district, not a commercial district. It appalls me that there is ZERO concern for all the children that play outside at the apartments, most of the time very close to the street. I guess since this is a lower income housing alternative to what I am sure the Prewitts live in, they don't count! I can't help but wonder what social media would think of the Lake of the Ozarks, knowing there is so little regard for innocent children with no where else to play but outside of their apartments and a bunch of people, strangers, possibly drunk, are allowed to put these kids in danger every time there is a concert. Lets just hope and pray that one of these children are not struck by a vehicle or abducted by some concert goer. I guess it always come down to who is privileged and who is not!

I am saddened by what Osage Beach is turning into; a hedonistic party place that no longer promotes families or their values. I moved to the lake 33 years ago. It was a beautiful place where people retired to and families raised their children. Now it has progressed to nothing but promoting a giant fraternity type atmosphere. How many more entertainment complexes do we need? How many will be enough? Surely the community can come up with more attractions promoting the family tourism this lake was built on and have somewhat more of a balance before we drive away all the tourist with children and future retiree's . Is this really the Lake of the Ozarks that we want? Another large drinking/party facility? It was a huge embarrassment when the backwater Jacks covid video went national, that was our tourism video, very sad indeed!

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I read that there are not any records of calls of complaints about the music at Backwater Jacks. Well if there are not any, then there is something shady going on because I for one have called numerous times and I know my neighbors have also. There were instances I have called five time in one night because apparently the Prewitts are untouchable and do not have to abide by the shut off time for music. Gee, wonder what would happen if I turned up my stereo and let it play until 11-11:30 at night with neighbors calling in complaints. I am pretty sure it wouldn't be allowed to continue, yet we all call and complain and nothing is ever done about it. The music is never stopped. We got the picture loud and clear! currently the music just keeps getting louder and played until way past the shut down time to comply with city ordinances. They do what they want, they have made it clear they have no concern for the very community they are in the middle of.

Come to my house on a night when they are playing music and you will see the trees are not a buffer of any kind. My children now stay up until the bar closes, no choice there! I'm quite sure all those young children and working class people living in the apartments across from the amphitheater won't mind staying up half the night.

The traffic report they submitted is a joke, anyone can clearly see that. How about doing a report on last Memorial Day, wonder how different that would look? Has everybody forgotten that this is the middle of Osage Beach? That there is a fire department right down the street? When resulting traffic from these concerts is happening, do the residents along Bluff Drive and Sunset Drive just make plans to stay home. My kids are involved in extra curricular activities in school that sometimes take place on the weekends; does that have to end because it will take two hours to drive to the end of our street?

I hope that everybody who has a vote, very seriously listens to our voice of opposition, and realizes the repercussions this amphitheater could have on a lot of people in our community and our community as a whole.

Respectfully Yours,  
Randy and Amy Supulver

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## **Pam Campbell**

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**Subject:** FW: Planning Commission - June 9 meeting  
**Attachments:** Osage Beach Zoning.docx

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**From:** Jennifer White <jenniferleewhite@yahoo.com>  
**Sent:** Monday, June 8, 2020 4:04 PM  
**To:** Tara Berreth <tberreth@osagebeach.org>  
**Subject:** Planning Commission - June 9 meeting

Good afternoon,

I would like to submit the attached comments related to the agenda for the June 9 Planning Commission Meeting.

My primary question I would like to pose to the Commission:

How can this proposal be properly considered without a decibel test on current volume levels (Backwater Jack's weekend music entertainment), statement of regulatory authority for enforcement of the decibel limits, and a consistent process to determine that future volume levels will not exceed the limits set by:

Osage Beach City Municipal Code Section § 220.020. Noises Prohibited Generally AND

Osage Beach Zoning Regulation 405.300, pertaining to E3 Zones

Thank you.

Jennifer White

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June 8, 2020

Attn: Osage Beach Planning Commission  
City Hall  
1000 City Parkway  
Osage Beach, MO 65065

We are writing to you today regarding the proposed amphitheater in Osage Beach, submitted to the Planning Commission by applicant Arapaho, LLC, Case Number #403 and resubmitted as Case Number #406.

To the general public, the thought of an amphitheater in Osage Beach is a wonderful idea, and will bring fun new entertainment options to the heart of Osage Beach. The city council is probably excited about the increased revenue and taxes it anticipates receiving. What most people aren't thinking of is the impact on the immediate surrounding residential area.

In January, the planning and zoning meeting topic was not announced in advance. Signs should have been posted in the affected neighborhoods to advise of the upcoming zoning meeting and proposed changes. Notices should have been posted in the local area newspapers. Fliers should have been sent via US Postal Service to individuals in the surrounding zip codes. With the level of secrecy in which this topic presented itself to the zoning commission, it definitely feels like certain individuals were trying to sneak something by the community.

The property owner, Mr. Pruitt seems to think that because he owns the majority of the surrounding property, there will not be any issues or objections. What he has not considered, and hopefully the zoning commission does their due diligence to consider, is the impact on the surrounding community if this amphitheater project is approved. Mr. Pruitt already has an outdoor concert area at Lazy Gators. In building that facility, he disrupted that entire neighborhood.

In the past several years, Backwater Jacks has expanded several times. First, they expanded the indoor dining area, and then the outdoor dining area. In their biggest expansion (2017), they added the swimming pool, additional dining areas, sushi restaurant, moved the stage, and added more boat docks to the back of the cove. With each expansion, there have been no improvements to Beach Dr. despite the added traffic.

Beach Dr. is a narrow two-lane road. A standard passenger vehicle has to almost take the ditch to allow a delivery truck to pass by in the opposite direction. Since the Backwater Jack's pool expansion, the road and parking lot cannot handle a normal summer weekend, and during holiday weekends people are parking on both sides of Beach Dr, often blocking the main road. If it's already this bad, can you imagine what the increased traffic of an amphitheater will bring?

The original application to the zoning commission included a "Traffic Impact Statement" which only noted impacts to Sunset Drive and Bluff Drive. Neither of these roads has been impacted by the Backwater Jack's expansions. The recent "Traffic Impact Assessment" was completed in February 2020, despite the fact that Backwater Jack's was not even open for business at that time. There is a drastic difference in traffic during peak season (April through September), none of which is reflected in either of the submitted traffic surveys.

In a recent article regarding the proposed amphitheater it is stated "The amphitheater would be constructed at the back of the cove, with a parking lot for 300 vehicles on Sunset Dr." Just doing the simple math... A 2000 seat amphitheater, and 300 capacity parking lot, would require a minimum of 6.6 people per vehicle. Many people may decide to carpool, but typical concert goers would be arriving in groups of 2 or 4. Where will the overflow vehicles park? Do they actually expect that the additional 200 (estimated) parking spaces at Backwater Jack's will be used only for concert attendees? Will the concerts only take place on a week night, in order to not interfere with the already at-capacity parking lot at Backwater Jack's during the weekends? The stated intention is that the traffic will be routed to Sunset Dr.; however, most people who are familiar with Backwater Jack's current location will still use Beach Dr. to access as they will likely be eating and drinking there before or after the concert event.

In our current residence, we can already hear the bands on Friday/Saturday night, what will that be like in comparison to a full-blown amphitheater? Backwater Jack's has no regard for the current regulations regarding the noise ordinance. We have called the police when the band was still playing well beyond 11 pm or even midnight, in complete disregard to the noise ordinance. On July 26, 2019 specifically, the police were called to file a noise complaint regarding the band continuing to play well past 11 pm; upon arrival, we were told "it's not that loud" - clearly indicating the police are in Pruitt's pocket if they are unwilling to complete a decibel test as indicated within city ordinances. Is any one man or business considered above the law?

Per Osage Beach City Municipal Code Section § 220.020. Noises Prohibited Generally.

*It shall be unlawful for any person to make, continue or allow to be made or continued any noise that can be heard within the limits of this City, which when measured from a distance of fifty (50) feet or more that exceeds eighty (80) decibels on an A-weighted scale during the hours of 7:01 A.M. to 10:00 P.M. or that measures seventy (70) decibels during the hours of 10:01 P.M. to 7:00 A.M.*

The current band set up is 6-8 large speakers, and projects sound a great distance throughout our neighborhood. I can only imagine the increased volume of an amphitheater's full velocity sound system. Furthermore, which code or regulation applies to such an entertainment location? The zoning application indicates a re-zoning from C-1B (Commercial Lodging) to C-1 (General Commercial), with an E3 Entertainment Overlay Zone.

Per the Osage Beach Zoning Regulation 405.300, pertaining to E3 Zones:

**Noise.**

*2. Instrumentation. Instrumentation used in making sound level measurements shall meet the following requirements as specified in Section 220.040 of Chapter 220.*

*3. Maximum permissible sound levels by receiving land use.*

*a. Maximum sustained sound. No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the table below:*

#### **SOUND LEVELS BY RECEIVING LAND USE**

| <b>Receiving Land Use Category</b>        | <b>Time</b>            | <b>Sound Level Limit<br/>(DBA)</b> |
|-------------------------------------------|------------------------|------------------------------------|
| Residential                               | 7:00 A.M. — 10:00 P.M. | 60                                 |
|                                           | 10:00 P.M. — 7:00 A.M. | 55                                 |
| Commercial                                | 7:00 A.M. — 10:00 P.M. | 65                                 |
|                                           | 10:00 P.M. — 7:00 A.M. | 60                                 |
| Manufacturing, Industrial or Agricultural | At all times           | 75                                 |

In published articles, Mr. Pruitt has stated the intention to use trees and foliage to absorb the sound, but many construction vehicles have been on the property, cutting down a large number of trees in the past several months. If this proposal truly needs council approval, how is it that Mr. Pruitt already has permission to begin the construction process?? What building or construction laws apply to this situation?

When the property was previously rezoned from A-1 to C-1B (in September 2017) there were no attempts made to utilize the property for “commercial lodging.” The only improvements were to add additional boat parking docks to the area across from Backwater Jack’s, near Sunset Beach Resort. It seems like the prior rezoning was merely subterfuge to ease into the eventual rezoning request to C-1. Will the house at 4303 Beach Dr. be permitted to stay as a single residence, even though it will be on C-1 property (if this rezoning permit occurs)? Based on my understanding of C-1 zoning, single family residences are not permitted.

In a recently published article, an editorial commented that this project would strengthen Osage Beach, and highlighted the closures of Ace Hardware and Wood's Supermarket (businesses west of the Grand Glaize Bridge). Adding more business to the already saturated east side of Osage Beach will do nothing to reinvigorate the west side of Osage Beach. If bringing business to Osage Beach West is the desire, there are a number of empty properties in that part of town where neighbors will not be an issue. Perhaps there is a more suitable location for this proposal.

Please do not misunderstand the intention of this letter, we greatly enjoy Backwater Jack’s in its current state for dinner, listening to music with friends, and hanging out in the pool during the summer. We do not want to be singled out for this message, and potentially banned from dining at Backwater Jack’s. We have a house where the proposed amphitheater will be facing, and believe this will create excess noise, traffic, and overall is a bad idea for our community.

We simply ask that the Osage Beach Planning and Zoning Commission fully consider what is truly right for this residential community.

Marc & Jennifer White

## **Tara Berreth**

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**From:** April M <aprilgibbsmilne@gmail.com>  
**Sent:** Monday, June 8, 2020 8:46 AM  
**To:** Tara Berreth  
**Subject:** Planning Commission Meeting 6/9

I would like to submit a question and comment regarding the application for zoning change by Backwater Jack's. We will also be attending the meeting on Tuesday via Zoom.

How can this proposal be properly evaluated with data from a traffic study that was conducted during the off-season? According to the report, the numbers were collected on Thursday, February 13th, on Presidents' Day - Monday, February 17th and on Friday, March 6. Backwater Jack's was not even open for business during these times. Traffic counts provided in this report would not accurately reflect significantly higher in-season levels that include second home owners, vacation rentals, and other weekend/seasonal visitors.

If the Planning Commission intends to provide reasonable due diligence in evaluating the anticipated impacts of this project before making a recommendation to the Board, it should require that traffic counts be taken during a typical day/evening when the applicant plans to hold concerts. A count should also be taken on one of the major holiday weekends in order to determine the highest current demand on the roadways.

Thank you,

Chris and April Milne  
4440 Beach Dr.

## **Tara Berreth**

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**From:** tsfaltus@aol.com  
**Sent:** Saturday, June 6, 2020 8:00 PM  
**To:** Tara Berreth  
**Cc:** susandaly63@gmail.com  
**Subject:** Rezoning at Backwater Jacks

To Whom it may Concern:

I am the property owner at 4598 Sunset Road, the very last house on the left at the end of the road. Considering the current amount of traffic, noise, and the behavior of its patrons, the idea of granting a zoning variance to build an amphitheater at Backwater Jacks is ridiculous in and of itself.

But even more importantly, the idea of using Sunset Drive for egress from this venue creates a serious safety hazard. It is the responsibility of Osage Beach to provide unobstructed fire and ambulance service to its residents and the traffic created by an amphitheater would absolutely impact this. I have a heart condition and have had heart surgery, and you can be sure I will hold the city responsible if an ambulance is unable to reach me because of amphitheater traffic.

It's time for the city to act in the best interest of the majority of those affected by this project, not just those who will profit from it.

Sincerely,  
Tim Faltus



## **Tara Berreth**

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**From:** Patrick Cantwell <patrick.cantwell@henkel.com>  
**Sent:** Sunday, June 7, 2020 8:42 AM  
**To:** Tara Berreth  
**Subject:** Amphitheater project traffic

Hello,

I am an Osage Beach resident and live on Sunset Dr. I would like to officially state that I am totally against this project and the increased traffic it will inherently bring to Sunset Dr. The traffic must be moved off of Sunset Dr.

If the city of Osage Beach condones the resulting traffic on this family street it will be held accountable. When stalled Police/Fire response times result in property or personal damage the city will be liable.

Pat Cantwell  
214-674-8486

## Pam Campbell

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**From:** Tara Berreth  
**Sent:** Tuesday, June 9, 2020 7:01 AM  
**To:** Pam Campbell  
**Subject:** Fwd: Rezoning Request #406 Comments for Planning Meeting June 9, 2020

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**From:** Mike Blaine <mjblainelk4504@gmail.com>  
**Sent:** Monday, June 8, 2020 7:35:37 PM  
**To:** Tara Berreth <tberreth@osagebeach.org>  
**Subject:** Rezoning Request #406 Comments for Planning Meeting June 9, 2020

Planning Commision Members,

I have several concerns with this request, and believe your decision on whether to let this request go forward or not will have an impact on the City as to whether Osage Beach will be considered a party destination (with approval), or hopefully (without approval) and innovative thinking, become a family vacation destination we can all be proud of.

As I look through how we got to where we are today in regards to the BackWater Jacks properties, I wonder does anybody look at what they were told to get approval of other zoning requests and what actually happened?

Rezoning Request #393

- No new boat docks would be allowed. Yet there are new docks marked for Backwater Jacks customers only
- In the meeting minutes Planner Patterson reminded Tony Kirn the the facility wasn't lakefront and wouldn't require more docking facilities
- I also wonder who if anybody looked into packing, based on what I've seen on busy weekends there isn't enough
- You were also led to believe that a more family affiliated facility was to be created based on Cary Pattersons report. Don't believe that's what you got.

Rezoning Request #399

- So far you got nothing that was proposed except additional docks with no vacation rental homes to use them and a lot of stripped ground for a parking lot that has not gotten your approval
- And lets not forget that Cary Patterson reminded all of you at this meeting that there would be additional rezoning request coming and basically don't talk about it. I would have thought that the Planning Commision would want to be open with the public and gather their input to get a feel for what the community would like to see. Any chance this was in reference to Request #406. Would anyone like to fill us in on what's coming next, or does the public not have the right to know.

Concerns over the new Rezoning Request #406

- One thing that seems to be a push factor for getting, rezoning request through you are told of the great financial impact it will have on the community and business as a whole. When I look at the Sales Tax revenue for the city as the Lakefront Party Centers expand, I'm not seeing much if any growth in tax revenue, based on city budget reports. As I drive around town, I do see a lot of closed business.
- By letting Lakefront Party Centers expand especially into residential areas, are we risking driving full time residents out of the city which in turn will impact more of the offlake business which probably need year round customers to survive.
- Other impacts of losing full time residents, loss in revenue for water and sewer fees if homes become rental properties. Possible loss of the local Hospital if full time residents move away. I can go on and on here about the impact of losing full time residents.

Is it time to say the Lakefront Party Centers are not the avenue to better prosperity. Should we be looking instead to inviting new business into the community that provide year round, full time employment and can draw new full time residents to the city, that's true growth.

Thanks,

Mike Blaine

4504 Sunset Drive

Osage Beach, MO 65065

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**Pam Campbell**

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**Subject:**

FW: Sunset Drive/Backwater Jacks Zoning Meeting

-----Original Message-----

From: Amy supulver <supulver2@yahoo.com>

Sent: Tuesday, June 9, 2020 8:38 AM

To: Tara Berreth <tberreth@osagebeach.org>

Subject: Sunset Drive/Backwater Jacks Zoning Meeting

To whom it may concern,

As a full time resident that lives on Sunset Drive I have to voice my concerns over the amphitheater that backwater Jacks is attempting to put in.

I have a son with a disability, what happens if and when I need to call an ambulance? What if somebody down Sunset Drive has any kind of medical emergency or in need of a fire truck? Will we be guaranteed all emergency vehicles will be able to get down our road without any time hindrances whatsoever during these concert times? Or is there a chance that we will possibly watch our houses burn down or our loved ones bleed out, because there is a money making concert going on that takes precedence over our safety?

How is it even a possibility to close off a two way residential street with backed up traffic for a concert. We are a residential district. We all purchased our homes in a residential district, not a commercial district. It appalls me that there is ZERO concern for all the children that play outside at the apartments, most of the time very close to the street. I guess since this is a lower income housing alternative to what I am sure the Prewitts live in, they don't count! I can't help but wonder what social media would think of the Lake of the Ozarks, knowing there is so little regard for innocent children with no where else to play but outside of their apartments and a bunch of people, strangers, possibly drunk, are allowed to put these kids in danger every time there is a concert. Lets just hope and pray that one of these children are not struck by a vehicle or abducted by some concert goer. I guess it always come down to who is privileged and who is not!

I am saddened by what Osage Beach is turning into; a hedonistic party place that no longer promotes families or their values. I moved to the lake 33 years ago. It was a beautiful place where people retired to and families raised their children. Now it has progressed to nothing but promoting a giant fraternity type atmosphere. How many more entertainment complexes do we need? How many will be enough? Surely the community can come up with more attractions promoting the family tourism this lake was built on and have somewhat more of a balance before we drive away all the tourist with children and future retiree's . Is this really the Lake of the Ozarks that we want? Another large drinking/party facility? It was a huge embarrassment when the backwater Jacks covid video went national, that was our tourism video, very sad indeed!

I do understand that the amphitheater will provide more revenue but at what cost? It is a total disregard to all the full time tax paying residents in Osage Beach that do not want this built. I not only pay property taxes but I along with everyone else also shop all year long, am involved in the community and am raising a next generation of taxpaying citizens who may choose to live and raise their family in Osage Beach. The noise and traffic level of this endeavor will impact many locals.

I read that there are not any records of calls of complaints about the music at Backwater Jacks. Well if there are not any, then there is something shady going on because I for one have called numerous times and I know my neighbors have also. There were instances I have called five time in one night because apparently the Prewitts are untouchable and do not have to abide by the shut off time for music. Gee, wonder what would happen if I turned up my stereo and let it play until 11-11:30 at night with neighbors calling in complaints. I am pretty sure it wouldn't be allowed to continue, yet we all call and complain and nothing is ever done about it. The music is never stopped. We got the picture loud and clear! currently the music just keeps getting louder and played until way past the shut down time to comply with city ordinances. They do what they want, they have made it clear they have no concern for the very community they are in the middle of.

Come to my house on a night when they are playing music and you will see the trees are not a buffer of any kind. My children now stay up until the bar closes, no choice there! I'm quite sure all those young children and working class people living in the apartments across from the amphitheater won't mind staying up half the night.

The traffic report they submitted is a joke, anyone can clearly see that. How about doing a report on last Memorial Day, wonder how different that would look? Has everybody forgotten that this is the middle of Osage Beach? That there is a fire department right down the street? When resulting traffic from these concerts is happening, do the residents along Bluff Drive and Sunset Drive just make plans to stay home. My kids are involved in extra curricular activities in school that sometimes take place on the weekends; does that have to end because it will take two hours to drive to the end of our street?

I hope that everybody who has a vote, very seriously listens to our voice of opposition, and realizes the repercussions this amphitheater could have on a lot of people in our community and our community as a whole.

Respectfully Yours,  
Randy and Amy Supulver

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## **Pam Campbell**

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**From:** Tara Berreth  
**Sent:** Tuesday, June 9, 2020 7:01 AM  
**To:** Pam Campbell  
**Subject:** Fwd: Backwater Jacks Expansion

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**From:** Paul Wettstein <paul.wettstein@pigsrus.net>  
**Sent:** Monday, June 8, 2020 8:23:08 PM  
**To:** Tara Berreth <tberreth@osagebeach.org>  
**Subject:** Backwater Jacks Expansion

To whom it may concern,

My name is Paul Wettstein and I own the house at 4539 Sunset drive. I want the planning board to know that I completely oppose the driveway to back water jacks off of sunset drive. I understand this driveway will be used to access a parking lot used for the 2000 person amphitheater. I am greatly concerned about the traffic during one of these events and how it will impact the many residents on sunset drive. For example if a fire or rescue is needed at the end of sunset and cannot get past the traffic. The city and BWJ will be held liable for this traffic resulting in excessive damage to property or a delay in assistance to a resident.

Also I find it interesting that the owner of BWJ has already built the road acting as though it will be approved.

I think a much better access point point would be to use the current road to BWJ.

Thanks

Paul Wettstein

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## Pam Campbell

---

**From:** Tara Berreth  
**Sent:** Tuesday, June 9, 2020 7:01 AM  
**To:** Pam Campbell  
**Subject:** Fwd: planning & zoning meeting 6-9-2020 rezoning case 406 Arapaho comments to the commission

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**From:** daryl weatherman <daryl原因@hotmail.com>  
**Sent:** Monday, June 8, 2020 8:29:38 PM  
**To:** Tara Berreth <tberreth@osagebeach.org>  
**Subject:** Fw: planning & zoning meeting 6-9-2020 rezoning case 406 Arapaho comments to the commission

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**From:** daryl weatherman  
**Sent:** Monday, June 8, 2020 8:17 PM  
**To:** tberreth@osagebeach.org <tberreth@osagebeach.org>  
**Subject:** planning & zoning meeting 6-9-2020 rezoning case 406 Arapaho comments to the commission

the rezoning from A-1 to C-1 b 9-17 was not none LEGAL . none of the near by property owners ( sunset villas owners # 4333 don sable & # 4331 stella gillen ) kyclayker development , daryl weatherman ,david & Kerrie townsend , jim unger ,brian mock , and many many others was not notified by registered mail.

yes , I have been told by mayor john olivarri that it was because of a 185 feet buffer a-1 agriculture !! that is not legal by any means ! its not plated in Camdenton county , and when you build a commercial road in the middle of a 185 feet buffer is that what john olivarri calls a buffer ? and piles of trees stacked in a mess . lets be clear here a buffer is woods that you call agriculture area . you the board members have to live with what you pass , or what Patterson talks you all into doing . by any means you all know it was not none legal PERIOD. ALL LAND OWNERS

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Patrick and Susan Daly  
4512 Sunset Drive  
Osage Beach, MO 65301

To the City of Osage Beach Planning and Zoning Commission  
Mayor John Olivarri  
Susan Ebling (Ward I) - CHAIRMAN  
Nancy Viselli (Ward II) - Secretary  
Alderman Richard Ross (Ward III)  
Don Sturn (Ward I)  
Don Chisholm (Ward II)  
Michelle Myler (Ward II)  
Tony Kirn (Ward II)  
Alan Blair (Ward II)  
Kellie Schuman (Ward III)

Dear Commission Members:

We have watched the developments of the Arapahoe LLC rezoning request with great interest.

We attended the January 2020 meeting and listened to Mr. Patterson's presentation. We also presented what we and many other cover residents consider significant concerns with the project. Unfortunately, we and the majority of the neighbors on Sunset Drive came away with the impression that the issue was supposed to be an open and shut case.

The following remain concerns:

1. A traffic study dated March 6, 2020 is included in the packet for the next Commission Meeting. The author(s) appear to lend some form of approval for bringing the traffic in via Sunset Drive. As you surely understand relying on a traffic study from February in Osage Beach at the beginning of a global pandemic seems like a poor decision. So my question is if the City of Osage Beach accepts this traffic assessment based on this Commission's recommendation and there is an increase in emergency response time to a household on Sunset Drive due to the extreme traffic congestion and the lack of any place to clear the road for an emergency vehicle, will the City of Osage Beach have liability especially when there were alternatives to the planned entrance? This could equally apply to the residents elsewhere in Osage Beach as traffic from 2000 attendees and the employees of the amphitheater and band will ultimately backup onto Bluff and hamper emergency vehicle access to use the stretch of Bluff Drive between the Parkway and Sunset Drive.
2. Arapahoe reportedly plans to use the trees as a buffer for sound deadening and to play only when the trees have leaves for that reason. It is also my understanding that of the twelve planned events, four will be in the spring, four will be in the summer, and four will be in the fall. My questions are, who will police this and has a noise study been conducted with and without leaves as was discussed in the last meeting?
3. Both Mr. Prewitts boast that they are currently "grandfathered" in with respect to Backwater Jack's existing outdoor stage and therefore do not have to shut down at any time. My question is at what time will they be required to shut down the amphitheater and who will police this? As you heard at the last meeting Backwater Jack's has been at best an inconsiderate neighbor and at worst a lawbreaker based on the decibel levels in the cove. While both Mr Prewitts further boast that they have never received a citation



there have been plenty of complaints. This is clearly a failure of the enforcement arm of the City which reeks of favoritism toward revenue generation regardless of impact on the citizens of Osage Beach.. With the addition of an amphitheater with national acts whose products are the music and whose contracts require their control of the decibel levels how can the City legitimately promise the property owners in this and surrounding coves that noise ordinances will be observed and enforced?

4. With the addition of an amphitheater in a residential cove, one could claim that the noise will be magically deflected away by the angle of the stage or by some sort of farcical sound deflecting fence which does not affect the view of the lake. However, without a sound study with all sound deadening measures in place one must could just as easily point out the painfully obvious that every boat on the lake will be rafting in the cove for a free concert Aquapalooza style, This would clearly trample the rights of those homeowners in the cove. My question is how does the City Planner suggest that the rights of cove residents be protected?
5. The Osage Beach Citizen Advisory Committee was established to provide for the sharing of information from the residents of Osage Beach on matters of public concern and to assist the City in fulfilling its mission statement. The committee may research, review, and provide recommendations on specific topics or issues as requested by the Mayor, Board of Aldermen majority, or the City Administrator. My question is has this group been consulted by Mayor Olivarri?
6. Has an economic impact study been done and if so where can it be found? If the revenue is as high as the City Planner suggests my question is why has the city not considered creating a suitable entrance of Beach?
7. Why weren't the letters received prior to the last meeting made part of the meeting records?
8. Why will this meeting be restricted attendance if Camden County has lifted those restrictions.
9. If RE/MaX Lake of the Ozarks has conducted any business with Arapahoe or anyone associated with it, should Susan Ebling recuse herself from any recommendation?

I sincerely hope that you remain vigilant in your responsibility as commissioners to serve the entire population of Osage Beach and not a sole interest regardless of the revenue that might be generated by any single project. While everyone understands the importance of tax revenue, great cities create it in a planned manner where all citizens are consulted about how and if they want their city to grow. While some residents have expressed support for this project, I promise you that it is not in their back yard. Very few home owners in the cove support this. Those that do hold a misguided belief that this is going to increase their property value. If this was in any of your backyards, you would not support this.

To date this process has been superficial and perhaps criminal as the project has progressed steadily despite a lack of zoning approval and following the despicable sales pitch provided by Mr. Patterson. As the elected and appointed officials responsible for a recommendation to the City's Aldermen you will be remiss in your obligation to the citizens of Osage Beach if you don't demand a great deal more from your City Planner than to jump at any revenue that comes along, citizens be damned.

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cochran Engineering  
**Presenter:** Cochran Engineering  
**Date Submitted:** September 22, 2020

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**Agenda Item:**

Bill 20-59 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute construction contract OB20-013 Lift Station Rehabilitation and Force Main Improvements with RC Contracting, LLC, in an amount not to exceed \$119,000.00.  
*Second Reading*

**Requested Action:**

Second Reading of Bill #20-59

**Ordinance Referenced for Action:**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:**

None

**Budgeted Item:**

Yes

**Budget Line Item/Title: Lift Station Improvements 35-00-773114**

|                                         |              |
|-----------------------------------------|--------------|
| <b>FY20 Budgeted Amount:</b>            | \$100,000    |
| <b>Expenditures to Date (08/21/20):</b> | (\$ 42,590 ) |
| <b>Available:</b>                       | \$ 57,410    |
| <b>Requested Amount:</b>                | \$119,000    |

**Department Comments and Recommendation:**

This project is to add a lift station valve vault to improve operations at Stone Ledge Condos, and rehab lift station 27-4 and lift station 62-2. The pumps and plumbing for the lift stations were purchased by the City in 2019 and will be installed by the Contractor awarded this project.

We opened bids on September 3, 2020. There were six bidders. The bid was broken into three sections, Base Bid, Alternate 1 and Alternate 2. The bid items were listed in priority. The low bidder for the Base Bid plus Alternate 1 and Alternate 2 was RC Contracting, LLC with a bid amount of \$119,000.00.

We have not done work with RC Contracting, LLC in the past. We contacted references and all of the references were good.

**City Attorney Comments:**

Per City Code 110.230, Bill 20-59 is in correct form.

**City Administrator Comments:**

The first reading was read and passed by the Board of Aldermen on September 17, 2020.

I concur with the department's recommendation.

Lift Stations Improvements will be over budget but funds are reserved for these types of projects. The balance of our unrestricted sewer fund is nearly \$1.4 million; other uses of unbudgeted sewer projects/purchased noted in previous meetings to date for these funds are accounted for in this balance. The expenditures to date, noted above, represent emergency repairs recently completed.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONSTRUCTION CONTRACT OB20-013 LIFT STATION REHABILITATION AND FORCE MAIN IMPROVMENTS WITH RC CONTRACTING, LLC, IN THE AMOUNT NOT TO EXCEED \$119,000.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract OB20-013 Lift Station Rehabilitation and Force Main Improvements with RC Contracting, LLC, fundamentally and substantially the same as under the terms set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Nineteen Thousand Dollars (\$119,000.00)

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: September 17, 2020

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.59 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.29.

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Olivarri, Mayor

ATTEST:

\_\_\_\_\_  
Tara Berreth, City Clerk

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **RC Contracting, LLC** a Limited Liability Company of Rocky Mount, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

**LIFT STATION REHABILITATION & FORCE MAIN IMPROVEMENTS**

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One hundred nineteen thousand dollars and zero cents (\$119,000.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Forty-five (45) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

\_\_\_\_\_  
Owner, Party of the First Part

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name and Title

(SEAL)

\*\*\*\*\*

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
Contractor, Party of the Second Part

By \_\_\_\_\_  
Name and Title

IF A CORPORATION

ATTEST:

\_\_\_\_\_  
Contractor, Party of the Second Part

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Name and Title

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of  
RC Contracting, LLC and acknowledged to me that he executed said instrument in behalf of said Limited Liability  
Company and acknowledged to me that he executed the same for the purposes therein stated.

(SEAL)

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Within and For Said County and State

BID TABULATION  
Lift Station Rehabilitation & Force Main  
Osage Beach Project # OB20-013  
9/3/2020

| Bids                                       |                                               | Engineer Estimate |      | RC Contracting, LLC |                  | Travis Hodge Hauling, LLC |                  | Four Seasons Plumbing |                  | Smico Contracting |                  | Stockman Construction |                  | Heggemann, Inc. |                  |
|--------------------------------------------|-----------------------------------------------|-------------------|------|---------------------|------------------|---------------------------|------------------|-----------------------|------------------|-------------------|------------------|-----------------------|------------------|-----------------|------------------|
| Item No.                                   | Description                                   | Est. Quantity     | Unit | Unit Price          | Extension Figure | Unit Price                | Extension Figure | Unit Price            | Extension Figure | Unit Price        | Extension Figure | Unit Price            | Extension Figure | Unit Price      | Extension Figure |
| 1                                          | Stone Ledges Condo Force Main Improvements    | 1                 | LS   | \$30,000.00         | \$ 30,000.00     | \$42,000.00               | \$ 42,000.00     | \$36,000.00           | \$ 36,000.00     | \$26,930.00       | \$ 26,930.00     | \$44,565.00           | \$ 44,565.00     | \$32,500.00     | \$ 32,500.00     |
| Total Base Bid                             |                                               |                   |      |                     |                  |                           |                  |                       |                  |                   |                  |                       |                  |                 |                  |
| 2                                          | Alternate No. 1 - Station 27-4 Rehabilitation | 1                 | LS   | \$60,000.00         | \$ 60,000.00     | \$40,000.00               | \$ 40,000.00     | \$56,000.00           | \$ 56,000.00     | \$75,636.00       | \$ 75,636.00     | \$101,251.00          | \$ 101,251.00    | \$140,000.00    | \$ 140,000.00    |
| Total Alternate No. 1                      |                                               |                   |      |                     |                  |                           |                  |                       |                  |                   |                  |                       |                  |                 |                  |
| 3                                          | Alternate No. 2 - Station 62-2 Rehabilitation | 1                 | LS   | \$50,000.00         | \$ 50,000.00     | \$37,000.00               | \$ 37,000.00     | \$53,000.00           | \$ 53,000.00     | \$62,871.00       | \$ 62,871.00     | \$93,227.00           | \$ 93,227.00     | \$140,000.00    | \$ 140,000.00    |
| Total Alternate No. 2                      |                                               |                   |      |                     |                  |                           |                  |                       |                  |                   |                  |                       |                  |                 |                  |
| Total Base Bid + Alternate 1               |                                               |                   |      | \$ 90,000.00        |                  | \$ 82,000.00              |                  | \$ 92,000.00          |                  | \$ 102,566.00     |                  | \$ 145,816.00         |                  | \$ 172,500.00   |                  |
| Total Base Bid + Alternate 1 + Alternate 2 |                                               |                   |      | \$140,000.00        |                  | \$119,000.00              |                  | \$145,000.00          |                  | \$165,437.00      |                  | \$239,043.00          |                  | \$312,500.00    |                  |
| 4                                          | Unit Price Bid Items                          |                   |      |                     |                  |                           |                  |                       |                  |                   |                  |                       |                  |                 |                  |
|                                            | Exterior Polyurethane Pressure Grout          |                   | LF   | \$ 96.00            |                  | \$ 280.00                 |                  | \$ 2,300.00           |                  | \$ 16.60          |                  | \$ 309.00             |                  | \$ 15,000.00    | \$ 200.00        |
|                                            | Epoxy Coat Interior of Wet Well               |                   | SF   | \$ 48.00            |                  | \$ 50.00                  |                  | \$ 50.00              |                  | \$ 30.23          |                  | \$ 48.76              |                  | \$ 18,000.00    | \$ 100.00        |

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cary Patterson, City Planner  
**Presenter:** Cary Patterson, City Planner  
**Date Submitted:** September 21, 2020

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**Agenda Item:**

Public Hearing - Special Use Permit Case 408: Carol Ann Branson, request to build a residential addition on a property zoned C-1 (General Commercial).

**Requested Action:**

Public Hearing

**Ordinance Referenced for Action:**

Board of Aldermen shall hold a public hearing on each application for a Special Use Permit per Municipal Code Chapter 405 Zoning Regulations.

**Deadline for Action:**

No

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

A Public Hearing is required for all Special Use Permit cases. This is the hearing for SUP Case 408 as requested by Carol Ann Branson, to allow an addition onto a home that is located in a C-1 (General Commercial) zone.

This is an opportunity for the Mayor and the Board of Aldermen to hear comments or concerns from the applicant and the public pertaining to the proposed Special Use



Permit.

**City Attorney Comments:**

Not Applicable

**City Administrator Comments:**

Not Applicable

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cary Patterson, City Planner  
**Presenter:** Cary Patterson, City Planner  
**Date Submitted:** September 21, 2020

---

**Agenda Item:**

Motion to approve- Special Use Permit Case 408: Carol Ann Branson, request to build a residential addition on a property zoned C-1 (General Commercial).

**Requested Action:**

Motion to Approve

**Ordinance Referenced for Action:**

Board of Aldermen shall hold a public hearing on each application for a Special Use Permit per Municipal Code Chapter 405 Zoning Regulations.

**Deadline for Action:**

No

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

Board of Aldermen approval is required for all Special Use Permit cases. This is for SUP Case 408 as requested by Carol Ann Branson, to allow an addition onto a home that is located in a C-1 (General Commercial) zone.

Please see the attachments for all reports and illustrations pertaining to this request.

The Planning Commission reviewed this request at their meeting on September 8, 2020, and forward to the Board with a recommendation for approval.

**City Attorney Comments:**

Not Applicable

**City Administrator Comments:**

I concur with the department's recommendation.

**PLANNING DEPARTMENT  
REPORT TO  
PLANNING COMMISSION**

|       |                   |           |
|-------|-------------------|-----------|
| Date: | September 8, 2020 | Case: 408 |
|-------|-------------------|-----------|

**Applicant:** Carol Ann Branson

**Location:** 1144 Red Bud Road.

**Petition:** Sup to allow an addition to an existing dwelling in a commercial zone.

**Existing Use:** Single-family dwelling

**Zoning:** C-1 General Commercial

**Tract Size:** Approximately 4,100 square feet

**The Osage Beach Comprehensive Plan**  
**Designates this area as appropriate for:** High density residential

| <b><u>Rezoning History</u></b> | <b><u>Case #</u></b> | <b><u>Date</u></b> |
|--------------------------------|----------------------|--------------------|
| Citywide                       |                      | May 1984           |

**Utilities:** Water: **City** Electricity: **Ameren UE**  
Sewer: **City**

**Access:** Property has frontage on Red Bud Road

**Analysis:**

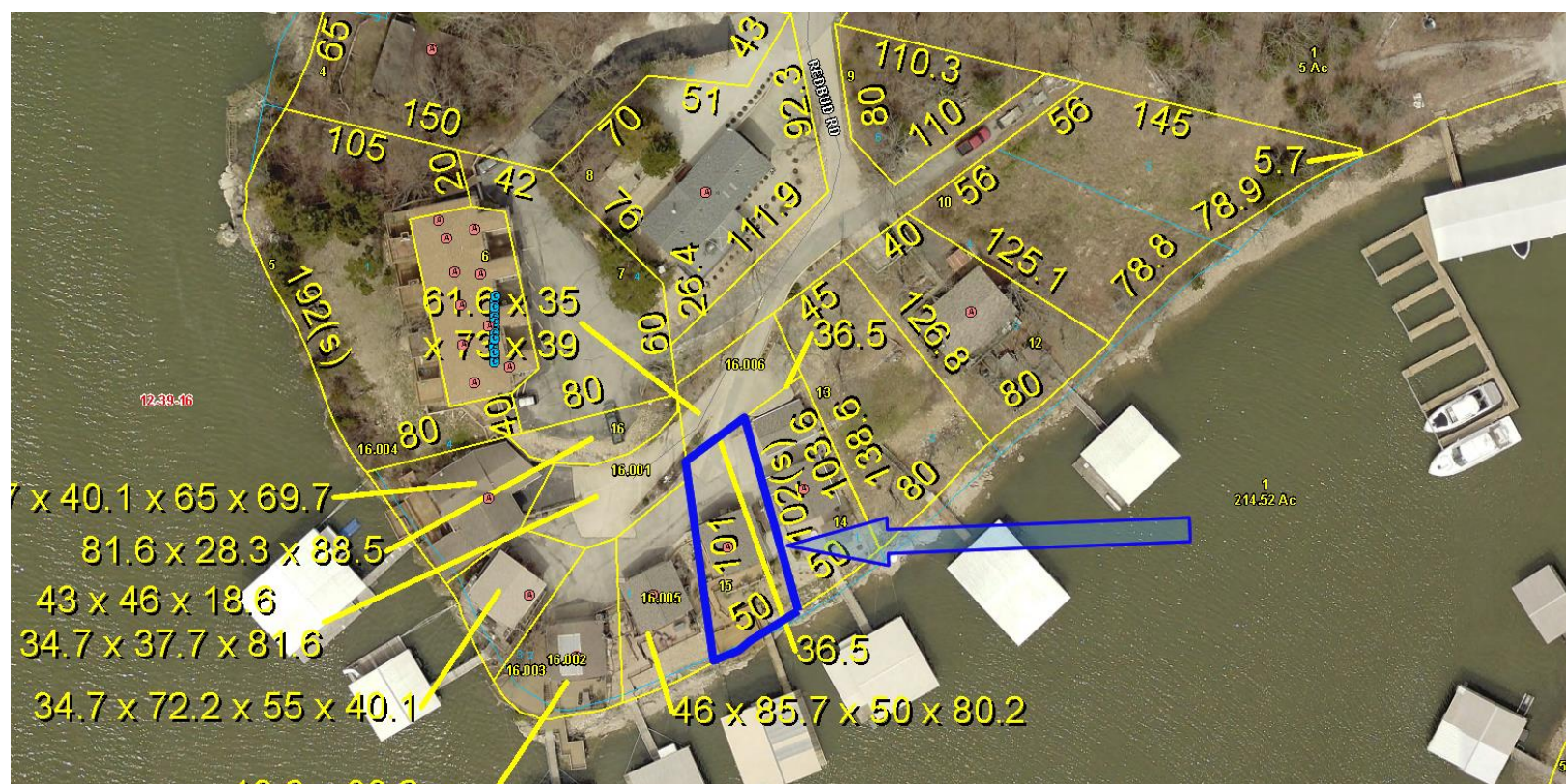
1. The applicant is the owner of the property in question. The lot is not a part of a platted subdivision and has an area of approximately 4,100 sq. ft.
2. The applicant wishes to build an addition on to the existing structure on the subject property. The request is for a 12' by 20' room addition that will be placed in the current location of the existing deck, which is to be removed, and a smaller wrap around deck to be constructed around the new room. The requested addition complies with setback requirements for the C-1 zone.

3. A Special Use Permit to construct a residential use in a commercial zone must now be reviewed by the Planning Commission and approved by the Board of Alderman prior to a building permit being issued.

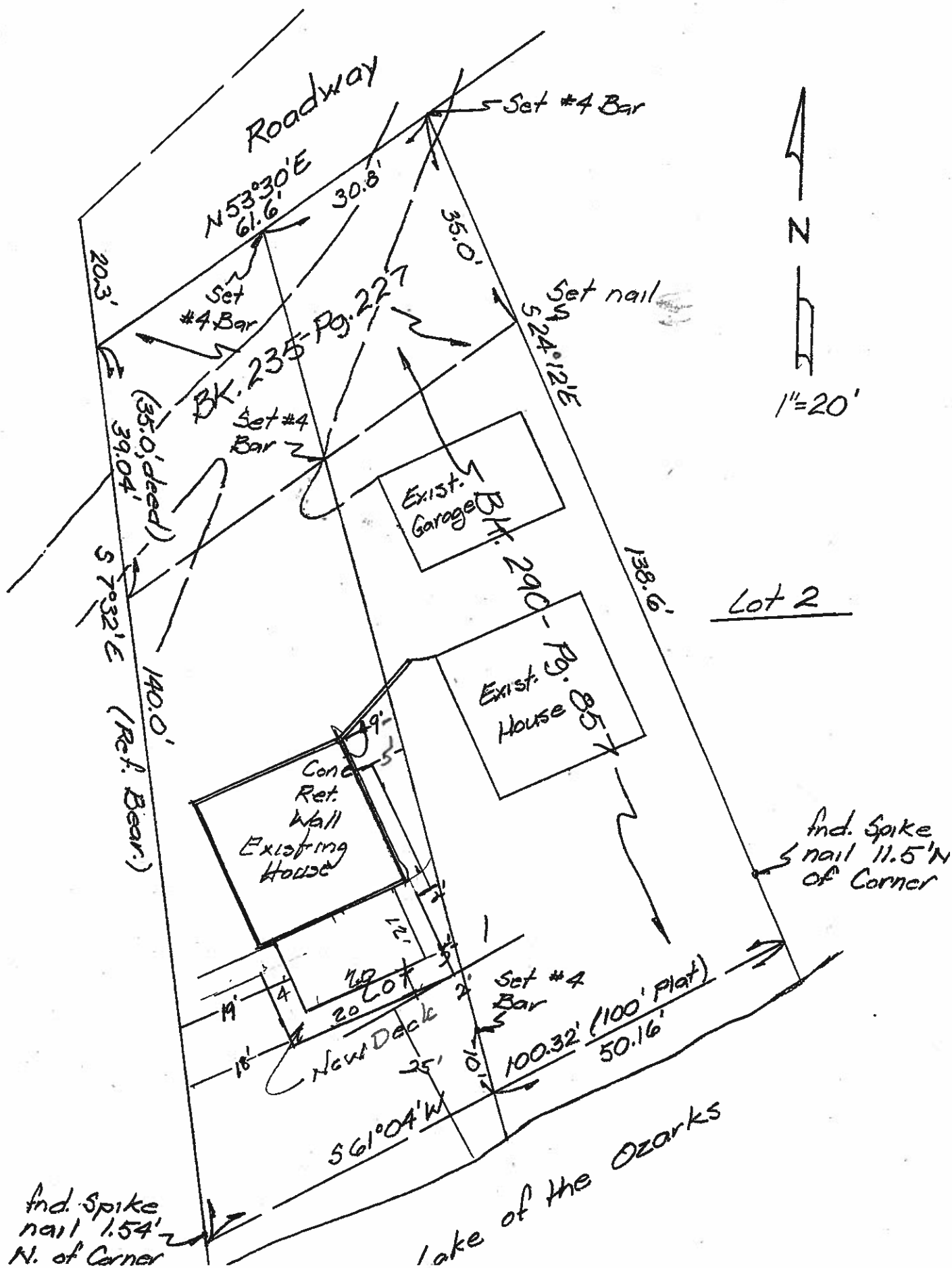
**Department Comments:**

As is seen in many of the commercially zoned areas, a mixture of uses and intensities has developed. This is not uncommon especially in areas with existing residential neighborhoods located in commercial zones. A fundamental function of zoning is to separate incompatible land uses. With increased demand for both commercial and residential properties in the city, land use intensities could increase with property sales and new development. Property owners need to be cognizant of this before further developing their land residentially or replacing nonconforming uses. This particular piece of property is located in a small subdivision that was subdivided and the homes constructed prior to the initial adoption of the Zoning Code. The fact that the original homes are still present and being used as single-family dwellings lends favorably to a request of this type. Fortunately, the code of ordinances provides us with the ability to approve a Special Use Permit for this request as opposed to requiring the property to be rezoned. **With this in mind, the Planning Department would recommend approval of this Special Use Permit with the following conditions:**

1. The structure must be built according to the submitted site plan.
2. Any expansion or significant change in the proposal shall require Board of Adjustment approval as well as an amendment to the SUP.
3. A building permit must be obtained for the addition and all other zoning codes be adhered to.



## SUP Case 408 Location Map







Date Received: \_\_\_\_\_  
Case #: \_\_\_\_\_

### REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Carol Ann Branson Phone: 636-236-51  
Address: 1144 Red Bud Road City: Osage Beach State: mo Zip: 65065  
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners: -O.- CAROL Ann Branson sole owner

2. Name of landowner's representative, if different from above: None Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. All correspondence relative to this application should be directed to whom? 7  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):  
Address: 1144 Red Bud Rd City: Osage Beach State: mo Zip: 65065

5. Do you have a specific use proposed for this property? home only ☐ Yes ☒ No  
Explain all uses: \_\_\_\_\_

6. Area of property in square feet or acres: \_\_\_\_\_

7. Current zoning classification: \_\_\_\_\_

8. Sources of utilities: Water: City Gas: No  
Sewer: City Electric: Ameren

9. Proposed zoning classification: \_\_\_\_\_

10. How long have you owned this property? 24 years

11. Current use of property (describe all improvements): Home

12. Current use of all property adjacent to subject property:  
North: None  
South: None East: None West: None



13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

ALL PROPERTIES IN THIS AREA ARE ZONED COMMERCIAL

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number. . .

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning. None

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any? NO

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

### Notary Information

State of Missouri }  
County of Camden } ss

I, Carol Ann Branson, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Carol Ann Branson  
Signature Owner/Applicant:

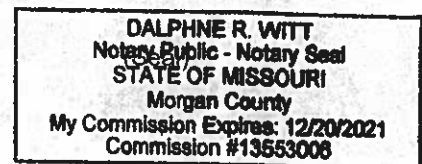
8/4/20  
Date:

Subscribed and sworn to before me on this 4<sup>th</sup> day of August, 2020.

Dalphine R. Witt  
Notary Public:

12/20/21  
My Commission Expires:

Person Accepting this Application:



**\*\*Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail \*\***

CITY OF OSAGE BEACH  
PLANNING DEPARTMENT  
1000 CITY PARKWAY  
OSAGE BEACH, MO 65065  
573-302-2000 Phone – 573-302-0528 FAX

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cary Patterson, City Planner  
**Presenter:** Cary Patterson, City Planner  
**Date Submitted:** September 21, 2020

---

**Agenda Item:**

Public Hearing - Special Use Permit Case 409: Robert Gresham, request to build a residential addition on a property zoned C-1 (General Commercial).

**Requested Action:**

Public Hearing

**Ordinance Referenced for Action:**

Board of Aldermen shall hold a public hearing on each application for a Special Use Permit per Municipal Code Chapter 405 Zoning Regulations.

**Deadline for Action:**

No

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

A Public Hearing is required for all Special Use Permit cases. This is the hearing for SUP Case 409 as requested by Robert Gresham, to allow an addition onto a home that is located in a C-1 (General Commercial) zone.

This is an opportunity for the Mayor and the Board of Aldermen to hear comments or concerns from the applicant and the public pertaining to the proposed Special Use

Permit.

**City Attorney Comments:**

Not Applicable

**City Administrator Comments:**

Not Applicable

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Cary Patterson, City Planner  
**Presenter:** Cary Patterson, City Planner  
**Date Submitted:** September 21, 2020

---

**Agenda Item:**

Motion to approve- Special Use Permit Case 409: Robert Gresham, request to build a residential addition on a property zoned C-1 (General Commercial).

**Requested Action:**

Motion to Approve

**Ordinance Referenced for Action:**

Board of Aldermen shall hold a public hearing on each application for a Special Use Permit per Municipal Code Chapter 405 Zoning Regulations.

**Deadline for Action:**

No

**Budgeted Item:**

Not Applicable

**Department Comments and Recommendation:**

Board of Aldermen approval is required for all Special Use Permit cases. This is for SUP Case 409 as requested by Robert Gresham, to allow an addition onto a home that is located in a C-1 (General Commercial) zone.

Please see the attachments for all reports and illustrations pertaining to this request.

The Planning Commission reviewed this request at their meeting on September 8, 2020, and forward to the Board with a recommendation for approval.

**City Attorney Comments:**

Not Applicable

**City Administrator Comments:**

I concur with the department's recommendation.

**PLANNING DEPARTMENT  
REPORT TO  
PLANNING COMMISSION**

**Date:** September 8, 2020

**Case:** 409

**Applicant:** Robert Gresham

**Location:** 1444 Perch Lane.

**Petition:** Sup to allow an addition to an existing dwelling in a commercial zone.

**Existing Use:** Single-family dwelling

**Zoning:** C-1 General Commercial

**Tract Size:** Approximately 3,500 square feet

**The Osage Beach Comprehensive Plan**

**Designates this area as appropriate for:** High density residential

**Rezoning History**      **Case #**

**Date**

Citywide

May 1984

**Utilities:**      Water: **City**  
Sewer: **City**

Electricity: **Ameren UE**

**Access:**      Property has frontage on Slope Lane, but access is derived from Perch Lane

**Analysis:**

1. The applicant is the owner of the property in question. The lot is not a part of a platted subdivision and has an area of approximately 3,500 sq. ft.
2. The applicant wishes to remodel and build an addition on to the existing structure on the subject property. The addition will encroach to within 8.1 feet from the east property line and 8.82 feet from the west property line. The addition will be placed in the current location of the existing structure, which is to be removed,

and will not encroach further into the required setbacks than the existing structure. smaller wrap around deck to be constructed around the new room. The remainder of the structure that will stay is also a legal non-conforming structure as it encroaches well within the front yard setback requirement. As the request is an addition to an existing legal non-conforming structure, a variance was required before the proposed construction could continue through the process.

3. A variance from the minimum setbacks was approved by the Board of Adjustment at their regular meeting held on August 19, 2020.
4. With the approval of the variance request, a Special Use Permit to construct a residential use in a commercial zone must now be reviewed by the Planning Commission and approved by the Board of Aldermen prior to a building permit being issued.

### **Department Comments:**

As is seen in many of the commercially zoned areas, a mixture of uses and intensities has developed. This is not uncommon especially in areas with existing residential neighborhoods located in commercial zones. A fundamental function of zoning is to separate incompatible land uses. With increased demand for both commercial and residential properties in the city, land use intensities could increase with property sales and new development. Property owners need to be cognizant of this before further developing their land residentially or replacing nonconforming uses. This particular piece of property is located in a small subdivision that was an old resort that has been converted into residential homes and are now owned by individuals. The fact that this request is located in a subdivision that has developed residentially, although zoned commercial, lends this property very favorable to a request of this type. Fortunately, the code of ordinances provides us with the ability to approve a Special Use Permit for this request as opposed to requiring the property to be rezoned. **With this in mind, the Planning Department would recommend approval of this Special Use Permit with the following conditions:**

1. The structure must be built according to the submitted site plan.
2. Any expansion or significant change in the proposal shall require Board of Adjustment approval as well as an amendment to the SUP.
3. A building permit must be obtained for the addition and all other zoning codes be adhered to.



Date Received: \_\_\_\_\_  
Case #: \_\_\_\_\_

### REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Robert Gresham Phone: 217-430-1111  
Address: 24100 US Hwy 54 City: Pittsfield State: IL Zip: 62363  
List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Name of landowner's representative, if different from above: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. All correspondence relative to this application should be directed to whom? Robert Gresham  
Address: 24100 US Hwy 54 City: Pittsfield State: IL Zip: 62363
4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):  
Address: 1444 Perch LN City: OSAGE BEACH State: MO Zip: 65065
5. Do you have a specific use proposed for this property? ☒ Yes ☐ No  
Explain all uses: Single family Residential
6. Area of property in square feet or acres: Approx. 3,500 sq ft.
7. Current zoning classification: C-1 (General Commercial)
8. Sources of utilities: Water: City Gas: N/A  
Sewer: City Electric: Ameren
9. Proposed zoning classification: C-1 w/ SUP for Residential Addition in C-1 zone
10. How long have you owned this property? 3 months
11. Current use of property (describe all improvements): Dwelling
12. Current use of all property adjacent to subject property:  
North: Res  
South: Res East: Res West: Res



13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Residential uses

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

Don't FORESEE ANY CHANGES TO REZONING

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

NONE WILL MAKE COMMUNITY BETTER & VALUES BETTER

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

SEE ATTACHMENT

#### Notary Information

State of Missouri }  
County of Camden } SS

I, Robert Gresham, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Robert Gresham  
Signature Owner/Applicant:

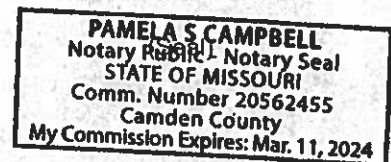
8/20/20  
Date:

Subscribed and sworn to before me on this 20<sup>th</sup> day of August, 2020

Notary Public:

My Commission Expires:

Person Accepting this Application:

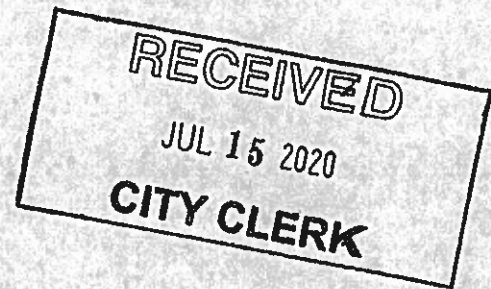


**\*\*Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail \*\***

CITY OF OSAGE BEACH  
PLANNING DEPARTMENT  
1000 CITY PARKWAY  
OSAGE BEACH, MO 65065  
573-302-2000 Phone – 573-302-0528 FAX

July 15, 2020

Osage Beach City Hall  
Attn: Board of Adjustments  
1000 City Parkway  
Osage Beach, MO 65065



Osage Beach Board of Adjustments,

I have purchased property at 1444 Perch Lane with the intent to remodel and use as my family's vacation home. I chose this area because my brother has a home in this same housing division, the house is in a no wake cove, it's close to local businesses, and an easy drive from our home.

Currently there are two parts to the structure; a front portion (18x20) that was built in 2002 which includes a kitchen, dining area and bathroom upstairs and a small living area, bathroom, and laundry room in the lower level; and a back portion that is the original structure, assumed to be built in the 1950's or 60's which has been used for storage but is inhabitable for people. As you can see, I have not mention bedrooms. The bedrooms were in the back section. This structure is not livable and has not been used as such for quite some time. The additions that are on the original structure are falling off and pulling apart from said structure. In addition, the main floor is no longer level. It has been infested by racoons, insects and opossums. There is also a family of ground hogs currently living under the original structure.

I would like to demolish the back structure and rebuild a new structure (24x30) to provide a safe place for my family to gather. I am not looking to expand the current footprint but would like to be able to square up to the new part of the house. In my proposed plan, I intend to build three bedrooms and a family room to accommodate my family's needs. Rebuilding the structure would also get rid of the pests that are currently inhabiting the area. The community has voiced their excitement towards buying the house and rebuilding the dilapidated structure. This structure as it currently sits has decreased property values and has been an eyesore to the community for years.

I appreciate your consideration of my request. Please feel free to contact me with any questions.

Sincerely,

Robert Gresham

217-430-4594



City of Osage Beach  
1000 City Parkway • Osage Beach, MO 65065  
Phone (573) 302-2000 • Fax (573) 302-0528 • [www.OsageBeach.org](http://www.OsageBeach.org)

August 19, 2020

Robert Gresham  
24100 US Hwy 54  
Pittsfield, IL 62363

Re: Variance Case 336

To whom it may concern:

Your request for a Variance for the property located at 1444 Perch Lane in the City of Osage Beach has been approved. The Board of Zoning Adjustment approved Variance Case No. 336 on August 19, 2020.

The following requirements must be adhered to:

1. The structure must be built according to the submitted site plan.
2. Any expansion or significant change in the proposal shall require Board of Adjustment approval.
3. A Special Use Permit to construct a residential use in a commercial zone must then be granted by the Board of Alderman prior to a building permit being issued
4. A building permit must be obtained for the addition and all other zoning codes be adhered to.

If you have any questions, please do not hesitate to call me at (573) 302-2030.

Sincerely,

Cary Patterson, City Planner  
City of Osage Beach  
CP/pc

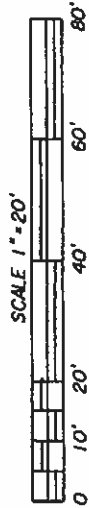
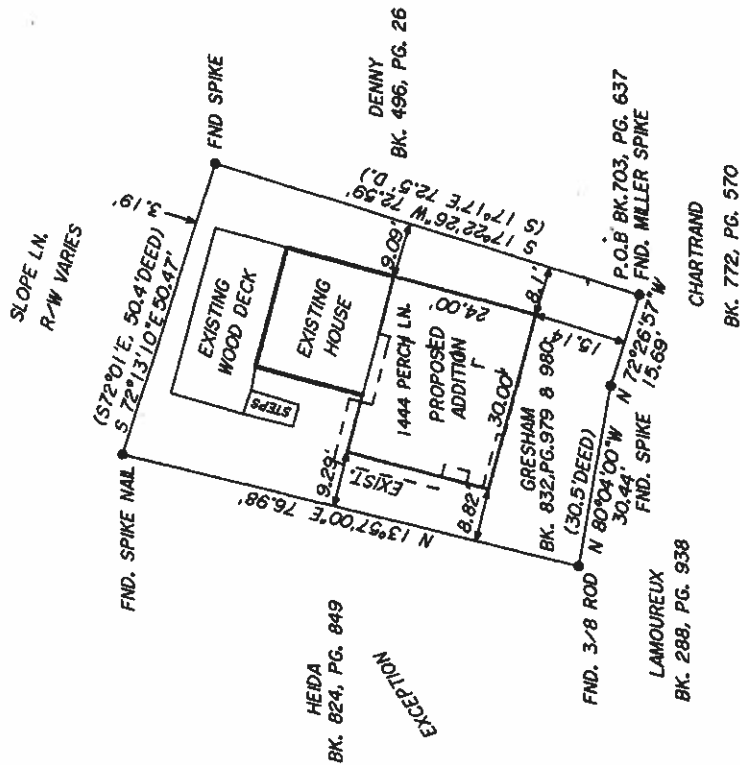




**NORTH**

**SUP Case  
409 Location Map**

# PLAT OF SURVEY



CERTIFICATION: This is to certify that I, Lonny D. Allen, L.S., at the direction of Robert Gresham, executed a survey of a tract of land in Government Lot 6, of Section 4, Township 39 North, Range 16 West, as described in Book 832, pages 979 and 980, Camden County, Records, Camden County, Missouri, and that said survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects, and that the results of said survey are shown hereon.

*Lonny D. Allen*  
 Lonny D. Allen, L.S.  
 L.S.#1670  
 7/13/2020

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Karri Bell, City Treasurer  
**Presenter:** Karri Bell, City Treasurer  
**Date Submitted:** September 22, 2020

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**Agenda Item:**

Bill 20-61 An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Cochran Head Vick & Co., P.C. for Auditing Services and Comprehensive Annual Financial Reports (CAFR), for the year 2020 together with authority for three more contract extensions through the year 2023. *First Reading*

**Requested Action:**

First Reading of Bill #20-61

**Ordinance Referenced for Action:**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:**

Yes - To begin planning phase with auditors.

**Budgeted Item:**

Yes

**Budget Line Item/Title: 10-13-733440**

|                                         |             |
|-----------------------------------------|-------------|
| <b>FY20 Budgeted Amount:</b>            | \$32,500    |
| <b>Expenditures to Date (09/03/20):</b> | (\$30,180 ) |
| <b>Available:</b>                       | \$2.320     |
| <b>Requested Amount:</b>                | \$3,500     |

**Department Comments and Recommendation:**

The recent Request for Proposal (RFP) process has provided the City with three qualified options, see detailed worksheet. The City has benefited from the highly qualified and professional auditing services of Williams-Keepers, LLC for the past 13 years. With this length of time being considered, I believe it would benefit and challenge the City to work with a new auditing firm. For the best practice of rotation and some modest cost savings, I am recommending the City approve a contract with Cochran Head & Vick & Co., P.C. for a four-year period.

**City Attorney Comments:**

Per City Code 110.230, Bill 20-61 is in correct form.

**City Administrator Comments:**

I concur with the department's recommendation.

The FY2020 Finance Services line item is estimated to be over budget nearly \$1,200; however, other savings within the Overhead section of the FY2020 Operating Budget will absorb this overage.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COCHRAN HEAD VICK & CO., P.C. FOR AUDITING SERVICES AND COMPREHENSIVE ANNUAL FINANCIAL REPORTS (CAFR), FOR THE YEAR 2020 TOGETHER WITH AUTHORITY FOR THREE MORE CONTRACT EXTENSIONS THROUGH THE YEAR 2023

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute the a contract with Cochran Head Vick & Co., P.C. providing for audit services for the year ending December 31, 2020, at a not to exceed price of \$30,550, in a form substantially similar on content attached to this ordinance as Exhibit "A."

Section 2 The Board of Aldermen of the City of Osage Beach hereby authorizes the City Administrator to renew this contract on a yearly basis for up to an additional three years at the fees quoted in the Cochran Head Vick & Co., P.C. proposal dated August 21, 2020.

Section 3 This Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME:\_\_\_\_\_ READ SECOND TIME:\_\_\_\_\_

I hereby certify that the above Ordinance No. 20.61 was duly passed on \_\_\_\_\_, 2020 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

|                    |               |
|--------------------|---------------|
| Ayes: _____        | Nays: _____   |
| Abstentions: _____ | Absent: _____ |

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 20.61.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tara Berreth, City Clerk



## AUDIT PROPOSAL ANALYSIS 2015

|                           | Williams Keepers      | Evers & Co.        | Cochran Head Vick | Dana F. Cole    | Lisa Wright CPA |
|---------------------------|-----------------------|--------------------|-------------------|-----------------|-----------------|
| Prior Auditing Experience | Yes                   | Yes                | Yes               | Yes             | Yes             |
| Other Services Available  | Yes                   | N/A                | Yes               | Yes             | N/A             |
| Qualifications of Staff   | Included              | Included           | Included          | Included        | Included        |
| Number of Staff           | Four +                | Three to Four      | Four              | Three to Four   | Four            |
| Governmental Acct Exp     | Yes                   | Yes                | yes               | yes             | yes             |
| Audit approach            | Five Phase            | Explained          | Three Phase       | Risk Assess     | learn/plan      |
| Prior Single Audit        | Yes                   | Yes                | Yes               | Yes             | Yes             |
| Prior CAFR reporting      | Yes                   | Yes                | Yes               | Yes             | ?               |
| Audit Calendar/Schedule   | Not Specific          | March              | Explained         | April           | Not Specific    |
| Draft                     | Not Specific          | Not Specific       | March             | May 15th        | Not Specific    |
| Final Docs                | Not Specific          | by June 10th       | by June 10th      | May 31st        | Not Specific    |
| Meet with BOA             | Yes                   | Yes                | by June 10th      | Yes             | Yes             |
| Peer Review Report        | Yes                   | Yes                | Yes               | Yes             | Yes             |
| Single Audit              | All Major Programs    | All Major Programs | 1 Major Program   | 1 Major Program | ?               |
| Training for clients      | Yes                   | No                 | Yes               | N/A             | N/A             |
| Professional Fees         |                       |                    |                   |                 |                 |
|                           | 2015 <b>29,000.00</b> | 30,150.00          | 32,165.00         | 37,000.00       | 35,000.00       |
|                           | 2016 <b>30,000.00</b> | 31,205.00          | 33,130.00         | 40,100.00       | 36,800.00       |
|                           | 2017 <b>31,000.00</b> | 32,300.00          | 34,124.00         | 41,700.00       | 38,400.00       |
|                           | 2018 <b>31,000.00</b> | 33,430.00          | 35,150.00         | 43,050.00       | no quote        |
| Additional serv. Rate     | <b>Not Given</b>      | Not Given          | Not Given         | 75-210          | Not Given       |

ADD GRAVES ACCTING NEXT TIME?

## AUDIT PROPOSAL ANALYSIS 2020

|                           | Williams-Keepers<br>LLC | Cochran Head Vick &<br>Co. , P.C. | Hochschild, Bloom &<br>Company LLP | Richard Brozewicz,<br>CPA |
|---------------------------|-------------------------|-----------------------------------|------------------------------------|---------------------------|
| Prior Auditing Experience | Yes                     | Yes                               | Yes                                | No                        |
| Other Services Available  | Yes                     | Yes                               | Yes                                | N/A                       |
| Qualifications of Staff   | Included                | Included                          | Included                           | No                        |
| Number of Staff           | 4                       | 5                                 | 7                                  | 1                         |
| Governmental Acct Exp     | Yes                     | yes                               | yes                                | yes                       |
| Audit approach            | Five Phase              | Explained                         | Explained                          | see proposal              |
| Prior Single Audit        | Yes                     | Yes                               | Yes                                | No                        |
| Prior CAFR reporting      | Yes                     | Yes                               | Yes                                | No                        |
| Timing                    | March-June              | Explained                         | March-June                         | Yes                       |
| Draft                     | April                   | April                             | April                              | Yes                       |
| Final Docs                | May                     | May                               | May                                | Yes                       |
| Meet with BOA             | Yes                     | Yes                               | Yes                                | Yes                       |
| Peer Review Report        | Yes                     | Yes                               | Yes                                | No                        |
| Single Audit              | Yes                     | Yes                               | Yes                                | No                        |
| References Included       | Yes - 5                 | Yes - 5                           | Yes - 60                           | No                        |

### Professional Fees

|      |              |              |              |              |
|------|--------------|--------------|--------------|--------------|
| 2020 | 30,975       | 28,550       | 29,500       | 26,500       |
| 2021 | 31,975       | 29,410       | 30,500       | 27,825       |
| 2022 | 32,975       | 30,290       | 31,500       | 29,250       |
| 2023 | 33,975       | 31,200       | 32,500       | 30,650       |
|      | Single Audit | Single Audit | Single Audit | Single Audit |
| 2020 | 1,500        | 2,000        | 3,500        | 1,250        |
| 2021 | 1,750        | 2,060        | 3,500        | 1,325        |
| 2022 | 2,000        | 2,120        | 3,500        | 1,400        |
| 2023 | 2,250        | 2,180        | 3,500        | 1,470        |

1251 NW Briarcliff Pkwy  
Suite 125  
Kansas City, MO 64116  
(816) 453-7014  
Fax (816) 453-7016

Other Offices in  
Missouri and Kansas

Honorable Mayor and  
Members of the Board of Aldermen  
City of Osage Beach, Missouri  
1000 City Parkway  
Osage Beach, MO 65065

We are pleased to confirm our understanding of the services we are to provide the City of Osage Beach, Missouri (the City) for the year ending December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Schedules.
- Schedule of Changes in Total OPEB Liability
- Schedule of OPEB Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures,

including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory and Statistical Sections

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with

the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the Board of Aldermen of the City of Osage Beach, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

*Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws,



regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and supporting schedules and/or analyses for significant financial accounts or disclosures we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cochran Head Vick & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cochran Head Vick & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our preliminary fieldwork during the month of January 2021. Further we expect to commence our fieldwork at a mutual agreeable date, on or after March 1, 2021, and to complete our fieldwork on or before April 26, 2021. We will present drafts of our reports by April 26, 2021 and deliver final reports by May 14, 2021. David L. Cochran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our fee for these services (excluding a single audit) will be \$28,550. If a single audit is required, the fee will be \$2,000 for the audit of one (1) major program. If additional major programs require a single audit, our fees for those services will be \$750 for each additional major program.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

For your reference, our most recent external peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
COCHRAN HEAD VICK & CO., P.C.



David L. Cochran, CPA  
For the Firm

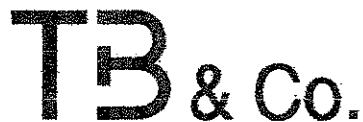
RESPONSE:

This letter correctly sets forth the understanding of the City of Osage Beach, Missouri.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



TROUTT, BEEMAN & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

### Report on the Firm's System of Quality Control

January 29, 2018

To the Owners of Cochran Head Vick & CO., P.C.  
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. (the firm) in effect for the year ended July 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified are not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

1212 LOCUST  
PO BOX 160  
HARRISONVILLE, MO 64701  
PHONE: 816-380-5500  
FAX: 816-380-2580

WWW.TBCO.NET

13470 S ARAPAHO, SUITE 190  
PO BOX 4078  
OLATHE, KS 66063  
PHONE: 913-764-1922  
FAX: 913-764-8062

## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cochran Head Vick & CO., P.C. in effect for the year ended July 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Cochran Head Vick & CO., P.C. has received a peer review rating of *pass*.

*Trout, Beeman & Co., P.C.*

TROUTT, BEEMAN & CO., P.C.  
Harrisonville, Missouri

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Jeana Woods, City Administrator  
**Presenter:** Jeana Woods, City Administrator  
**Date Submitted:** September 16, 2020

---

**Agenda Item:**

Bill 20-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for the Veteran's Day Parade 2020 Event Support Request in the amount of \$1,000. *First Reading*

**Requested Action:**

First Reading of Bill #20-62

**Ordinance Referenced for Action:**

Board of Aldermen approval required for the distribution of funds from the Community Promotions - Community Event Support account per Municipal Code Section 110.300 Expenditures from Community Promotions - Community Event Support Budget Item.

**Deadline for Action:**

Yes - This event will take place on November 7, 2020.

**Budgeted Item:**

Yes

**Budget Line Item/Title: 10-21-754255 Community Event Support**

|                                           |          |
|-------------------------------------------|----------|
| <b>FY20 Budgeted Amount:</b>              | \$13,000 |
| <b>Expenditures to Date (09/16/2020):</b> | (\$3000) |
| <b>Available:</b>                         | \$10,000 |
| <b>Requested Amount:</b>                  | \$1,000  |

**Department Comments and Recommendation:**

Not Applicable

**City Attorney Comments:**

Per City Code 110.230, Bill 20-62 is in correct form.

**City Administrator Comments:**

10-21-754255 Community Event Support, \$13,000 is budgeted for event support in FY2020. Per City Code 110.300, the intent is for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted to the Administration Office and Board approval is required per ordinance.

Enclosed is the Vetern's Day Parade Event Support Application Form from the Lake of Ozarks Elk Lodge 2517 submitted to the City. The request is for \$1,000 for the 2020 event to be held November 7, 2020.

The following has been expended to date;

FY2020 Budget - \$13,000

BikeFest 2020 - (\$3,000)

Available - \$10,000

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE VETERAN'S DAY PARADE 2020 EVENT SUPPORT REQUEST IN THE AMOUNT OF \$1,000.00

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. That the expenditure of funds for advertising in an amount of One Thousand Dollars (\$1,000.00) is hereby authorized for the Veteran's Day Parade held on November 7, 2020.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgement or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.62 was duly passed on \_\_\_\_\_, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.



\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.62.

\_\_\_\_\_  
\_\_\_\_\_  
Date

John Olivarri, Mayor

ATTEST:

\_\_\_\_\_

Tara Berreth, City Clerk



RECEIVED

SEP 15 2020

CITY CLERK

City of Osage Beach  
REQUEST FOR EVENT SUPPORT  
Exhibit A to City Code Section 110.300

Requested Amount: \$1,000 Date of Request: 9-11-2020

**Organization Information:**

Organization Name: LAKE OF THE OSAGE ELKS LODGE 2517

Address: 5161 OSAGE BEACH PARK WAY

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Contact Name: JERRY S DURLIN

Phone # (cell) 434 4368 (Other) \_\_\_\_\_

Is the organization a not-for-profit? ☒ YES ☐ NO

If yes, is it a registered 501(c)3 or other designation? ☒ YES ☐ NO (If yes, attach IRS classification)

If yes, is the organization a local not-for-profit or national not-for-profit organization? LOCAL

Your organization's activities focus on: (check all that apply)

- ☒ Families and Youth
- ☒ Health & Human Services
- ☒ Education, Job Development, Housing or other similar community focus
- ☐ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☒ Other: CHARITY

**Event Information:**

Event Name: VETERANS PARADE

Event Dates: 11-7-2020

Event Location: OSAGE BEACH PARKWAY

Description of event: PARADE

How will the proceeds of this event be used? FREE

How will the City be recognized through this event? NAME WILL APPEAR ON ALL ADVERTISEMENT, 12 ADS IN NEWS PAPERS FLYERS AROUND AREA SIGNS AT ELKS LODGE BRING 300 to 400 PEOPLE TO AREA

Is the event open to the public? ☒ YES ☐ NO If no, explain: \_\_\_\_\_

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: \_\_\_\_\_

Total budget for the event: \$1,000.00

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? ELLS WILL COVER

How many years has this event been held? 7<sup>th</sup> YEAR

Estimated attendance this year? 300 Last year's attendance, if applicable? 400

**Applicant:**

Application Completed By: GERALD SPURGEON

Contact Phone/Cell: 434-4368

[Signature] GERALD SPURGEON FRUSTEE 9-11-2020  
Signature Print Name Title Date

**Send Completed Application and Attachments To:**

Email: [jwoods@osagebeach.org](mailto:jwoods@osagebeach.org)

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

\*\*\*\*\*

**Internal Use**

Date Application Received: \_\_\_\_\_ By: \_\_\_\_\_

Date Board Approved/Declined: \_\_\_\_\_ Amount Approved: \_\_\_\_\_

Other Information: \_\_\_\_\_

\_\_\_\_\_

# LARE OF THE OZARKS ELKS LODGE 2006e 2517

## BUDGET FOR 2020 VETERANS PARADE

|             |                    |
|-------------|--------------------|
| ADVERTISING | \$ 600.00          |
| T-SHIRTS    | 350.00             |
| FLAGS       | 120.00             |
| PAINTING    | 400.00             |
| FOOD        | 250.00             |
| MISC.       | 580.00             |
|             | <u>\$ 3,000.00</u> |

## INCOME

|                     |               |
|---------------------|---------------|
| ADS                 | \$ 6200.00    |
| CITY OF OSAGE BEACH | 1,000.00      |
| ELKS LODGE          | <u>800.00</u> |
|                     | \$ 3,000.00   |

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Mike Welty, Assistant City Administrator  
**Presenter:** Mike Welty, Assistant City Administrator  
**Date Submitted:** September 23, 2020

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**Agenda Item:**

Bill 20-63 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 19.90 Adopting the 2020 Annual Budget, Transfer of Funds for Necessary Expenses, for multiple funds. *First and Second Reading*

**Requested Action:**

First & Second Reading of Bill #20-63

**Ordinance Referenced for Action:**

Board of Aldermen approval required for budget amendments over \$5,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:**

Yes - We are asking for a 1st and 2nd reading here in order to get these changes inputted quickly as we prepare for the budget workshops at the end of the month.

**Budgeted Item:**

**Department Comments and Recommendation:**

This ordinance covers budget amendments for multiple projects and funds. Details listed below.

10-13-761150 Contingency - Staff would like to add \$35,000 to this account. All Covid-19 related expenses included, additional cleaning supplies, audio visual upgrades in

the board room, and safety related expenses are paid out of this account. These expenses are 100% reimbursed by grant revenue through Camden County CARES Act. Grant Revenue is put in 10-00-440160 Emergency Mgmt Grant.

10-18-733800 Professional Services - Staff would like to add \$80,000 to this account. At the 8/20 BOA meeting the board authorized an additional not to exceed amount of \$80,000 under the existing LOR Engineering, LLC dba Cochran Engineering contract. Bill #20-52.

35-00-774256 Vehicle(s) - Staff would like to transfer \$145,000 to this account. At the 09/03 BOA meeting the board approved the purchase of a new Jetter mounted F 550 Truck. Funds needed will come out of Sewer Reserves.

10-19-774267 Communication Equip - Network - Staff would like to reduce 10-19-733610 Maintenance and Support by \$20,000 and move \$9,000 of that savings to 10-19-774256 Communication Equip. - Network. Our IT Specialist, Mikeal Bean, and our managed service partner, Forward Slash Technologies, continue to look for ways to save money in annual maintenance cost for our equipment. By investing \$9,000 dollars in new firewalls and switches that handle the City's wifi now they were able to decommission equipment purchased by a previous IT manager. The equipment that we decommissioned required a expensive annual maintenance fee. The replacement equipment provides the same level of security at a much more affordable annual maintenance fee. Making this change now saves the City \$20,000 in annual maintenance in 2020 and \$3,000 a year for the next three years.

| Account Number & Title                     | Misc. | Original Cost | Amended Cost |
|--------------------------------------------|-------|---------------|--------------|
| 10-13-761150 Contingency                   |       | \$15,000      | \$50,000     |
| 10-18-733800 Professional Services         |       | \$120,000     | \$200,000    |
| 35-00-774265 Vehicle(s)                    |       | \$0           | \$145,000    |
| 10-19-733610 Maintenance/Support Services  |       | \$202,611     | \$182,611    |
| 10-19-774267 Communication Equip - Network |       | \$0           | \$9,000      |

**City Attorney Comments:**

Per City Code 110.230, Bill 20-63 is in correct form.

**City Administrator Comments:**

I concur with the department's recommendation.



AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 19.90 ADOPTING THE 2020 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. That the 2020 Annual Budget adopted as Ordinance No. 19.90 is hereby amended by appropriating additional funds or reducing appropriations as follows:

|              |                                  | Original Item | Amended Item |
|--------------|----------------------------------|---------------|--------------|
| 10-13-761150 | Contingency                      | \$15,000      | \$50,000     |
| 10-18-733800 | Professional Services            | \$120,000     | \$200,000    |
| 35-00-774265 | Vehicle (s)                      | \$0           | \$145,000    |
| 10-19-733610 | Maintenance/Support Services     | \$202,611     | \$182,611    |
| 10-19-774267 | Communication Equipment- Network | \$0           | \$9,000      |

Section 2. In all other respects the 2020 Annual Budget adopted in Ordinance No. 19.90 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.63 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Berreth, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.63.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_



Tara Berreth, City Clerk

**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Mike Welty, Assistant City Administrator  
**Presenter:** Mike Welty, Assistant City Administrator  
**Date Submitted:** September 23, 2020

---

**Agenda Item:**

Bill 20-64 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three year contract with Cintas for mat/uniform rental and uniform purchases through an Omina Partners cooperative bidding agreement for a yearly not to exceed amount of \$28,000.00. *First Reading*

**Requested Action:**

First Reading of Bill #20-64

**Ordinance Referenced for Action:**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:**

Yes - If approved this contract would be put into place effective 01/04/2021. We need time to get all of the rental uniforms ready to start this contract with the new year.

**Budgeted Item:**

No - The cost of this contract will be built into the various participating department in the 2021 budget.

**Department Comments and Recommendation:**

Earlier this year I began to research the City's current mat/uniforms rental and purchasing agreements. The idea was to try and unify the City needs for these services under one contract to make it easier for managers to make these purchases and to try to improve the quality of the products and services that we are receiving.

In the past, Department managers would do informal bidding each time they had a need to purchase uniforms while Public Works would bid out uniform and mat rentals separately. I also found that we had a completely separate contract to handle mat rental at City Hall.

My goal is to provide the following resources for the City's Department Managers and staff:

Provide one vendor under one contract to meet the needs of all City Departments, excluding some uniform needs for Police and Ambulance.

Improve the quality and service of the rental uniforms being provided to our Public Works Departments.

Finding a vendor that would provide the City with a customized web portal to meet all of these needs.

One of the driving factors behind this was that the quality and service that we are getting from our current uniform rental service is unacceptable.

When researching our current vendor and uniform needs I found the following issues:

Dating back to January 2020 I found 127 billing errors with rental uniforms. This includes the City being billed for the wrong amount of items, requests for size changes or uniform replacement going unanswered for months, the vendor not dropping off uniforms when they are scheduled to do so, and requests for cancelation of items going unanswered.

Trying to address the billing issues with the vendor has proven difficult. 7 of these errors are still outstanding and it has taken months to try and resolve. The service that we are being provided is inadequate.

The current vendor simply does not offer all of the uniform rental needs that we require. The current vendor does not offer a T-shirt or coat rental option.

Public Works staff have complained numerous times that the fabric used by our current vendor is scratchy and uncomfortable. Most of them prefer the T-Shirt option not available through our current vendor. I have already had staff try on some of the rental uniform options from Cintas and the feed back has been very positive.

Coats and T-Shirts are currently purchased separately and have no insurance plan.

Therefore, they wear out quicker and are not being replaced regularly. This leaves our staff with an unprofessional look when in the public. (See attached pictures)

I have attached a spreadsheet that compares the rental uniform pricing for both our current vendor and Cintas. On a per week basis Cintas cost per person is \$3.63 cents higher, but this includes coats and T-shirts are not offer through the current vendor.

Under this new Cintas contract all of these items are included in their insurance program and are replaced when soiled.

Through the Cintas contract, the purchase of uniforms for other departments is

competitive, ranging in price from \$15 up to \$40 depending on the type and quality of shirts purchased. These options will easily fit into existing uniform budgets.

Mat prices are also similar, but a little higher overall with Cintas.

Both Camden and Lebanon currently use Cintas through the same Ominia Partners cooperative bidding agreement. Those Cities are very happy with the quality and service that they are receiving from Cintas.

Cintas will be more expensive in their uniform rental program and slightly more expensive with their mat rental, but based on what I have heard from other Cities, and what I have seen from the samples they provided, the City will receive higher quality garments and greatly improved service.

A yearly not to exceed amount of \$28,000 for this contract will provide all the funds needed for every department's yearly uniform budget and some flexibility when staffing changes are needed.

If approved, all current mat/uniform rental contracts will be cancelled to coincide with the start of the new Cintas contract effective 01/04/2020.

I recommend approval.

**City Attorney Comments:**

Per City Code 110.230, Bill 20-64 is in correct form.

**City Administrator Comments:**

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A THREE-YEAR CONTRACT WITH CINTAS FOR MAT/UNIFORM RENTAL AND UNIFORM PURCHASES THROUGH AN OMINA PARTNERS COOPERATIVE BIDDING AGREEMENT FOR A YEARLY NOT TO EXCEED AMOUNT OF \$28,000.00.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the contract with Cintas for mat/uniform rental and uniform purchases. Attached Exhibit "A"

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Twenty-Eight Thousand Dollars (\$28,000.00) per year.

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 20.64 was duly passed on \_\_\_\_\_ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for her signature.

\_\_\_\_\_  
Date  
Approved as to form:

\_\_\_\_\_  
Tara Berreth City Clerk

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 20.64.

\_\_\_\_\_  
John Olivarri, Mayor

\_\_\_\_\_  
Date

Bill No. 15-09  
Page 2

Ordinance No. 15.09

ATTEST:

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Tara Berreth, City Clerk



## FACILITIES SOLUTIONS AGREEMENT

Location No. 379

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**Date 8/18/2020Customer/Participating Agency City of Osage Beach Public Works DeptPhone (573) 347-2351Address 5757 Chapel DrCity Osage BeachState MOZip 65065

## UNIFORM PRODUCT RENTAL PRICING:

| Item # | Description                          | Unit Price |
|--------|--------------------------------------|------------|
| 65386  | LIME YELLOW CLASS 2 WORK SHIRT LS/SS | 0.726      |
| 69526  | LIME YELLOW SS CLASS 2 T-SHIRT       | 0.581      |
| 80501  | LIME YELLOW CLASS 2 JACKET           | 1.283      |
| 381    | CARHARTT 5 PKT JN                    | 0.336      |
| 382    | CARHARTT CARP JN                     | 0.377      |
| 386    | CARHARTT JEAN STRETCH DENIM          | 0.44       |
| 259    | HIGH PERFORMANCE POLO                | 0.173      |
|        |                                      |            |
|        |                                      |            |
|        |                                      |            |

- This agreement is effective as of this date from 1-4-2021 to 1-4-2024, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.95 ea      • Company Emblem \$ 2.95 ea
- Customer Emblem \$ 2.25 ea      • Embroidery \$ ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 30.00 per delivery.
- Make-Up charge \$ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ per garment.
- Seasonal Sleeve Change \$ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

## FACILITY SERVICES PRODUCTS PRICING:

| Bundle* | Item # | Description                       | Rental Freq. | Inventory | Unit Price |
|---------|--------|-----------------------------------|--------------|-----------|------------|
|         | 84335  | 3X5 BLACK MAT                     | W - EOW - MO | 1 - 9999  | 2.92       |
|         | 84435  | 4X6 BLACK MAT                     | W - EOW - MO | 1 - 9999  | 3.61       |
|         | 84035  | 3X10 BLACK MAT                    | W - EOW - MO | 1 - 9999  | 4.29       |
|         | 84201  | 3X5 LOGO MAT                      | W - EOW - MO | 1 - 9999  | 2.44       |
|         | 84401  | 4X6 LOGO MAT                      | W - EOW - MO | 1 - 9999  | 6.41       |
|         | 44345  | 3X10 LOGO MAT                     | W - EOW - MO | 1 - 9999  | 7.33       |
|         | 02477  | 3X5 SCRAPER MAT                   | W - EOW - MO | 1 - 9999  | 2.47       |
|         | 2273   | ZEP SPIRIT II DISINFECTANT BOTTLE | W - EOW - MO | 1 - 9999  | 8.10       |
|         |        |                                   |              |           |            |

\*Indicated bundled items/services

- ☐ Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- ☒ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 379 CUSTOMER.  
Please Sign Name \_\_\_\_\_

By: Greg Djinis Please Print Name Mike Welty

Title: Sales Professional Please Print Title City Administrator

Accepted-GM: \_\_\_\_\_ Email mwelty@osagebeach.org

#### Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

#### Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.



8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

**Weekly Cintas Uniform Pricing****Weekly Aramark Uniform Pricing**

| <b>Product/Description</b>           | <b>Unit Price</b> | <b>QTY</b> | <b>Volume</b>  |  | <b>Unit Price</b> | <b>QTY</b> | <b>Volume</b>  | <b>Notes</b>              |
|--------------------------------------|-------------------|------------|----------------|--|-------------------|------------|----------------|---------------------------|
| Lime Yellow Class 2 Work Shirt LS/SS | \$0.726           | 6          | \$4.36         |  | \$0.190           | 11         | \$2.09         |                           |
| Lime Yellow SS Class 2 T-Shirts      | \$0.581           | 5          | \$2.91         |  |                   |            | \$0.00         | Purchased outside Aramark |
| Lime Yellow Class 2 Jacket           | \$1.283           | 2          | \$2.57         |  |                   |            | \$0.00         | Purchased outside Aramark |
| Carhartt 5 Pkt Jean                  | \$0.377           | 0          | \$0.00         |  | \$0.335           | 11         | \$3.69         |                           |
| Carhartt Carp Jean                   | \$0.377           | 0          | \$0.00         |  |                   |            |                |                           |
| Carhartt Stretch Jeans               | \$0.440           | 11         | \$4.84         |  |                   |            |                |                           |
| Carhartt Carpenter Jean              | \$0.377           | 0          | \$0.00         |  | \$0.335           |            | \$0.00         |                           |
| Uniform Advantage                    | \$0.050           | 24         | \$1.20         |  | \$0.583           | 13         | \$7.58         |                           |
| Emblem Advantage                     | \$0.030           | 13         | \$0.39         |  |                   |            | \$0.00         |                           |
| Prep Advantage                       | \$0.030           | 24         | \$0.72         |  |                   |            | \$0.00         |                           |
| <b>Weekly Cost per Person</b>        |                   |            | <b>\$16.98</b> |  |                   |            | <b>\$13.35</b> |                           |
| 3x5 Mat                              | \$2.920           |            |                |  | \$1.325           |            |                |                           |
| 4x6 Mat                              | \$3.610           |            |                |  | \$3.440           |            |                |                           |
| 3x10 Mat                             | \$4.290           |            |                |  | \$4.630           |            |                |                           |















**City of Osage Beach**  
**Agenda Item Summary**

**Date of Meeting:** October 1, 2020  
**Originator:** Mike Welty, Assistant City Administrator  
**Presenter:** Mike Welty, Assistant City Administrator  
**Date Submitted:** September 22, 2020

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**Agenda Item:**

Motion to approve the purchase of a 200 Horse Power pump for the Sands Lift station from Municipal Equipment in an amount not to exceed \$79,674.37 plus shipping.

**Requested Action:**

Motion to Approve

**Ordinance Referenced for Action:**

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

**Deadline for Action:**

Yes - Sands Lift Station is the largest in our inventory. It is in the City's best interest that this pump be purchased as soon as possible.

**Budgeted Item:**

No - This is not a FY2020 budgeted item; anticipated to be received in FY2021 and will be included in the FY2021 Operating Budget.

**Department Comments and Recommendation:**

When the Sand Lift Station is running the way it was designed to run, it houses four 200 horse power (HP) pumps that weight 4200 pounds each and can handle up to 3.8 million gallons of sewage in the peak of the summer. We currently have two working pumps in the station. We have two other 200 HP pumps that are currently being rebuilt

at JCI in Jefferson City. It is very important that we get this station running at full capacity as soon as possible.

If this purchase is approved and when the other two pumps are rebuilt, returned to the City, and installed in the station, the end result will be that the City will have the following pumps for the Sands Lift Station:

- One working pump originally purchased in 2010.
- Three working rebuilt pumps. One of these pumps was also purchased in 2010.
- One new pump that I am asking to purchase tonight.

With all 4 of the pumps that we already have for this station being at least 10 years old and 3 of them being rebuilt pumps, I believe that it is in the City's best interest to order a new 5th pump now.

The pump that I am asking to purchase takes at least 6 months to be built and delivered. When it is delivered next year it will be installed and one of the rebuilt pumps will be stored and will provide additional redundancy for this station.

Permission to proceed with the purchase of a new XFP200M sewer pump from Municipal Equipment for 79,674.37 plus shipping.

**City Attorney Comments:**

Not Applicable

**City Administrator Comments:**

I concur with the department's recommendation.

The purchase is part of our Depreciation and Repair Reserve plan and funds are set aside for these types of purchases to maintain our system. Ordering the pump now leads to an estimated deliver in mid-FY2021. If approved, this will be included in the FY2021 Operating Budget.



## QUOTE

Mr. Mike Welty  
City of Osage Beach, MO

September 21, 2020

RE: Sands Lift Station Replacement Pump

Dear Mike,

Following are prices for the requested replacement pump:

One (1) ABS/Sulzer model XFP200M CH2 PE1500/4 submersible pump with a 201 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable

One (1) Non witnessed hydraulic and vibration test

**PRICE.....\$74,586.12**

One (1) Service – installation supervision and start up of pump

**PRICE.....\$2,500.00**

One (1) 8" guide rail assembly with integral elbow and stainless steel hardware to connect the pump to the slide bracket

**PRICE.....\$2,588.25**

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

### General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 20-24 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above include installation supervision and startup as shown above
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.