OSAGE BEACH/LAKE OZARK
JOINT SEWER BOARD MEETING
AGENDA
APRIL 17, 2012
4:00 p.m.
LAKE OZARK CITY HALL

1. **CALL TO ORDER**

2. **ROLL CALL**

   Penny Lyons, Mayor, Osage Beach
   Johnnie Franzeskos, Mayor, Lake Ozark
   Nancy Viselli, City Administrator, Osage Beach
   Dave VanDee, City Administrator, Lake Ozark
   Don Langley, Alderman, Lake Ozark
   Ron Schmitt, Alderman, Osage Beach
   Rick King, Public Works Director, Osage Beach
   Matt Michalik, Public Works Director, Lake Ozark
   Gary Hamner

3. **MINUTES**

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4. **REPORTS**

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March 2012 Alliance Report and Flow Report	27-47

5. **OLD BUSINESS**

   A. Discussion and possible action regarding *Multiple Project Agreement for Professional Services* between the Joint Sewer Board of Lake Ozark and Osage Beach and HDR Engineering, Inc. for professional engineering services, consulting and related services.

   49-55

   B. Discussion and possible action regarding *Task Order 1* between Joint Sewer Board of Lake Ozark and Osage Beach and HDR Engineering defining specific engineering services to be provided as part of Generator Preliminary Engineering Report.

   57-59

6. **NEW BUSINESS**

A. Discussion and possible action on UV System repairs.

7. **DISCUSSION**

8. **ADJOURNMENT**

THE NEXT MEETING WILL BE MAY 15, 2012; 4:00 PM; LAKE OZARK CITY HALL

LAKE OZARK - OSAGE BEACH
JOINT SEWER BOARD

Meeting Minutes
March 20, 2012

Call to Order:

Mayor Penny Lyons called the meeting to order at 4:00 p.m. at Lake Ozark City Hall.

Roll Call:

Mayor Penny Lyons
Mayor Johnnie Franzeskos
Nancy Vicelli, City Administrator
Dave Van Dee, City Administrator
Rick King, Public Works Director
Matt Michalik, Public Works Director
Ron Schmitt, Alderman – absent
Don Langley, Alderman
Gary Hamner- absent

Minutes of Past Meetings:

Mayor Lyons requested a motion to approve the minutes from February 21, 2012 meeting. City Administrator Viselli motioned to approve the minutes as written. Motion seconded by Public Works Director Michalik, and unanimously approved.

Reports:

Financial Reports: After discussion regarding the AmerenUE invoice, Mayor Franzeskos motioned approval to pay the Bills. Motion seconded by City Administrator Viselli and unanimously approved. No other action was taken with regard to the financial reports.

February Alliance Report of Operations: Mr. Tuttle reviewed the February Operations Report, a copy of which was included in the meeting packet. With no questions or comments, Mayor Franzeskos motioned to approve the February Flow Reports as presented. Motion seconded by Alderman Langley, and unanimously approved.

Old Business:

Osage Beach City Attorney Ed Rucker was present and gave Members an update of the Quarry Litigation regarding the Burden of Persuasion, and whose responsibility it is between the Land Reclamation Commission and Magruder Limestone Company. Further discussion occurred regarding this issue, no action was taken.

New Business:

Public Works Director Rick King informed Members that himself, PW Director Michalik, Nick Edelman and Gary Hutchcraft met with the Engineering Firm for the Generator Project on Monday March 19, 2012 and asked for a Proposal on the Options as requested by the Board. King reviewed the options that they requested from the Firm with Members. Further discussion occurred amongst Members.

Open Discussion: None at this time.

Adjournment:

With nothing further to discuss, the meeting was adjourned at 4:14 pm. The next regularly scheduled meeting is Tuesday, April 17, 2012, 4:00 pm., Lake Ozark City Hall.

Penny Lyons Mayor, Osage Beach	Julie Huttenlocker Joint Sewer Clerk, Lake Ozark

JOINT SEWER BOARD
BILL LIST
April 17, 2012

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:	$ 22,745.70
OPERATING FUND BILLS TO BE PAID:	$ 9,802.53
EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:	$ -
EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:	$ -
TOTAL	$ 32,548.23

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Check	Paid To:	Description:	Amount:
4010	3180	Alliance Water Resources, Inc.	Management Fee	$ 22,745.70
			TOTAL	$ 22,745.70

OPERATING FUND BILLS TO BE PAID:

Account	Check	Paid To:	Description:	Amount:
4170	3181	Equipment Replacement Fund	Payment into ER Fund	$ 3,467.17
4000	3182	Equipment Replacement Fund	New Basin -Loan Payment	$ 2,330.12
4160	3183	Alliance Water Resources, Inc.	Hauled Waste	$ 2,070.00
4020	3184	Alliance Water Resources, Inc.	Misc Repair/Main	$ 1,265.29
4150	3184	Alliance Water Resources, Inc.	Misc Vehicle Repair	$ 167.30
4020	3185	Zerger & Mauer	Magruder Lawsuit	$ 502.65
				$ 9,802.53

EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:

Account	Check	Paid To:	Description:	Amount:
				$ -

EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:

Account	Check	Paid To:	Description:	Amount:
				$ -

Alliance Water Resources, Inc.

Professional Water and Wastewater Operations

206 South Keene Street

Columbia, Missouri 65201

(573) 874-8080 Fax (573) 443-0833

INVOICE

Invoice No: 5221

1-Apr-12

SOLD TO:

Lake Ozark/Osage Beach Joint Utility Board
c/o Karri Bell
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Customer No: 20220

Terms: 30 days

REFERENCE	DESCRIPTION	AMOUNT
	Wastewater Plant operating service for month of: Apr-12	
	Base Fee	$22,745.70
	TOTAL DUE	$22,745.70

Alliance Water Resources, Inc.

Professional Water and Wastewater Operations
206 South Keene Street
Columbia, Missouri 65201
(573) 874-8080 Fax (573) 443-0833

INVOICE

SOLD TO:

Lake Ozark/Osage Beach Joint Utility Board
c/o Karri Bell
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Invoice No:	5220 B
Invoice Date:	31-Mar-12
Customer No:	20220
Terms:	30 days

REFERENCE	DESCRIPTION		AMOUNT
	Hauled waste payments for the month of	Mar-12	
	2 Hauled Waste Loads @ $40.00 each		$80.00
	23 Hauled Waste Loads @ $50.00 each		$1,150.00
	14 Hauled Waste Loads @ $60.00 each		$840.00
		TOTAL DUE	$2,070.00

Alliance Water Resources, Inc.

Professional Water and Wastewater Operations
206 South Keene Street
Columbia, Missouri 65201
(573) 874-8080 Fax (573) 443-0833

INVOICE

Invoice No:	**5247**
Invoice Date:	**1-Apr-12**
Customer No:	**20220**
Terms:	**30 days**

SOLD TO:

Lake Ozark/Osage Beach Joint Utility Board
c/o Karri Bell
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

REFERENCE	DESCRIPTION	AMOUNT
	Denny's Dock Service, LLC - 1 Invoice - 50%	$75.00
	Sherwin- Williams - 1 Invoice - 50%	$147.10
	Roemer's Heavy Equipment & Truck Repair - 1 Invoice - 50%	$92.30
	Walmart - 1 Invoice - 50%	$51.95
	John Henry Foster - 1 Invoice - 50%	$61.66
	Jefferson City Oil - 1 Invoice - 100%	$1,004.58
	TOTAL DUE	**$1,432.59**

Denny's Dock Service, LLC
P.O.Box 1516
Lake Ozark, MO 65049

Phone #	573-964-0101
Fax #	573-964-0177

Invoice

Date	Invoice #
3/2/2012	0035

Bill To
Alliance Water

RECEIVED
MAR 05 2012

Terms

Description	Quantity	Price Each	Amount
Weld repair cracks and broken support on left rear part of tank on truck.		150.00	150.00
GL Acct#: 6702-20 $75.00 1220-20	$75.00	4150	
Signature:			
Date: 3/5/12			

	Total	$150.00

THE SHERWIN-WILLIAMS CO.
5151 OSAGE BEACH PKWY #A
OSAGE BEACH MO 65065 3285

SHERWIN-WILLIAMS.

Visit www.sherwin-williams.com
Store 3106
(573) 348-1541

CHARGE INVOICE
No. 1390-6

ACCOUNT: **1026-3248-6**

JOB 01 ALLIANCE WATER RESOURCES INC

PAGE 1 OF 1
PO#

SHIPPED TO:

LOOB

DATE: 03/01/2012
TIME: 10:21 AM

2-0100
E99/16316

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

(573) 365-0455

TERMS: NET PAYMENT DUE ON APR. 20TH

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
630-0644	GALLON	B60V40	HIMIL SHERTAR HARD B	1	92.89	92.89
630-0487	3GL-KT	B69B40	HIMIL SHERTAR A	1	150.99	150.99
153-7620	EACH	050	5 QT PLSTC POT LNR	4	1.39	5.56
944-8390	EACH	R-6885ES	6885 SHIELDCVR25PK	25	1.79	44.75

Thank You
receipt required for refund

SUBTOTAL	**294.19**
7.475% SALES TAX:1-266506500	**21.99**
CHARGE	**$316.18**

MERCHANDISE RECEIVED IN GOOD ORDER BY:

GARY

RECEIVED
MAR 14 2012

GL Acct#: 6700-20 $169.08 1220-20 $147.10 4020
Signature: Gary Hutchcraft
Date: 3/14/12

ROEMER'S HEAVY EQUIPMENT
& TRUCK REPAIR

229270

P. O. Box 191
Osage Beach, Mo 6506[illegible]

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
GARY - 216 - 8398		Feb - 22 - 12

NAME: Alliance water Resources, Inc.

ADDRESS: P. O. Box 1985

CITY, STATE, ZIP: Lake Ozark, MO. 65049

RECEIVED MAR 0 7 2012

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	3966106 Expansion Tank		$ 172.63
2				
3		FOR SLUDGE TRUCK		
4				
5				
6			Freight	$ 11.97
7			Tax	$ 13.34
8				
9				
10		TOTAL	$	197.94
11				
12				
13		GL Acct#: 6202-20 $105.64 1220-20		92.30
14		Signature: [signature]		
15				4150
16		Date: 3/7/12		
17				
18				

RECEIVED BY

A-6805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Walmart
Save money. Live better.

(573) 348 - 6445
MANAGER PHIL HAMILTON
4252 HIGHWAY 54
OSAGE BEACH MO 65065
ST# 0815 OP# 00000116 TE# 03 TR# 08346
EL W G 64OZ 004457941266 27.97 X WEED KILLER
EL W G 64OZ 004457941266 27.97 X
EL W G 64OZ 004457941266 27.97 X
LAWN REPAIR 018664920243 19.98 X GRASS SEED
SUBTOTAL 103.89
TAX 1 7.475 % 7.77
TOTAL 111.66
WALMART CREDIT TEND 111.66

ACCOUNT # **** **** **** **59 20 S
APPROVAL # 027404
REF # 208700397031
TERMINAL # 32008811

03/27/12 14:17:40

CHANGE DUE 0.00

ITEMS SOLD 4

TC# 7018 7743 6939 2807 0697 3

Visit Walmart.com today for
free shipping with Site to Store
03/27/12 14:17:41

CUSTOMER COPY

RECEIVED
MAR 27 2012

GL Acct#: 6700-20 $59.71 1220-20 $51.95 4020

Signature: [signature]

Date: 3/27/12

www.jhf.com

REMIT TO: P.O. BOX 419161
Creve Coeur, MO 63141-9161

Ph (314) 427 0600
Fax (314) 427-3502

We accept Visa, Mastercard, and American Express

Invoice #	01133404
Page #	1
Date	03/20/2012

** ORIGINAL INVOICE **

SOLD TO

Account #: 30796
ALLIANCE WATER RESOURCES
#3 ANDERSON ROAD
P.O. BOX #1985
LAKE OZARK, MO 65049-

SHIP TO

30796
ALLIANCE WATER RESOURCES
#3 ANDERSON ROAD
P.O. BOX #1985
LAKE OZARK, MO 65049-

Customer PO Number	Ship Date	Salesperson	Terms	Order Date
VERBAL GARY	03/20/2012	Neil Burton	Net 20 Days	03/20/2012

JHF Order #	Order Entered By	Placed By	Ship Via
01411151	Tyler Ostmann	GARY HUTCHCRAFT	UPS

Part Number / Description	Ordered	Shipped	Backorder	Price Ea.	Extension
38436721 IR ALL SEASON SYNTH OIL -1 LIT 1 LITER = 1.06 QUART Original Item#: FOR UV AIR COMPRESSOR 32498560 T30 SELECT LUBR-1 QUART, Tracking #(s): 1Z6655700369367740	5	5	0	21.00	105.00

RECEIVED
MAR 27 2012

GL Acct#: 6705-20 $71.04 1220-20 $61.66
Signature: Gary Hutchcraft
Date: 3/27/12

4020

We Sell Ingersoll Rand Air Compressors

Review and place orders at www.jhf.com!

Subtotal	Freight	Sales Tax	TOTAL
105.00	18.33	9.37	132.70

QF-03-02 10-1-2005

Subject to Terms and Conditions at http://www.jhf.com/terms_of_purchase.htm

"QUALITY LUBRICANTS FROM"

JEFFERSON CITY OIL CO., INC. 596937

1601 CHRISTY DR. P.O. BOX 576, JEFFERSON CITY, MO 65102
PHONE: (573) 634-2025 FAX: (573) 634-5246

Conoco · Shell · Mobil

CUSTOMER ACCT# 70624P	PHONE (573) 365-0485	DATE 3/29/2012
NAME Alliance Water Res - Lake		
ADDRESS PO Box 1985, 3 Anderson Rd		
CITY / STATE Lake Ozark, Mo. 65049		
DELIVERED TO	TERMS	

CASH	CHECK#	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT	CUSTOMER ORDER NO. (P.O.#)
			✓				1041-20

GALLONS/ POUNDS	COUNT	PKG. SIZE	PRODUCT	PRICE	AMOUNT
	1	400lb	Mobilgear 600 XP 320	1004.58	1004 58
			Thank You!		
			Has Exchange		

DRUM DEPOSIT						
NO.	TYPE	SIZE	PRICE	AMOUNT	SUB TOTAL	1004 58
1	Mobil	55	20.00	20 00	SALES TAX	~~77 60~~
					DRUM DEPOSIT	+ 20 00
DRUM RETURN FOR DEPOSIT					DRUM RETURNS	- (20 00)
1	Mobil	55	(20.00)	(20 00)		
					TOTAL	~~1082 18~~
CUSTOMER SIGN HERE [signature]					SALESMAN SIGN HERE	

4020

On approved credit purchases, unless otherwise noted on this invoice, payment is due by the 10th of the month following first statement billing. Any future unpaid balance on this invoice is then subject to a FINANCE CHARGE of a monthly periodic rate of 1.5% (annual rate 18%).

GL Acct#: 1220-20

Signature: [signature]

Date: 3/29/12

RECEIVED MAR [illegible]

ZERGER & MAUER LLP
1100 Main Street
Suite 2100
Kansas City, MO 64105 816/759-3300 Federal ID No. 27-5426971

STATEMENT

PRIVILEGED & CONFIDENTIAL

City of Osage Beach
c/o Nancy Viselli
1000 City Parkway
Osage Beach, MO 65065

Account No. 1014.0002
RE: Magruder

Statement Date: 03/27/2012
Statement No. 959
Page No. 1

Fees

			Rate	Hours	
02/09/2012	SEM	Check on status of action; prepare notes regarding same; attorney conference regarding same. NO CHARGE	280.00		
02/14/2012	EDC	Follow up on status of case.	160.00	0.30	48.00
02/24/2012	SEM	Review letter from T. Duggan regarding filing record; review notice of items in record regarding same; prepare letter to Mayor Lyons, E. Rucker and N. Viselli regarding same; prepare letter to T. Duggan regarding contents of record.	280.00	0.80	224.00
02/25/2012	MLR	Draft and revise letter to Administrative Hearing Commission regarding notice advising record has been delivered by Respondents.	250.00	0.90	225.00
		For Current Services Rendered		2.00	497.00

Expenses

02/21/2012	Photocopy charges	0.60
02/27/2012	Postage	0.90
02/27/2012	Postage	1.35
02/27/2012	Photocopy charges	2.80
	Total Expenses	5.65
	Total Current Work	502.65
	Balance Due	$502.65

To ensure proper credit, please include account number and statement date on remittance checks. Thank you.

MONTH-TO-DATE AND YEAR-TO-DATE
REVENUE/BUDGET ANALYSIS
3/31/2012

Account Number	Account Name	2010 Actual	2011 Actual	2012 Budget	2012 Actual as of 3/31/2012	2012 March Revenue	Percent YTD
3020	Osage Beach	407,036.02	399,428.80	401,800.00	99,729.32	33,350.98	25%
3010	Lake Ozark	92,130.61	90,571.18	88,200.00	22,770.68	7,482.35	26%
	Generator Grant			240,000.00	0.00		0%
3100	Interest	136.11	804.37	400.00	195.80	8.62	49%
3060	Waste Haulers' Fee	41,630.00	39,457.00	38,000.00	7,580.00	4,140.00	20%
	Total Operating Fund	540,932.74	530,261.35	768,400.00	130,275.80	44,981.95	17%
	E/R Fund Income	1,645.40	1,355.61	1,000.00	271.62	8.53	27%
	TOTAL INCOME	542,578.14	531,616.96	769,400.00	130,547.42	44,990.48	17%

MONTH-TO-DATE AND YEAR-TO-DATE
EXPENDITURE/BUDGET ANALYSIS
3/31/2012

Account Number	Account Name	2010 Actual	2011 Actual	2012 Budget	2012 Actual as of 3/31/2012	2012 March Expenses	Percent YTD
4000	Equipment Replace Fund	41,606.04	41,606.04	41,606.04	10,401.51	3,467.17	25%
4010	ERF Repayment	27,961.44	27,961.44	27,961.44	6,990.36	2,330.12	25%
4020	**Maintenance & Repair	15,611.62	46,319.94	95,500.00	36,210.62	3,549.40	38%
4140	Insurance	16,211.00	17,127.00	17,500.00	0.00		0%
4150	Vehicle Repair/Maint	2,660.05	2,835.38	7,000.00	0.00		0%
4160	Haulers Fees to Contractor	8,000.00	8,000.00	8,000.00	1,710.00	850.00	21%
4170	Contract Management	312,836.20	266,524.58	269,000.00	68,237.10	22,745.70	25%
4185	Electric	0.00	61,407.39	78,000.00	9,353.66	3,505.26	12%
4190	Miscellaneous	0.00	0.00	0.00	0.00		0%
4200	Audit	1,600.00	1,650.00	1,700.00	0.00		0%
4220	***Professional Service	24,828.71	19,298.33	30,000.00	-358.08	0.00	-1%
4240	*Capital Purchases	1,659.40	13,241.91	242,000.00	0.00		0%
4250	Equip Purchase Grant Match	0.00	0.00	60,000.00	0.00		0%
	Totals	452,974.46	505,972.01	878,267.48	132,545.17	36,447.65	15%
	**E/R Expenses	41,562.00	31,809.73	10,000.00	0.00	0.00	0%
	TOTAL EXPENSES	494,536.46	537,781.74	888,267.48	132,545.17	36,447.65	15%

*****Professional Services:**

Normal/Magruder Lawsuit	25,000.00
	25,000.00

***Capital Purchase Detail:**

400 kw Generator Installed	300,000.00
Sampler Pump for Influent Samp	2,000.00
	302,000.00

****Maintenance & Repair**

UV Spare Parts	5,000.00
Replace Wooden drs w/ Fiberglas	2,000.00
Auto Dialer Yearly Software Fee	500.00
Rock for Road	2,000.00
Normal Maintenance	6,000.00
#1 Aeration Basin Main.	40,000.00
#2 Clarifier Sandblast and Repaint	40,000.00
	95,500.00

OPERATING FUND INCOME AND EXPENSE SUMMARY
3/31/2012

Beginning Balance	191,423.93
Income - Osage Beach	33,350.98
Income - Lake Ozark	7,482.35
Income - Other	0.00
Income - Waste Haulers' Fees	4,140.00
Interest - Checking	8.62
Income - CD Interest	0.00
Transfers From E/R Fund	0.00
Transfers to E/R fund	-5,797.29
Expenses	-30,650.36
Ending Fund Balance	**199,958.23**
NOW Account - Central Bank	99,105.12
CD First National Bank, 1.00%, 07/24/12 #000049	100,853.11
Outstanding Checks:	0.00
Deposit in Transit:	0.00
	199,958.23

EQUIPMENT REPLACEMENT FUND INCOME AND EXPENSE SUMMARY
3/31/2012

Beginning Balance	255,322.72
Interest - Checking	8.53
Income - CD Interest	0.00
Transfers From E/R Fund	5,797.29
Transfers to E/R Fund	0.00
Income - Miscellaneous	0.00
Expenses	0.00
Ending Fund Balance	**261,128.54**
NOW Account - First Bank	73,463.59
CD First National Bank, 1.00%, 07/09/12 #000048	112,664.95
CD Providence Bank, 1.05% 04/19/13	75,000.00
Deposit in Transit	0.00
Outstanding Checks:	0.00
	261,128.54

OPERATING FUND
BALANCE SHEET
3/31/2012

		DEBITS	CREDITS
ASSETS	CASH AND INVESTMENTS	199,958.23	
ACCOUNTS PAYABLE	DUE TO E.R. FUND - BASIN		44,243.03
EQUITY	FUND BALANCE		155,715.20
TOTAL OPERATING FUND		199,958.23	199,958.23

EQUIPMENT REPLACEMENT FUND
BALANCE SHEET
3/31/2012

		DEBITS	CREDITS
ASSETS	CASH AND INVESTMENTS	261,128.54	
ACCOUNTS RECEIVABLE	DUE FROM OPERATING FUND - BASIN	44,243.03	
EQUITY	FUND BALANCE		305,371.57
TOTAL EQUIPMENT REPLACEMENT FUND		305,371.57	305,371.57

Operating Fund

CHECK REGISTER - JOINT SEWER BOARD OPERATION FUND

	reconciled balance 12/31/11				**101,546.34**
3158	Alliance Water Resources, Inc.	X	22,745.70		78,800.64
3159	Ameren UE	X	3,064.28		75,736.36
3160	ER Fund Transfer	X	3,467.17		72,269.19
3161	ER Fund Loan Payment	X	2,330.12		69,939.07
3162	Alliance Water Resources, Inc.	X	1,375.53		68,563.54
3164	Drain Masters	X	28,523.86		40,039.68
3165	JSB	X	75,000.00		(34,960.32)
	Deposit	X		75,000.00	40,039.68
	Deposit	X		33,247.32	73,287.00
	Deposit	X		7,586.01	80,873.01
	Deposit	X		1,740.00	82,613.01
	Interest	X		8.45	82,621.46
	reconciled balance 1/31/12				**82,621.46**
3166	Ameren UE	X	3,064.28		79,557.18
3167	Ameren UE	X	2,784.12		76,773.06
3168	Alliance Water Resources, Inc.	X	22,745.70		54,027.36
3169	ER Fund Transfer	X	3,467.17		50,560.19
3170	ER Fund Loan Payment	X	2,330.12		48,230.07
3171	Alliance Water Resources, Inc.	X	860.00		47,370.07
3172	Alliance Water Resources, Inc.	X	511.83		46,858.24
	Deposit	X		814.28	47,672.52
	Deposit	X		358.08	48,030.60
	Deposit	X		1,700.00	49,730.60
	Deposit	X		7,702.32	57,432.92
	Deposit	X		33,131.02	90,563.94
	Interest	X		6.88	90,570.82
	reconciled balance 2/29/12				**90,570.82**
3173	Alliance Water Resources, Inc.	X	22,745.70		67,825.12
3174	ER Fund Transfer	X	3,467.17		64,357.95
3175	ER Fund Loan Payment	X	2,330.12		62,027.83
3176	Alliance Water Resources, Inc.	X	850.00		61,177.83
3177	Alliance Water Resources, Inc.	X	587.16		60,590.67
3178	Ameren UE	X	2,962.24		57,628.43
3179	GLW	X	3,505.26		54,123.17
	Deposit	X		4,140.00	58,263.17
	Deposit	X		7,482.35	65,745.52
	Deposit	X		33,350.98	99,096.50
	Interest	X		8.62	99,105.12
	reconciled balance 2/29/12				**99,105.12**

Central Bank
of Lake of the Ozarks
P.O. Box 4500, Jefferson City, MO 65102
(573) 348-2761
001708

Return Service Requested

Period	Page
03/01/2012-03/30/2012	1 of 2

Web Address
www.cbolobank.com

1-44

LAKE OZARK OSAGE BEACH JOINT SEWER
TREATMENT PLANT BOARD
1000 CITY PKWY
OSAGE BEACH MO 65065-3058

7

Your Financial Summary on March 30, 201

Account Balances & Other Assets

Checking	$	99,105.12
	$	**99,105.12**

Detailed Explanation of Account Balances and Other Assets

st Checking

Beginning Balance February 29, 2012	**$**	**90,570.82**

Deposits

Mar. 14 Deposit	2,960.00
Mar. 15 Deposit	7,482.35
Mar. 15 Deposit	33,350.98
Mar. 21 Deposit	360.00
Mar. 30 Deposit	820.00
Mar. 30 Interest Earned	8.62
Total +$	**44,981.95**

Checks

Check No.	Date Paid	Amount	Check No.	Date Paid	Amount
3173	Mar. 20	22,745.70	3177	Mar. 22	587.16
3174	Mar. 22	3,467.17	3178	Mar. 20	2,962.24
3175	Mar. 22	2,330.12	3179	Mar. 26	3,505.26
3176	Mar. 22	850.00			

Total	**-$**	**36,447.65**
Ending Balance March 30, 2012	**$**	**99,105.12**

Number of days since last statement/interest cycle	31
Beginning and ending dates for calculation of statement/interest cycle are 03/01/2012 through 03/31/2012	
Average collected balance	101,798.00
Interest rate	0.10%
Annual percentage yield earned	0.10%

CHECK REGISTER - JOINT SEWER BOARD EQUIPMENT REPLACEMENT FUND

	reconciled balance 7/31/11				**101,961.01**
	Fraud Expenses	X	449.75		101,511.26
	Interest	X		18.82	101,530.08
	Deposit	X		5,797.29	107,327.37
	reconciled balance 8/31/11				**107,327.37**
	Acct Setup Fees		53.58		107,273.79
	Fraud Expenses Reversed	X		449.75	107,723.54
	Interest	X		11.47	107,735.01
	Deposit	X		5,797.29	113,532.30
	reconciled balance 9/30/11				**113,532.30**
	Acct Setup Fees			53.58	113,585.88
	Interest	X		19.64	113,605.52
	Deposit	X		5,797.29	119,402.81
	reconciled balance 10/31/11				**119,402.81**
	Interest	X		19.95	119,422.76
	Deposit	X		5,797.29	125,220.05
	reconciled balance 11/30/11				**125,220.05**
	Interest	X		20.93	125,240.98
	Deposit	X		5,797.29	131,038.27
	reconciled balance 12/31/11				**131,038.27**
1001	Check	X	75,000.00		56,038.27
	Interest	X		17.41	56,055.68
	Deposit	X		5,797.29	61,852.97
	reconciled balance 1/31/12				**61,852.97**
	Interest	X		7.51	61,860.48
	Deposit	X		5,797.29	67,657.77
	reconciled balance 2/29/12				**67,657.77**
	Interest	X		8.53	67,666.30
	Deposit	X		5,797.29	73,463.59
	reconciled balance 3/31/12				**73,463.59**

FIRST BANK
OF THE LAKE
4558 Osage Beach Pkwy, Suite 100
Osage Beach, MO 65065
(573) 348-2265

536 00010 26
ACCOUNT:
DOCUMENTS:

117

LAKE OZARK-OSAGE BEACH JOINT
SEWER BD.-TREATMENT PLANT BD.
1000 CITY PARKWAY
OSAGE BEACH MO 65065

BEGINNING ON MAY 01, 2012
YOU WILL BE CHARGED $3.00 FOR DEPOSIT CORRECTIONS

BUSINESS MMDA ACCOUN

LAS	/09/12	67,657.77
		5,805.82
		.00
THI	,3/30/12	73,463.59

- - - - - - - - - - DEPOSITS - - - - - - - - - -

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	03/21	5,797.29						

- - - - - - - - - OTHER CREDITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
INTEREST	03/30	8.53

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	70,418.38	INTEREST EARNED:	6.03
AVERAGE AVAILABLE BALANCE:	69,866.26	DAYS IN PERIOD:	21
INTEREST PAID THIS PERIOD:	8.53	ANNUAL PERCENTAGE YIELD EARNED:	.15%
INTEREST PAID 2012:	33.45		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

* * * C O N T I N U E D * * *

WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations

OPERATING DIVISIONS

MISSOURI

Bonne Terre
Bowling Green
Buchanan County #1
Cameron
Cape Girardeau
East Central Missouri Water & Sewer Authority
Elsberry
Franklin County #1
Franklin County #3
Henry County Water Company
Henry County #3
Lake Ozark/ Osage Beach
Lincoln County #1
Nevada
Olympian Village
Parkville
Phelps County #2
Platte County #C-1
Proctor & Gamble
Ralls County #1
Sedalia
St Charles County #2
St Genevieve

IOWA

Maquoketa
Tipton

REPORT OF OPERATIONS

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

Month of March 2012

Submitted by Alliance Water Resources, Inc. for the

April 2012

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-01013241. No leaks, no spills, and no unauthorized releases have occurred 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	Fecal Coliform Colonies/100 ml
Monthly Average	2.2	1.2	NA	< 20
Peak Day	3.4	2.6	7.8	< 20
Percent Removal	99.0	99.4	NA	NA

NPDES EFFLUENT LIMITATIONS

	BOD mg/l	TSS mg/l	pH	Fecal Coliform Colonies/100 ml
Monthly Average	30	30	6-9	400 col/100 ml
Weekly Average	45	45		

PLANT HYDRAULIC AND ORGANIC LOADING

The average daily influent flow for the month was 1.145 MGD or 38% of Permitted flow with Lake Ozark contributing 19% of the total flow and Osage Beach contributing 81%. 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 65963 pounds of BOD.

BIOSOLIDS APPLICATION AND INVENTORY

Plant personnel land applied 12 tanker loads of bio-solids during the month equivalent to a total of 44,400 gallons and 14,627 pounds dry weight solids.

112,416 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 384,375 gallons with a level of 5.5 feet in Tank 1 and 2.0 feet in Tank 2.

WASTEHAULERS

The plant received 39 loads of septage during the month totaling 103,500 gallons.

WWTP OPERATIONS

- Decanting digesters and wasting weekly.
- Normal operations.
- We put Clarifier #3 back online on the 29th.

WWTP MAINTENANCE AND REPAIR

- Performed routine maintenance throughout the month as per Antero Maintenance Data Management schedule. (New version of Operator 10 Software)
- G & L Welding was here on the 13th and installed the rebuilt stands and shafts for the valves in oxidation ditch #2 and we sandblasted and painted the lower parts of the valves on the 14th and 15th. We put the ditch back on line on the 22nd.
- We replaced 9 UV bulbs on 19th and started up the system on the 25th. We also ran a trial E-coli test on the 26th and it came out at < 20 count / 100mls.
- We came in on the 1st of April and noticed that the Sears AC unit in the UV room was not cooling, so we changed it out with the backup unit and called the Sears repair man to come and look at it. They are scheduled to be here on the 5th.

SAFETY

- We conducted our monthly routine Safety Meeting on Tornados / Severe Weather on the 6th of March.

REGULATORY AGENCY, INSPECTION AND REPORTS

- Mailed DMR to MDNR on the 5th of April.
- We received our 1st quarter 503 Sludge results on the 5th of March and everything looked good. (see attachment)

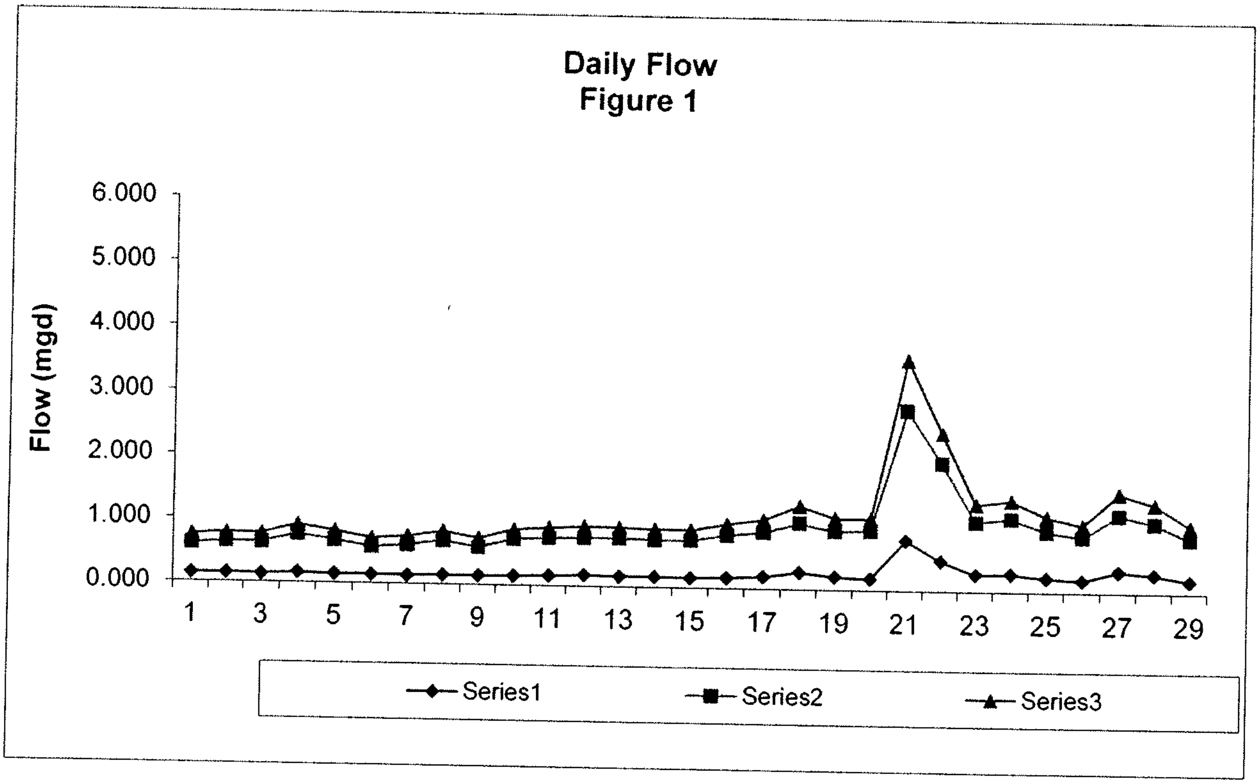
MISCELLANEOUS AND RECOMMENDATIONS

- We would like to Thank, Matt and the City of Lake Ozark for the use of their 6 inch trash pump for filling both the oxidation ditch and Clarifier 3. Also for the assistance in getting the construction site beside the oxidation ditch smoothed out so we could get it reseeded. Many Thanks.

TABLE A
LAKE OZARK/OSAGE BEACH WWTP

MONTH OF March 2012

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-Mar		0.141	0.607	0.748	18.9	81.1						
2-Mar	0.1	0.145	0.635	0.780	18.6	81.4	186	282	260	108	218	192
3-Mar		0.136	0.633	**0.769**	**17.7**	**82.3**						
4-Mar		0.158	0.758	**0.916**	**17.2**	**82.8**						
5-Mar		0.144	0.672	0.816	17.6	82.4						
6-Mar		0.140	0.572	0.712	19.7	80.3						
7-Mar		0.137	0.614	0.751	18.2	81.8						
8-Mar	0.2	0.147	0.683	0.830	17.7	82.3						
9-Mar		0.144	0.587	0.731	19.7	80.3	210	276	300	140	254	232
10-Mar		0.150	0.723	**0.873**	**17.2**	**82.8**						
11-Mar		0.162	0.749	**0.911**	**17.8**	**82.2**						
12-Mar	0.5	0.177	0.760	0.937	18.9	81.1						
13-Mar		0.165	0.763	0.928	17.8	82.2						
14-Mar		0.168	0.740	0.908	18.5	81.5						
15-Mar		0.162	0.742	0.904	17.9	82.1						
16-Mar		0.172	0.832	1.004	17.1	82.9	210	232	238	132	146	204
17-Mar		0.193	0.886	**1.079**	**17.9**	**82.1**						
18-Mar	1.2	0.270	1.035	**1.305**	**20.7**	**79.3**						
19-Mar		0.207	0.916	1.123	18.4	81.6						
20-Mar	0.3	0.183	0.934	1.117	16.4	83.6						
21-Mar	3.5	0.786	2.816	3.602	21.8	78.2						
22-Mar	0.3	0.473	1.995	2.468	19.2	80.8						
23-Mar	0.2	0.272	1.089	1.361	20.0	80.0	84	100	86	68	102	104
24-Mar		0.285	1.142	**1.427**	**20.0**	**80.0**						
25-Mar		0.227	0.948	**1.175**	**19.3**	**80.7**						
26-Mar		0.193	0.864	1.057	18.3	81.7						
27-Mar		0.336	1.210	1.546	21.7	78.3						
28-Mar		0.295	1.092	1.387	21.3	78.7						
29-Mar		0.198	0.847	1.045	18.9	81.1						
30-Mar		0.201	0.894	1.095	18.4	81.6	194	204	230	144	144	198
31-Mar		0.212	0.982	**1.194**	**17.8**	**82.2**						
SUM	6.3	6.779	28.720	35.499								
AVG		0.219	0.926	1.145	19	81	177	219	223	118	173	186
NOTE: BOLD PRINT INDICATES WEEKEND DAYS												


Daily Flow
Figure 1
Flow (mgd)
6.000
5.000
4.000
3.000
2.000
1.000
0.000
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
Series1
Series2
Series3

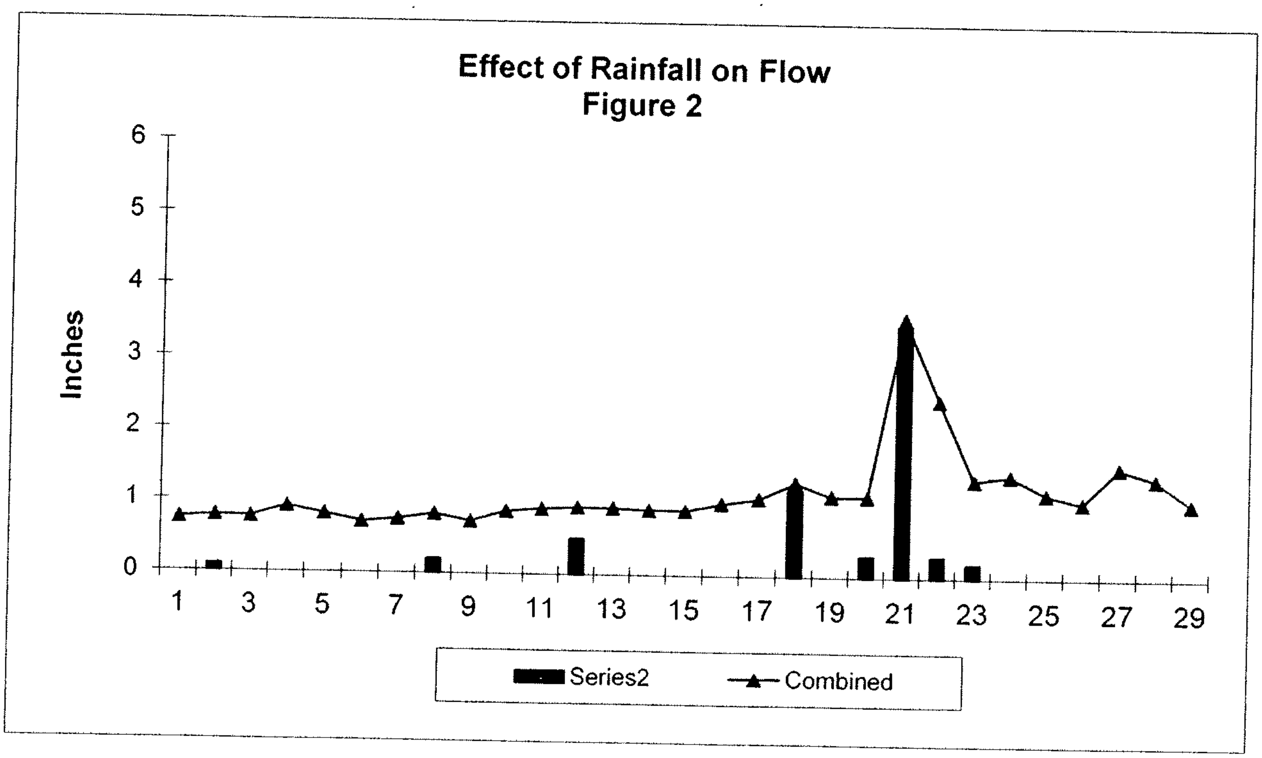

Effect of Rainfall on Flow
Figure 2
Inches
6
5
4
3
2
1
0
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
Series2
Combined

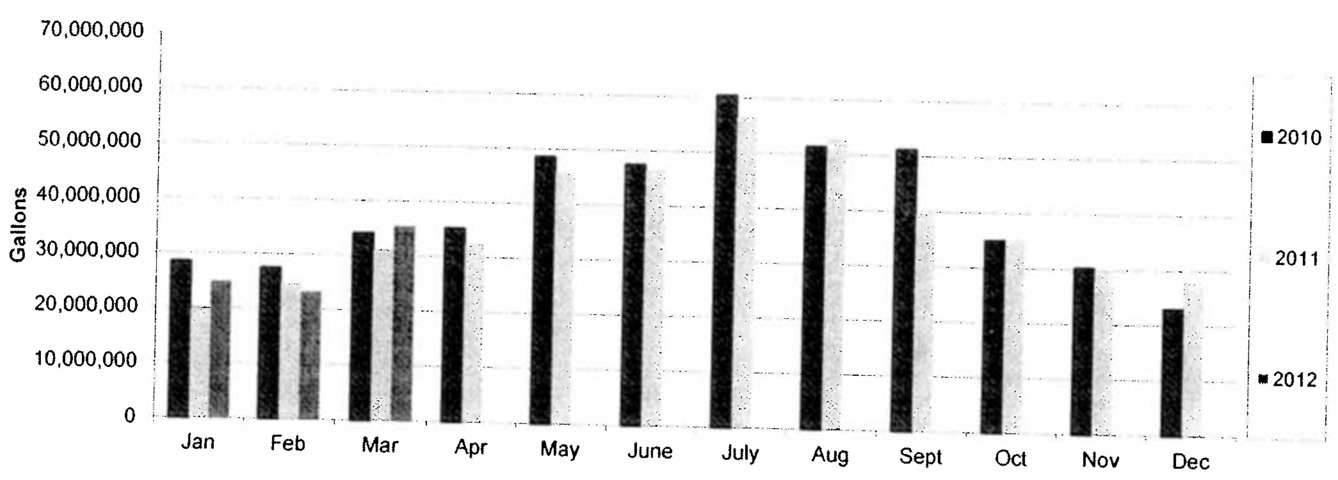
TABLE B
JOINT SEWER BOARD
Monthly Flows

2010	RAINFALL	OSAGE BEACH		LAKE OZARK		TOTAL	%
January	3.6	22,407,000	78%	6,144,000	22%	28,551,000	100%
February	2.8	21,783,000	79%	5,753,000	21%	27,536,000	100%
March	3.8	27,636,000	81%	6,500,000	19%	34,136,000	100%
April	3.6	28,951,000	82%	6,386,000	18%	35,337,000	100%
May	10.2	39,970,000	82%	8,765,000	18%	48,735,000	100%
June	4.4	39,496,000	83%	8,067,000	17%	47,563,000	100%
July	6.2	50,636,000	84%	9,837,000	16%	60,473,000	100%
August	2.7	42,922,000	83%	8,532,000	17%	51,454,000	100%
September	13.2	42,731,000	83%	8,532,000	17%	51,263,000	100%
October	0.4	28,896,000	82%	6,177,000	18%	35,073,000	100%
November	4.8	25,040,000	82%	5,315,000	18%	30,355,000	100%
December	0.4	18,634,000	81%	4,426,000	19%	23,060,000	100%
	55.9	389,102,000	82%	80,008,000	18%	473,536,000	100%

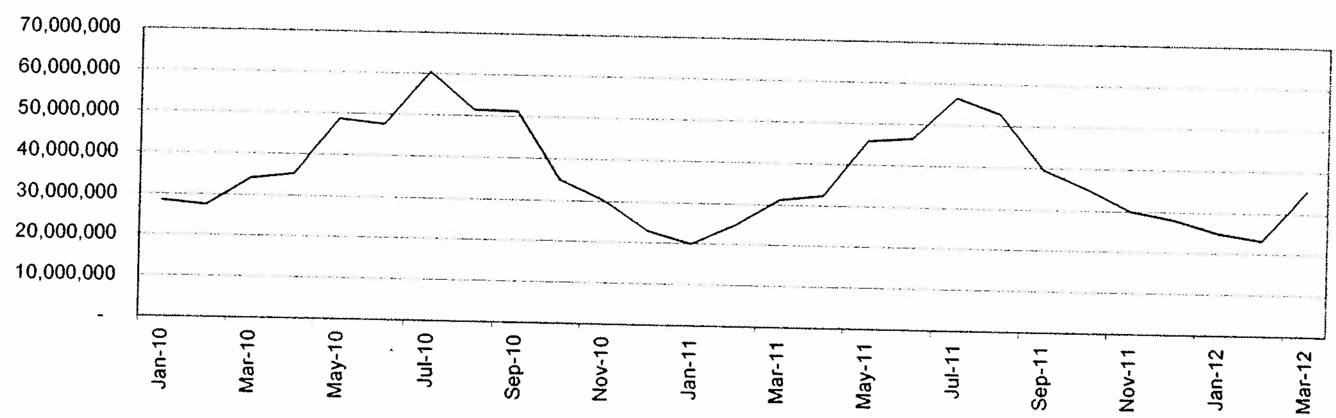
2011	RAINFALL	OSAGE BEACH		LAKE OZARK		TOTAL	%
January	0.8	15,566,000	78%	4,395,000	22%	19,961,000	100%
February	4.8	19,737,000	80%	5,030,000	20%	24,767,000	100%
March	4.7	25,055,000	80%	6,183,000	20%	31,238,000	100%
April	4.8	26,299,000	81%	6,158,000	19%	32,457,000	100%
May	11.8	37,286,000	81%	8,523,000	19%	45,809,000	100%
June	4.4	38,748,000	83%	7,821,000	17%	46,569,000	100%
July	0.3	47,316,000	84%	9,297,000	16%	56,613,000	100%
August	6.5	44,175,000	84%	8,704,000	16%	52,879,000	100%
September	2.7	32,672,000	82%	6,999,000	18%	39,671,000	100%
October	2.3	28,932,000	82%	6,388,000	18%	35,320,000	100%
November	5.6	24,495,000	81%	5,589,000	19%	30,084,000	100%
December	3.5	22,789,000	81%	5,298,000	19%	28,087,000	100%
	52.1	363,070,000	81%	75,087,000	19%	443,455,000	100%

2012	RAINFALL	OSAGE BEACH		LAKE OZARK		TOTAL	%
January	0.7	20,401,000	82%	4,577,000	18%	24,978,000	100%
February	2.4	18,682,000	80%	4,563,000	20%	23,245,000	100%
March	6.3	28,720,000	81%	6,779,000	19%	35,499,000	100%
April							
May							
June							
July							
August							
September							
October							
November							
December							
	9.3	67,803,000	81%	15,919,000	19%	83,722,000	100%

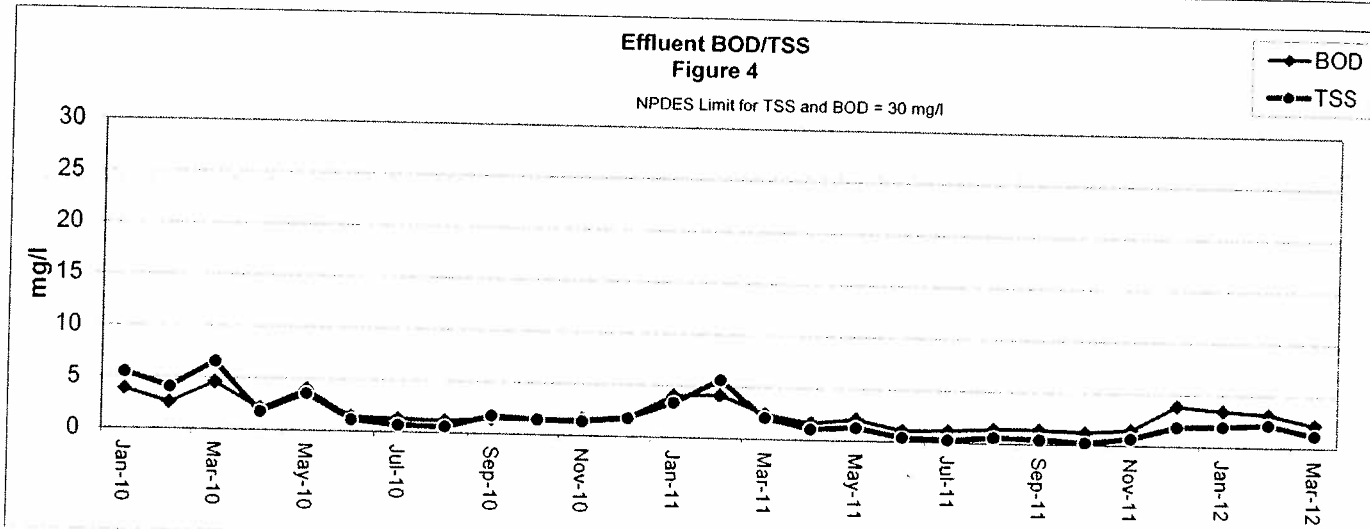
Monthly Influent Flow
Figure 3A



Monthly Influent Flow
Figure 3B

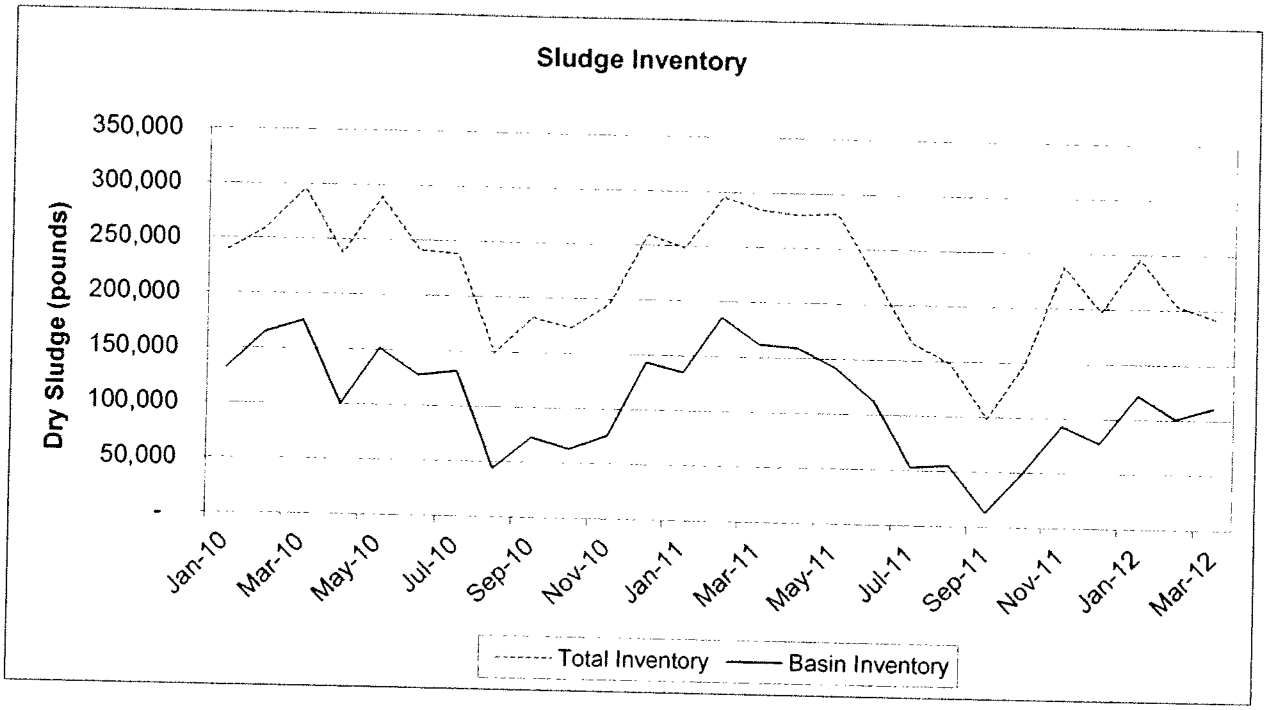


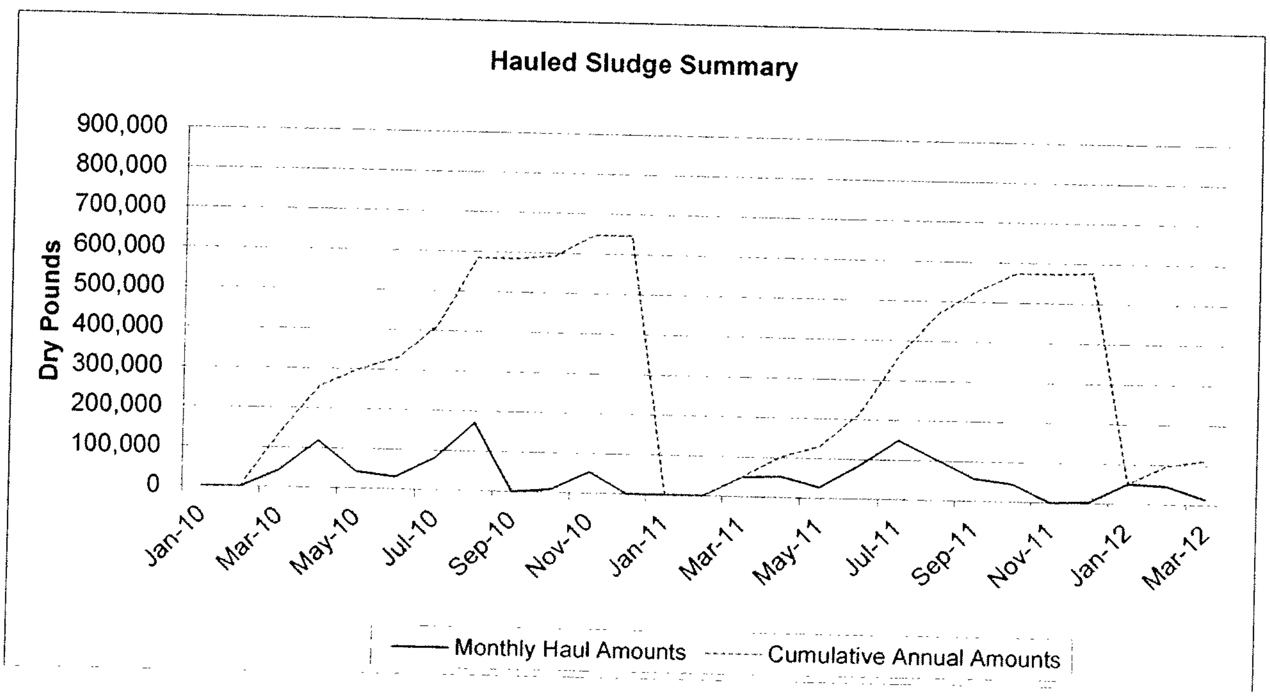
Effluent BOD/TSS
Figure 4
NPDES Limit for TSS and BOD = 30 mg/l



	Hauled Sludge					Basin Depths				
	Loads	Gallons	# Dry	% Solids	Annual Cumulative # Dry	Tank #1	Tank #2	AB #1	Basin Gallons	# Dry
Jan-10	0	-	0	4.4%	-	5.0	3.0	0.0	360,000	132,106
Feb-10	0	-	0	4.4%	-	5.0	5.0	0.0	450,000	165,132
Mar-10	37	136,900	42,800	3.7%	136,900	7.0	5.5	0.0	562,500	175,858
Apr-10	101	373,700	119,328	3.8%	256,228	6.0	1.0	0.0	315,000	100,584
May-10	31	114,700	43,047	4.5%	299,275	6.0	3.0	0.0	405,000	151,997
Jun-10	30	111,000	31,506	3.4%	330,781	7.0	3.0	0.0	450,000	127,727
Jul-10	68	251,600	82,206	3.9%	412,987	8.0	1.0	0.0	405,000	132,327
Aug-10	141	521,700	171,540	3.9%	584,527	3.0	0.0	0.0	135,000	44,389
Sep-10	0	-	0	3.9%	584,527	2.5	2.5	0.0	225,000	73,184
Oct-10	9	33,300	8,517	3.1%	593,044	4.0	1.5	0.0	247,500	63,302
Nov-10	39	144,300	54,094	4.5%	647,138	4.5	0.0	0.0	202,500	75,912
Dec-10	0	-	0	4.5%	647,138	4.5	4.0	0.0	382,500	143,552
Jan-11	0	-	0	4.5%	-	5.5	2.5	0.0	360,000	135,108
Feb-11	0	-	0	4.5%	-	6.0	5.0	0.0	495,000	185,774
Mar-11	43	159,100	49,803	3.8%	49,803	7.5	4.0	0.0	517,500	161,993
Apr-11	45	166,500	53,692	3.9%	103,495	7.0	4.0	0.0	495,000	159,625
May-11	24	88,800	28,051	3.8%	131,546	5.5	4.5	0.0	450,000	142,150
Jun-11	78	288,600	85,043	3.5%	216,589	3.5	5.0	0.0	382,500	112,713
Jul-11	138	510,600	150,712	3.5%	367,301	4.0	0.0	0.0	180,000	53,130
Aug-11	91	336,700	103,837	3.7%	471,138	2.0	2.0	0.0	180,000	55,511
Sep-11	52	192,400	57,488	3.6%	528,626	0.0	1.0	0.0	45,000	13,446
Oct-11	33	122,100	45,361	4.5%	573,987	0.0	3.0	0.0	135,000	50,153
Nov-11	0	-	0	4.5%	573,987	3.0	2.5	0.0	247,500	92,887
Dec-11	5	18,500	3,549	2.3%	577,536	6.0	3.0	0.0	405,000	77,694
Jan-12	46	170,200	51,317	3.6%	51,317	5.5	3.5	0.0	405,000	122,112
Feb-12	42	155,400	46,472	3.6%	97,789	4.5	3.0	0.0	337,500	100,929
Mar-12	12	44,400	14,627	4.0%	112,416	5.5	2.0	0.0	337,500	111,185

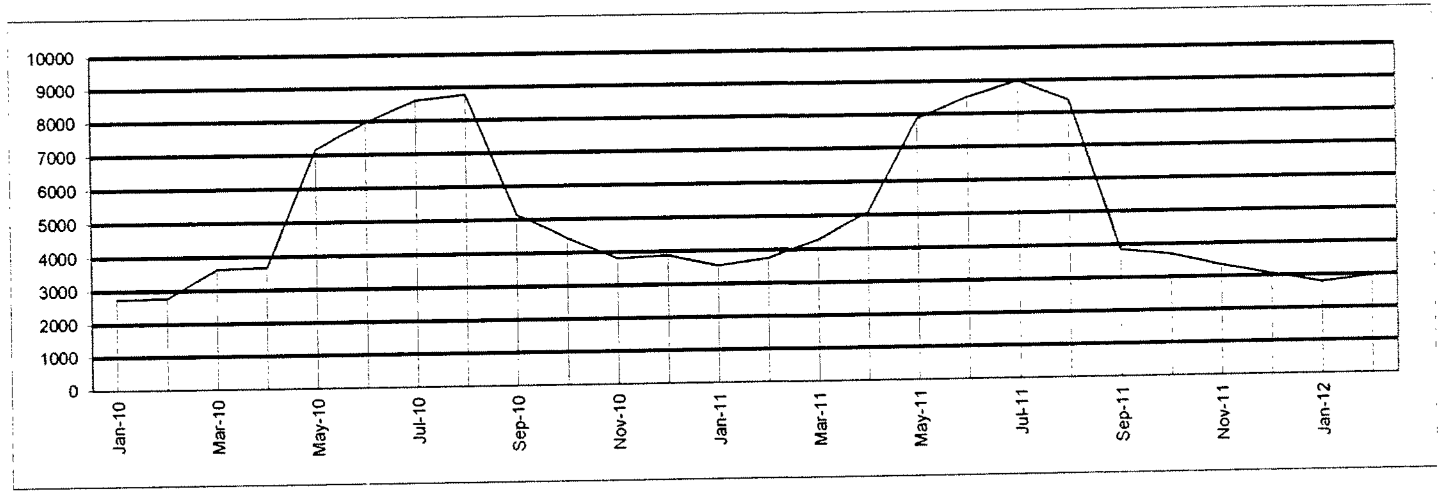
	Blanket Depths			MLSS Inventory		Blanket and MLSS Inventory		MLSS	Total Dry	Accepted Septage	
	Clarf #1	Clarf #2	Clarf #3	MLSS AB #1	MLSS AB #2	Gallons	# Dry	% Solids	Sludge Inventory	Loads	Gallons
Jan-10	1.0	1.0	0.0	3,640	3,460	3,635,524	107,637	0.00355	239,743	20	50,500
Feb-10	2.0	1.0	0.0	3,310	2,910	3,653,286	94,757	0.00311	259,889	35	93,000
Mar-10	1.0	0.0	1.5	3,940	3,890	3,682,904	120,251	0.00392	296,109	13	33,000
Apr-10	1.0	1.5	2.0	4,440	4,380	3,731,261	137,234	0.00441	237,818	48	124,000
May-10	1.5	4.5	2.0	3,930	4,750	3,793,428	137,305	0.00434	289,302	48	126,000
Jun-10	1.0	1.0	1.0	3,650	3,770	3,678,952	113,832	0.00371	241,559	60	157,500
Jul-10	1.0	2.0	1.0	3,650	3,250	3,696,714	106,366	0.00345	238,692	22	52,000
Aug-10	2.5	1.5	1.0	3,250	3,520	3,714,476	104,708	0.00338	149,097	96	252,000
Sep-10	2.0	2.0	1.0	3,300	3,750	3,714,476	109,045	0.00352	182,229	18	46,500
Oct-10	1.0	0.0	2.0	3,460	3,680	3,704,618	110,301	0.00357	173,603	26	65,000
Nov-10	1.5	2.5	1.5	4,050	3,640	3,736,190	119,654	0.00384	195,565	16	38,000
Dec-10	2.0	2.0	0.0	3,700	3,890	3,671,048	116,037	0.00379	259,589	24	56,500
Jan-11	1.0	2.0	0.0	3,520	3,930	3,653,286	113,495	0.00373	248,603	19	45,000
Feb-11	2.5	2.0	0.0	3,580	3,580	3,679,929	109,872	0.00358	295,646	6	15,000
Mar-11	1.0	1.0	0.5	4,100	3,940	3,657,238	122,615	0.00402	284,608	25	59,000
Apr-11	2.0	3.0	2.0	3,130	4,540	3,775,666	120,761	0.00384	280,385	27	70,300
May-11	2.0	2.0	2.5	4,960	3,920	3,779,618	139,958	0.00444	282,108	39	101,500
Jun-11	3.0	2.0	2.0	3,500	3,560	3,775,666	111,156	0.00353	223,869	36	96,000
Jul-11	1.5	2.5	1.0	3,740	3,550	3,714,476	112,917	0.00365	166,047	51	127,500
Aug-11	2.0	2.0	1.5	2,840	3,110	3,736,190	92,700	0.00298	148,212	47	118,500
Sep-11	2.5	2.5	1.5	2,530	2,900	3,753,952	85,001	0.00272	98,447	68	175,000
Oct-11	2.0	2.5	1.0	3,470	2,940	3,723,357	99,524	0.00321	149,678	17	42,500
Nov-11	2.0	3.0	2.0	4,610		3,775,666	145,165	0.00461	238,051	18	45,500
Dec-11	3.0	4.0	0.0	3,850		3,724,334	119,585	0.00385	197,279	15	37,500
Jan-12	2.0	1.5	0.0	4,060		3,662,167	124,002	0.00406	246,114	18	43,500
Feb-12	1.0	1.0	0.0	3,380		3,635,524	102,483	0.00338	203,411	17	42,500
Mar-12	2.0	2.0	1.5	2,890	2,310	3,736,190	81,016	0.0026	192,201	39	103,500


Sludge Inventory
350,000
300,000
250,000
200,000
150,000
100,000
50,000
-
Dry Sludge (pounds)
Jan-10
Mar-10
May-10
Jul-10
Sep-10
Nov-10
Jan-11
Mar-11
May-11
Jul-11
Sep-11
Nov-11
Jan-12
Mar-12
Total Inventory
Basin Inventory

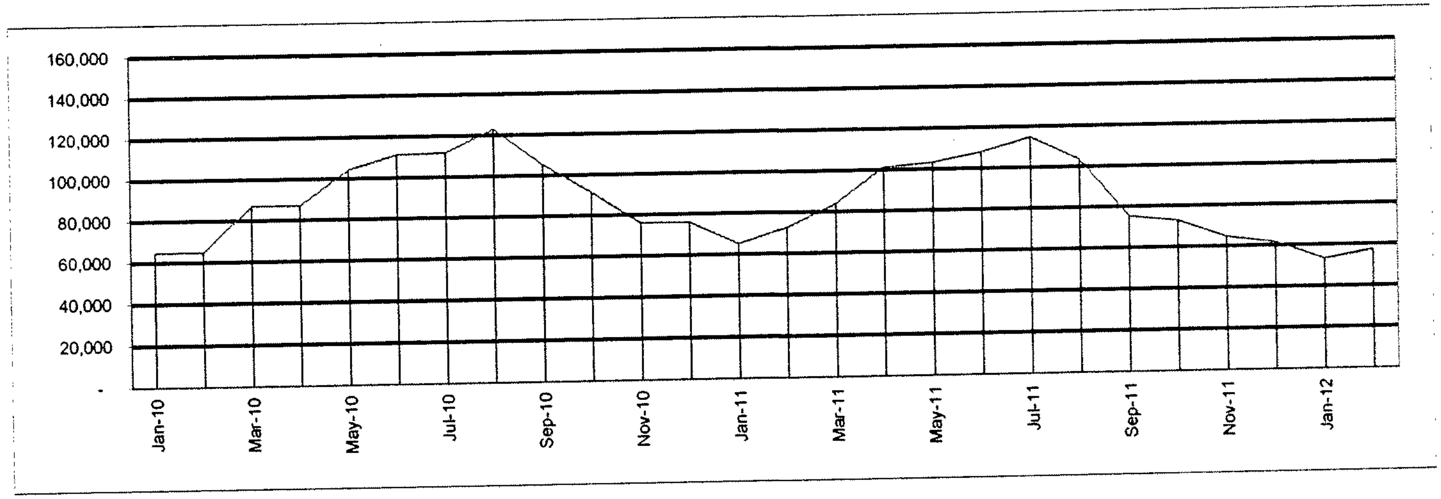

Hauled Sludge Summary
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
Dry Pounds
Jan-10
Mar-10
May-10
Jul-10
Sep-10
Nov-10
Jan-11
Mar-11
May-11
Jul-11
Sep-11
Nov-11
Jan-12
Mar-12
Monthly Haul Amounts
Cumulative Annual Amounts

Month	Electric Cost	Kilowatts Used
Jan-10	2747	64,648
Feb-10	2771	64,964
Mar-10	3640	87,123
Apr-10	3679	87,091
May-10	7182	104,323
Jun-10	7977	111,383
Jul-10	8613	112,010
Aug-10	8770	122,995
Sep-10	5151	105,347
Oct-10	4454	91,462
Nov-10	3815	76,006
Dec-10	3880	76,007
Jan-11	3547	65,206
Feb-11	3757	72,752
Mar-11	4309	84,045
Apr-11	5092	101,440
May-11	7876	103,396
Jun-11	8505	108,021
Jul-11	8983	114,906
Aug-11	8382	103,698
Sep-11	3848	75,430
Oct-11	3697	73,005
Nov-11	3345	64,695
Dec-11	3064	61,670
Jan-12	2784	53,291
Feb-12	2962	57,492

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
Mar-12	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	7.3			12.4	1.106	7.7			0.04	6.3		11.1		
2	7.3	260	192	11.5	1.066	7.7	2.0	1		7.0		11.8	99.2	99.5
3	7.3			11.6	1.187	7.7				6.8		10.4		
4	7.4			11.1	1.368	7.7				6.5		9.7		
5	7.3			11.6	1.222	7.7				6.5		10		
6	7.3			12.6	1.065	7.7				7.0		11.1		
7	7.4			12.6	1.075	7.7				6.5		12.6		
8	7.3			11.9	1.124	7.7			0.03	5.6		11.7		
9	7.5	300	232	12.9	1.200	7.7	1.8	1.6		6.6		11.3	99.4	99.3
10	7.4			12.9	1.226	7.8				7.1		11		
11	7.5			12.7	1.267	7.8				6.3		11.4		
12	7.3			13.4	1.370	7.7				6.0		12.3		
13	7.3			13.2	1.219	7.7				5.7		13.2		
14	7.5			14.1	1.093	7.9				6.1		14.6		
15	7.4			14.7	1.110	7.7			0.09	5.9		15.7		
16	7.2	238	204	14.5	1.246	7.7	1.7	0.6		5.6		15.9	99.3	99.7
17	7.3			14.2	1.226	7.7				5.7		16.6		
18	7.3			14.8	1.630	7.7				5.4		16.4		
19	7.3			16.1	1.352	7.8				5.7		17.7		
20	7.3			16.2	1.389	7.8				5.6		17.1		
21	7.5			16.4	3.578	7.7				5.1		16.8		
22	7.3			15.8	2.468	7.6				5.2		15.7		
23	7.3	88	104	15.4	1.571	7.6	3.4	2.6	0.07	6.6		15.6	96.1	97.5
24	7.4			15.2	1.693	7.7				7.2		15.5		
25	7.4			15.5	1.520	7.7				7.2		15.5		
26	7.4			15.6	1.323	7.6				6.5		15.9		
27	7.4			16.5	1.234	7.6				5.7		16.9		
28	7.5			16.1	1.089	7.7				5.5		17.5		
29	7.3			17.3	1.020	7.8			0.10	5.5		18.1		
30	7.4	230	198	17.2	1.082	7.7	1.9	0.4		5.3		18	99.2	99.8
31	7.3			16.8	1.440	7.8				5.9		17.8		
Total					42.559									
Avg		223	186	14.3	1.373		2.2	1.2	0.07	6.1	0.0	14.4	98.6	99.2
Min	7.2	88	104	11.1	1.020	7.6	1.7	0.4	0.03	5.1	0.0	9.7	96.1	97.5
Max	7.5	300	232	17.3	3.578	7.9	3.4	2.6	0.10	7.2	0.0	18.1	99.4	99.8

MONTHLY EFFLUENT MONITORING		QUARTERLY EFFLUENT MONITORING	
DATE	Oil & Grease mg/L	Selenium µg/L	Zinc µg/L
1			
2			
3			
4			
5			
6	< 5.0		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total			
Avg	< 5.0	0.00	0.00
Min	< 5.0	0.00	0.00
Max	< 5.0	0.00	0.00

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

DATE	SLUDGE DISP. LBS. DRY WEIGHT	#1 Aeration Basin, O-Ditch, Etc. MIXED LIQUOR * DO mg/l	** MLSS mg/l	*Settleability *30 min ml	Temp ° C	#2 Aeration Basin, O-Ditch, Etc. MIXED LIQUOR * DO mg/l	** MLSS mg/l	*Settleability *30 min ml	Temp ° C	*Weather Conditions Outside * Ambient Temp ° F	*RAIN inches	Time
1		3.9	3,440	440	11.2					33		7:30
2		3.5	3,140	350	11.7					45	0.1	7:30
3		4.5	3,240	360	10.3					34		7:30
4		5.0	3,540	450	9.9					32		7:30
5	2,283	3.6	3,550	460	9.9					32		7:30
6	6,172	3.0	3,390	370	11.5					54		7:30
7	6,172	3.2	3,450	400	12.9					62		7:30
8		1.6	3,600	450	11.9					42	0.2	7:30
9		3.8	3,420	490	11.2					31		7:30
10		4.1	2,900	410	10.9					34		7:30
11		5.9	2,540	250	11.4					45		7:30
12		1.7	3,350	420	12.8					50	0.5	7:30
13		1.7	3,080	320	13.2					45		7:30
14		3.0	3,180	350	14.7					60		7:30
15		1.6	3,270	380	15.7					61		7:30
16		1.3	3,340	390	16					63		7:30
17		2.3	3,220	370	16.8					63		7:30
18		1.5	3,290	400	16.5					62	1.2	7:30
19		1.7	3,560	450	17.6					68		7:30
20		1.7	3,420	470	17					60	0.3	7:30
21		1.2	3,490	340	17.1					62	3.5	7:30
22		2.8	2,560	250	15.7					52	0.3	7:30
23		3.7	2,190	210	15.8	5.4	1,750	160	15.9	54	0.2	7:30
24		6.6	1,890	190	15.2	7.4	2,490	260	15.3	51		7:30
25		6.2	1,570	210	15.1	6.4	2,550	300	15.3	51		7:30
26		4.0	1,600	200	15.7	4.9	2,690	330	15.9	52		7:30
27		1.2	1,830	200	17	2.8	2,440	290	16.9	62		7:30
28		1.2	2,000	210	17.6	2.9	2,620	280	17.6	61		7:30
29		2.2	2,520	250	17.8	4.5	2,300	250	18	62		7:30
30		1.0	2,890	280	18.3	3.2	2,330	230	18.2	63		7:30
31		2.6	2,890	300	17.7	4.4	2,310	230	17.7	56		7:30

COMMENTS:

We put oxidation ditch #2 back on line on the 22nd.

TESTS PERFORMED BY (PRINT)	SIGNATURE	PHONE #	DATE
Frank Hendricks	Frank Hendricks	(573)365-0455	4/4/2012
REPORT APPROVED BY (PRINT)	SIGNATURE	PHONE #	DATE
Gary Hutchcraft	Gary Hutchcraft	(573)365-0455	4/4/2012

*Required Daily (Monday - Friday)

**Required 1/week

Environmental Analysis South, Inc

4000 East Jackson Blvd. - Jackson MO 63755 - 573-204-8817 - Fax 573-204-8818

Lake Ozark Regional WWTP
Alliance Lake of the Ozarks
P. O. Box 1985
Lake Ozarks, MO 65049

Report Number: 116264

RECEIVED
MAR 05 2012

Report of Analysis

Reference: The analysis of biosolids from wastewater treatment facilities is conducted in accordance with 40 CFR Part 503.

Log Number:	Sample Description:	Sample Date:	Sample Received Date:
1408632	Quarterly Sludge	2/7/2012	2/8/2012

Coli/Solids

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Fecal Coliform in Sludge		45900	CFU/g	SM-9222 D-97		02/08/12	133
Total Solids Average		4.10	% w/w	SM-2540 G-97		02/08/12	133

Nutrients

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Phosphorus		19600	mg/Kg	SM-20 4500-P E-99		02/15/12	133

PAN Groups

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Ammonia as Nitrogen		10,700	mg/Kg	Lachat-10-107-06-1-K		02/13/12	102
Kjeldahl Nitrogen		49,200	mg/Kg	Lachat-10-107-06-2-K		02/13/12	102
Nitrate as Nitrogen		148	mg/Kg	EPA-300.0 Rev. 2		02/15/12	133
Nitrite as Nitrogen	<	51	mg/Kg	EPA-300.0 Rev. 2		02/15/12	133
Organic Nitrogen		38,500	mg/Kg	Lachat-10-107-06-2-K		02/13/12	102
PAN - Subsurface Application		18548	ppm	Calculation		02/17/12	127
PAN - Surface Application		15338	ppm	Calculation		02/17/12	127

Preparation Methods

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Anions IC Sample Preparation		1	Prep	SM-4110B-00		02/08/12	133
Metals ICP Sample Digestion		1	Prep	EPA-200.7 Rev. 4.4	PDC	02/23/12	
Total Metals Flame-AA Digestion		1	Prep	EPA-200.2		02/13/12	133

Environmental Analysis South, Inc

4000 East Jackson Blvd. - Jackson MO 63755 - 573-204-8817 - Fax 573-204-8818

Report Number: 116264

Lake Ozark Regional WWTP
Alliance Lake of the Ozarks
P. O. Box 1985
Lake Ozarks, MO 65049

Report of Analysis

Log Number:	Sample Description:	Sample Date:	Sample Received Date:
1408632	Quarterly Sludge	2/7/2012	2/8/2012

Solids

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Total Solids		3.92	% w/w	SM-2540 G-97		02/10/12	102

Total (Total Recoverable) Trace Metals

Test Description		Result	Units	Method	Comment Code	Analysis Date	Analyst
Arsenic by ICP	<	3.0	mg/Kg	EPA-200.7 Rev. 4.4	PDC	02/23/12	
Cadmium		0.84	mg/Kg	SM-3111 B-99	J	02/16/12	133
Chromium		16.0	mg/Kg	SM-3111 B-99		02/16/12	133
Copper		442	mg/Kg	SM-3111 B-99		02/16/12	133
Lead by ICP		22	mg/Kg	EPA-200.7 Rev. 4.4	PDC	02/23/12	
Mercury by Cold-Vapor Technique		0.10	mg/Kg	SM-3112 B-99		02/15/12	133
Molybdenum by ICP		6.2	mg/Kg	EPA-200.7 Rev. 4.4	PDC	02/23/12	
Nickel		12.7	mg/Kg	SM-3111 B-99		02/16/12	133
Potassium		1320	mg/Kg	SM-3111 B-99		02/16/12	133
Selenium by ICP	<	2.0	mg/Kg	EPA-200.7 Rev. 4.4	PDC	02/23/12	
Zinc		851	mg/Kg	SM-3111 B-99		02/16/12	133

Respectfully submitted,

D F Warren

David F. Warren

Comments:

J	Estimated value, result is less than the reporting limit.
PDC	This parameter or group of analytes was analyzed by the subcontracting lab - PDC Lab Saint Louis, MO

Environmental Analysis South
4000 East Jackson Blvd. * Jackson, MO 63755
Telephone (573) 204-8817 * Fax (573) 204-8818

1162

CHAIN OF CUSTODY RECORD

Client: ALLIANCE-LAKE OZARK

Address: P.O. BOX 1985 / #3 ANDERSON RD.

City/State/Zip: LAKE OZARK, MO 65049

PO Number: N/A ☐ Rush Requested (Due Date: ______)

Sampler's Signature: [signature]

Date: 2/7/12 Time: 1:00pm ☐ See Table

Additional Comments:

EAS Log Number	Sample Description	Containers: Type*	Size	Preserv**	# of Bottles	Sample Matrix: Water	Soil	Sludge	Other	Analysis: 503 METALS	PAN	KJLN	COLI-S		*ship
1408632	SLUDGE	P	1L	I	1			X		X	X	X			
	1,2,3,4,5,6,7	P	125	I	~~7~~ 8			X					X		

- 45 -

*Container Code: P = Plastic V= VOA Vial C = Cube G = Glass A = Glass Amber
**Preservative Code: I = Iced F = Filtered N = Nitric Acid H = Hydrochloric Acid S = Sodium Hydroxide O = Sulfuric Acid T = Sodium Thiosulfate X = Other

Relinquished by	Date	Time	Received by:	Date	Time	Carrier
[signature] ☒ Sealed	2/7/12	1:30pm				
Relinquished by: ☐ Sealed			[signature]	2/8/12	1100	UPS

FECAL COLIFORM IN SLUDGE

Standard Methods 18th edition method 9222D/SW-846 method 9132

Log # 1408632 Date: 2/8/2012 Analyst: SCS 133

Total Solid calculation

Sample Replicate	Sample Size (grams)	Tare Weight (grams)	Tare Wt.+ Res. (grams)	Residue Wt. (grams)	Final Result (%w/w)
A	25.4212	2.1547	3.1738	1.0191	4.01
B	27.2004	2.2158	3.4037	1.1879	4.37
C	29.3000	2.1548	3.3558	1.2010	4.10
D	25.6394	2.1463	3.1743	1.0280	4.01
E	29.5586	2.2048	3.3768	1.1720	3.97
F	29.8777	2.1893	3.4006	1.2113	4.05
G	27.0079	2.1992	3.3262	1.1270	4.17
				Average Total Solid	4.10

Colony Counts Date: 2/8/2012 Analyst: SCS 133

Sample Replicate	Wt. Of Sample (grams)	Sample Size (mls - 0.1,1.0,10)	Colony Count used	Final Count #/gram (dry)
A	0.2703	1	11	101,000
B	0.3056	1	5	37,400
C	0.2777	1	5	43,900
D	0.3490	1	2	14,300
E	0.3154	1	12	95,800
F	0.3122	1	6	47,500
G	0.3016	1	5	39,800
			Geometric Average	45,900

Approved by: AShields

Environmental Analysis South, Inc. 2/29/2012
Clarification Coagulant Sludges
Sludge Analysis

Submitted by: Alliance Lake Ozark
Log Number: 1408632

pH	
Coliform	

Parameter	Wet %	Wet ppm	Dry %	Dry ppm	lbs/Dry Tons
Moisture			96.08		
Solids			3.92		
Volatile Solids					
Ash					
Nitrogen (TKN)	0.193%	1928.640	4.920%	49200.000	98.400
Nitrate N	0.001%	5.802	0.015%	148.000	0.296
Nitrite N	0.000%	0.000	0.000%	ND	0.000
Ammonia N	0.042%	419.440	1.070%	10700.000	21.400
Organic N	0.151%	1509.200	3.850%	38500.000	77.000
PAN Surface Application	0.060%	601.250	1.534%	15338.000	30.676
PAN Subsurface Application	0.073%	727.082	1.855%	18548.000	37.096
Potassium (as K)	0.005%	51.744	0.132%	1320.000	2.640
Phosphorus (as P)	0.077%	768.320	1.960%	19600.000	39.200
Arsenic (as As)	ND	ND	ND	ND	ND
Cadmium (as Cd)	0.000%	0.033	0.000%	0.840	0.002
Chromium (as Cr)	0.000%	0.627	0.002%	16.000	0.032
Copper (as Cu)	0.002%	17.326	0.044%	442.000	0.884
Molybdenum (as Mo)	0.000%	0.243	0.001%	6.200	0.012
Nickel (as Ni)	0.000%	0.498	0.001%	12.700	0.025
Lead (as Pb)	0.000%	0.862	0.002%	22.000	0.044
Selenium (as Se)	ND	ND	ND	ND	ND
Zinc (as Zn)	0.003%	33.359	0.085%	851.000	1.702
Mercury (as Hg)	0.000%	0.004	0.000%	0.100	0.000

code ND = none detected

code NT = not tested

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this ______ day of ____________________, 20_____, between The Joint Sewer Board of Lake Ozark and Osage Beach __________, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Joint Sewer Board of Lake Ozark and Osage Beach
"OWNER"

BY: ____________________

NAME: ____________________

TITLE: ____________________

ADDRESS: ____________________
____

HDR ENGINEERING, INC.
"ENGINEER"

BY: ____________________

NAME: ____________________

TITLE: ____________________

ADDRESS: ____________________
____

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between Joint Sewer Board of Lake Ozark and Osage Beach ________________, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated ______________, 20___, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO ENGINEER:

PART 6.0 OTHER:

This Task Order is executed this __________ day of ________________, 20___.

"OWNER"		HDR ENGINEERING, INC. "ENGINEER"	
BY:	____________	BY:	____________
NAME:	____________	NAME:	____________
TITLE:	____________	TITLE:	____________
ADDRESS:	____________ ____________	ADDRESS:	____________ ____________

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE/INDEMNITY**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional Insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. **OPINIONS OF PROBABLE COST (COST ESTIMATES)**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work In accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS AND ASSIGNS**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**
OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**
If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**
ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special Invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. **CHANGES**
The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an Increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. **CONTROLLING AGREEMENT**
These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**
In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. **HAZARDOUS MATERIALS**
OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related In any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that Individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**
This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. **LIMITATION OF LIABILITY**
ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, Including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of $50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. **LITIGATION SUPPORT**
In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER Is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. **UTILITY LOCATION**
If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against

ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

TASK ORDER 1

This Task Order pertains to an Agreement by and between Joint Sewer Board of Lake Ozark and Osage Beach ____________________, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated ________________, 20___, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: Generator Preliminary Engineering Report

PART 1.0 PROJECT DESCRIPTION:
The project consists of evaluating backup generator and control options for the Lake of the Ozarks Regional Wastewater Treatment Plant.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
The ENGINEER will prepare a preliminary engineering report outlining 2 different generator sizing options along with automated equipment restarting controls. The report will include an opinion of probable cost for each option along with financing alternatives.

PART 3.0 OWNER'S RESPONSIBILITIES:
OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
B. Provide all drawings as required.
C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project.
D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
E. Perform reviews at appropriate stages in the project.

PART 4.0 PERIODS OF SERVICE:
The ENGINEER will complete all services associated with this task order within 6 months from the owner issued Notice to Proceed.

PART 5.0 PAYMENTS TO ENGINEER:

Services will be provided on Lump Sum basis with a fee of Five thousand dollars ($5,000.00).

Bills will be submitted to OWNER by ENGINEER monthly for services actually provided. Bills will be due and payable by the OWNER in accordance with their monthly appropriations cycle.

This Task Order is executed this __________ day of ________________, 20___.

______________________		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:	______________________	BY:	______________________
NAME:	______________________	NAME:	Stan A. Christopher
TITLE:	______________________	TITLE:	Sr. Vice President
ADDRESS:	______________________	ADDRESS:	3741 N.E. Troon Drive
	______________________		Lee's Summit, MO 64064