

**OSAGE BEACH / LAKE OZARK
JOINT SEWER BOARD MEETING
AGENDA**

**June 20, 2023 @ 4:00 p.m.
LAKE OZARK CITY HALL**

1. CALL TO ORDER

2. ROLL CALL

Mayor, Michael Harmison
Mayor, Dennis Newberry
City Administrator, Harrison Fry
City Administrator, Jeana Woods
Alderman, Kevin Rucker
Alderman, Pat Thompson
Public Works Director, Matt Michalik
Public Works Operations Manager, Kevin Crooks
Member at Large, Gary Hamner

3. PUBLIC COMMENT

4. MINUTES

Regular Meeting: May 16, 2023 2-3

5. REPORTS

Bills List	4-13
Revenue Budget Analysis	14
Expenditure Budget Analysis	15
Income & Expense Summary	16

6. ALLIANCE REPORT OF OPERATIONS 17-34

7. APPROVAL OF MAY FLOW CHARTS

8. OLD BUSINESS

- A. Board Representative Update
- B. Review and discussion regarding bylaws, purchasing policy and connection policy

9. NEW BUSINESS

- A. Review of the Lake Ozark / Osage Beach 2022 Annual Audit
- B. Review and possible action regarding the Alliance Water Resources Contract 35

10. ADDITIONAL DISCUSSION ITEMS

11. ADJOURNMENT

LAKE OZARK-OSAGE BEACH JOINT SEWER BOARD

Meeting Minutes – May 16th, 2023

CALL TO ORDER:

Mayor Newberry called the meeting to order at 4:00 pm on Tuesday, May 16, 2023 at Lake Ozark City Hall.

ROLL CALL:

Mayor, Dennis Newberry – Present
Mayor, Michael Harmison- Present
City Administrator, Harrison Fry - Present
City Administrator, Jeana Woods - Present
Alderman, Kevin Rucker- Present
Alderman, Pat Thompson- Absent
Public Works Director, Matt Michalik – Absent
Operations Manager, Kevin Crooks – Present
Resident Member, Mr. Gary Hamner - Present

MINUTES:

Member Hamner motioned to approve the meeting minutes from April 18, 2023 as amended. His motion was seconded Manager Crooks and passed unanimously.

REPORTS:

- Bill List
- Revenue Budget Analysis
- Expenditure Budget Analysis
- Income & Expense Summary

A motion was made by Administrator Fry to approve the Bills List, Revenue Budget Analysis, Expenditure Budget Analysis, and the Income & Expense Summary. His motion was seconded by Alderman Rucker and was passed unanimously.

ALLIANCE REPORT OF OPERATIONS:

Alliance Report of Operations: The average daily incoming flow for April was 1.033 mgd. We had 1.3 inches of precipitation measured at the WWTP.

Operationally, the plant's discharge was excellent, with an effluent monthly average BOD and TSS of 2.6 mg/l and 2.2 mg/l respectively for March which represents a 98.9 + % or better removal.

The MLSS average for both aeration basins was 6,469 mg/l. The total dry weight sludge inventory totaled 350,138 pounds. 82 loads of septage or 171,500 gallons were received.

APPROVAL OF FLOW CHART:

Member Hamner motioned to approve the April flow chart. The motion was seconded by Administrator Woods and was unanimously approved.

OLD BUSINESS:

- A. Board Representative Update. Director Michalik noted that Tillman Painting will be painting some valves, hydrants etc at an approximate expense of \$2,400.00 which is under budget. Member Hamner advised that he had recently visited the plant and everything appears to be in excellent condition.
- B. The RAS basement painting bids were revisited. After review, a motion was made by Mayor Harmison to approve the bid of Tillman Painting & Wall Covering in the amount of \$19,860.00. The motion was seconded by Manager Crooks and then was unanimously approved.
- C. The Bylaws were discussed. Alderman Rucker has agreed to take on the project of the revision of the Bylaws and the issue will be brought back to the Board at the next meeting.

NEW BUSINESS:

- A. Election of officers. After discussion, Member Hamner motioned to appoint Mayor Harmison as Chair and Administrator Woods as Secretary/Treasurer. The motion was seconded by Mayor Newberry and was then unanimously approved.

ADDITIONAL DISCUSSION ITEMS:

It was agreed that the Purchasing Policy should be reviewed along with the Connect Fee Policy.

A public comment section will be added to future agendas.

ADJOURNMENT:

With no further business to discuss, a motion was made by Administrator Woods to adjourn. Her motion was seconded by Manager Crooks. The meeting adjourned at 5:15 pm.

Approved:

Dennis Newberry, Mayor

Robin Craig, Clerk

JOINT SEWER BOARD
BILL LIST
JUNE 20, 2023

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:	\$	3,433.74
OPERATING FUND BILLS TO BE PAID:	\$	76,412.13
EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:	\$	-
EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:	\$	-

TOTAL \$ 79,845.87

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Paid To:	Description:	Amount:
4020	Tri State Truck Center	Repair PTO RPM Throttle	\$ 434.74
4200	Gerdling, Korte & Chit.	Annual Audit 2022	\$ 2,800.00
4150	Dennis Oil Co.	DEF for Sludge Trk	\$ 199.00

TOTAL \$ 3,433.74

OPERATING FUND BILLS TO BE PAID:

Account	Paid To:	Description:	Amount:
4000	Equipment Replacement Fund	Payment into ER Fund	\$ 5,000.00
4020	Core & Main	HTH for Cleaning Clarifiers	\$ 400.44
4020	CWD Supply	Bolts for RAS Pumps	\$ 3.96
4020	GLW	Repair Pista Grit	\$ 770.09
4020	JCI Industries, Inc.	Replacement Motor Bar Screen	\$ 415.23
4020	John Henry Foster	Pre-Filter Element for UV	\$ 114.26
4020	John Henry Foster	Pre-Filter Element for UV	\$ 117.26
4020	John Henry Foster	Spare Pressure Switch UV	\$ 170.23
4020	John Henry Foster	Spare Check Valve for UV	\$ 122.14
4020	Majestic Franchising Inc.	June	\$ 275.00
4020	M/C QuickBooks	Accounting Software	\$ 30.00
4020	M/C Vevor.com	Aerator for Lift Station	\$ 289.99
4020	Menards	Crane Lifting Straps	\$ 44.98
4020	Menards	Nuts/Sleeves for RAS & Chlorine	\$ 214.62
4020	Professional Metal Fab.	Repalce Bolts in 5 Aerators	\$ 8,569.82
4020	Tillman Paining & Wal	RAS Basement Paint Project	\$ 19,860.00
4020	Tillman Paining & Wall Cover	Extra Painting approved 5/16/23	\$ 600.00
4020	Tillman Paining & Wall Cover	Extra Painting approved 5/16/23	\$ 2,400.00
4150	Clark Tire Co.	Repair Front Tire/Replace Rear Tire	\$ 231.45
4170	Alliance Water Resources, Inc.	May	\$ 29,466.00
4175	Ameren MO	11673321	\$ 7,047.55
4175	Ameren MO	98041275	\$ 80.11
4176	AT&T	June	\$ 103.84
4176	Republic	June	\$ 85.16

TOTAL \$ 76,412.13

EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Paid To:	Description:	Amount:
			-

TOTAL \$ -

EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:

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

TOTAL \$ -



Professional Metal Fabricators
7611 Liberty Road
Jefferson City, MO 65101
Phone: (678) 834-1088

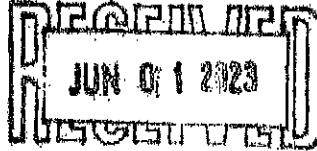
Invoice

Invoice Number
23-0163
Invoice Date
6/4/2023

Bill To: Joint Sewer Board

P.O. Box 1985
Lake Ozark, MO 65049

Ship To:



Re: AW Aerator Bolt Swap
Proposal G-0167

Invoice Number	Customer Name	Customer PO	Payment Terms	Due Date
23-0163			Net 30 Days	6/3/2023

SERVICES - Aerator Bolt Swap

8,669.82

REPLACED BOLTS IN 5 AERATORS

GL Acct#: 4020

Signature: [Signature]

Date: 6/1/23

Subtotal	\$	0.00
Sales Tax (if applicable)	\$	0.00
Total Due	\$	.00

Thank you for your business!

20 11/11/13 REPRINTED & emailed to ghubert@allmanpaint.com



Office: 573-369-3456 Fax: 573-369-3366 Email: toll@tullmanpaint.com

Date: 5/17/2023

Invoice: 2023-4311

Bill To: Joint Sewer Board of the Lake Ozark-Osage
Beach Sewage Treatment Plant
43 Anderson Rd
Lake Ozark, MO 65049

Please Make Checks Payable to:
TULLMAN PAINTING & WALL COVERING
P.O. Box 14
Tusculum, MO 65082

RECEIVED
MAY 26 2023

Job Name	Job Location	Start Date	Completion Date	Completion %	Contract Value	Terms
Water Lake Ozark	Lake Ozark	05 MAY 23	12 MAY 23	100 %	19,860.00	Net 30
Item	Description	Unit of Measure	Qty	Unit Price	Total	
1.	Prep by method of hand tools and power hand tools. Paint all walls and ceilings with precat waterbase epoxy. Paint all pipes, valves and motors with an epoxy primer and urethane top coat. Paint safety yellow on the stairs. Paint entrance door and frame.	%		19,860.00	19,860.00	
RAS BASEMENT PAINT PROJECT GL Acct#: 4020 Signature: <i>[Signature]</i> Date: 5/26/23						
					Total Due	\$19,860.00

P.O. Box 14

Tusculum, MO

65082-0014



Office: 573-369-3456

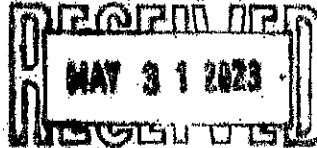
Fax: 573-369-3356

Email: lori@tillmanpaint.com

Date: 5/30/2023

Invoice: 2023-4317

Bill To: Joint Sewer Board
#3 Anderson Rd.
Lake Ozark, MO 65049



Please Make Checks Payable to:
TILLMAN PAINTING & WALL COVERING
P.O. Box 14
Tuscumbia, MO 65082

Job Name	Job Location	Start Date	Completion Date	Completion %	Contract Value	Terms
Waste Water Exterior	Lake Ozark, MO	18 MAY 23	22 MAY 23	100%	2,400.00	Net 30
Item	Description	Unit of Measure	Qty	Unit Price	Total	
1.	Exterior Painting: Prep and paint all prev. painted hydrants, safety bollards, valves/handles, red poles and around tanks (5) elect. boxes safety yellow stripes on stairs by dump station.	%	1	2,400.00	2,400.00	
#2 PAINTING PROJECT DISCUSSED @ JSB MEETING 5/16/23 GL Acct#: <u>4020</u> Signature: <u>[Signature]</u> Date: <u>5/31/23</u>						
Total Due					\$2,400.00	

P.O. Box 14

Tuscumbia, MO

65082-0014



Fax: (573)369-3356

Office: (573) 369-3456

email: junte@tillmanpaint.com

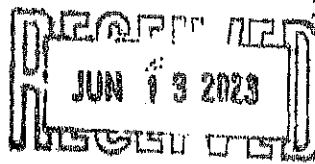
Date: 13 June 2023

Invoice: 4248-2023

Bill To: Cities of Lake Ozark & Osage Beach
 Joint Sewer Board
 PO Box 1985
 Lake Ozark, MO 65049

Please make checks payable to:
 TILLMAN PAINTING & WALLCOVERING
 P.O. Box 14
 Tuscumbia, MO 65082

Phone: (573)3650455
 Fax:



Job Name	Job Location	Start Date	Completion Date	Completion Percentage	Contract Value	Terms
Lake Ozark Water Tank House	Lake Ozark, MO	15 May 2023	12 June 2022	100%	\$ 400.00	Net 30 Days
Item	Description	Unit of Measure	Quantity	Unit Price	Total	
1.	Paint interior/exterior pipes and braces as discussed			\$ 400.00	\$ 400.00	
2.	Extra Cleaning on pump motor and painting extra piping			\$ 200.00	\$ 200.00	
FINAL EXTRA PAINT PROJECT PART OF WHAT WAS DISCUSSED AT MAY JSS MEETING GL Acct#: <u>4020</u> Signature: <u>[Signature]</u> Date: <u>6/13/23</u>				Total Due	\$ 600.00	

P.O. Box 14

Tuscumbia, MO

65082-0014



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- Customer Service: 1.877.426.3736

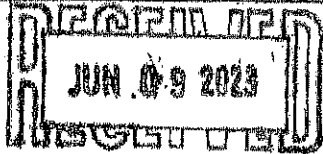
FOCUSED ENERGY. *For Life.*

Account Number 4580006832
 Customer Name ALLIANCE WATER RESOURCES INC
 Service Address 3 ANDERSON RD, -
 LAKE OZARK, MO 65049

Current Total for Statement 06/08/2023

Total Electric Charges \$7,047.55

Total Amount Due \$7,047.55



AMOUNT DUE \$7,047.55

Due Date 06/30/2023

Amount After Due Date \$7,118.03

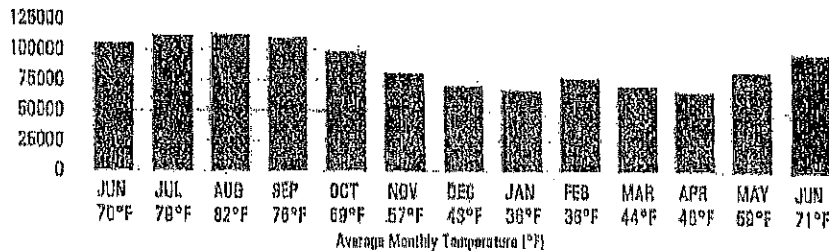
Previous Statement \$5,869.77

Total Payments \$5,869.77

Payment Received: Thank you!

Electric Usage History

Electric Usage in Kilowatt Hours (kWh)



Electric Usage Summary (kWh)

So for this year, you're using 3.4% more than last year.

2022 449,280 kWh

2023 464,480 kWh

Usage from Jan-Jun for 2022 & 2023

13073
00054 2213280 0001500 0003355 00010002

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Update your account information so we can contact you when crews are working in your neighborhood. Fill out the slip and mail it in or update your online account. Don't have an online account? Sign up today at AmerenMissouri.com.

GL Acct#: 4675

Signature: *[Signature]*

Date: 6/9/23



» See next page for service details.

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Page 1 of 4

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Amount Due	Due Date
\$7,047.55	June 30, 2023
Delinquent Amount After Due Date	Account Number
\$7,118.03	4580006832

Amount Enclosed \$

>000054 2213280 0001 042139 10Z

ALLIANCE WATER RESOURCES INC
 PO BOX 1985
 LAKE OZARK, MO 65040-1985

AMEREN MISSOURI
 PO BOX 88088
 CHICAGO IL 60680-1088

60600000 0045800058302 000007047550 000007047550



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Electric Service Details

Service from 05/07/2023 - 06/06/2023 (30 days)

Electric Meter Read

METER NUMBER	SERVICE FROM - TO	NO. DAYS	USAGE TYPE	READING TYPE	CURRENT READING	PREVIOUS READING	READING DIFFERENCE	MULTIPLIER	USAGE
11679321	05/07 - 06/06	30	Total kWh	Actual	78847.0000	79230.0000	817.0000	100.0000	98720.0000
11679321	05/07 - 06/06	30	Peak kW	Actual	108.2000	108.2000	108.2000	100.0000	108.2000

Usage Summary

Total kWh	98720.0000	Summer kWh	19744.0000
Non-Summer kWh	78976.0000	Peak kW	108.2000
Billing Demand	108.2000	Total Billing Demand	108.2000
October Winter Base kW	164.6000	Winter Base Demand	164.6000
Base kWh Ratio	0.9786	Base kWh (HUD)	77278.0000
Seasonal kWh (HUD)	1698.0000		

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Page 2 of 4

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 City, State, Zip _____
 Phone Number _____

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AMOUNT DUE	\$7,047.55
Due Date	06/30/2023
Account Number	4580005832
Service Address	3 ANDERSON RD

Electric Service Details (Continued)

Rate 3M Large General Service

DESCRIPTION	USAGE	UNIT		RATE	CHARGE
Seasonal Energy Charge	1,898.00	kWh	@	\$ 0.03870000	\$68.71
Summer Demand Charge	188.20	kW	@	\$ 1.17400000	\$197.47
Winter Demand Charge	188.20	kW	@	\$ 1.74400000	\$283.34
Energy Charge/Hours Used	5,046.00	kWh	@	\$ 0.10540000	\$531.86
Energy Charge/Hours Used	6,728.00	kWh	@	\$ 0.07930000	\$533.53
Energy Charge/Hours Used	7,970.00	kWh	@	\$ 0.05340000	\$425.80
Base Energy Charge / Hours Used	19,752.00	kWh	@	\$ 0.06620000	\$1,307.58
Base Energy Charge / Hours Used	26,338.00	kWh	@	\$ 0.04020000	\$1,296.73
Base Energy Charge / Hours Used	31,190.00	kWh	@	\$ 0.03870000	\$1,207.05
Customer Charge					\$104.86
Fuel Adjustment Charge	98,720.00	kWh	@	\$ 0.00808900	\$699.03
Energy Efficiency Investment Charge	98,720.00	kWh	@	\$ 0.00457100	\$451.26
Renewable Energy Adjustment	98,720.00	kWh	@	\$ 0.00035000	\$34.55
Total Service Amount					\$7,047.55
Total Electric Charges					\$7,047.55

Payments Since Previous Statement

DATE RECEIVED
May 22, 2023

AMOUNT
\$5,869.77



Account Messages

A late payment charge of 1% will be added for any unpaid balance on all accounts after the due date.

Summer Electric Rates - June through September; Winter Electric Rates - October through May.

Auto Pay Makes Paying Bills Easier. To enroll, go to AmerenMissouri.com or call 1.800.652.7583 to request an enrollment form.

**Stay Cool
and Save**

Heating and cooling can represent up to 40% of a business's electric expense. Reduce this cost, and your emissions by upgrading to higher-efficiency HVAC equipment. We can help with incentives, project planning and connecting you with qualified contractors.

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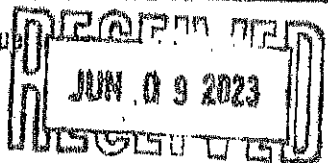
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Account Number 5580005920
 Customer Name ALLIANCE WATER RESOURCES INC
 Service Address 3 ANDERSON RD
 LAKE OZARK, MO 65049

Current Detail for Statement 06/08/2023

Total Electric Charges \$80.11

Total Amount Due \$80.11



AMOUNT DUE \$80.11

Due Date 06/30/2023

Amount After Due Date \$80.91

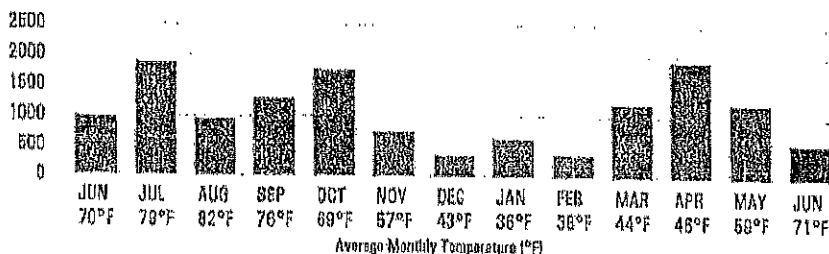
Previous Statement \$130.87

Total Payments \$130.87

Payment Received: Thank You!

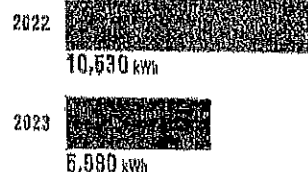
Electric Usage History

Electric Usage in Kilowatt Hours (kWh)



Electric Usage Summary (kWh)

So far this year, you're using **43.2% less** than last year.



Usage from Jan-Jun for 2022 & 2023

Keeping You Informed.

Update your account information so we can contact you when crews are working in your neighborhood. Fill out the slip and mail it in or update your online account. Don't have an online account? Sign up today at AmerenMissouri.com.

GL Acct#: 4675

Signature: [Signature]

Date: 6/9/23

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See next page for service details.

Page 1 of 4

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Amount Due	Due Date
\$80.11	June 30, 2023
Delinquent Amount After Due Date	Account Number
\$80.91	5580005920

Amount Enclosed \$

>000051 2213280 0001 042139 102

ALLIANCE WATER RESOURCES INC
 PO BOX 1985
 LAKE OZARK, MO 65049-1985

AMEREN MISSOURI
 PO BOX 88088
 CHICAGO IL 60680-1088

10633000 0055800059200 000000080110 000000080110



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Electric Service Details

Service from 06/07/2023 - 06/06/2023 (30 days)

Electric Meter Read

METER NUMBER	SERVICE FROM - TO	NO. DAYS	USAGE TYPE	READING TYPE	CURRENT READING	PREVIOUS READING	READING DIFFERENCE	MULTIPLIER	USAGE
88041276	06/07 - 06/08	30	Total kWh	Actual	25888.0000	25810.0000	58.0000	10.0000	580.0000
88041276	06/07 - 06/08	30	Peak kWh	Actual	44350	0.0000	44350	10.0000	443500

Usage Summary

Total kWh	580.0000	Summer kWh	118.0000
Non-Summer kWh	464.0000	Winter Base kWh	1000.0000
Current Base kWh	580.0000	Summer Cur Base kWh	118.0000
Winter Cur Base kWh	464.0000	Seasonal kWh	0.0000

Rate 2M Sm Gen Svc - 3 Ph w/Dmd

Threshold - Peak Demand

DESCRIPTION	USAGE	UNIT	RATE	CHARGE
Summer Total Energy Charge	118.00	kWh	@ \$ 0.11360000	\$13.17
Base Energy Charge	464.00	kWh	@ \$ 0.08480000	\$39.35
Seasonal Energy Charge	0.00	kWh	@ \$ 0.04880000	\$0.00
Customer Charge				\$21.68
Fuel Adjustment Charge	580.00	kWh	@ \$ 0.00606800	\$3.52
Energy Efficiency Investment Charge	580.00	kWh	@ \$ 0.00346000	\$2.01
Renewable Energy Adjustment	580.00	kWh	@ \$ 0.00035000	\$0.20
Total Service Amount				\$80.11
Total Electric Charges				\$80.11

Payments Since Previous Statement

DATE RECEIVED	AMOUNT
May 22, 2023	\$130.87

Questions? Contact Ameren Missouri at 1.877.426.3736 or visit AmerenMissouri.com.

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 Address _____
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**MONTH-TO-DATE AND YEAR-TO-DATE
REVENUE/BUDGET ANALYSIS**

5/31/2023

Account Number	Account Name	2021 Actual	2022 Actual	2023 Budget	2023 Actual as of 5/31/2023	2023 May Revenue	Percent YTD
3020	Osage Beach	465,202.63	460,708.70	481,940.00	239,091.99	41,989.44	50%
3010	Lake Ozark	84,797.35	91,794.26	98,710.00	33,541.34	6,398.06	34%
3030	Misc.	22,000.00	1,094.92	0.00	0.00	0.00	0%
3100	Interest	2,700.22	2,462.35	2,500.00	2,699.37	641.33	108%
3060	Waste Haulers' Fee	60,520.00	49,490.00	56,000.00	27,560.00	5,700.00	49%
Total Operating Fund		635,220.20	605,550.23	639,150.00	302,892.70	54,728.83	47%
E/R Fund Income		5,508.47	3,588.63	4,000.00	6,300.55	2,784.85	158%
TOTAL INCOME		640,728.67	609,138.86	643,150.00	309,193.25	57,513.68	48%

MONTH-TO-DATE AND YEAR-TO-DATE
EXPENDITURE/BUDGET ANALYSIS
5/31/2023

Account Number	Account Name	2021 Actual	2022 Actual	2023 Budget	2023 Actual as of 5/31/2023	2023 May Expenses	Percent YTD
4000	Equipment Replace Fund	143,608.00	55,008.00	60,000.00	25,000.00	5,000.00	42%
4020	*Maintenance & Repair	104,853.81	60,030.11	93,500.00	25,423.50	3,769.20	27%
4140	Insurance	21,493.00	22,088.00	23,000.00	22,766.00	0.00	99%
4160	Vehicle Repair/Main	11,099.99	5,999.58	8,000.00	2,699.13	1,566.08	34%
4170	Contract Management	308,640.00	331,080.00	360,000.00	147,310.00	29,466.00	41%
4175	Electric	82,227.41	79,890.16	81,000.00	24,637.90	5,800.64	30%
4176	Utilities Misc.	3,528.17	3,694.18	5,000.00	2,583.79	177.23	52%
4180	Bank Charges	0.00	12.00	0.00	5.00	2.00	0%
4200	Audit	2,800.00	2,700.00	2,800.00	2,800.00	2,800.00	100%
4240	Capital Purchases	399.99	0.00	0.00	0.00	0.00	0%
	Totals	678,450.37	560,502.03	633,300.00	253,225.32	48,581.15	40%
	**E/R Expenses	202,161.70	11,093.26	103,000.00	97,062.54	20,456.10	94%
	TOTAL EXPENSES	880,612.07	571,595.29	736,300.00	350,287.86	69,037.25	48%

4020 DETAIL: Equip & Bldg. Repair/Main.

Auto Dialer Yrly Software Fee	500
Regular Maintenance	20,000
UV Bulbs, Quartz Sleeves, Misc	10,000
Painting RAS basement piping	30,000
Rock for road	3,000
Sandblasting & paint Clarifier #1	30,000

93,500.00

DETAIL: Equipment & Replacement

Replace wooden doors w/ fiberglass	3,000
Replace flow meter for the effluent	25,000 X
*Replace aerator gear box - new	75,000 X
	103,000.00

OPERATING FUND INCOME AND EXPENSE SUMMARY
5/31/2023

Beginning Balance	354,637.48
Income - Osage Beach	41,989.44
Income - Lake Ozark	6,398.06
Income - Other	-
Income - Waste Haulers' Fees	5,700.00
Interest - Checking	23.59
Income - CD Interest	617.74
Transfers From E/R Fund	-
Transfers To E/R Fund	(5,000.00)
Expenses	(43,581.15)
Ending Fund Balance	360,785.16
Central Bank - NOW Acct.	135,695.64
	-
CD First Bank of the Lake, 11/20/23 #8432	109,348.88
CD First Bank of the Lake, 10/22/23 #8433	115,897.54
	-
Outstanding Checks:	(156.90)
	360,785.16

EQUIPMENT REPLACEMENT FUND INCOME AND EXPENSE SUMMARY
5/31/2023

Beginning Balance	473,080.78
Interest - Checking	69.09
Income - CD Interest	2,784.85
Transfers From Operating Fund	5,000.00
Income - Miscellaneous	-
Expenses	(20,456.10)
Ending Fund Balance	460,478.62
First Bank of the Lake - Money Mkt.	78,045.72
CD First Bank of the Lake, 1/31/24 #8430	112,549.85
CD First Bank of the Lake, 5/07/24 #8434	270,000.00
	-
	-
Outstanding Checks:	(116.95)
	460,478.62

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Alliance
Professional Water and Wastewater Operations

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**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 May 2023

Submitted by Alliance Water Resources, Inc. for the

June 2023

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	Colliform	Ammonia as N mg/L	O&G mg/L
Monthly/Quarterly Avg	1.6	1.8	N/A	10.0		0.03	< 2.0
Peak Day	2.5	2.3	7.9	< 20		0.05	< 2.0
Percent Removal	99.3	99.4	N/A	N/A		N/A	N/A

NPDES EFFLUENT LIMITATIONS

	BOD mg/l	TSS mg/l	pH	E.coli Colonies/100 ml	Colliform	Ammonia as N mg/L	O&G mg/L
Monthly/Quarterly Avg	30	30	6-9	126		3.1	10
Weekly Average	45	45		630			
Daily Max				N/A		12.1	15

PLANT HYDRAULIC AND ORGANIC LOADING

The average daily influent flow for the month was 1,153 MGD or 38% of Permitted flow with Lake Ozark contributing 17% of the total flow and Osage Beach contributing 83%. 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 72492 pounds of BOD.

BIOSOLIDS APPLICATION AND INVENTORY

Plant personnel land applied 48 tanker loads of bio-solids during the month equivalent to a total of 172,800 gallons and 46,747 pounds dry weight solids.

175,970 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 6.0 feet in Tank 1 and 6.0 feet in Tank 2.

WASTEHAULERS

The plant received 49 loads of septage during the month totaling 102,500 gallons.

WWTP OPERATIONS

- Decanting digesters and wasting weekly.
- Normal operations.

WWTP MAINTENANCE AND REPAIR

- Performed routine maintenance throughout the month as per Maxpanda Maintenance Data Management software schedule.
- Municipal Equipment Company was here on the 1st of May to start the installation of the new flow meters and finished on the 3rd. While they were here, we asked them to check out bar screen #1 and they said the gear reducer motor was bad. We ordered a replacement and got it installed on the 19th but it didn't fix the problem. They are scheduled to come back and help troubleshoot the problem ASAP.
- We had a leaky rear tire on the sludge truck on the 3rd of May, so we called Clark Tire to come fix it and they recommended to replace it due to the number of nails/screws in it and it had multiple patches from previous repairs. They installed one of the new spares we had in storage.
- We were having problems with the electronic RPM throttle for the PTO on the sludge truck, so we called Tri-State Truck center on the 8th of May, and they came up that day and got us back going.
- We sheered a couple bar screen pins on the 8th of May that was caused from the excess gravel/rock that we are receiving from the Cities Influent lines. We sheered 6 more sheer pins on the 12th due to getting loads of wet wipes from 2 different haulers.
- A & A Septic came on the 8th of May and sucked out a load of gravel/rock from in front of the bar screens.
- PMF had to come back on the 10th of May to fix the leak on clarifier #1 ducking skimmer arm gasket that didn't get fixed from their original attempt, but got it fixed this time.
- We had to replace the UV air compressor pressure switch on the 12th of May.
- We sprung a leak on the cyclone part of the pista grit concentrator on the 17th of May. We called G & L Welding, and he came and got it on the 18th and rebuilt it and had it back to us on the 19th and we reinstalled it and got it back in service that day.
- We had flat on the sludge truck on another rear tire and a leaky front tire on the 23rd of May, so we called Clark Tire, and they fixed the front and recommended to change the rear. They replaced it with another new one that we had in storage.
- We had to replace the pilot/check valve on the UV compressor on the 25th of May.
- The painters finished up the last of the outdoor paint projects on the 31st of May.

SAFETY

- We conducted our monthly Safety Meeting on Distracted Driving Prevention, Vehicle Backing Safety & Driver Safety: Hazardous Driving Conditions on the 18th of April.

REGULATORY AGENCY, INSPECTION AND REPORT

- We filled out the new EDMR on the EPA MoGEM website on the 7th of June.
- MDNR came in on the 16th of May to set up a sampler for routine compliance sampling.

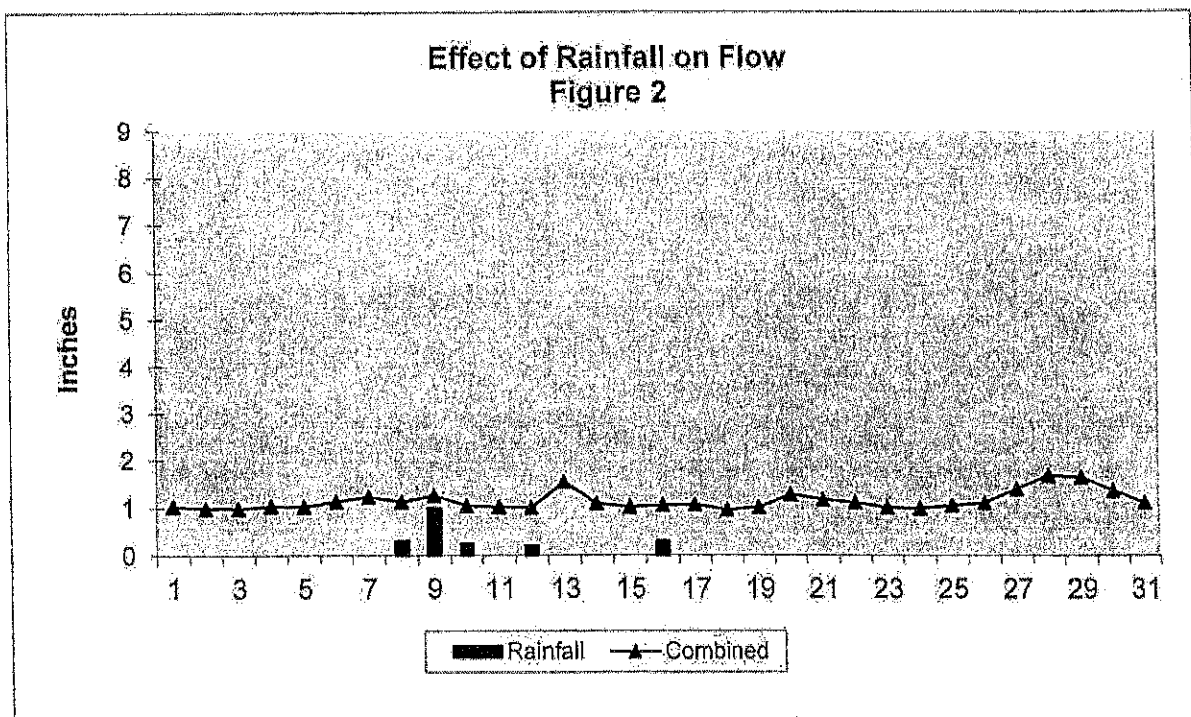
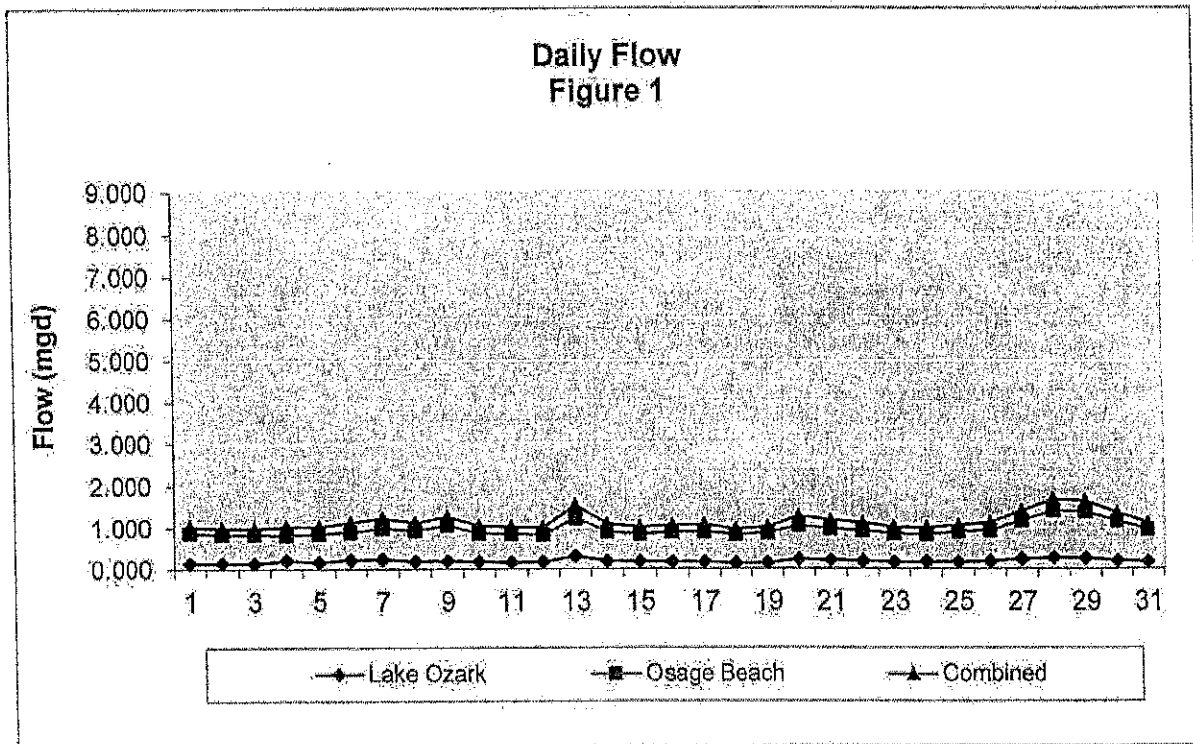
MISCELLANEOUS AND RECOMMENDATIONS

TABLE A
LAKE OZARK/OSAGE BEACH WWTP

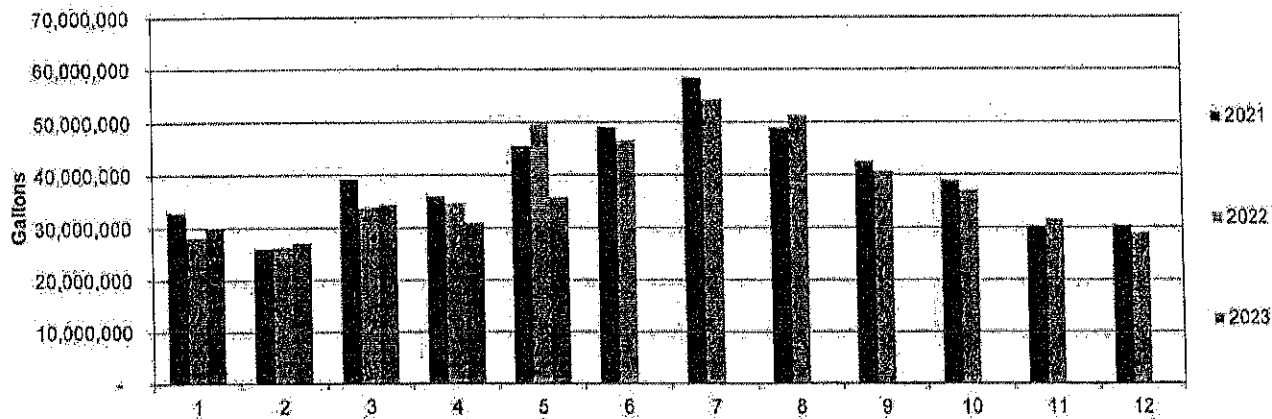
MONTH OF May 2023

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-May	0	0.144	0.886	1.030	14.0	86.0						
2-May	0	0.145	0.844	0.989	14.7	85.3						
3-May	0.0	0.143	0.848	0.991	14.4	85.6						
4-May	0	0.212	0.821	1.033	20.5	79.5	263	228	215	144	132	230
5-May	0	0.167	0.862	1.029	16.2	83.8						
6-May	0	0.228	0.909	1.137	20.1	79.9						
7-May	0	0.247	0.992	1.239	19.9	80.1						
8-May	0.3	0.190	0.940	1.130	16.8	83.2						
9-May	1	0.203	1.060	1.263	16.1	83.9						
10-May	0.25	0.183	0.871	1.054	17.4	82.6						
11-May	0	0.164	0.865	1.029	15.9	84.1	243	203	213	192	164	216
12-May	0.2	0.174	0.838	1.012	17.2	82.8						
13-May	0	0.314	1.232	1.546	20.3	79.7						
14-May	0	0.193	0.907	1.100	17.5	82.5						
15-May	0	0.178	0.843	1.021	17.4	82.6						
16-May	0.3	0.171	0.892	1.063	16.1	83.9						
17-May	0	0.172	0.906	1.078	16.0	84.0						
18-May	0	0.133	0.834	0.967	13.8	86.2	280	253	290	264	248	534
19-May	0	0.140	0.874	1.014	13.8	86.2						
20-May	0	0.227	1.054	1.281	17.7	82.3						
21-May	0	0.205	0.971	1.176	17.4	82.6						
22-May	0	0.193	0.927	1.120	17.2	82.8						
23-May	0	0.162	0.856	1.018	15.9	84.1						
24-May	0	0.174	0.832	1.006	17.3	82.7						
25-May	0	0.161	0.900	1.061	15.2	84.8						
26-May	0	0.184	0.932	1.116	16.5	83.5	235	180	255	190	154	280
27-May	0	0.237	1.171	1.408	16.8	83.2						
28-May	0	0.272	1.414	1.686	16.1	83.9						
29-May	0	0.260	1.389	1.649	15.8	84.2						
30-May	0	0.203	1.163	1.366	14.9	85.1						
31-May	0	0.171	0.950	1.121	15.3	84.7						
SUM	2.1	5.950	29.783	35.733								
AVG		0.192	0.961	1.153	17	83	255	216	243	198	175	315

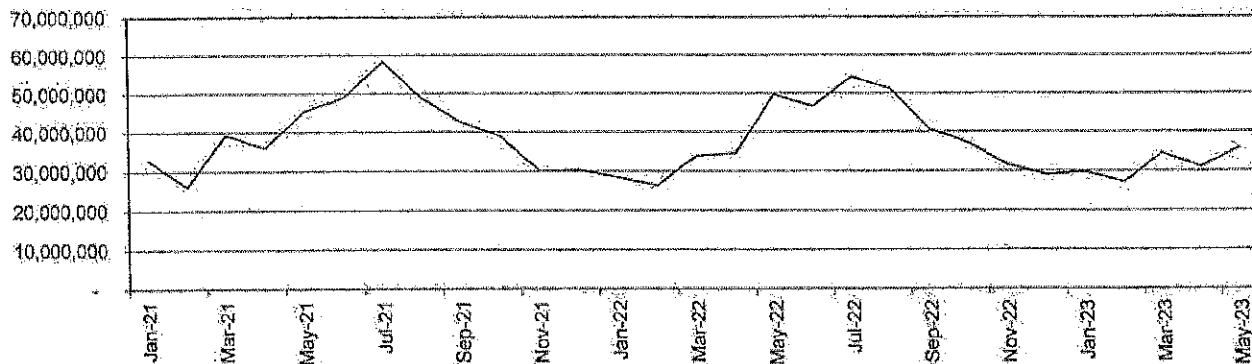
NOTE: BOLD PRINT INDICATES WEEKEND DAYS



Monthly Influent Flow
Figure 3A

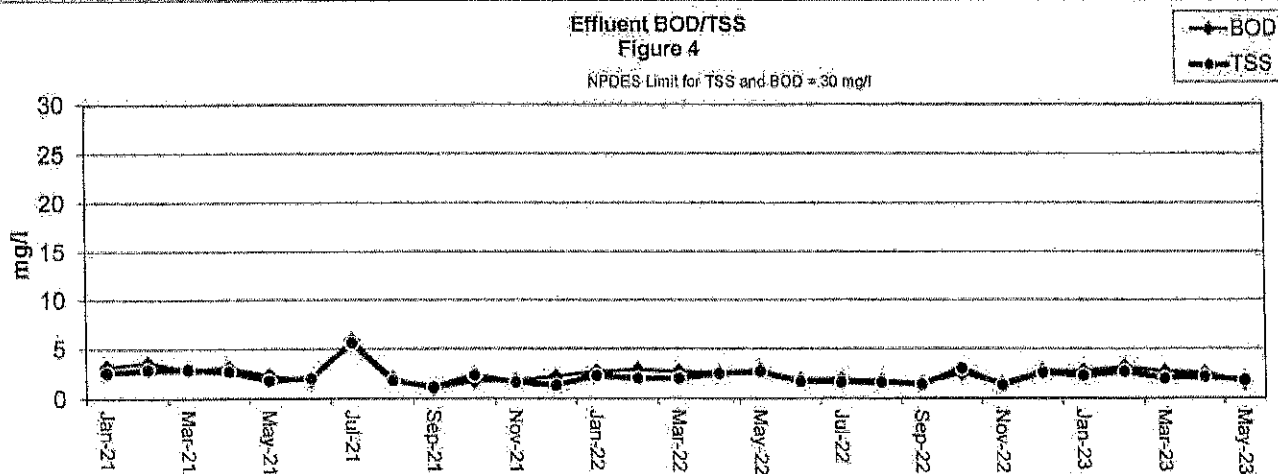


Monthly Influent Flow
Figure 3B

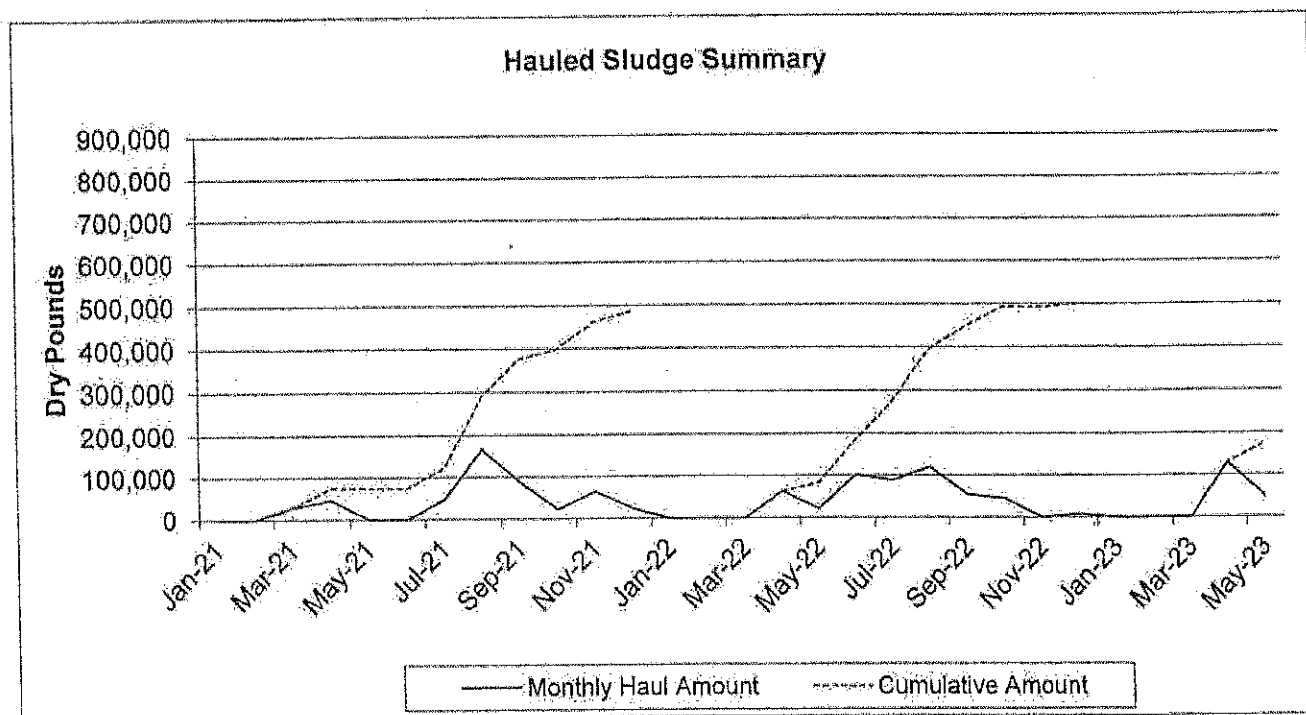
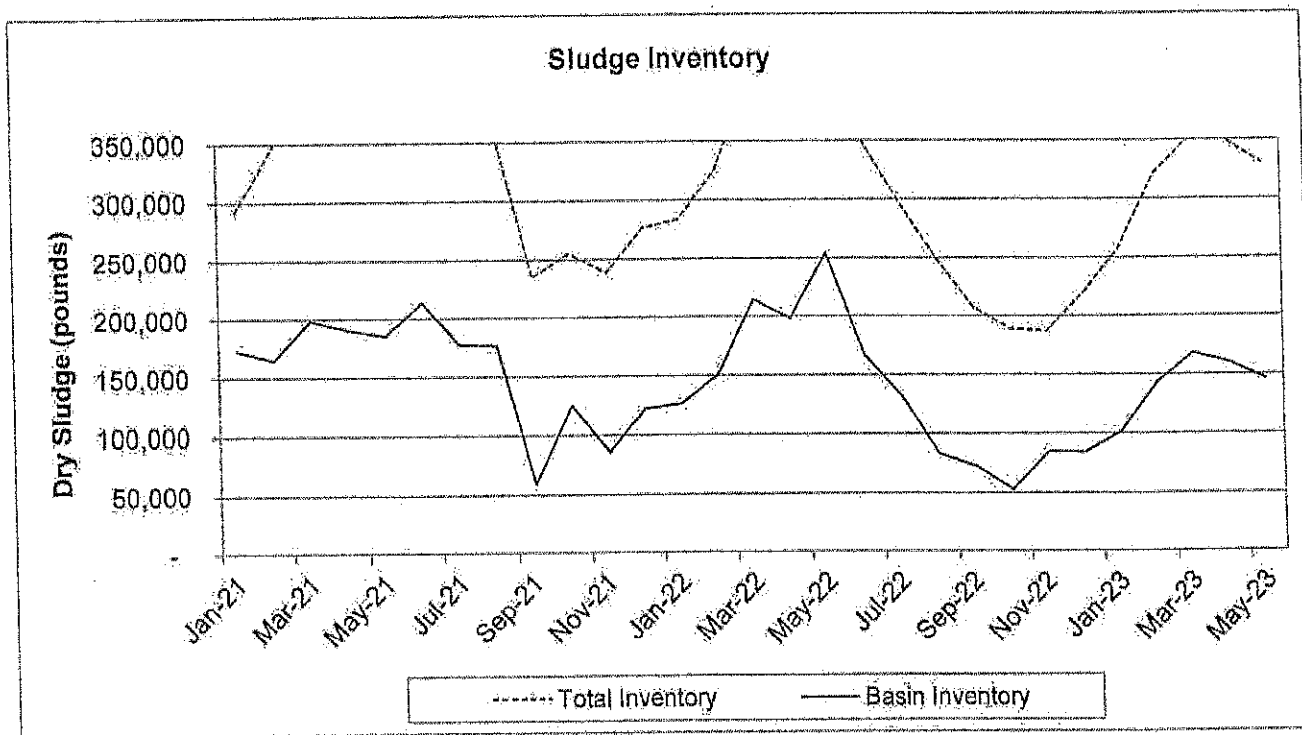


Effluent BOD/TSS
Figure 4

NPDES Limit for TSS and BOD = 30 mg/l



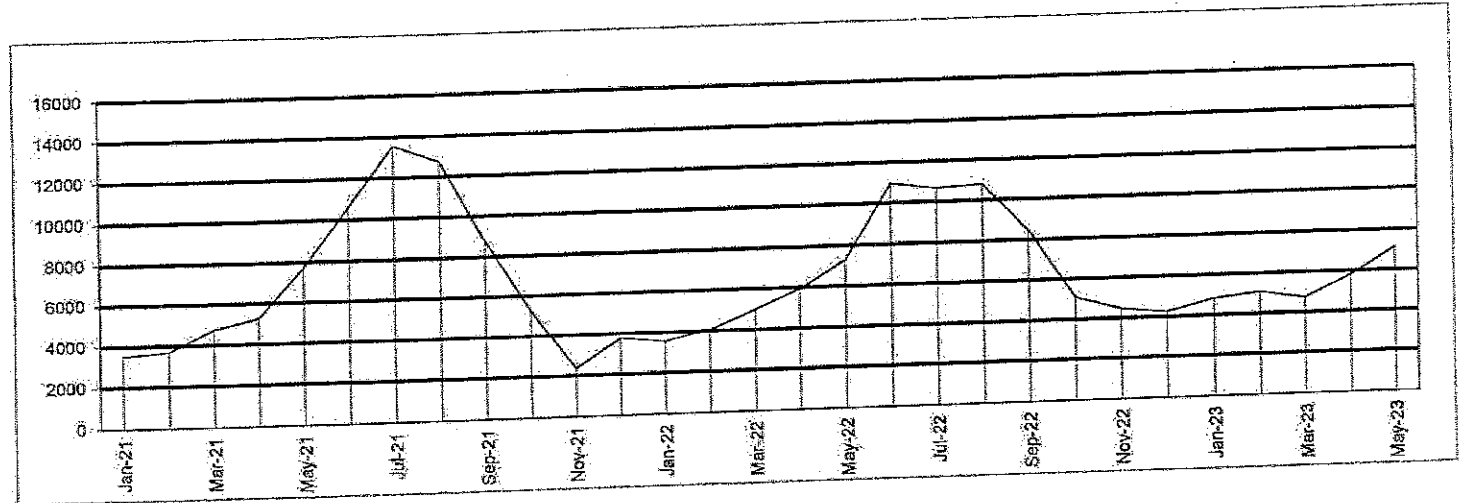
	Hauled Sludge					Basin Depths				Blanket Depths				MLSS Inventory		Blanket and MLSS Inventory		MLSS	Total Dry	Accepted Septage	
	Loads	Gallons	# Dry	% Solids	Annual Cumulative # Dry	Tank #1	Tank #2	AB #1	Basin Gallons	# Dry	Clarf #1	Clarf #2	Clarf #3	MLSS AB #1	MLSS AB #2	Gallons	# Dry	% Solids	Sludge Inventory	Loads	Gallons
Jan-21	0	-	0	4.4%	-	7.0	3.5	0.0	472,500	173,399	6.0	0.0	1.0	3,810	3,780	3,750,600	118,689	0.0038	292,077	83	205,500
Feb-21	0	-	0	4.4%	-	5.0	5.0	0.0	450,000	165,132	5.0	8.0	0.0	5,490	5,750	3,830,906	179,559	0.00562	344,690	28	69,500
Mar-21	23	85,100	28,883	4.1%	28,883	6.0	7.0	0.0	585,000	198,549	2.0	5.0	0.5	6,830	6,330	3,745,048	205,573	0.00658	404,122	32	70,000
Apr-21	39	144,300	45,269	3.8%	74,152	6.0	7.5	0.0	607,500	190,582	12.0	5.0	1.0	6,890	5,350	3,945,382	201,375	0.00612	391,957	22	52,000
May-21	0	-	0	3.8%	74,152	6.0	7.0	0.0	585,000	185,388	13.0	14.0	1.0	6,200	6,330	4,123,002	215,427	0.00627	400,825	48	128,500
Jun-21	0	-	0	3.8%	74,152	7.0	8.0	0.0	675,000	213,921	6.0	7.5	2.0	7,260	8,060	3,926,643	234,903	0.00717	448,824	63	151,500
Jul-21	40	144,000	47,378	3.9%	121,530	5.0	7.0	0.0	540,000	177,668	7.0	12.0	3.0	9,190	8,110	4,067,762	279,340	0.00823	457,007	117	269,000
Aug-21	153	550,800	166,363	3.6%	287,893	7.0	6.0	0.0	585,000	176,693	1.0	1.0	0.5	8,160	5,840	3,657,238	183,008	0.0060	359,701	66	163,000
Sep-21	92	331,200	87,226	3.2%	375,119	2.0	3.0	0.0	225,000	59,257	1.0	1.0	0.5	5,320	6,180	3,657,238	175,383	0.0058	234,640	62	159,500
Oct-21	17	61,200	22,698	4.4%	397,817	3.5	4.0	0.0	337,500	125,173	1.0	0.5	0.5	4,430	4,140	3,648,357	130,381	0.0043	255,554	34	80,000
Nov-21	48	165,600	63,621	4.6%	461,438	3.0	2.0	0.0	225,000	85,442	0.5	1.0	0.0	5,130	4,990	3,626,643	152,138	0.0050	238,580	37	83,000
Dec-21	16	57,600	24,139	5.0%	485,577	4.0	2.5	0.0	292,500	122,581	1.0	1.0	0.0	4,540	5,630	3,635,524	154,179	0.0051	276,789	27	62,000
Jan-22	0	-	0	4.5%	-	4.5	3.0	0.0	337,500	126,664	1.0	3.5	0.0	5,060	5,160	3,679,929	157,136	0.0051	283,800	13	27,000
Feb-22	0	-	0	4.0%	-	7.0	3.0	0.0	450,000	150,120	4.0	1.5	0.0	6,280	5,030	3,697,691	174,393	0.0057	324,513	32	68,000
Mar-22	0	-	0	4.4%	-	6.0	7.0	0.0	585,000	214,672	9.0	10.0	0.0	5,870	5,760	3,937,478	190,464	0.0058	405,135	23	48,000
Apr-22	47	169,200	62,120	4.4%	62,120	7.0	5.0	0.0	540,000	198,255	10.0	10.0	1.0	7,100	5,600	3,998,668	211,765	0.0064	410,021	52	124,500
May-22	16	57,600	21,017	4.4%	83,137	8.5	7.0	0.0	697,500	254,503	2.0	10.0	1.0	6,290	6,630	3,856,572	207,778	0.0065	462,281	37	85,000
Jun-22	84	302,400	102,052	4.0%	185,189	7.0	4.0	0.0	495,000	167,049	4.5	0.5	1.5	5,760	6,010	3,753,952	184,247	0.0059	351,297	42	93,500
Jul-22	80	288,000	88,961	3.7%	274,150	7.0	2.5	0.0	427,500	132,051	8.0	3.0	1.5	4,740	5,860	3,860,524	166,296	0.0052	298,348	33	68,500
Aug-22	108	388,800	120,426	3.7%	394,576	2.0	4.0	0.0	270,000	83,629	1.5	1.0	0.5	5,490	5,420	3,686,119	166,789	0.0055	250,418	168	300,000
Sep-22	51	183,600	54,073	3.5%	448,649	3.5	2.0	0.0	247,500	72,893	1.0	1.0	0.5	4,650	4,160	3,657,238	134,359	0.0044	207,251	76	160,000
Oct-22	42	151,200	44,405	3.5%	493,054	1.0	3.0	0.0	180,000	52,863	0.5	0.5	0.5	4,590	4,390	3,639,476	136,286	0.0045	189,149	33	71,000
Nov-22	0	-	0	3.5%	493,054	4.0	2.5	0.0	292,500	85,381	1.0	1.0	0.0	4,330	2,340	3,635,524	101,573	0.0034	186,954	36	89,500
Dec-22	8	28,800	7,746	3.2%	500,800	4.0	3.0	0.0	315,000	84,722	1.5	1.5	0.0	4,510	4,270	3,653,286	133,756	0.0044	218,478	33	71,500
Jan-23	0	-	0	3.2%	-	5.0	3.5	0.0	382,500	102,082	1.0	1.0	0.0	4,680	5,390	3,635,524	155,543	0.0051	257,625	35	74,500
Feb-23	0	-	0	3.2%	-	6.5	5.5	0.0	540,000	144,115	2.0	2.0	0.0	6,060	5,570	3,671,048	177,882	0.0058	321,997	38	87,500
Mar-23	0	-	0	3.2%	-	7.0	7.0	0.0	690,000	188,134	1.0	2.0	1.0	5,310	6,640	3,696,714	184,213	0.0060	352,347	50	115,500
Apr-23	116	417,000	129,223	3.7%	129,223	7.5	4.0	0.0	517,500	160,367	1.0	1.0	1.0	6,200	6,170	3,678,952	189,771	0.0062	350,138	82	171,500
May-23	48	172,800	46,747	3.2%	175,970	6.0	6.0	0.0	540,000	146,084	0.5	9.0	0.5	5,120	6,530	3,790,453	184,142	0.0058	330,226	49	102,500



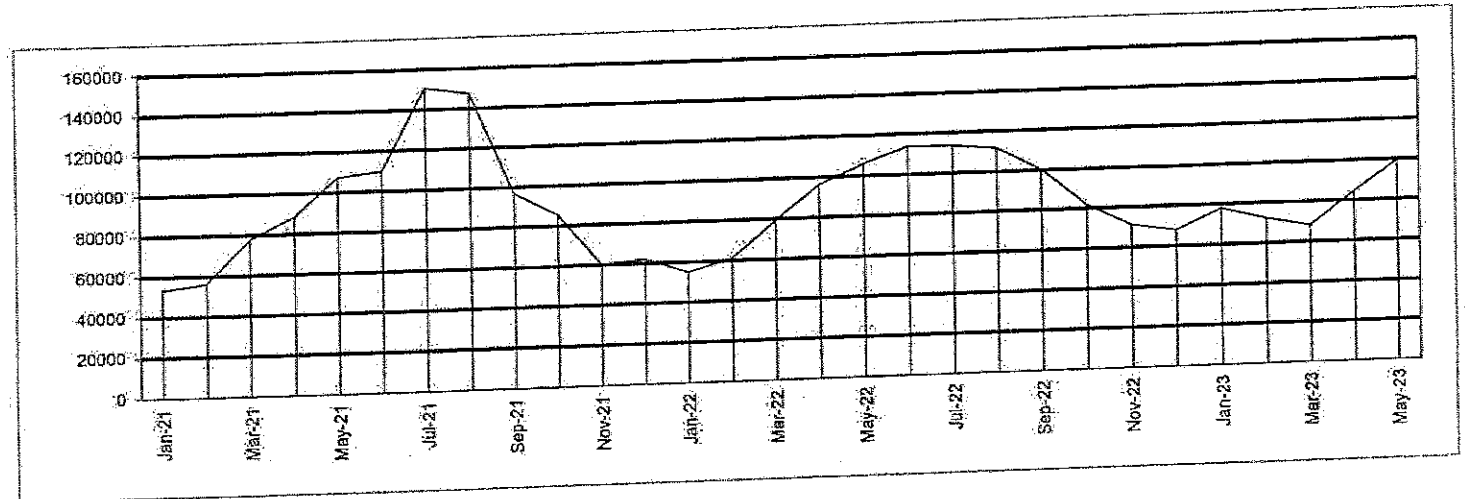
Electric Cost

Electric Cost Kilowatts Used

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
Aug-21	12737	147,810
Sep-21	8751	96,600
Oct-21	5233	85,530
Nov-21	2348	60,370
Dec-21	3776	62,100
Jan-22	3547	55,070
Feb-22	4063	61,330
Mar-22	4979	79,050
Apr-22	5907	96,160
May-22	7292	106,100
Jun-22	10958	113,870
Jul-22	10648	113,590
Aug-22	10800	111,690
Sep-22	8498	100,470
Oct-22	5071	82,030
Nov-22	4451	71,240
Dec-22	4224	68,000
Jan-23	4809	77,980
Feb-23	5074	72,420
Mar-23	4730	68,320
Apr-23	5801	84,440
May-23	7128	99,300



Kilowatts Used





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

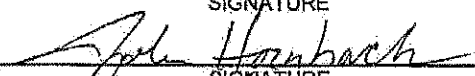
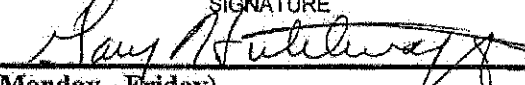
NAME OF FACILITY							LOCATION ADDRESS & CITY							COUNTY/REGION		
Lake of the Ozarks Regional WWTP #1							#3 Anderson Road							Miller/SWRO		
MONTH/YEAR		PERMIT NUMBER					OUTFALL NUMBER		TYPE TREATMENT FACILITY							
May-23		MO-0103241					#001		Oxidation Ditch/UV/Sludge Holding-sludge is land applied							
INFLUENT						EFFLUENT								% Removal		
DATE	pH UNITS	BOD mg/L	TSS mg/L	Ammonia as N 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	6.9				16.3	1.422	7.7				9.7	< 20	15.9			
2	7.0				15.7	1.294	7.6				9.7		14.9			
3	7.1			35.7	16.8	1.141	7.7			0.01	10.0		17.1			
4	7.0	215	230		16.4	1.011	7.6	2.5	2.3		9.7		16.3	98.8	99.0	
5	7.2				17.7	1.171	7.7				9.4		17.4			
6	7.3				19.0	1.379	7.7				9.3		18.3			
7	7.4				20.1	1.455	7.8				9.1		19.9			
8	7.0				18.9	1.351	7.7				9.0	< 20	19.9			
9	7.0				18.9	1.457	7.7				9.0		20.3			
10	6.9			29.5	18.5	1.388	7.7			0.05	9.0		20.5			
11	7.0	213	216		19.5	1.284	7.7	1.3	1.4		9.0		20.5	99.4	99.4	
12	7.0				18.4	1.318	7.8				8.8		20.5			
13	7.0				19.6	1.351	7.7				8.6		21.4			
14	7.1				19.7	1.311	7.8				8.7		21.7			
15	7.0				20.0	1.256	7.8				8.6	< 20	21.6			
16	6.9				19.1	1.304	7.7				9.0		20.8			
17	6.9			33.7	19.1	1.304	7.7			0.03	8.9		20.4			
18	6.9	290	534		20.4	1.176	7.7	1.4	1.6		8.8		21.7	99.5	99.7	
19	7.0				19.8	1.245	7.7				8.9		20.7			
20	7.0				19.2	1.406	7.7				9.2		19.4			
21	7.1				19.3	1.385	7.7				9.2		19.9			
22	6.9				19.7	1.405	7.6				9.1	< 20	20.0			
23	7.0				19.4	1.147	7.7				9.1		19.4			
24	7.1			32.8	20.0	1.296	7.6			0.02	9.0		20.5			
25	7.1				19.7	1.360	7.7				9.0		20.3			
26	7.0	255	280		19.5	1.446	7.6	1.3	1.7		9.0		19.9	99.5	99.4	
27	7.0				18.3	1.781	7.7				9.1		18.6			
28	6.9				19.6	1.994	7.7				8.9		19.5			
29	7.0				19.7	1.977	7.9				9.0		19.4			
30	6.9				20.4	1.665	7.7				8.7	< 20	21.1			
31	7.0				20.3	1.259	7.8				8.7		21.2			
Total						42.739										
Avg		243	315	32.9	19.0	1.379		1.6	1.8	0.03	9.1	10.0	19.6	99.3	99.4	
Min	6.9	213	216	29.5	15.7	1.011	7.6	1.3	1.4	0.01	8.6	< 20	14.9	98.8	99.0	
Max	7.4	290	534	35.7	20.4	1.994	7.9	2.5	2.3	0.05	10.0	< 20	21.7	99.5	99.7	

MONTHLY EFF MONITORING				QUARTERLY EFF MONITORING				MONTHLY INF MONITORING		
DATE	Phosphorus mg/L	TKN mg/L	Nitrite+Nitrate mg/L	Oil & Grease mg/L	TR. Cadmium mg/L	Selenium mg/L	Hardness mg/L	Phosphorus mg/L	TKN mg/L	Nitrite+Nitrate mg/L
1										
2										
3										
4										
5										
6										
7										
8										
9										
10	1.91	0.663	0.267					5.6	40.2	<0.030
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
Total	1.91	0.663	0.267					5.58	40.2	<0.030
Avg	1.91	0.663	0.267					5.58	40.2	<0.030
Min	1.91	0.663	0.267					5.58	40.2	<0.030
Max	1.91	0.663	0.267					5.58	40.2	<0.030

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

DATE 23-May	SLUDGE DISP. LBS. DRY WEIGHT	#1 Aeration Basin, O-Ditch, Etc.				#2 Aeration Basin, O-Ditch, Etc.				*Weather Conditions		
		MIXED LIQUOR				MIXED LIQUOR				* Ambient Temp ° F	*RAIN Inches	Time
		* DO mg/l	** MLSS mg/l	*Settleability		* DO mg/l	** MLSS mg/l	*Settleability				
				*30 min ml	Temp ° C			*30 min ml	Temp ° C			
1		1.7	6,470	840	16.2	2.2	6,720	840	16.1	51	0	7:30
2	9,307	2.0	6,120	930	15.3	1.7	6,980	890	15.4	49	0	7:30
3	5,765	2.1	5,990	790	16.7	2.0	6,740	890	16.9	45	0	7:30
4	5,404	2.4	5,610	780	16.4	1.9	6,670	850	16.3	45	0	7:30
5		1.5	6,060	770	18.6	1.3	6,640	840	17.8	60	0	7:30
6		1.3	6,430	820	18.6	1.2	6,320	830	18.4	65	0	7:30
7		0.8	7,340	850	20.1	1.2	5,820	700	19.9	69	0	7:30
8		1.0	6,590	810	20.2	1.2	6,300	800	20.1	67	0.3	7:30
9		1.1	6,650	820	20.5	1.3	6,250	770	20.5	65	1.0	7:30
10		1.1	6,700	790	20.5	1.4	6,500	770	20.6	65	0.25	7:30
11		1.2	6,590	750	20.6	1.4	6,540	800	20.6	68	0	7:30
12		1.2	6,410	780	20.3	1.2	6,700	750	20.4	67	0.2	7:30
13		1.6	6,080	780	21.3	1.6	5,290	680	21.4	69	0	7:30
14		1.6	6,270	770	21.6	1.7	6,210	770	21.6	67	0	7:30
15		1.3	6,900	800	21.7	1.4	6,060	750	21.7	70	0	7:30
16		1.0	6,470	800	20.6	1.3	6,460	780	20.7	64	0.3	7:30
17	3,963	1.3	6,430	830	20.2	2.1	5,730	760	20.2	60	0	7:30
18	8,167	1.4	6,800	830	21.3	1.6	6,630	810	21.2	59	0	7:30
19	1,021	1.1	6,830	870	20.5	1.3	6,290	800	20.5	62	0	7:30
20		1.2	6,460	800	19.7	1.5	6,400	820	19.7	53	0	7:30
21		2.0	6,550	800	20.2	2.0	6,380	800	19.9	55	0	7:30
22	8,917	2.0	5,800	750	20.1	1.0	6,990	880	20.2	58	0	7:30
23	4,203	1.1	6,250	800	19.7	1.4	6,210	750	19.9	57	0	7:30
24		1.1	6,320	810	20.6	1.1	6,490	810	20.5	64	0	7:30
25		1.3	6,800	850	20.4	1.0	6,050	830	20.4	61	0	7:30
26		1.1	6,340	840	20.1	1.1	6,600	880	20.4	57	0	7:30
27		1.4	6,290	860	18.4	1.5	6,380	870	18.6	51	0	7:30
28		1.0	6,300	850	19.4	1.0	6,850	890	19.5	56	0	7:30
29		1.0	6,520	850	19.6	1.0	6,110	860	19.7	58	0	7:30
30		0.8	6,770	860	21.3	0.8	6,830	880	21.4	62	0	7:30
31		1.1	5,120	750	21.1	1.1	6,530	850	21.1	67	0	7:30

COMMENTS:

TESTS PERFORMED BY (PRINT)	SIGNATURE	PHONE #	DATE
John Hornback		(573)365-0455	6/5/2023
REPORT APPROVED BY (PRINT)	SIGNATURE	PHONE #	DATE
Gary Hutchcraft		(573)365-0455	6/5/2023

*Required Daily (Monday - Friday)

**Required 1/week

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	001M
Monitoring Period	
5/1/23	5/31/23
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements		Unit
Flow, in conduit or thru treatment plant	*****	*****	*****	*****	1.994	1.379	Mgal/d
Mon. Location.: End of Pipe	*****	*****	*****		Daily Max.:Monitoring Required	Monthly Avg.:Monitoring Required	
Sample Type: Total Measured							
Frequency: Daily							
BOD, 5-day, 20 deg. C	*****	2.5	1.6	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	*****	Weekly Avg.:45	Monthly Avg.:30		*****	*****	
Sample Type: 24 Hour Composite							
Frequency: Weekly							
Total Suspended Solids (TSS)	*****	2.3	1.8	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	*****	Weekly Avg.:45	Monthly Avg.:30		*****	*****	
Sample Type: 24 Hour Composite							
Frequency: Weekly							
Escherichia coli (E. coli)	*****	<20	10.0	#/100mL	*****	*****	*****
Mon. Location.: End of Pipe	*****	7 Day Geo.:630	30 Day Geo. Mean:126		*****	*****	
Sample Type: Grab							
Frequency: Weekly							
Phosphorus, total (as P)	1.91	*****	1.91	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****	Monthly Avg.:Monitoring Required		*****	*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, Kjeldahl, total (as N)	0.663	*****	0.663	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****	Monthly Avg.:Monitoring Required		*****	*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrite plus nitrate total (as N)	0.267	*****	0.267	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****	Monthly Avg.:Monitoring Required		*****	*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, ammonia total (as	0.05	*****	0.03	mg/L	*****	*****	*****

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

N) Mon. Location: End of Pipe Sample Type: 24 Hour Composite Frequency: Weekly	Daily Max.:12.1	****,****	Monthly Avg.:2.2		****,****	****,****	
pH Mon. Location: End of Pipe Sample Type: Grab Frequency: Weekly	7.6	****	7.9	SU	****	****	****
	Minimum:6.0	****,****	Maximum:9.0		****,****	****,****	
BOD, 5-day, percent removal Mon. Location: End of Pipe Sample Type: Calculated Frequency: Monthly	****	****	98.8	%	****	****	****
	****,****	****,****	Monthly Avg. Min.:85		****,****	****,****	
Suspended Solids, percent removal Mon. Location: End of Pipe Sample Type: Calculated Frequency: Monthly	****	****	99.0	%	****	****	****
	****,****	****,****	Monthly Avg. Min.:85		****,****	****,****	

Comments:

Had pH value incorrect on the influent on the 25th. Only needed to change out the attachment.

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
MOD103241	INFIM
Monitoring Period	
5/1/23	5/31/23
NOD:	*****

Parameters		Reporting Requirements		Unit	Reporting Requirements		Unit
BOD, 5-day, 20 deg. C	****	****	243	mg/L	****	****	****
Mon. Location.: Influent	****;****	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Total Suspended Solids (TSS)	****	****	315	mg/L	****	****	****
Mon. Location.: Influent	****;****	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, ammonia total (as N)	35.7	****	32.9	mg/L	****	****	****
Mon. Location.: Influent	Daily Max.:Monitoring Required	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Phosphorus, total (as P)	5.6	****	5.6	mg/L	****	****	****
Mon. Location.: Influent	Daily Max.:Monitoring Required	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, Kjeldahl, total (as N)	40.2	****	40.2	mg/L	****	****	****
Mon. Location.: Influent	Daily Max.:Monitoring Required	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrite plus nitrate total (as N)	<0.030	****	<0.030	mg/L	****	****	****
Mon. Location.: Influent	Daily Max.:Monitoring Required	****;****	Monthly Avg.:Monitoring Required		****;****	****;****	
Sample Type: 24 Hour Composite							
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
June 7, 2023

User Phone Number
(573)365-0455

FOR MAY 2022

Use following abbreviations: Birth, B; now, Government, G; Party, Party

6/5/2023



Date: June 12, 2023

To: Joint Sewer Board of Lake Ozark and Osage Beach

Re: Contract Extension and Succession Planning

As was requested at the May 2023 meeting, Alliance proposes the attached draft contract amendment for the purpose of extending the current Agreement for Professional Operations of the Lake Ozark and Osage Beach Wastewater Treatment Facilities.

The draft amendment would add three years to the current contract term. In addition, because the Board is considering changing the authorized purchasing limit, we have included the related section for completion when the purchasing limit amount is set.

Also noteworthy, because our insurance and legal advisors have identified a gap in auto insurance coverage, Alliance will begin providing full coverage for the vehicles it drives, regardless of vehicle ownership. This cost will be included in Alliance's monthly fee. While this change does not require a contract modification, the Board may want a related contract amendment if it chooses to drop its vehicle coverage and avoid duplicate coverage. Please let us know if you'd like for Alliance to draft this contract change.

Regarding succession planning, you can be certain that when Gary sets his retirement date, Alliance will actively recruit his replacement both inside and outside of our organization. We have a standard practice of "growing our own" for leadership positions through training and other leadership development opportunities. In addition, we continue to recruit top industry talent on an ongoing basis to keep a deep bench.

Thank you for the trust you have in Alliance. We value the partnership we have established and sustained together. If you have any questions about the proposed contract changes, please call Division Manager Josh Duncan at 573-216-4506 or me at 573-874-8080 x229.

Tim Geraghty, President

cc: Josh Duncan, Division Manager
Gary Hutchcraft, Local Manager
Tony Sneed, VP/Director of Operations

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this _____ day of _____, 2023 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") between the Board and Alliance and all subsequent amendments.

The Agreement is modified to replace the last paragraph of Section IV as follows. Items modified are shown in bold text.

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.

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

Term: Services under this Agreement shall end on December 31, **2024 2027**, 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

Authorized Signature

President
Alliance Water Resources

Board Chairman
Joint Sewer Board of Lake Ozark
and Osage Beach

Date

Date

Witness:

Witness:

Secretary

Secretary

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:

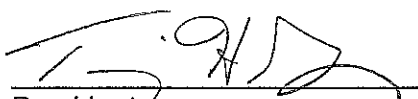
The Agreement is modified to replace Section V as follows. Items modified are shown in bold text.

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.

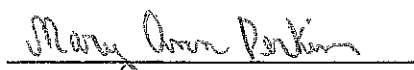
Authorized Signature



President
Alliance Water Resources

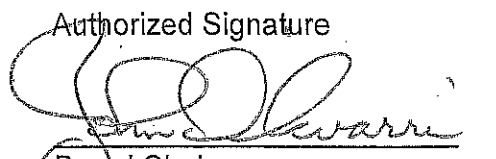
7/23/2021
Date

Witness:



Secretary

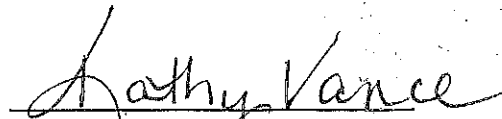
Authorized Signature



Board Chairman
Joint Sewer Board of Lake Ozark
and Osage Beach

8/17/21
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 Equipment & Computers	Replacement Value
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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 Coverages	All Vehicles used by 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

Joshua Kane
Secretary

Johnnie Francesher
Board Chairman Date

WITNESS:

ALLIANCE WATER RESOURCES, INC.

Mary Anne Putkins
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 #14516401

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