

**OSAGE BEACH / LAKE OZARK
JOINT SEWER BOARD MEETING
AGENDA
August 17, 2021 @ 4:00 p.m.
LAKE OZARK CITY HALL**

1. CALL TO ORDER

2. ROLL CALL

Mayor, Osage Beach, John Olivarri
Mayor, Lake Ozark, Dennis Newberry
City Administrator, Osage Beach, Jeana Woods
City Administrator, Lake Ozark, Dave Van Dee
Alderman, Osage Beach, Kevin Rucker
Alderman, Lake Ozark,
Public Works Director, Lake Ozark, Matt Michalik
Public Works Operations Manager, Osage Beach, Kevin Crooks
Member at Large, Mr. Gary Hamner

3. MINUTES

Page Numbers

Regular Meeting: July 20, 2021 3-4

4. REPORTS

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Income & Expense Summary	9
 July Alliance Report of Operations	 11-32
 Approval of Flow Charts July 2021	

5. OLD BUSINESS

A. Board Representative update	
B. Alliance Water Resource Contract	33-47

6. NEW BUSINESS None at this time

7. ADDITIONAL DISCUSSION ITEMS

8. ADJOURNMENT

THE NEXT MEETING WILL BE SEPTEMBER 21, 2021 4:00 PM @ LAKE OZARK CITY HALL

**LAKE OZARK-OSAGE BEACH
JOINT SEWER BOARD**
Meeting Minutes – July 20, 2021

CALL TO ORDER:

Mayor John Olivarri called the meeting to order at 4:00 pm on Tuesday, July 20, 2021, at Lake Ozark City Hall.

ROLL CALL:

Mayor, Osage Beach, John Olivarri- Present
Mayor, Lake Ozark, Dennis Newberry - Present
City Administrator Osage Beach, Jeana Woods – Present
City Administrator Lake Ozark, Dave Van Dee – Present
Alderman Osage Beach, Kevin Rucker – Absent
Alderman Lake Ozark, Vacant seat
Public Works Director Lake Ozark, Matt Michalik – Absent
Public Works Operations Manager Kevin Crooks – Absent
Resident Member, Mr. Gary Hamner – Present

MINUTES:

Member-at-Large Hamner motioned to approve the meeting minutes of June 15, 2021. His motion was seconded by Mayor Newberry and passed unanimously.

REPORTS:

The June Bill list and Revenue Budget, Expenditure Budget Analysis, Income & Expense Summary and Check Registers and Bank Statements were reviewed. A Motion was made by Administrator Van Dee to approve the documents and pay the bills. His motion was seconded by Administrator Woods and was passed unanimously.

Alliance Report of Operations: The average daily incoming flow for June was 1.636 mgd. We had 8.0 inches of precipitation measured at the WWTP.

Operationally, the plant's discharge was excellent, with an effluent monthly average BOD of 1.8 mg/l and TSS of 2.0 mg/l respectively for June which represents a 99.0% or better removal.

The MLSS average for both aeration basins was 7,173 mg/l. The total dry weight sludge inventory for June totaled 448,824 pounds. There were 63 tanker loads of biosolids or 151,500 gallons land applied for June.

APPROVAL OF FLOW CHART

Motion was made by Administrator Woods to approve the Flow Chart for June. His motion was seconded by Administrator Van Dee. Unanimous approval, motion passed.

OLD BUSINESS:

- A. Board Representative Update: An update was given by Mr. Hutchcraft regarding the new sludge truck. He noted that delivery was expected Thursday or Friday. There was also discussion regarding the sludge inventory at the plant and that bacteria has been added to the system to help process the sludge.

NEW BUSINESS:

- A. Alliance Water Resource Contract. Extended discussion was held regarding the possible extension of the Contract. After review and consideration, Administrator Van Dee motioned to extend the current contract for three years. His motion was seconded by Mayor Newberry, and was then unanimously approved.

ADDITIONAL DISCUSSION ITEMS: None at this time.

ADJOURNMENT:

With no further business to discuss, the meeting adjourned at 4:30 pm.

Mayor, John Olivarri

City Clerk, Kathy Vance

JOINT SEWER BOARD
BILL LIST
AUGUST 17, 2021

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:	\$ 484.67
OPERATING FUND BILLS TO BE PAID:	\$ 37,670.56
EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:	\$ 180,979.00
EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:	\$ -

TOTAL \$ 219,134.23

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Check	Paid To:	Description:	Amount:
4020	444	Core & Main	181475 HTH Cleaning Sol.	\$ 484.67
				\$ -
				\$ -

TOTAL \$ 484.67

OPERATING FUND BILLS TO BE PAID:

Account	Check	Paid To:	Description:	Amount:
4000	445	Equipment Replacement Fund	Payment into ER Fund	\$ 10,134.00
4020	446	Allmax Software, Inc.	Annual Software Maintenance	\$ 420.00
4020	447	Jani King	August	\$ 196.17
4020	448	M/C Quickbooks	Accounting Software	\$ 12.50
4020	448	M/C Home Depot	Cordless Drill w/Batteries	\$ 140.96
4020	449	Menards	16520 WD40, Ratchet, weed control	\$ 119.67
4020	449	Menards	16525 Replace Transfer Pump	\$ 64.99
4150	449	Menards	16877 Vehicle Main Sludge Trk	\$ 17.69
4020	450	Lake Recharge Z2251	Fire Extinguisher Service	\$ 64.25
4020	451	O'Reilly	Airfilter for Blower	\$ 119.74
4150	451	O'Reilly	DEF Sludge Trk	\$ 51.96
4020	452	Sherwin Williams	Paint & Wire Brushes	\$ 124.95
4020	453	Smart Printing Centers	Haulers Tickets/Invoices	\$ 200.00
4020	454	USA Blue Book	Bacteria Enzymes for ditches	\$ 231.50
4170	455	Alliance Water Resources, Inc.	Aug.	\$ 25,720.00
4176	456	Republic	Aug.	\$ 52.18
4175		Ameren MO	11673321	\$ -
4175		Ameren MO	98041275	\$ -
4176		AT&T	Aug.	\$ -
				\$ -

TOTAL \$ 37,670.56

EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Check	Paid To:	Description:	Amount:
4000	1063	Tri-State Truck Center, Inc.	2022 Mack Truck	\$ 180,979.00
				\$ 180,979.00

TOTAL \$ -

EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:

Account	Check	Paid To:	Description:	Amount:
4000				\$ -
				\$ -
				\$ -

TOTAL \$ -

TRI-STATE TRUCK CENTER INC.

494 E.H. Crump Blvd. 3025 International Dr. Ext. 2696 Sellers Drive 8901 Diamond Drive 2560 Bells Hwy.
 MEMPHIS, TN 38126 TUPELO, MS 38801 MERIDIAN, MS 39301 N. LITTLE ROCK, AR 72117 JACKSON, TN 38305
 (901)947-5000 (601)844-6000 (601)693-3333 (501)490-1122 (731)664-1860
 412 Highway 49 South 1333 E. Parker Road 2527 N. Eastgate 3100 Davis Blvd.
 RICHLAND, MS 39218 JONESBORO, AR 72404 SPRINGFIELD, MO 65803 JOPLIN, MO 64804
 (601)932-3400 (870)972-1320 (417)869-0566 (417)782-8201

Page 1 of 1

Customer: LAKE OZARK AND OSAGE BEACH JOINT SEWER BOARD
 P.O. BOX 1985
 LAKE OZARK, MO 65049

Invoice: 08S1249
 Invoice Date: 07/22/2021
 Deal and Packet: 2732 1
 Branch: Springfield
 Department: New
 Customer: 17410
 Due Date: 7/22/2021

Salesperson: NOAH GATES
 Remit-To: Tri State Truck Center - Springfield

+ UNIT

Stock Number: NGR6028115 New? Yes
 VIN: 1M2GR2GC7NM028115 Year: 2022
 Make: Mack Model: GR64F

Price: \$185,979.00

Unit Price: \$185,979.00

Total Sold: \$185,979.00

***Total: \$185,979.00

- DEPOSIT

-\$5,000.00

**Net: \$180,979.00

ICC Number:

*Balance Due: \$180,979.00

Terms Due: 07/22/2021

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER
 CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED
 BUYER, THE HEREINABOVE DESCRIBED MOTOR VEHICLE,
 WARRANTS AND COVENANTS THAT THE UNDERSIGNED
 DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD
 RIGHT TO SELL SAME, THAT THERE IS NO LIEN OR
 ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES
 CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE
 BUYER AND TO BE ASSIGNED TO THE ABOVE LIENHOLDER
 AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE
 AGAINST ALL PERSONS EXCEPT ABOVE LIEN HOLDERS.

TRI-STATE TRUCK CENTER, INC.

BY OWNER(S)-PRES. VICE PRES. SECTY. TREAS.

TITLE TO THE VEHICLE DESCRIBED HEREON REMAINS
 WITH THE SELLER PENDING CLEARANCE OF CHECK (IF
 ANY) GIVEN IN PAYMENT THEREOF

I CERTIFY THAT THIS IS A TRUE AND EXACT COPY.

Sworn to and subscribed and acknowledged
 before me this 22 day of July 2021 Notary
 Public in and for the County of Shelby
 State of Tennessee

Notary Public
 STATE OF
 TENNESSEE
 MY COMMISSION EXPIRES 4-10-2022

Buyer's Signature

TRI-STATE TRUCK CENTER, INC. DISCLAIMER OF WARRANTIES

All warranties on this vehicle are the manufacturer's. THE
 SELLER, TRI-STATE TRUCK CENTER, INC., HEREBY
 EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER
 EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED
 WARRANTY OF MERCHANTABILITY OR FITNESS FOR
 A PARTICULAR PURPOSE and Tri-State Truck Center, Inc.
 neither assumes nor authorizes any other person to assume for it
 any liability in connection with the sale of this vehicle. As to the
 seller, Tri-State Truck Center, Inc., in no way affects the terms of the
 manufacturer's warranty. Any exceptions to the above must be
 noted on the vehicle buyers order. Buyer shall not be entitled to
 recover from the seller, Tri-State Truck Center, Inc., any
 consequential damages, damages to property, damages for loss of
 use, loss of time, loss of profit, or income, or any other incidental
 or consequential damage.

MONTH-TO-DATE AND YEAR-TO-DATE
REVENUE/BUDGET ANALYSIS

Account Number	Account Name	2019 Actual	7/31/2021 2020 Actual	2021 Budget	2021 Actual as of 7/31/2021	2021 July Revenue	Percent YTD
3020	Osage Beach	475,091.53	475,836.10	473,000.00	270,627.33	38,290.09	57%
3010	Lake Ozark	74,908.46	74,163.90	77,000.00	50,206.00	7,543.24	65%
3030	Misc.	0.00	4,500.00	0.00	0.00	0.00	0%
3100	Interest	4,286.79	4,019.49	2,000.00	2,073.92	240.40	104%
3060	Waste Haulers' Fee	26,260.00	39,320.00	36,000.00	38,660.00	11,580.00	107%
Total Operating Fund		580,546.78	597,839.49	588,000.00	361,567.25	57,653.73	61%
E/R Fund Income		9,001.77	8,955.85	6,000.00	3,633.92	401.26	61%
TOTAL INCOME		589,548.55	606,795.34	594,000.00	365,201.17	58,054.99	61%

MONTH-TO-DATE AND YEAR-TO-DATE
EXPENDITURE/BUDGET ANALYSIS
7/31/2021

Account Number	Account Name	2019 Actual	2020 Actual	2021 Budget	2021 Actual as of 7/31/2021	2021 July Expenses	Percent YTD
4000	Equipment Replace Fund	41,604.00	71,604.00	121,606.00	70,938.00	10,134.00	56%
4020	*Maintenance & Repair	104,062.97	26,299.39	36,800.00	79,512.44	6,163.95	216%
4140	Insurance	18,761.00	19,885.00	19,200.00	19,079.00	0.00	99%
4150	Vehicle Repair/Main	5,479.60	12,479.74	6,000.00	1,403.76	0.00	16%
4170	Contract Management	299,592.00	305,580.00	314,752.00	180,040.00	25,720.00	57%
4175	Electric	73,276.87	75,077.36	75,000.00	39,624.69	10,610.29	53%
4176	Utilities Misc.	3,717.52	2,485.59	3,500.00	2,690.40	536.96	77%
4190	Bank Charges	176.00	32.60	0.00	0.00	0.00	0%
4200	Audit	2,400.00	2,648.50	2,600.00	2,600.00	0.00	100%
4240	Capital Purchases	145,247.00	0.00	500.00	0.00	0.00	0%
	Totals	694,316.96	516,072.18	581,958.00	395,888.29	53,185.20	68%
	**E/R Expenses	41,280.51	85,258.27	221,000.00	199,488.24	180,879.00	90%
	TOTAL EXPENSES	735,597.47	601,330.45	802,958.00	595,376.53	234,164.20	74%

2020 CARRY

***Maintenance & Repair**

Accounting - QuickBooks	300.00
Auto Dialer Yrly Software Fee	500.00
Regular Maintenance	15,000.00
UV Spare Parts	10,000.00
Ducking skimmer arm Elec repair	5,000.00
Rock for Road	2,000.00
Chain-link fence repair	4,000.00
Sandblast & paint clarifier #2	
	36,800.00

****Equipment & Replacement**

Replace Pista Grit Cart w/machine work	3,000.00	
Replace wooden doors w/fiberglass	2,500.00	
Rebuild 3 RAS pumps	10,000.00	
Replace lawn mower	6,000.00	X
Sludge Truck	200,000.00	X
FINAL - Parking Lot Lights	-	
	-	
	221,000.00	

OPERATING FUND INCOME AND EXPENSE SUMMARY
7/31/2021

Beginning Balance	303,530.18
Income - Osage Beach	38,290.09
Income - Lake Ozark	7,543.24
Income - Other	-
Income - Waste Haulers' Fees	11,580.00
Interest - Checking	1.59
Income - CD Interest	238.81
Transfers From E/R Fund	-
Transfers to E/R Fund	(10,134.00)
Expenses	(43,051.20)
Ending Fund Balance	307,998.71
Central Bank - NOW Acct.	88,340.55
	-
CD First Bank of the Lake, 11/20/21 #101318432	106,727.34
CD First Bank of the Lake, 7/22/22 #101318433	112,930.82
	-
Outstanding Checks:	-
	307,998.71

EQUIPMENT REPLACEMENT FUND INCOME AND EXPENSE SUMMARY
7/31/2021

Beginning Balance	577,950.14
Interest - Checking	77.80
Income - CD Interest	323.46
Transfers to E/R Fund	10,134.00
Income - Miscellaneous	-
Expenses	(180,979.00)
Ending Fund Balance	407,506.40
First Bank of the Lake - Money Mkt.	28,159.04
CD First Bank of the Lake, 7/30/21 #101318430	109,347.36
CD First Bank of the Lake, 11/07/21 #101318434	270,000.00
	-
	-
Outstanding Checks:	-
	407,506.40

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**OUR
MISSION**

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

**Alliance Water
Resources,
Inc.**

**206 S. Keene
St.
Columbia, MO
65201**

(573)874-8080



REPORT OF OPERATIONS

**LAKE OZARK/OSAGE BEACH
Joint Wastewater Treatment Plant No. 1**

Month of July 2021

Submitted by Alliance Water Resources, Inc. for the

August 2021

Joint Sewer Board Meeting

SUMMARY OF FACILITY OPERATION

The Lake Ozark/Osage Beach Joint WWTP produced superior effluent quality throughout the month and was in full compliance with effluent limitations established in NPDES Permit No.MO-0103241. No leaks, no spills, and no unauthorized releases to waters of the state. No work related lost time accidents have occurred during the month.

Detailed information relating to plant performance and operations is presented as follows.

PLANT EFFLUENT QUALITY

	BOD mg/l	TSS mg/l	pH	E.coli Colonies/100 ml	Coliform	Ammonia as N mg/L	O&G mg/L	Metals Selenium ug/L
Monthly Average	5.9	5.6	N/A	2.3		0.85	< 4.9	< 1.0
Peak Day	14.2	14.4	8.0	40.0		3.90	< 4.9	< 1.0
Percent Removal	97.1	98.2	N/A	N/A		N/A	N/A	N/A

NPDES EFFLUENT LIMITATIONS

	BOD mg/l	TSS mg/l	pH	E.coli Colonies/100 ml	Coliform	Ammonia as N mg/L	O&G mg/L	Metals Selenium ug/ L
Monthly Average	30	30	6-9	126		1.1	10	3.6
Weekly Average	45	45		630				
Daily Max				N/A		6.0	15	9.1

PLANT HYDRAULIC AND ORGANIC LOADING

The average daily influent flow for the month was 1.883 MGD or 63% of Permitted flow with Lake Ozark contributing 15% of the total flow and Osage Beach contributing 85%. Daily influent flow BOD and TSS data is presented in Table A. Daily flow for the month and rainfall are shown in Figure 2. A three-year flow history for each of the two cities is presented in Table B.

Organic loading for the month was 97569 pounds of BOD.

BIOSOLIDS APPLICATION AND INVENTORY

Plant personnel land applied 40 tanker loads of bio-solids during the month equivalent to a total of 144,000 gallons and 47,378 pounds dry weight solids.

121,500 pounds of dry weight solids have been land applied year to date.

Bio-solids inventory in the storage tanks at the end of the month was 540,000 gallons with a level of 5.0 feet in Tank 1 and 7.0 feet in Tank 2.

WASTEHAULERS

The plant received 117 loads of septage during the month totaling 289,000 gallons.

WWTP OPERATIONS

- Decanting digesters and wasting weekly.
- Normal operations.
- We added 5 gallons of nitrifying bacteria in the ditches on the 2nd of July and 40 more gallon on the 9th to reduce the ammonia levels since we couldn't run all the aerators due to all the rain and high flows at the end of June and early July.
- Bo Higgins with AMS was here on the 10th of July and said he could add 600 gallons of his sludge eating bacteria in one of the digesters and reduce the solids by half. We received approval from the JSB, so we added the bacteria on the 13th and he told us we had to run the digester aerators for as long as possible. The aerators ran through Friday the 16th but it didn't work as quick as expected so Bo brought in 600 more gallons at no charge on the 22nd. We ran the aerators through the 26th and it did work a little better this time. We were able to decant around 4ft off the digesters giving us a couple good waste.

WWTP MAINTENANCE AND REPAIR

- Performed routine maintenance throughout the month as per Antero Maintenance Data Management schedule. (New version of Operator 10 Software)

SAFETY

- We conducted our monthly Safety Meeting on Excavation & Trenching, Sewage/Wastewater/Water Line Maintenance & Excavation Competent Person: Excavation Hazard on the 15th of July.

REGULATORY AGENCY, INSPECTION AND REPORTS

- We filled out the new EDMR on the EPA MoGEM website on the 6th of August.
- We received the results for our Annual Acute WET test on the 12th of July and we passed.

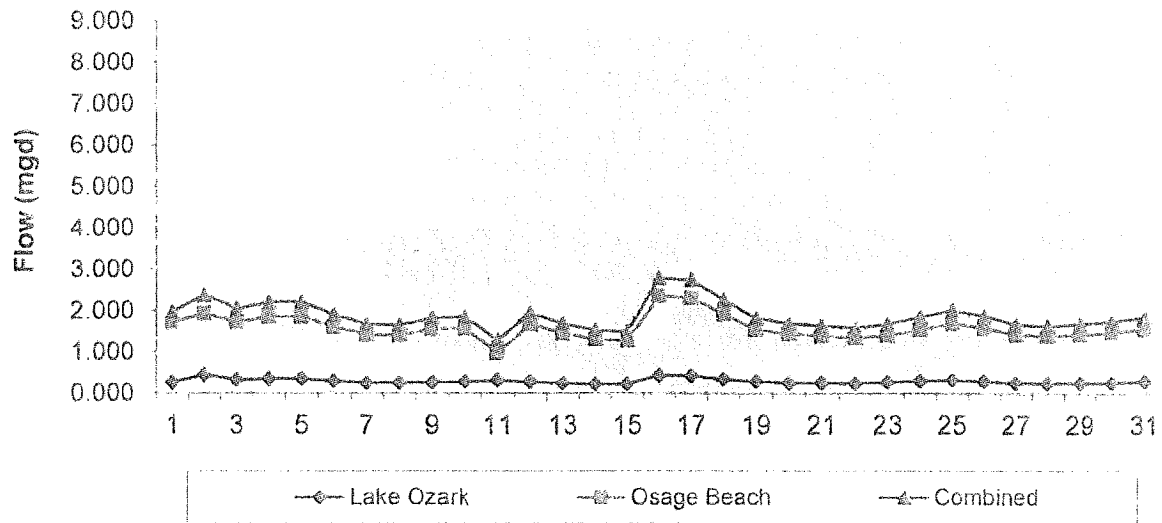
MISCELLANEOUS AND RECOMMENDATIONS

TABLE A
LAKE OZARK/OSAGE BEACH WWTP

MONTH OF July 2021

DATE		FLOW					BOD 5 MG/L			TSS MG/L		
	RAIN FALL IN.	LO mgd	OB mgd	COMB mgd	% LO	% OB	LO mg/l	OB mg/l	COMB mg/l	LO mg/l	OB mg/l	COMB mg/l
1-Jul	0.2	0.252	1.719	1.971	12.8	87.2						
2-Jul	0.8	0.444	1.935	2.379	18.7	81.3	283	235	210	234	238	374
3-Jul	0	0.326	1.720	2.046	15.9	84.1						
4-Jul	0	0.342	1.860	2.202	15.5	84.5						
5-Jul	0	0.345	1.864	2.209	15.6	84.4						
6-Jul	0	0.291	1.615	1.906	15.3	84.7						
7-Jul	0	0.249	1.422	1.671	14.9	85.1						
8-Jul	0	0.242	1.407	1.649	14.7	85.3						
9-Jul	0	0.264	1.563	1.827	14.4	85.6	390	193	198	352	154	270
10-Jul	0.1	0.283	1.583	1.866	15.2	84.8						
11-Jul	0.3	0.315	0.989	1.304	24.2	75.8						
12-Jul	2.25	0.278	1.681	1.959	14.2	85.8						
13-Jul	0	0.237	1.452	1.689	14.0	86.0						
14-Jul	0	0.218	1.315	1.533	14.2	85.8						
15-Jul	0	0.219	1.281	1.500	14.6	85.4	280	188	203	196	194	234
16-Jul	2.5	0.431	2.361	2.792	15.4	84.6						
17-Jul	0.1	0.428	2.319	2.747	15.6	84.4						
18-Jul	0.5	0.340	1.932	2.272	15.0	85.0						
19-Jul	0	0.286	1.547	1.833	15.6	84.4						
20-Jul	0.1	0.246	1.448	1.694	14.5	85.5						
21-Jul	0	0.248	1.395	1.643	15.1	84.9						
22-Jul	0	0.239	1.355	1.594	15.0	85.0						
23-Jul	0	0.275	1.406	1.681	16.4	83.6	1620	193	213	2174	192	372
24-Jul	0	0.304	1.559	1.863	16.3	83.7						
25-Jul	0	0.325	1.705	2.030	16.0	84.0						
26-Jul	0	0.294	1.597	1.891	15.5	84.5						
27-Jul	0	0.242	1.432	1.674	14.5	85.5						
28-Jul	0	0.241	1.398	1.639	14.7	85.3	428	213	178	508	214	266
29-Jul	0	0.251	1.451	1.702	14.7	85.3						
30-Jul	0	0.258	1.495	1.753	14.7	85.3						
31-Jul	0	0.287	1.572	1.859	15.4	84.6						
SUM	6.9	9.000	49.378	58.378								
AVG		0.290	1.593	1.883	15	85	600	204	200	693	198	303
NOTE: BOLD PRINT INDICATES WEEKEND DAYS												

Daily Flow
Figure 1



Effect of Rainfall on Flow
Figure 2

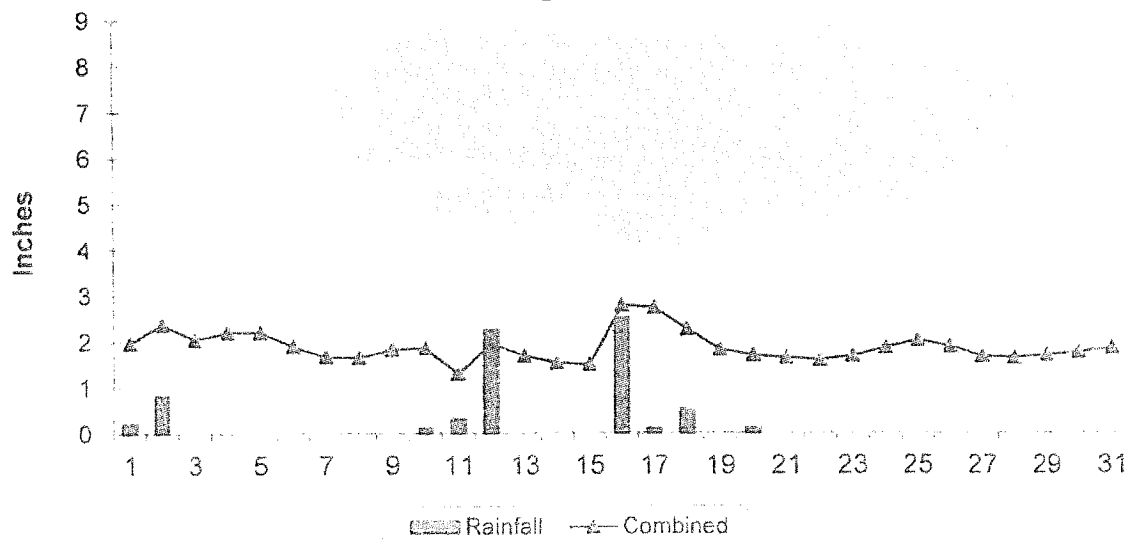


TABLE B
JOINT SEWER BOARD
Monthly Flows

<u>2019</u>	<u>RAINFALL</u>	<u>OSAGE BEACH</u>		<u>LAKE OZARK</u>		<u>TOTAL</u>	<u>%</u>
January	2.1	32,085,000	87%	4,708,000	13%	36,793,000	100%
February	4.4	29,492,000	86%	4,650,000	14%	34,142,000	100%
March	6.3	36,210,000	86%	5,876,000	14%	42,086,000	100%
April	4.1	37,991,000	86%	6,135,000	14%	44,126,000	100%
May	9.9	49,124,000	85%	8,333,000	15%	57,457,000	100%
June	6.0	49,051,000	86%	7,864,000	14%	56,915,000	100%
July	4.8	57,666,000	86%	9,132,000	14%	66,798,000	100%
August	6.0	53,074,000	87%	8,215,000	13%	61,289,000	100%
September	3.5	47,732,000	87%	7,165,000	13%	54,897,000	100%
October	11.1	44,971,000	86%	7,194,000	14%	52,165,000	100%
November	3.5	33,141,000	87%	4,779,000	13%	37,920,000	100%
December	1.8	33,575,000	88%	4,708,000	12%	38,283,000	100%

63.2	504,112,000	86%	78,759,000	13%	582,871,000	100%
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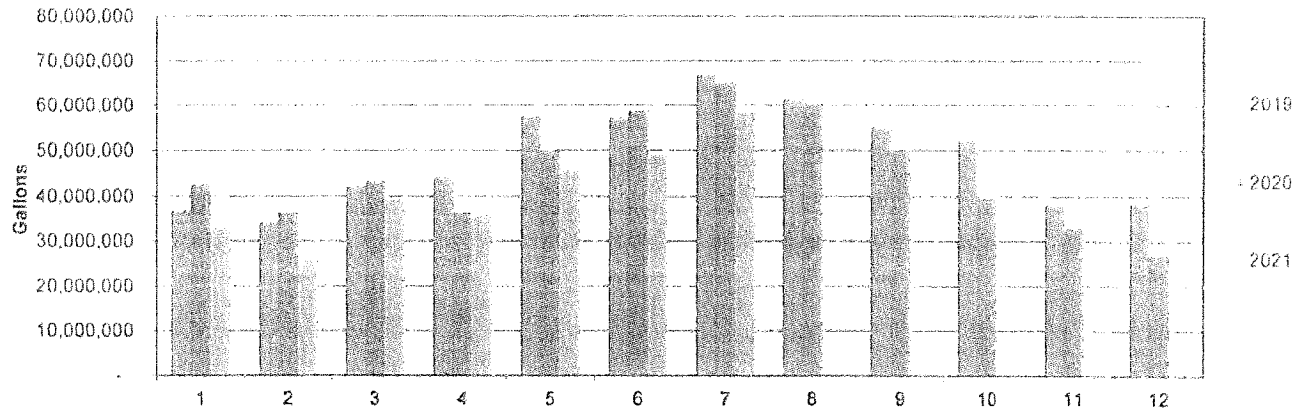
<u>2020</u>	<u>RAINFALL</u>	<u>OSAGE BEACH</u>		<u>LAKE OZARK</u>		<u>TOTAL</u>	<u>%</u>
January	7.7	36,806,000	86%	5,780,000	14%	42,586,000	100%
February	3.6	31,279,000	86%	4,986,000	14%	36,265,000	100%
March	6.1	37,286,000	86%	5,888,000	14%	43,174,000	100%
April	5.2	31,967,000	88%	4,324,000	12%	36,291,000	100%
May	5.3	43,538,000	87%	6,443,000	13%	49,981,000	100%
June	4.8	50,936,000	87%	7,780,000	13%	58,716,000	100%
July	6.9	56,437,000	87%	8,616,000	13%	65,053,000	100%
August	2.3	52,449,000	87%	7,883,000	13%	60,332,000	100%
September	8.4	42,235,000	85%	7,636,000	15%	49,871,000	100%
October	5.4	33,173,000	84%	6,448,000	16%	39,621,000	100%
November	4.3	27,630,000	84%	5,102,000	16%	32,732,000	100%
December	1.3	22,749,000	85%	3,949,000	15%	26,698,000	100%

61.3	466,485,000	86%	74,835,000	14%	541,320,000	100%
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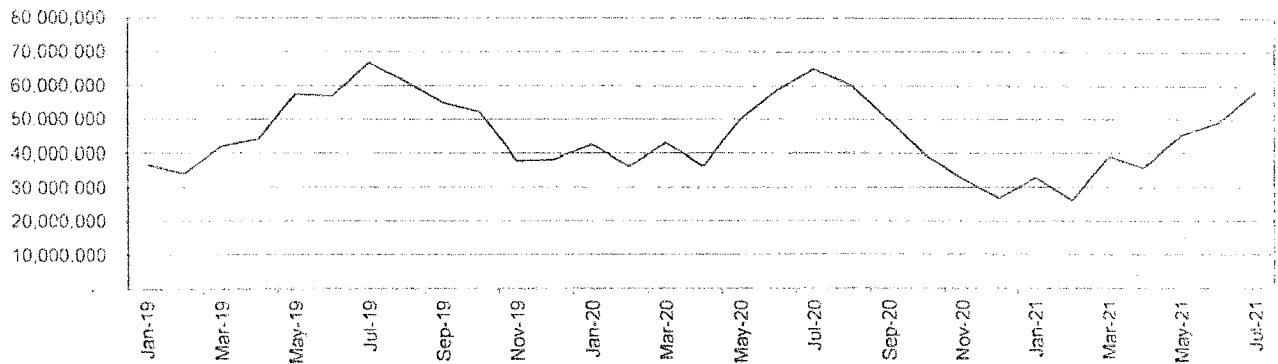
<u>2021</u>	<u>RAINFALL</u>	<u>OSAGE BEACH</u>		<u>LAKE OZARK</u>		<u>TOTAL</u>	<u>%</u>
January	6.0	28,107,000	85%	4,855,000	15%	32,962,000	100%
February	3.0	22,136,000	85%	4,048,000	15%	26,184,000	100%
March	4.0	32,848,000	84%	6,450,000	16%	39,298,000	100%
April	5.2	30,179,000	84%	5,792,000	16%	35,971,000	100%
May	5.2	37,964,000	84%	7,479,000	16%	45,443,000	100%
June	8.0	41,695,000	85%	7,390,000	15%	49,085,000	100%
July	6.9	49,378,000	85%	9,000,000	15%	58,378,000	100%
August							
September							
October							
November							
December							

38.2	242,307,000	84%	45,014,000	16%	287,321,000	100%
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Monthly Influent Flow
Figure 3A

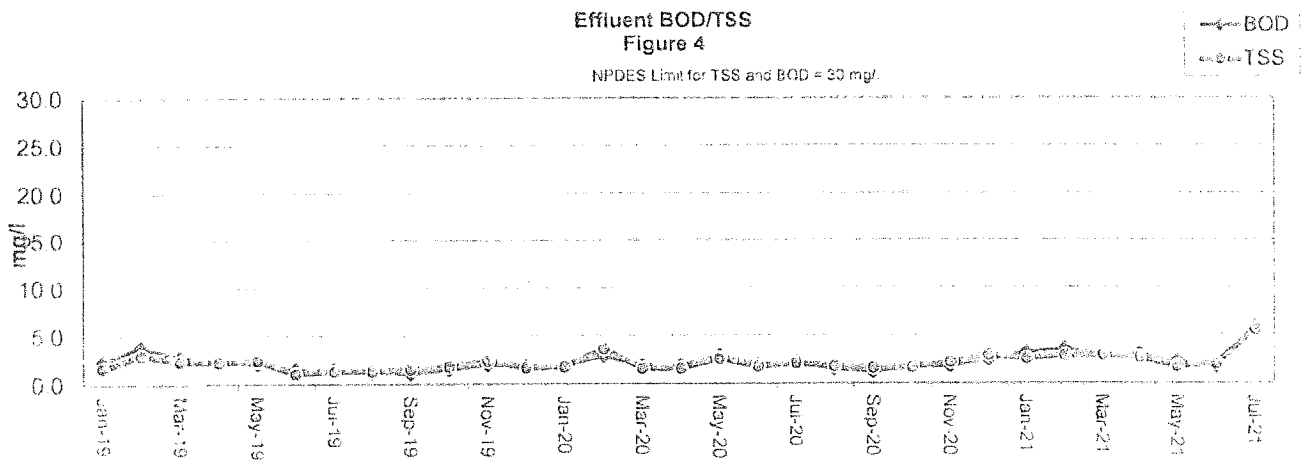


Monthly Influent Flow
Figure 3B



Effluent BOD/TSS
Figure 4

NPDES Limit for TSS and BOD = 30 mg/

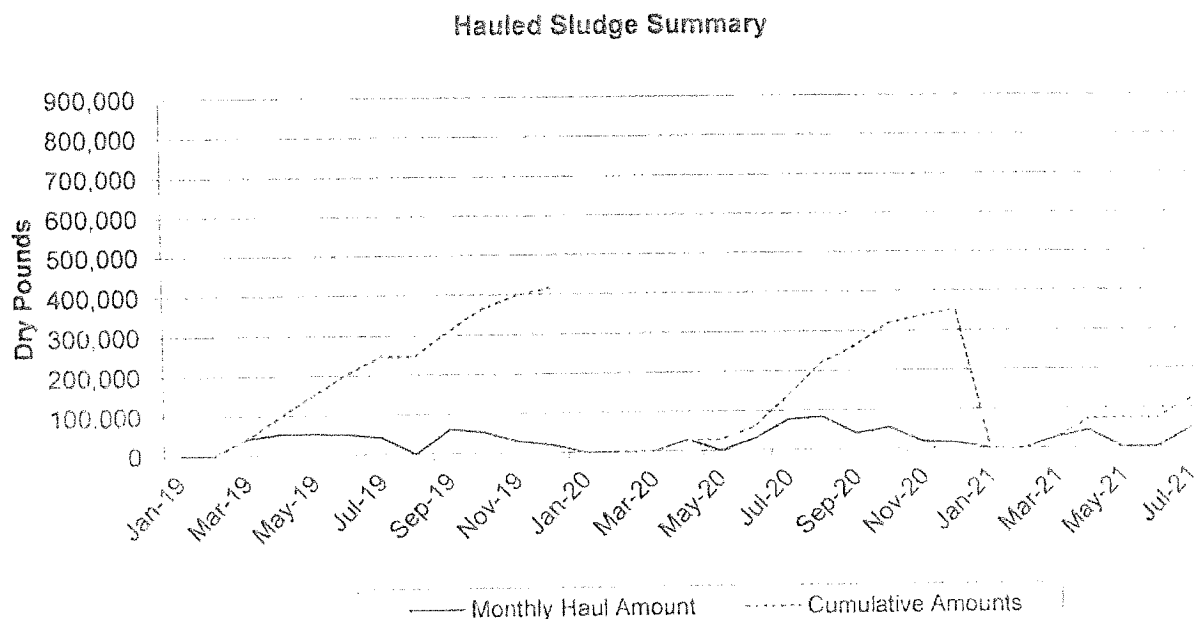
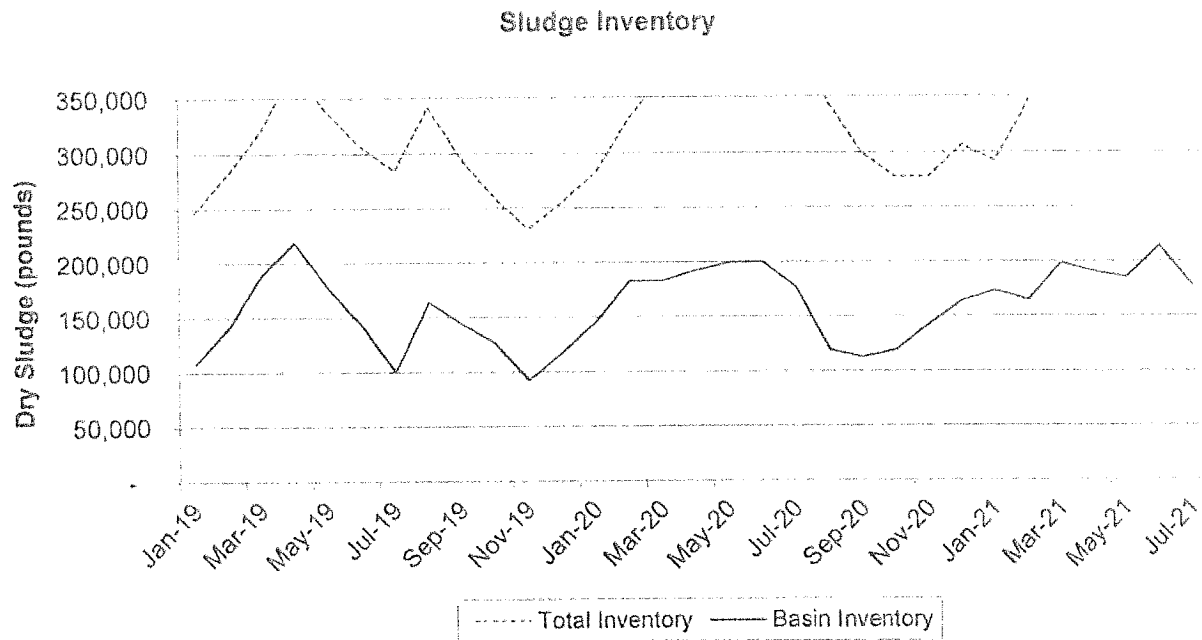


Month	Gallons	Mixed Solids			Annual Cumulative # Dry
		# Dry	% Solids		
Jan-18	0	0	3.4%		
Feb-18	0	0	3.4%		
Mar-18	70	133,200	43.1%	3.9%	43,139
Apr-18	36	144,300	63,940	4.5%	97,079
May-18	40	161,300	54,890	3.6%	151,945
Jun-18	44	152,800	51,872	3.8%	203,817
Jul-18	37	136,500	42,833	3.9%	247,450
Aug-18	0	-	0	3.8%	247,450
Sep-18	56	214,600	67,457	3.5%	309,937
Oct-18	50	185,000	54,742	3.5%	364,679
Nov-18	28	107,300	31,629	3.5%	395,308
Dec-18	17	32,900	20,543	3.9%	416,951
Jan-20	0	-	0	3.9%	
Feb-20	0	-	0	3.9%	
Mar-20	0	-	0	3.9%	
Apr-20	25	92,500	29,215	3.8%	29,315
May-20	0	-	0	3.8%	29,315
Jun-20	25	92,500	31,650	4.1%	60,975
Jul-20	69	259,300	77,258	3.6%	138,243
Aug-20	76	261,200	83,266	3.6%	221,529
Sep-20	38	149,800	41,627	3.5%	263,156
Oct-20	45	166,500	55,299	4.0%	318,454
Nov-20	18	65,600	19,255	3.5%	337,709
Dec-20	11	40,700	14,542	4.4%	352,552
Jan-21	0	-	0	4.4%	
Feb-21	0	-	0	4.4%	
Mar-21	23	85,100	28,883	4.1%	28,883
Apr-21	38	144,300	45,205	3.8%	74,152
May-21	0	-	0	3.8%	74,152
Jun-21	0	-	0	3.8%	74,152
Jul-21	40	144,000	47,378	3.9%	121,530

Basin Depths					# Dry
Tank #1	Tank #2	AB #1	Basin Gallons		
5.0	3.5	0.0	382,500		109,482
6.0	5.0	0.0	485,000		140,352
6.0	7.0	0.0	585,000		189,462
5.5	7.5	0.0	585,000		218,676
8.0	5.0	0.0	585,000		177,036
7.0	3.0	0.0	450,000		143,381
3.0	4.0	0.0	315,000		100,397
9.5	6.0	0.0	517,500		184,005
7.0	4.0	0.0	495,000		144,134
7.5	2.0	0.0	427,500		126,498
3.5	3.5	0.0	315,000		92,853
6.0	2.0	0.0	360,000		118,148
6.0	4.0	0.0	450,000		145,357
8.5	6.0	0.0	562,500		182,959
5.5	7.0	0.0	562,500		182,959
6.0	7.5	0.0	607,500		192,526
6.0	8.0	0.0	630,000		199,660
6.0	7.0	0.0	585,000		200,228
6.0	7.0	0.0	585,000		177,054
5.0	4.0	0.0	405,000		119,953
4.0	4.5	0.0	382,500		113,246
5.0	3.0	0.0	360,000		119,553
5.0	6.0	0.0	495,000		143,111
4.5	5.5	0.0	450,000		164,112
7.0	3.5	0.0	472,500		173,389
5.0	5.0	0.0	450,000		165,132
6.0	7.0	0.0	585,000		198,548
6.0	7.5	0.0	607,500		190,558
6.0	7.0	0.0	585,000		185,398
7.0	8.0	0.0	675,000		213,821
5.0	7.0	0.0	540,000		177,668

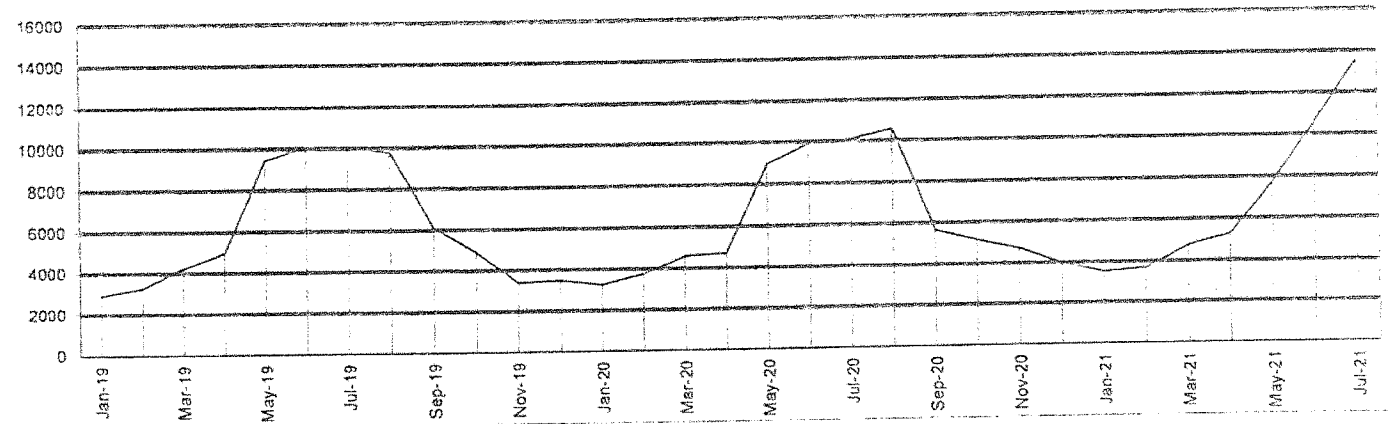
Blanket Depths			MLSS Inventory		Blanket and MLSS Inventory		MLSS		Total Dry
Clarf #1	Clarf #2	Clarf #3	MLSS AB #1	MLSS AB #2	Gallons	# Dry	% Solids	Sludge Inventory	
1.0	1.0	0.0	4,650	4,480	3,635,524	138,412	0.00457	246,874	
1.0	1.0	0.0	4,570	4,740	3,635,524	141,141	0.03495	281,533	
0.5	1.0	0.0	4,780	3,920	3,626,843	131,571	0.03436	321,033	
1.5	0.5	1.0	5,720	4,530	3,678,952	157,248	0.03013	375,923	
3.0	1.5	1.0	5,150	5,160	3,773,357	160,077	0.03516	337,113	
2.0	4.0	1.5	5,610	4,810	3,771,714	163,886	0.03521	307,267	
2.0	3.0	0.5	6,060	5,830	3,710,524	183,973	0.00595	284,370	
5.0	3.0	0.5	5,660	5,680	3,763,810	177,982	0.00567	341,888	
2.0	1.0	* 0	4,460	5,310	3,686,714	150,607	0.00489	294,741	
2.5	3.0	1.0	4,170	4,350	3,741,119	132,916	0.00426	259,414	
3.5	5.0	0.0	4,980	3,850	3,750,977	138,115	0.00442	230,038	
1.0	1.0	0.0	5,090	3,940	3,635,524	136,896	0.00452	255,044	
1.0	1.5	0.0	4,260	4,680	3,644,405	136,015	0.00448	282,392	
3.5	2.0	0.0	5,190	4,380	3,697,691	147,718	0.00479	330,676	
2.0	5.0	1.0	5,760	5,940	3,767,762	183,825	0.00585	356,784	
1.0	1.0	1.0	5,740	5,290	3,678,952	169,214	0.00552	361,742	
1.0	7.0	1.0	6,010	6,110	3,785,524	191,322	0.00006	390,981	
6.0	7.0	0.5	7,050	7,120	3,852,620	227,647	0.00709	427,875	
7.0	7.0	1.0	6,890	7,380	3,892,096	231,603	0.00714	408,656	
6.0	6.0	1.0	6,530	7,400	3,856,572	224,021	0.00897	343,874	
1.0	1.0	0.5	6,000	6,200	3,857,238	186,058	0.0061	299,304	
1.0	1.0	1.0	4,860	5,070	3,678,952	158,015	0.00515	277,578	
1.0	0.0	0.5	4,780	4,080	3,639,476	134,465	0.00443	277,578	
1.0	0.0	0.5	5,020	4,360	3,639,476	142,508	0.0047	336,620	
6.0	0.0	1.0	3,810	3,780	3,750,000	118,689	0.0038	292,077	
5.0	8.0	0.0	5,490	5,750	3,830,906	179,558	0.00562	344,680	
2.0	5.0	0.5	6,830	6,330	3,746,048	205,573	0.00558	404,122	
12.0	5.0	1.0	6,880	5,350	3,945,382	201,375	0.00612	391,957	
13.0	14.0	1.0	6,200	6,330	4,123,002	215,427	0.00627	403,825	
6.0	7.5	2.0	7,117	7,276	3,926,643	234,903	0.00717	448,824	
7.0	12.0	3.0	8,386	8,073	4,057,762	279,340	0.00823	457,007	

Accepted Septage	
Loads	Gallons
18	46,500
31	79,500
9	21,500
20	61,500
12	25,500
19	47,500
36	84,000
29	72,500
22	55,000
40	97,000
15	36,000
14	32,000
16	34,100
23	57,000
26	64,500
36	107,000
30	83,000
0	18,000
88	208,000
67	158,000
45	104,500
16	32,000
16	36,000
33	69,000
83	205,500
28	69,500
32	70,000
22	52,000
46	128,500
63	151,500
117	289,000

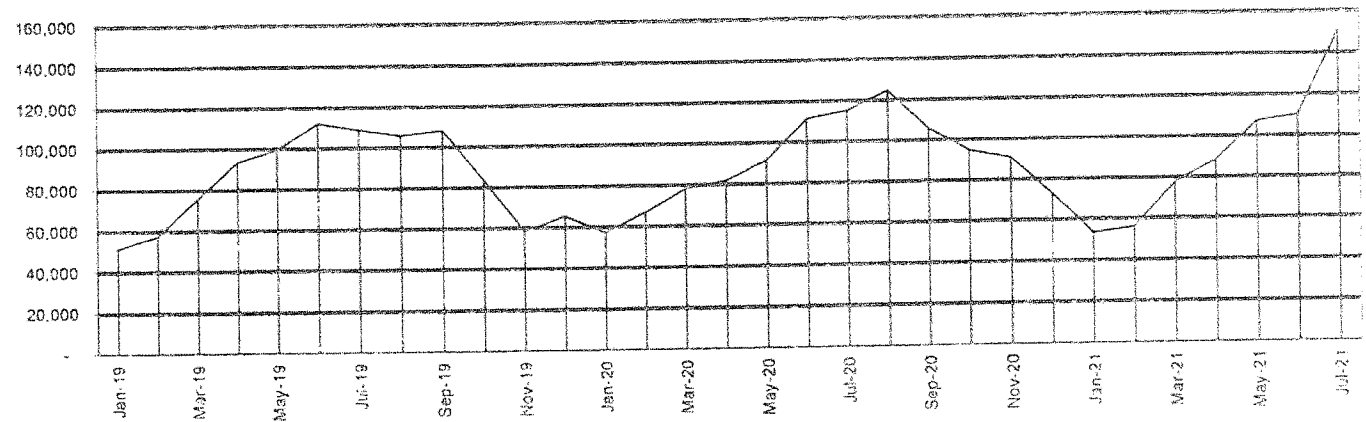


	Electric Cost	Kilowatts Used
Jan-19	2926	51,490
Feb-19	3295	57,450
Mar-19	4251	75,830
Apr-19	5014	93,570
May-19	9452	99,330
Jun-19	10074	112,400
Jul-19	10066	109,190
Aug-19	9784	106,020
Sep-19	6115	108,680
Oct-19	4920	83,790
Nov-19	3390	58,410
Dec-19	3482	65,660
Jan-20	3259	57,250
Feb-20	3760	66,830
Mar-20	4637	78,070
Apr-20	4741	81,780
May-20	8962	91,550
Jun-20	9959	111,680
Jul-20	10100	115,300
Aug-20	10619	124,800
Sep-20	5669	106,220
Oct-20	5155	94,870
Nov-20	4734	90,890
Dec-20	4009	73,020
Jan-21	3524	53,730
Feb-21	3696	56,370
Mar-21	4776	77,720
Apr-21	5281	88,390
May-21	7727	107,320
Jun-21	10610	110,130
Jul-21	13533	150,740

Electric Cost



Kilowatts Used





MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
 Discharge Monitoring Report For Municipal Wastewater Treatment Plants

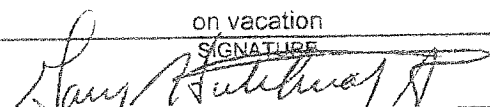
NAME OF FACILITY					LOCATION ADDRESS & CITY							COUNTY/REGION		
Lake of the Ozarks Regional WWTP #1					#3 Anderson Road							Miller/SWRO		
MONTH/YEAR		PERMIT NUMBER			OUTFALL NUMBER		TYPE TREATMENT FACILITY							
Jul-21		MO-0103241			#001		Oxidation Ditch/UV/Sludge Holding-sludge is land applied							
INFLUENT					EFFLUENT								% Removal	
DATE	pH UNITS	BOD mg/L	TSS mg/L	TEMP °C	FLOW MGD	pH UNITS	BOD mg/L	TSS mg/L	Ammonia as N mg/l	DO mg/L	E. coli COLFRM #/100 ML	TEMP °C	BOD mg/L	TSS mg/L
1	7.2			22.3	2.494	8.0				8.0	< 20	23.5		
2	7.3	210	374	23.1	2.851	8.2	14.2	14.4		8.2		23.9	93.2	96.1
3	7.5			22.9	2.384	8.0			3.9	8.1		23.7		
4	7.5			23.2	2.668	7.8				8.1		24.1		
5	7.6			22.7	2.581	7.9				8.1		23.5		
6	7.0			23.0	2.280	7.8				7.9	40	23.7		
7	7.2			23.3	2.056	7.7				8.0		24.4		
8	6.9			22.9	1.890	7.8				7.9		24.5		
9	7.3	198	270	24.3	2.120	7.6	9.1	7.6		7.9		25.6	95.4	97.2
10	7.4			23.2	2.230	8.0			0.08	8.0		24.7		
11	7.2			23.1	1.640	7.7				8.0		24.4		
12	7.0			22.5	2.392	7.6				8.1		23.8		
13	7.3			23.0	2.036	7.5				8.1	< 20	24.0		
14	7.1			23.3	1.870	7.6				8.0		24.5		
15	7.2	203	234	23.9	1.500	7.6	2.3	1.9	0.08	8.0		25.0	98.9	99.2
16	7.4			23.2	3.179	7.6				8.0		24.0		
17	7.8			24.2	3.249	7.8				8.0		24.2		
18	7.7			23.0	2.705	7.9				8.1		23.9		
19	7.3			22.6	2.216	8.0				8.1		23.7		
20	7.3			23.1	2.064	7.9			0.01	8.0	< 20	24.3		
21	7.1			22.9	2.013	7.5				8.1		24.2		
22	7.6			22.9	1.944	7.8				8.1		24.3		
23	7.6	213	372	24.6	1.993	7.6	2.7	2.4		8.0		25.5	98.7	99.4
24	7.5			24.3	2.216	7.7				8.1		25.7		
25	7.5			24.7	2.377	7.7				8.0		25.8		
26	7.5			23.5	2.208	7.9				8.1	< 20	25.1		
27	7.6			23.7	2.017	8.0			0.19	8.0		25.2		
28	7.9	178	266	25.5	1.970	7.9	1.0	1.8		7.8		26.5	99.4	99.3
29	7.7			25.9	2.065	8.0				7.7		26.9		
30	7.8			26.5	2.105	7.9				7.7		27.6		
31	7.9			25.7	2.198	8.0				7.7		26.9		
Total					69.511									
Avg		200	303	24	2.242		5.9	5.6	0.85	8.0	2.3	24.7	97.1	98.2
Min	6.9	178	234	22	1.500	7.5	1.0	1.8	0.01	7.7	< 20	23.5	93.2	96.1
Max	7.9	213	374	27	3.249	8.2	14.2	14.4	3.90	8.2	40.0	27.6	99.4	99.4

MONTHLY MONITORING					QUARTERLY MONITORING					
DATE	Oil & Grease mg/L	Selenium µg/L	SM1 Hardness mg/L	SM2 Hardness mg/L	Phosphorus mg/l	SM1 Phosphorus mg/L	T. Nitrogen mg/L	SM1 T. Nitrogen mg/L	TR. Cadmium ug/l	TR. Copper µg/L
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14	< 4.9	< 1.0	279	348	< 0.10	< 0.10	3.0	< 0.10	< 5.0	< 10.0
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
Total	< 4.9	< 1.0	279	348	< 0.10	< 0.10	3.0	< 0.10	< 5.0	< 10.0
Avg	< 4.9	< 1.0	279	348	< 0.10	< 0.10	3.0	< 0.10	< 5.0	< 10.0
Min	< 4.9	< 1.0	279	348	< 0.10	< 0.10	3.0	< 0.10	< 5.0	< 10.0
Max	< 4.9	< 1.0	279	348	< 0.10	< 0.10	3.0	< 0.10	< 5.0	< 10.0

OPERATIONAL CONTROLS/LABORATORY TEST REQUIRED FOR "ACTIVATED SLUDGE" PROCESSES

DATE	SLUDGE DISP. LBS. DRY WEIGHT	#1 Aeration Basin, O-Ditch, Etc.				#2 Aeration Basin, O-Ditch, Etc.				*Weather Conditions		
		MIXED LIQUOR				MIXED LIQUOR				Outside	*RAIN Inches	Time
		* DO	** MLSS	*Settleability		* DO	** MLSS	*Settleability		* Ambient		
		mg/l	mg/l	*30 min ml	Temp ° C	mg/l	mg/l	*30 min ml	Temp ° C	Temp ° F		
1		0.5	7,710	940	23.4	0.4	7,730	940	23.4	72	0.2	7:30
2		0.5	6,300	900	23.9	0.4	6,820	930	23.7	69	0.8	7:30
3		0.3	6,890	930	23.9	0.3	7,260	940	23.9	70	0	7:30
4		0.3	6,570	920	23.9	0.2	7,290	950	23.9	66	0	7:30
5		0.2	6,710	920	23.5	0.4	8,050	950	23.3	66	0	7:30
6		0.6	6,910	910	23.9	0.4	8,490	920	24.0	69	0	7:30
7		0.7	7,070	940	24.2	0.3	9,410	960	24.0	70	0	7:30
8		0.7	8,150	940	24.1	0.6	7,730	930	24.2	74	0	7:30
9		0.9	9,090	960	25.4	0.9	7,710	910	25.0	69	0	7:30
10		0.9	8,910	950	24.3	0.9	7,430	940	24.3	73	0.1	7:30
11		0.3	8,910	960	24.3	0.3	8,220	940	24.3	70	0.3	7:30
12		0.4	8,270	950	23.7	0.5	7,910	950	23.6	69	2.25	7:30
13		0.9	8,500	940	23.9	0.9	8,950	940	22.8	70	0	7:30
14		0.9	8,970	950	24.5	1.2	7,550	940	24.4	70	0	7:30
15		0.8	9,910	950	25.0	1.0	8,050	900	24.7	77	0	7:30
16		0.2	7,910	940	24.1	0.3	8,580	960	23.9	70	2.5	7:30
17		0.2	7,340	930	24.1	0.2	8,050	940	24.0	72	0.1	7:30
18		0.6	8,260	950	23.9	0.4	9,100	970	24.0	70	0.5	7:30
19		0.5	8,320	950	23.7	0.5	7,510	940	23.6	69	0	7:30
20		0.6	8,490	950	24.5	0.6	8,630	950	24.1	68	0.1	7:30
21		0.4	8,800	950	24.2	0.5	8,200	960	24.2	68	0	7:30
22		0.4	9,080	970	24.3	0.5	8,170	940	24.3	68	0	7:30
23		0.6	9,390	960	25.5	0.8	7,710	920	25.3	72	0	7:30
24		0.6	8,980	960	25.3	0.9	7,870	940	25.3	75	0	7:30
25		0.6	9,040	960	25.6	0.8	7,700	910	25.7	76	0	7:30
26		0.6	8,890	960	25.2	0.7	8,810	940	24.9	72	0	7:30
27	6,845	0.6	8,910	920	25.1	0.7	8,510	930	24.9	71	0	7:30
28	15,183	0.6	10,110	960	26.5	0.8	8,380	940	26.3	75	0	7:30
29	7,026	0.6	9,330	960	25.9	0.9	8,140	950	25.8	74	0	7:30
30	11,709	0.5	9,360	960	27.5	0.5	8,220	940	27.1	80	0	7:30
31	6,665	0.6	9,190	950	26.6	0.5	8,110	940	26.4	77	0	7:30

COMMENTS:

TESTS PERFORMED BY (PRINT)	SIGNATURE	PHONE #	DATE
John Hornback	on vacation	(573)365-0455	
REPORT APPROVED BY (PRINT)	SIGNATURE	PHONE #	DATE
Gary Hutchcraft		(573)365-0455	8/5/2021

*Required Daily (Monday - Friday)

**Required 1/week

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0103241	001A
Monitoring Period	
7/1/21	7/31/21
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements			Unit
BOD, 5-day, 20 deg. C	*****	14.2	5.9	mg/L	*****	*****	*****	
Mon. Location.: End of Pipe	*****;*****	Weekly Avg.:45	Monthly Avg.:30		*****;*****	*****;*****		
Sample Type: 24 Hour Composite								
Frequency: Weekly								
Flow, in conduit or thru treatment plant	*****	*****	*****	*****	3.249	2.242	Mgal d	
Mon. Location.: End of Pipe	*****;*****	*****;*****	*****;*****		Daily Max.:Monitoring Required	Monthly Avg.:Monitoring Required		
Sample Type: Total Measured								
Frequency: Daily								
pH	7.5	*****	8.2	SU	*****	*****	*****	
Mon. Location.: End of Pipe	Minimum:6.5	*****;*****	Maximum:9.0		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Weekly								
Total Suspended Solids (TSS)	*****	14.4	5.6	mg/L	*****	*****	*****	
Mon. Location.: End of Pipe	*****;*****	Weekly Avg.:45	Monthly Avg.:30		*****;*****	*****;*****		
Sample Type: 24 Hour Composite								
Frequency: Weekly								
Nitrogen, ammonia total (as N)	3.9	*****	0.85	mg/L	*****	*****	*****	
Mon. Location.: End of Pipe	Daily Max.:6.0	*****;*****	Monthly Avg.:1.1		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Weekly								
Oil and grease (soxhlet extr.) tot.	<4.9	*****	<4.9	mg/L	*****	*****	*****	
Mon. Location.: End of Pipe	Daily Max.:15	*****;*****	Monthly Avg.:10		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Monthly								
Escherichia coli (E. coli)	*****	40	2.3	#/100mL	*****	*****	*****	
Mon. Location.: End of Pipe	*****;*****	7 Day Geo.:630	30 Day Geo. Mean:126		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Weekly								
Selenium (Se), total recoverable	<1.0	*****	<1.0	ug/L	*****	*****	*****	
Mon. Location.: End of Pipe	Daily Max.:9.1	*****;*****	Monthly Avg.:3.6		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Monthly								

Lake of the Ozarks Regional
 WWTP 1
 #3 Anderson Road
 LAKE OZARK, MO, Miller

State of Missouri
 Department of Natural Resources
 National Pollutant Discharge Elimination System (NPDES)
 Discharge Monitoring Report (DMR)

Central Field Operations
 P O Box 176
 Jefferson City, MO, 65102

BOD, 5-day, percent removal			93.2	%			
Mon. Location: End of Pipe			Monthly Avg. Min.:85				
Sample Type: Calculated							
Frequency: Monthly							
Suspended Solids, percent removal			96.1	%			
Mon. Location: End of Pipe			Monthly Avg. Min.:85				
Sample Type: Calculated							
Frequency: Monthly							

Comments:

Lake of the Ozarks Regional
 WWTP 1
 #3 Anderson Road
 LAKE OZARK, MO, Miller

State of Missouri
 Department of Natural Resources
 National Pollutant Discharge Elimination System (NPDES)
 Discharge Monitoring Report (DMR)

Central Field Operations
 P O Box 176
 Jefferson City, MO, 65102

Permit Number	Outfall Number
MO0103241	SM2A
Monitoring Period	
7/1/21	7/31/21
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements			Unit
Hardness, total (as CaCO3)	348	*****	348	mg/l.	*****	*****	*****	*****
Mon. Location.: Instream Monitoring	Daily Max.: Monitoring Required	*****	Monthly Avg.: Monitoring Required		*****	*****		
Sample Type: Grab								
Frequency: Monthly								
Comments:								

Lake of the Ozarks Regional
WWTP 1
#3 Anderson Road
LAKE OZARK, MO, Miller

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Central Field Operations
P O Box 176
Jefferson City, MO, 65102

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

eSignature Gary Hutchcraft	Submission Date August 6, 2021	User Phone Number (573)365-0455
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State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0103241	001Q
Monitoring Period	
7/1/21	9/30/21
NOBI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements			Unit
Oil and grease	<4.9	*****	<4.9	mg/L	*****	*****	*****	
Mon. Location: End of Pipe	Daily Max.:15	*****;*****	Monthly Avg.:10		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Quarterly								
Cadmium, total recoverable	<5.0	*****	<5.0	ug/L	*****	*****	*****	
Mon. Location: End of Pipe	Daily Max.:Monitoring Required	*****;*****	Monthly Avg.:Monitoring Required		*****;*****	*****;*****		
Sample Type: 24 Hour Composite								
Frequency: Quarterly								
Selenium (Se), total recoverable	<1.0	*****	<1.0	ug/L	*****	*****	*****	
Mon. Location: End of Pipe	Daily Max.:Monitoring Required	*****;*****	Monthly Avg.:Monitoring Required		*****;*****	*****;*****		
Sample Type: 24 Hour Composite								
Frequency: Quarterly								
Hardness, total (as CaCO3)	348	*****	348	mg/L	*****	*****	*****	
Mon. Location: End of Pipe	Daily Max.:Monitoring Required	*****;*****	Monthly Avg.:Monitoring Required		*****;*****	*****;*****		
Sample Type: Grab								
Frequency: Quarterly								
Comments:								

Lake of the Ozarks Regional
WWTP 1
#3 Anderson Road
LAKE OZARK, MO, Miller

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Central Field Operations
P O Box 176
Jefferson City, MO, 65102

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eSignature Gary Hutchcraft	Submission Date August 6, 2021	User Phone Number (573)365-0455
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Lake of the Ozarks Regional
WWT# 1
#3 Anderson Road
LAKE OZARK, MO, Miller

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Central Field Operations
P O Box 178
Jefferson City, MO, 65102

Permit Number	Outfall Number
MO0103241	001WA
Monitoring Period	
1/1/21	12/31/21
NODI:	*****

Parameters	Reporting Requirements		Unit	Reporting Requirements		Unit
Toxicity, ceriodaphnia acute	1.0	*****	toxic	*****	*****	*****
Mon. Location.: End of Pipe	Daily	*****		*****	*****	
Sample Type: 24 Hour Composite	Max.:Monitoring					
Frequency: Annual	Required					
Toxicity, pimephales acute	1.0	*****	toxic	*****	*****	*****
Mon. Location.: End of Pipe	Daily	*****		*****	*****	
Sample Type: 24 Hour Composite	Max.:Monitoring					
Frequency: Annual	Required					

Comments:

Lake of the Ozarks Regional
WWTP 1
#3 Anderson Road
LAKE OZARK, MO, Miller

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

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P O Box 176
Jefferson City, MO, 65102

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

eSignature Gary Hutchcraft	Submission Date August 6, 2021	User Phone Number (573)365-0455
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Journal Pre-proof

[illegible]

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this 20th day of July, 2021 by and between the Joint Sewer Board of Lake Ozark and Osage Beach (hereinafter referred to as "Board"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the Agreement for Professional Operations of the Lake Ozark and Osage Beach Wastewater Treatment Facilities ("Agreement") dated December 12, 2018 between the Board and Alliance and all subsequent amendments.

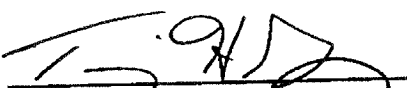
The Agreement is modified to replace Section V as follows. Items modified are shown in bold text.

Term: Services under this Agreement shall ~~commence on January 1, 2019~~ **and end on December 31, 2024**, unless the Agreement is extended or terminated as hereinafter provided, however, since the Board cannot obligate more than one (1) year's budget at a time, this Agreement is terminable each December 31 date during this term and must be renegotiated annually with written documentation given Alliance by the Board no later than July 31, of each year during this three-year period.

All other terms remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Authorized Signature



President
Alliance Water Resources

7/23/2021
Date

Witness:



Secretary

Authorized Signature

Board Chairman
Joint Sewer Board of Lake Ozark
and Osage Beach

Date

Witness:

Secretary

AGREEMENT FOR CONTRACT OPERATIONS

OF THE

LAKE OZARK AND OSAGE BEACH WASTEWATER TREATMENT FACILITIES

This AGREEMENT, made and entered into this 12th day of DECEMBER, 2018
by and between:

The City of Lake Ozark and City of Osage Beach municipal corporations in the Counties of Miller and Camden, State of Missouri, (hereinafter "Cities"), acting through their Joint Sewer Board, (hereinafter "Board") and Alliance Water Resources, Inc., (hereinafter "Alliance") a Missouri corporation with its principal place of business at 206 South Keene St., Columbia, Missouri, agree to the following:

WHEREAS: The Cities own wastewater treatment facilities, (hereinafter "Facilities"); and

WHEREAS: The Board desires to contract with Alliance to provide operation, maintenance and management services for the Facilities, all as more specifically set forth herein below; and

WHEREAS: Alliance desires to provide the services to the Board, subject to the terms and conditions contained herein below; and

WHEREAS: The Board has the authority under the laws of the State of Missouri to enter into a service contract for the operations and maintenance of said Facilities;

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, parties hereto agree as follows:

I. PURPOSE

The Board agrees to engage Alliance as an independent contractor to operate and maintain the Facilities during the term of this Agreement.

II. SCOPE OF SERVICES

Performance: Alliance will perform all services necessary for the proper and satisfactory operation and maintenance of the Facilities in full compliance with all legal requirements. Alliance will use accepted operating and maintenance procedures and standard applicable engineering principles during the term of this Agreement. Alliance will keep the Board apprised of changes and proposed changes in Federal, State, and Local laws, rules, and regulations and inform the Board of needed changes to insure compliance.

Wastewater Treatment Plant: Alliance shall operate, maintain, and manage the Facilities so that the water discharge meets or exceeds the wastewater quality requirements established by all

appropriate federal, state, and local regulatory entities depending only upon the conditions set forth in the Effluent Quality paragraph.

Project Management and Staffing: Alliance shall regularly staff the Facilities with three employees experienced and qualified in management, administrative and technical areas of wastewater treatment, process control and wastewater laboratory analysis. Alliance will provide a certified operator on site with a minimum Missouri Class "A" certification in wastewater. In the event the "A" operator position needs to be replaced, Alliance will provide a satisfactorily licensed operator to satisfy MDNR requirements. Said person shall be on-site a minimum of forty (40) hours per week, during regular business hours, throughout the life of this Agreement, except for excused absence, including training, sick leave, vacation, or other leave periods. Facilities operations staff provided shall have or be working toward the required operator licenses. The Board reserves the right to require the removal by Alliance of any employee the Board believes necessary in order to protect the interests of the Board. However, such removal shall not violate applicable State and Federal laws or regulations.

Project Support: Alliance shall provide on-call backup expertise in process control and management and maintenance applications to ensure compliance with this Agreement. This on-call support will have a 30 minute response time target, not to exceed 60 minutes. This support shall not constitute a claim for additional compensation for Alliance.

Maintenance Management: Alliance shall institute a comprehensive preventive maintenance program for all equipment and property assigned to Alliance by the Board through this Agreement. Records maintained by Alliance for the Facilities shall include a history of maintenance for each item of equipment, spare parts inventory, and schedule of programmed maintenance.

Information Systems: Alliance will install and update as needed computer software proven to be effective in management of scheduled and preventive maintenance, process control, energy management, and industrial waste monitoring. Alliance will be trained in the use of these computer systems and processes. All records will be available for review by a designated board representative.

Effluent Quality: Alliance shall operate and maintain the Facilities in such manner that the effluent quality is maintained at all times at a level equal to, or better than, the requirements established by the U.S. Environmental Protection Agency (USEPA), and the Missouri Department of Natural Resources (MoDNR). Alliance will guarantee effluent quality up to design flows and loadings. (See Appendix A.) Subject to terms and conditions on Appendix A.

Fines, Penalties, and Assessments: Alliance shall be responsible and liable for, and shall indemnify and hold harmless the Board against, penalties or fines without dollar limit which may be imposed by the USEPA, MoDNR, or any other regulatory agency having jurisdiction for any effluent quality violations which result due to problems associated with lack of adequate process control or improper operations of the Facilities resulting from Alliance negligence. Additionally,

Alliance shall pay a penalty to the Board equal to two percent (2%) of the total annual contract amount for each month the Facilities fail to meet the requirements of the NPDES permit. Alliance shall not be liable and shall have no duty to indemnify or hold harmless the Board if it can justify by appropriate documentation and evidence that the effluent quality violations occurred as a result of the causes cited in Appendix A.

Alliance shall also be responsible for fines or penalties without any dollar limit imposed by USEPA, MoDNR, or any other regulatory agency having jurisdiction, for failure to comply with the term and conditions of any duly authorized permit, court order, administrative order, law statute, ordinance, etc., for reasons resulting from Alliance's negligence during the period of this Agreement.

Corrective Action: In the event that the effluent quality is not in compliance with the effluent requirements of the NPDES permit, Alliance will submit a report to the Board outlining the proposed corrective action and a schedule thereof. ""

Should the NPDES permit requirements change during the Agreement period, Alliance shall meet the new requirements, provided the existing equipment and/or process is capable of meeting the new requirements. In the event Alliance questions the ability of the existing equipment and/or process to meet the new requirements, the Board may have a qualified engineering firm certify whether or not the Facilities have adequate capability.

Sludge Management and Sludge Disposal: Alliance shall be responsible for handling and disposing of treatment sludge in a manner consistent with existing USEPA and MoDNR - regulations.

Septic Sludge Disposal: Alliance shall allow licensed (Board approved) septic tank hauling contractors to dump septic sludge into the Facilities at the designated area provided all of the following are true: Such wastes are free from organic or inorganic toxic substances (either biologically toxic, or otherwise), which cannot be treated, removed, and reduced to a non-toxic state at the Facilities; such waste do not contain any substances, the discharge of which into the receiving stream would violate any Federal, Interstate, State, or Board rules, requirements, standards, or regulations; and amounts of BOD and suspended solids contained in such waste do not exceed the design loading of the Facilities. All fees applicable to the septic sludge dumping shall be billed and collected by Alliance and transferred to the Board. All septic sludge hauling contractors requesting approval for dumping sludge at the Facilities shall be subject to approval by the Board. Alliance has the right to refuse any septic materials which do not meet Board criteria. Schedule of Septic Sludge Dumping shall be presented to the Board as part of the Annual Budget Process.

Handling and Disposal of Contaminated Sludge: If the influent contains abnormal or biologically toxic substances, the sludge from such influent shall be deemed contaminated. Alliance shall make every effort to isolate such contaminated sludge consistent with current USEPA and MoDNR guidelines. The Board shall reimburse Alliance for overtime and costs directly related to the disposal of the contaminated sludge plus a 10% administrative fee.

If any sludge from the Facilities is classified as hazardous waste as defined by USEPA in the federal regulation, 40 CFR 251 subpart C, which means that the regulatory agencies require the sludge to be transported to a designated hazardous waste landfill, Alliance shall notify the Board and request permission to transport the sludge to a designated landfill. The Board shall reimburse Alliance for the cost of overtime, transport, landfill fees, and any other out-of-pocket costs associated with the handling and disposal of the sludge.

Testing: Alliance shall sample and perform the appropriate influent, effluent, stream, and sludge testing as outlined in the Board's wastewater and land application permits. Should the scope or frequency of testing change due to the requirements of these permits, or to any regulatory or administrative action, Alliance's compensation shall be adjusted upward or downward to reflect the change in its costs.

Laboratory Analysis: Alliance shall perform the necessary testing and laboratory analysis as required by the Board's current wastewater and land application permits as well as for process control. Alliance shall prepare the all state permit monitoring and operation reports and submit them to MoDNR with copies to the Board.

Reporting: Alliance shall submit to the Board 6 days prior to regular scheduled Board Meeting, a report showing the results of all testing done on the Facilities, a description of all maintenance activities, and a copy of the operator's log for the previous month. The report shall include all data required by the NPDES permit. Alliance shall include a report of all required daily, weekly, and monthly maintenance, and specify whether or not all maintenance was or was not performed. If maintenance was not performed as required, an explanation must be provided in writing to the Board.

Reports shall include, but not be limited to, the following:

- A report showing all discharge tests and stating whether or not those parameters are being met.
- A monthly flow report showing daily and monthly flows for both cities separately.
- A monthly sludge report showing any test results and areas where sludge has been released, and whether or not the owner of the area has signed a release allowing sludge to be distributed.
- Annual cost of operation report.

Records of Operation: Alliance shall maintain necessary and sufficient records of operation and maintenance activities to meet local, state, and federal requirements under the NPDES and land application permits. These records will be the property of the Board. Alliance will maintain these records at the designated office site, available for use by the authorized personnel. Alliance will be responsible for representing the Board with regards to daily operation and maintenance matters and other matters as deemed appropriate by the Board to the relevant regulatory agencies and the Board will be informed of all meetings, hearings, and pertinent information and will be entitled to participate in any of the above.

Safety: Alliance shall administer a site-specific safety program to include training record keeping, and safety meetings, all in conformance with the Board safety program, OSHA regulations, and any requirements of the State of Missouri, or any other Federal Agency with jurisdiction.

Training: Alliance shall implement an ongoing training program with classroom and hands-on training for all personnel. Training will include, but not be limited to safety, facilities operation, vehicle operations, laboratory operations, and maintenance.

Alliance's Insurance Requirements: Alliance shall maintain the following insurance during the term of the Agreement:

Contractor will provide applicable insurance requirements as follows:

Workmen's Compensation -Statutory	100,000/occurrence
Comprehensive General Liability (Bodily)	1,000,000/occurrence
Comprehensive General Liability (Property)	1,000,000/occurrence
Comprehensive Auto Liability (Bodily)	1,000,000/occurrence
Comprehensive Auto Liability (Property)	1,000,000/occurrence

The above policies will contain a Waiver of Subrogation in favor of the Board

Alliance shall furnish the Board with a Certificate of such insurance, and each policy shall require a 30-day notice of cancellation or material change to be given to the Board while this Agreement is in effect. These policies will be in effect at the time Alliance and the Board execute this Agreement.

Odor: Alliance shall operate the Facilities and program to minimize the generation of odors through an ongoing odor control program and deal in a concerned, professional manner with any individuals or community groups concerned with odors.

Capital Budget Submission: Alliance shall be knowledgeable about the Board's capital expenditure program for the Facilities. During the budget process Alliance shall submit a recommendation of capital improvements Alliance believes necessary to upgrade the Facilities covered under this Agreement, however, implementation of these recommendations by the Board is not a condition of Alliance's performance under this Agreement. Annually thereafter, prior to a date selected by the Board, Alliance shall submit its recommendations regarding additions to or deletions from the Board's scheduled program. Alliance will submit a detailed rationale for any changes or additions, and preliminary cost estimates. Review and approval of these capital expenditures shall remain the authority of the Board.

Inventory: By February 28th of each year during this contract, Alliance shall submit an inventory of the equipment, tools, materials, consumables and expendable supplies, and spare parts at the Facility. At the termination of this Agreement, Alliance shall pay the Board in the event that the inventory of these items is less at the time of termination than the initial inventory. Alliance agrees to maintain an adequate spare part inventory for proper maintenance and repair of the Facilities.

Any purchase of equipment, tools, materials, supplies, spare parts, or capital improvements shall upon the purchase thereof become the sole and absolute property of the Board subject to only the

terms of this Agreement. At the termination of the Agreement, all said items shall be turned over to the Board. Only purchases of items by Alliance which are outside the scope of this Agreement and are not directly or indirectly reimbursed by the Board, shall be titled in and remain the property of Alliance.

Emergency Response Plan: Alliance will develop, maintain, and implement if necessary, an emergency response plan for the Facilities acceptable to State and Federal regulators. Alliance will submit its proposed plan to the Board for its approval annually by March 1st.

III. RESPONSIBILITIES OF THE BOARD

In addition to its other obligations under this Agreement, the Board shall provide for Alliance's use, all equipment, structures, and vehicles under its ownership presently assigned to the Facilities (Appendix B). The Board will be responsible for the cost of replacing these items, presently assigned to the Facilities as listed in Appendix B.

The Board shall maintain all existing licenses, permits, and agreements which have been granted to the Board as owner of the Facilities, and shall procure all other necessary to operate and maintain the Facilities covered by this Agreement.

Capital Expenditures: The Board shall make capital expenditures at the Facilities as deemed necessary by the Board or as otherwise required. Alliance will cooperate with the Board to determine the necessity and cost of capital expenditures.

Board Insurance: The Board will maintain the following insurance during the term of this Agreement:

Property Insurance (all risks):	
All Facilities, Contents	Replacement Value
Equipment & Computers	

Commercial General Liability:

Bodily Injury and Property Damage	\$1,000,000 Occurrence
	\$1,000,000 Aggregate
Personal Injury Liability	\$1,000,000

The above policies will contain a Waiver of Subrogation in Favor of Alliance.

Commercial Automobile Liability:

Automobile Liability	\$1,000,000 Occurrence
Comprehensive and Collision	All Vehicles used by
Coverages	Alliance

The policy will contain a Waiver of Subrogation in Favor of Alliance.

Umbrella:

Bodily Injury and Property Damage	\$1,000,000 per accident
	\$1,000,000 Aggregate

IV. COMPENSATION

Expenses: Alliance shall pay all expenses required for the normal operation and maintenance of the Facilities, including, but not limited to, personnel costs, fuels, chemicals, services, spare parts, material and expendable supplies.

Examples of items not paid for by Alliance include, but are not limited to, the following:

- Change in scope of services
- Maintenance and Repair Expenditures as defined hereinafter
- Capital Expenditures
- Any damage which result from an Act of God, the Board, or any third party
- Utilities (electric, propane, solid waste and land line telephone)

Base Compensation: During the first twelve-month period, the Board shall pay Alliance, as compensation for the services to be performed as described in this Agreement, the sum of \$ 24,996.00 per month (\$299,592.00 annually) with adjustments as specified hereinafter. Monthly payments are due the 10th of each month for which services will be rendered, upon presentation of invoices by Alliance. Late payments shall accrue interest at then current prime rate plus one percent per annum on the unpaid balance.

Annual CPI Fee Adjustment: The Base Compensation amount shall be adjusted effective January 1, 2019, and on every subsequent anniversary date of the contract term. The adjustment will be based upon the percentage change in the CPI-All Urban Consumers, Midwest- Size Class D, not seasonally adjusted (Series ID: CUURD200SAO) for the entire period preceding each adjustment date unless otherwise agreed in writing by the parties. Total Annual Compensation adjustments will be cumulative.

The following is an example of the CPI calculation based on a start date of March 1, 1999.

1. For the months of December, 1998 and December, 1999 the CPI figures are as follows:

CPI	<u>December, 1998</u>	<u>December, 1999</u>
	100	105

2. The monthly compensation is \$10,000 and is adjusted by the following calculations:

$$(105-100) / 100 = 0.05$$
$$\$10,000 \times 1.05 = \$10,500$$

The new monthly compensation starting in January, 2000 is \$10,500.

3. For the months of December, 1999 and December, 2000, the CPI figures are as follows:

CPI	<u>December, 1999</u>	<u>December, 2000</u>
	105	110

4. The monthly compensation as of January, 2000 is \$10,500 and is adjusted by the following calculations:

$$(110-105) / 105 = 0.048$$
$$\$10,500 \times 1.048 = \$11,004$$

The new monthly compensation starting in January, 2001 is \$11,004.

The above calculation is an example only and does not predict the actual monthly compensation for future years of this Agreement.

Annual Maintenance and Repair Cost: The Board will pay 100% of all maintenance and repair items. Any maintenance or repair item which costs in excess of \$2,500.00 excluding Alliance labor shall be approved by the appropriate Board representative and paid for directly by the Board.

V. MISCELLANEOUS

Term: Services under this Agreement shall commence on January 1, 2019 and end on December 31, 2021, unless the Agreement is extended or terminated as hereinafter provided, however, since the Board cannot obligate more than one (1) year's budget at a time, this Agreement is terminable each December 31 date during this term and must be renegotiated annually with written documentation given Alliance by the Board no later than July 31, of each year during this three-year period.

Termination: Either party to this Agreement may terminate this Agreement upon material breach by the other party providing such terminating party first provides written notice of such breach to the other party and assuming that such breach is not corrected within 90 days. Additionally, should Alliance be in default of this Agreement by not using due diligence in operating the Facilities and failing to properly execute all parts of this Agreement, the Board reserves the right to immediately terminate this Agreement upon receipt of Alliance of written notice delivered by certified mail to Alliance's home office.

Extension: The Board at its option may extend Agreement for an additional one-year term under the same terms and conditions as stated herein up to a maximum of two years. The Board will inform Alliance of any such extension by July 31st of the last year in any term. If no such notice is provided by July 31st, the contract may then only be renewed if both parties agree in writing before December 31st.

Representative:

With the execution of this Agreement, Board and Alliance shall designate with respect to the services to be performed or furnished by Alliance and responsibilities of Board under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the contract on behalf of each respective part. Designated Representatives may designate a representative in their place in cases of absence.

Annual Appropriations

The parties acknowledge that this contract is subject to annual appropriation of funds for this purpose by the board of Alderman of the City of Osage Beach, and the City of Lake Ozark and, in the event that such funds are not appropriated for this purpose for any particular year, Alliance waves any claim for damages for breach of this contract for that year.

Designated Representatives for Board

Title: Public Works Director City of Osage Beach
Phone Number: (573) 302-2020
Address: 5757 Chapel Drive Osage Beach, MO, 65065

Title: Public Works Director City of Lake Ozark
Phone Number: (573) 365-5378 ext 20
Address: 3162 Bagnell Dam Blvd, Lake Ozark, 65049

Designated Representatives for Alliance

President

Phone Number: (573) 874-8080

Address: 206 South Keene Street, Columbia, MO 65201

Warranties and Guarantees: Alliance shall assist the Board with enforcement of existing equipment, warranties, and guarantees, and maintain all warranties on any new equipment purchased after the Agreement is executed. The Board shall cooperate with Alliance on any existing guarantees and warranties for the mutual benefit of the Board and Alliance.

Noncollusion: Alliance certifies, under the penalties for perjury, by the signature of the duly authorized corporate representative below, that it has neither given nor received anything of value other than the consideration set forth herein, to secure this Agreement with the Cities of Lake Ozark and Osage Beach. It further certifies that Alliance has not promised anything of value to any agent, employee, or officer of the Board nor colluded with them to obtain this Agreement.

Scheduled Meetings: Alliance shall meet with the designated Board representative at the Board's convenience, at least on a monthly basis. The purpose of these meetings will be to discuss the operations at the Facilities with special emphasis placed on items which are to be funded by the Board's maintenance and repair budget or capital expense budget. Alliance's Manager will be required to attend all monthly committee meetings, monthly council meetings, and any other meetings as requested by the designated Board representative.

Existing Laws: Alliance shall comply with all applicable local, state, and federal laws, and regulation as they pertain to the Facilities.

Changes: In the event that any changes in the scope of the operation of the Facilities shall occur including, but not limited to, changes in governmental regulation or reporting requirements effluent standards, sludge disposal restrictions, or changes in scope of services in Article II of this Agreement, which increase or decrease the cost of operating the Facilities, the parties agree to revise the compensation, retroactive to the date of the change and negotiated by the parties within 90 days.

Hold Harmless: Alliance agrees to and shall hold the Board, its elected and appointed officers, and its employees harmless from any liabilities for claims or damages, including attorneys' fees, for person injury or property damage which is caused by or arises from the negligence of Alliance, unless such claims or damages, or fines are caused or contributed to (i) by the failure of the wastewater influent to meet the criteria established in Appendix A, or (ii) by the presence of any hazardous toxic or radioactive substance within the wastewater system. The obligation of Alliance to hold the Board harmless is subject to the Limitation of Liability provision of this Agreement.

Limitation of Liability: Under no circumstances shall either party be liable to the other party for consequential, incidental, indirect, special, or punitive damages, whether due to delay, breach of contract, tort (including, without limitation, negligence) or any other cause.

Comparative Responsibility: In the event that both Alliance and the Board are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for damage, for person injury, or property damage, then in such an event each party shall be responsible for the portion of the liability equal to such party's comparative share of the total

negligence.

Waiver: The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Assignments: This Agreement shall not be assigned by either party without the prior written consent of the other party.

Nondiscrimination: Alliance agrees and shall refrain from unlawful discrimination in employment and undertakes affirmative action to ensure a quality of employment opportunity; shall comply with procedures and requirements of the State Human Rights Department's regulations concerning equal employment opportunity and Affirmative Action; and shall provide such information, with respect to its employees and applicants for employment and assistance as the Department may reasonably request.

Relationship: It is understood that the relationship of Alliance to the Board is that of an independent contractor and that none of the employees or agents of Alliance shall be considered employees of the Board.

Force Majeure: Each party's performance under this Agreement shall be excused if the party is unable to perform because of actions due to causes beyond its reasonable control, including, but not limited to, Acts of God, the acts of civil or military authority, floods, epidemics, quarantine restrictions, riots, strikes, and commercial impossibility. In the event of any such force majeure, the party unable to perform shall notify the other party as soon as possible and no later than 24 hours of existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

Authority to Contract: Each party warrant and represent that is has authority to enter this Agreement. The Board warrants, represents, and certifies that is has appropriate funds available for payments to Alliance required by this Agreement. If the Board is unable to provide appropriate funds, Alliance shall have the option of terminating this Agreement.

Access: Alliance agrees to allow Board officials access to the Facilities covered by this Agreement at any time as long as an Alliance representative is present; however, Board Representatives will have access to the Facilities at any time with or without Alliance Representatives Present.

Notices: Required notices shall be addressed to:

President
Alliance Water Resources, Inc.
206 South Keene St.
Columbia, MO 65201

Clerk, City of Lake Ozark
PO Box 370
Lake Ozark, MO 65049

City Clerk, City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Prevailing Wage: Alliance agrees to pay prevailing wage where applicable, as required by Missouri Law. Alliance shall provide copies of Certified Payrolls when Prevailing Wage is Required. Prevailing Wage as determined by the Federal Wage Determination and/or the Industrial Commission of Missouri, Annual Wage Order shall be determined when the work is to occur, including amendments, will be complied with on this project when required. When requested to perform work requiring the payment of the prevailing wage, Alliance shall first determine the amount of any additional cost to the Board and have the amount approved by the Board prior to beginning work.

IN WITNESS WHEREOF, the parties sign the Agreement effective as of the date first above written.

WITNESS:

JOINT SEWER BOARD OF LAKE
OZARK AND OSAGE BEACH

Jusha Kane
Secretary

Johnnie Francheska
Board Chairman Date

WITNESS:

ALLIANCE WATER RESOURCES, INC.

Mary Ann Perkins
Secretary

T. J. GALT 12/12/2018
President Date

Subscribed and sworn to before me this 21st day of December, 2018.

My commission expires:

Kathleen Vance



KATHLEEN VANCE
My Commission Expires
September 21, 2022
Miller County
Commission #14616401

APPENDIX A: EFFLUENT QUALITY GUARANTEE

Wastewater

Alliance will be responsible for meeting the effluent quality requirements of all applicable permits unless one or more of the following occurs.

- The influent to the treatment plant does not contain adequate nutrients to support operation of biological process and/or contains toxic substances which cannot be removed by existing processes and Facilities (see Definition below).
- Toxic discharges into the sewer system in volumes which would make compliance with discharge limits substantially impossible.
- The flow, influent BOD, influent TSS, and/or influent Ammonia is greater than the plant design parameters, which are the following:

Average Flow	3.0 MGD
Influent BOD	364 mg/l
Influent TSS	364 mg/l

- If the Treatment Plant can operate only at reduced capacity due to construction activities, fire, flood, adverse weather conditions, labor disputes, or other causes beyond Alliance's control.

TOXIC: Any substance or combination of substances contained in the influent to the Facilities in sufficiently high concentrations so as to interfere with the treatment processes necessary for the removal of organic and chemical constituents.

APPENDIX B: WASTEWATER TREATMENT PLANT AND EQUIPMENT DESCRIPTION

Wastewater Facilities

3.0 MGD oxidation ditch consisting of degritting, 2 aeration basins with 3 each fixed in place surface aerators, 3 secondary clarifiers, 2 aerated solids holding tanks and aeration building, one 72 bulb Wedeco UV system, and 1 laboratory/office building.

Equipment

~~Kubota ZG123S 48 Mower Serial Number 11501~~ 2020 John Deere Z915E ZTrak Stock # 324703
ID# 1TC915EVELT081845

Vehicles

- 1 - 1985 GMC 4 wheel drive Vacuum Field Truck w/1,600 gallon tank
- 1 - 1994 Volvo/GM Vacuum Truck with 3700 gallon tank
- 1 - 2018 Ford F-250 VIN 1FTBF2B66JEC64283
- 1 - 2022 MACK Granite Sludge Truck TMV 3600 gallon tank