

**OSAGE BEACH / LAKE OZARK
JOINT SEWER BOARD MEETING AGENDA
August 16, 2016 @ 4:00 p.m.
LAKE OZARK CITY HALL**

1. CALL TO ORDER

2. ROLL CALL

Mayor, Lake Ozark, Johnnie Franzeskos
Mayor, Osage Beach, John Olivarri
City Administrator, Osage Beach, Jeana Woods
City Administrator, Lake Ozark, Dave Van Dee
Alderman, Lake Ozark, Gerry Murawski
Alderman, Osage Beach, Ron Schmitt
Public Works Director, Osage Beach, Nick Edelman
Public Works Director, Lake Ozark, Matt Michalik
Resident Member, Mr. Gary Hamner

3. MINUTES

Regular Meeting; July 19, 2016

PAGE NUMBERS

3-4

4. REPORTS

| | |
|-----------------------------------|-------|
| Bill List | 5-20 |
| Revenue Budget Analysis | 21 |
| Expenditure Budget Analysis | 23 |
| Income & Expense Summary | 25 |
| Check Registers & Bank Statements | 27-30 |
| | |
| Alliance Report of Operations | 31-98 |
| Approval of Flow Chart | |

5. OLD BUSINESS: NONE

6. NEW BUSINESS:

A. Discussion of Bid Package for Cleaning of Oxidation Ditch

7. ADDITIONAL DISCUSSION ITEMS

8. ADJOURNMENT

THE NEXT MEETING WILL BE SEPTEMBER 20, 2016, 4:00 PM @ LAKE
OZARK CITY HALL

LAKE OZARK-OSAGE BEACH
JOINT SEWER BOARD
MEETING MINUTES-JULY 19, 2016

CALL TO ORDER:

Mayor, City of Lake Ozark, Johnnie Franzeskos-Present
Mayor, Osage Beach, John Olivarri-Present
City Administrator, Osage Beach-Jenna Woods-Present
City Administrator, City of Lake Ozark-Dave Van Dee-Present
Alderman, Lake Ozark-Gary Murawski-Present
Alderman, Osage Beach-Ron Schmitt-Present
Public Work Director, Osage Beach, Nick Edelman-Absent
Public Works Director, City of Lake Ozark, Matt Michalik-Present
Resident Member, Mr. Gary Hamner-Present

MINUTES:

Alderman Gerry Murawski made a motion to approve the meeting minutes of June 21, 2016, seconded by Mayor Olivarri. Motion passed unanimously.

REPORTS:

Public Work Director, Matt Michalik made a motion to approve the Bills List, seconded by City Administrator Van Dee. Motion passed unanimously.

Alliance Report of Operations report noted the average daily incoming flow for June was 1.705 mgd. They had 1.2 inches of precipitation measured at the WWTP in June.

Operationally, the plant's discharge was excellent, with an effluent monthly average BOD of 1.4mg/l and TSS of 1.4mg/l respectively for June, which represents a 99.3 +% or better removal.

The MLSS average for both aeration basins was 3,591 mg/l in June. The total dry weight sludge inventory for June totaled 181,494 pounds. There were 99 tanker loads or 360,300 gallons of bio solids land applied in June. They also received 30 tanker loads or 75,000 gallons of septage for the month of June.

Mayor Franzeskos asked for a motion to approve the Flow Chart. Motion made by Public Works Director Matt Michalik, seconded by Alderman Murawski. Motion passed unanimously.

OLD BUSINESS: NONE

NEW BUSINESS:

- A. Review of 2015 Audit prepared by Gerding, Korte & Chitwood CPA's. Treasurer Karri Bell reviewed the audit results with the Board.
- B. Discussion of raising Formal and Informal Purchasing Amounts. Gary Hutchcraft addressed the Board regarding the limit on the purchasing amounts. Alliance Water Resources recommendation is to raise the current \$5,000 Formal Bid to 7,501 and above.

The Informal purchase procedure to the amount of \$1,001 to \$7,500 as long as three or more quotes are obtained. Motion was made by Public Work Director Michalik, seconded by City Administrator Van Dee to raise the limits with Treasurer Karri Bell to make the adjustments to the current Policy and Procedures Purchasing Agreement.

6 bids were solicited for two replacement impellers for the RAS pumps. Vandevanter Engineering, Haynes Equipment, Evans Enterprises, DXP Supercenter, Progress Environmental and JCI Industries. Public Work Director Michalik made a motion to accept the bid from Progress Environmental, seconded by Alderman Murawski. Motion passed unanimously.

- C. Discussion of Plant Pre-Blast Inspection and Seismic Monitoring Program. Discussion was held regarding a Permanent Seismic Monitoring Station to be installed at the Lake Ozark facility. Quoted price for Inspections was \$1,200 and \$500 Monthly Station Fee.

Gary Hutchcraft discussed with the board about putting an antique John Deere Tractor on Craig's List or E-bay as well as a pressure washer. The board was in agreement to proceed. Motion was made by Public Work Director Michalik, seconded by Gary Hamner. Motion passed unanimously.

ADJOURNMENT: Gary Hamner made a motion to adjourn at 4:29pm, seconded by Matt Michalik. Motion passed.

APPROVED ON:

Mayor Johnnie Franzekos

City Clerk, Kimberly Baker

JOINT SEWER BOARD
BILL LIST
AUGUST 16, 2016

| | |
|---|---------------------|
| OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING: | \$ - |
| OPERATING FUND BILLS TO BE PAID: | \$ 43,500.93 |
| EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING: | \$ 1,150.42 |
| EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID: | \$ - |
| TOTAL | \$ 44,651.35 |

OPERATING FUND BILLS PAID PRIOR TO BOARD MEETING:

| Account | Check | Paid To: | Description: | Amount: |
|--------------|-------|----------|--------------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| TOTAL | | | | \$ - |

OPERATING FUND BILLS TO BE PAID:

| Account | Check | Paid To: | Description: | Amount: |
|--------------|-------|--------------------------------|----------------------|---------------------|
| 4185 | 3538 | Ameren MO | July Service | \$ 11,168.59 |
| 4000 | 3539 | Equipment Replacement Fund | Payment into ER Fund | \$ 3,467.17 |
| 4170 | 3540 | Alliance Water Resources, Inc. | Management Fee | \$ 25,303.24 |
| 4160 | 3541 | Alliance Water Resources, Inc. | Hauled Wasted | \$ 600.00 |
| 4150 | 3542 | Alliance Water Resources, Inc. | 50% Reimb. Vehicle | \$ 411.03 |
| 4020 | 3542 | Alliance Water Resources, Inc. | Main & Repair | \$ 286.22 |
| 4020 | 3543 | Ovivo USA, LLC | Gear Motor & parts | \$ 2,228.18 |
| 4200 | 3544 | Lake Sun Leader | Audit Inv to Bid | \$ 58.50 |
| TOTAL | | | | \$ 43,500.93 |

EQUIPMENT REPLACEMENT FUND BILLS PAID PRIOR TO BOARD MEETING:

| Account | Check | Paid To: | Description: | Amount: |
|--------------|-------|---------------------------|--------------|--------------------|
| 4000 | 1016 | HD Supply Waterworks, LTD | | \$ 1,150.42 |
| TOTAL | | | | \$ 1,150.42 |

EQUIPMENT REPLACEMENT FUND BILLS TO BE PAID:

| Account | Check | Paid To: | Description: | Amount: |
|--------------|-------|----------|--------------|-------------|
| | | | | \$ - |
| TOTAL | | | | \$ - |



AmerenMissouri.com
 1.877.426.3736
 PO Box 790352 St. Louis, MO 63179-0352
for correspondence only

FOCUSED ENERGY. For Life.

Account Number 450005832
Customer Name ALLIANCE WATER RESOURCES INC
Service Address 3 ANDERSON RD.,
 LAKE OZARK, MO 65049

Current Detail for Statement 08/09/2016
Total Electric Charges \$10,032.60
Total Amount Due \$10,032.60

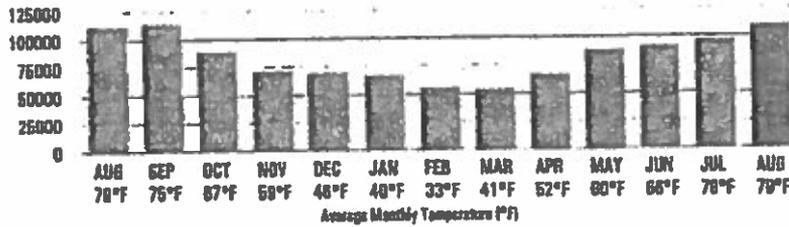


Stay informed about your energy usage anytime. Go to AmerenMissouri.com and create an account. It's simple and free!

| | |
|------------------------------|-------------|
| AMOUNT DUE | \$10,032.60 |
| Due Date | 08/09/2016 |
| Amount After Due Date | \$0.00 |
| Delinquent Statement | \$0.00 |
| Total Payments | \$0.00 |

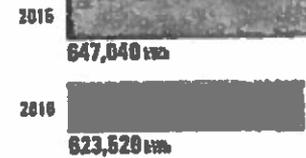
Electric Usage History

Electric Usage in Kilowatt Hours (kWh)



Electric Usage Summary (kWh)

So far this year, you're using **3.6% less** than last year.



Usage from Jan-Aug for 2015 & 2016

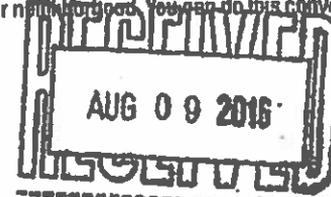
Keeping You Informed.

Update your account information so we can contact you when crews are working in your neighborhood. You can do this conveniently on our website. Don't have an online account? Sign up today at AmerenMissouri.com.

See next page for service details.

Keep this portion for your records.

Please return this portion with your payment.



Page 1 of 4



Check if you have address changes on back.

| | | | |
|---|-------------|-----------------------|------------|
| Amount Due | \$10,032.60 | Due Date | 08/09/2016 |
| Delinquent Amount After Due Date | \$0.00 | Account Number | 450005832 |

Amount Enclosed \$ _____

>000015 2216077 0001 092139 10Z

ALLIANCE WATER RESOURCES INC
 PO BOX 1985
 LAKE OZARK, MO 65048-1985

AMEREN MISSOURI
 PO BOX 88068
 CHICAGO IL 60680-1088

40600000 0045800058302 000010032600 000010032600



■ AmarenMissouri.com
 ■ 1.877.426.3736
 ■ PO Box 790352 St. Louis, MO 63179-0362
 for correspondence only

FOCUSED ENERGY. For life.

Electric Service Details Service from 07/07/2016 - 08/07/2016 (31 days)

Electric Meter Read

| METER NUMBER | SERVICE FROM TO | NO. DAYS | USAGE TYPE | READING TYPE | CURRENT READING | PREVIOUS READING | READING DIFFERENCE | MULTIPLIER | USAGE |
|--------------|-----------------|----------|------------|--------------|-----------------|------------------|--------------------|------------|-------------|
| 11673321 | 07/07 - 08/07 | 31 | Total kWh | Actual | 36217.0000 | 35638.0000 | 581.0000 | 100.0000 | 108980.0000 |

Usage Summary

| | | | |
|----------------|-------------|----------------------|----------|
| Total kWh | 108980.0000 | Peak kW | 220.0000 |
| Billing Demand | 220.0000 | Total Billing Demand | 220.0000 |

Rate 3M Large General Service

| DESCRIPTION | USAGE | UNIT | RATE | CHARGE |
|------------------------------------|------------|------|-----------------|--------------------|
| Demand Charge | 220.00 | kW | @ \$ 4.83000000 | \$1,082.60 |
| Energy Charge/Hours Used | 33,000.00 | kWh | @ \$ 0.10340000 | \$3,412.20 |
| Energy Charge/Hours Used | 44,000.00 | kWh | @ \$ 0.07780000 | \$3,423.20 |
| Energy Charge/Hours Used | 31,980.00 | kWh | @ \$ 0.05230000 | \$1,671.51 |
| Customer Charge | | | | \$82.85 |
| Fuel Adjustment Charge | 108,980.00 | kWh | @ \$-0.00002000 | \$-2.18 |
| Energy Efficiency Program Charge | 108,980.00 | kWh | @ \$ 0.00080000 | \$87.17 |
| Energy Efficiency Incentive Charge | 108,980.00 | kWh | @ \$ 0.00281800 | \$285.25 |
| Total Service Amount | | | | \$10,932.60 |
| Total Electric Charges | | | | \$10,932.60 |

Payments Since Previous Statement

| | |
|---------------|------------|
| DATE RECEIVED | AMOUNT |
| July 15, 2016 | \$9,087.97 |

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

Page 2 of 4

Address Changes or Corrections

Name _____
 Address _____
 City, State, Zip _____
 Phone Number _____

AmerenMissouri.com/WaysToPay

| | |
|--------------------|--------------------|
| ONLINE E-CHECK | PHONE 866.268.3729 |
| ONLINE CREDIT CARD | MAIL STUB & CHECK |

IN PERSON
 FIND A PAY STATION AT
AMERENMISSOURI.COM/PAYSTATION



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 PO Box 790352 St. Louis, MO 63179-0352
 for correspondence only

FOCUSED ENERGY. For life.

Account Number 6580096820
 Customer Name ALLIANCE WATER RESOURCES INC
 Service Address 3 ANDERSON RD
 LAKE OZARK, MO 65049

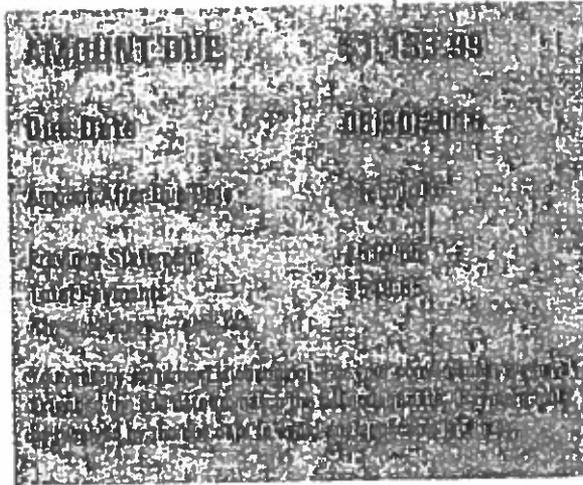
Current Detail for Statement 08/09/2016

Total Electric Charges \$1,133.89

Total Amount Due \$1,133.89

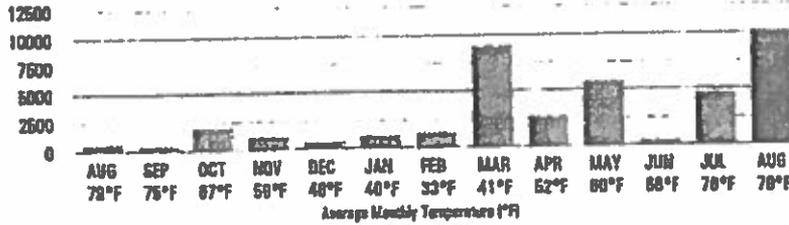


Stay informed about your energy usage anytime. Go to AmerenMissouri.com and create an account. It's simple and free!



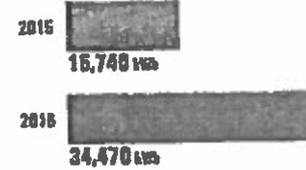
Electric Usage History

Electric Usage in Kilowatt Hours (kWh)



Electric Usage Summary (kWh)

This shows how much electric energy you've used this year compared to last year.



Usage from Jan-Aug for 2015 & 2016

Keeping You Informed.

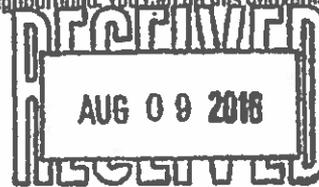
Update your account information so we can contact you when crews are working in your neighborhood. You can do this conveniently on our website. Don't have an online account? Sign up today at AmerenMissouri.com.



See next page for service details.

Keep this portion for your records.

Please return this portion with your payment.



Page 1 of 4



Check if you have address changes on back.

| | |
|----------------------------------|----------------|
| Amount Due | Due Date |
| Delinquent Amount After Due Date | Account Number |

Amount Enclosed \$

>000060 2216077 0001 092139 102

ALLIANCE WATER RESOURCES INC
 PO BOX 1885
 LAKE OZARK, MO 65049-1885

AMEREN MISSOURI
 PO BOX 88068
 CHICAGO IL 60680-1068

1.0633000 0055600059200 000001133990 000001133990



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 1.877.426.3736
 PO Box 790352 St. Louis, MO 63179-0352
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FOCUSED ENERGY. For life.

Electric Service Details Service from 07/07/2016 - 08/07/2016 (31 days)

Electric Meter Read

| METER NUMBER | SERVICE FROM - TO | NO. DAYS | USAGE TYPE | READING TYPE | CURRENT READING | PREVIOUS READING | READING DIFFERENCE | MULTIPLIER | USAGE |
|--------------|-------------------|----------|------------|--------------|-----------------|------------------|--------------------|------------|------------|
| 88041276 | 07/07 - 08/07 | 31 | Total kWh | Actual | 12848.0000 | 11934.0000 | 1008.0000 | 10.0000 | 10080.0000 |

Usage Summary

Total kWh 10080.0000

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

Threshold - Peak Demand

| DESCRIPTION | USAGE | UNIT | RATE | CHARGE |
|-------------------------------------|-----------|------|-----------------|-------------------|
| Total Energy Charge | 10,080.00 | kWh | @ \$ 0.10810000 | \$1,087.48 |
| Customer Charge | | | | \$20.43 |
| Fuel Adjustment Charge | 10,080.00 | kWh | @ \$-0.00002000 | \$-0.20 |
| Energy Efficiency Program Charge | 10,080.00 | kWh | @ \$ 0.00040000 | \$4.02 |
| Energy Efficiency Investment Charge | 10,080.00 | kWh | @ \$ 0.00221200 | \$22.26 |
| Total Service Amount | | | | \$1,132.99 |
| Total Electric Charges | | | | \$1,133.99 |

Payments Since Previous Statement

| DATE RECEIVED | AMOUNT |
|---------------|----------|
| July 15, 2016 | \$518.85 |

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

Page 2 of 4

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Name _____
 Address _____
 City, State, Zip _____
 Phone Number _____

AmerenMissouri.com/WaysToPay

| | | |
|--------------------|--------------------|---|
| ONLINE E-CHECK | PHONE 866.268.3729 | IN PERSON FIND A PAY STATION AT AMERENMISSOURI.COM/PAYSTATION |
| ONLINE CREDIT CARD | MAIL STUB & CHECK | |

Alliance Water Resources, Inc.
Professional Water and Wastewater Operations
 206 South Keene Street
 Columbia, Missouri 65201
 (673) 874-8080 Fax (673) 443-0833

INVOICE

Invoice No: 7010

SOLD TO:

1-Aug-18

Lake Ozark/Osage Beach Joint Utility Board
 c/o Karri Bell
 City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65085

Customer No: 20220

Terms: 30 days

| REFERENCE | DESCRIPTION | AMOUNT |
|------------------|--|--------------------|
| | Wastewater Plant operating service for month of: Aug-18 Base Fee | \$25,303.24 |
| TOTAL DUE | | \$25,303.24 |

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: 7009

Invoice Date: 31-Jul-16

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 |
|-----------|---|----------|
| | Hauled waste payments for the month of Jul-16 12 Hauled Waste Loads @ \$50.00 each | \$800.00 |
| TOTAL DUE | | \$800.00 |

Alliance Water Resources, Inc.
 Professional Water and Wastewater Operations
 208 South Keane Street
 Columbia, Missouri 65201
 (573) 874-8089 Fax (573) 443-9833

INVOICE

Invoice No: 7011
 Invoice Date: 1-Aug-18
 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 65086

| REFERENCE | DESCRIPTION | AMOUNT |
|------------------|-------------------------------------|-----------------|
| | Walmart - 50% 4150 | \$214.74 |
| | Roemer Heavy Equip & Trk - 50% 4150 | \$196.29 |
| | Accurate Superior Scale - 50% 4020 | \$75.00 |
| | HD Supply - 50% 4010 | \$103.72 |
| | Grainger - 50% 4020 | \$87.50 |
| TOTAL DUE | | \$677.25 |

Walmart*

Save money. Live better.

(573) 346 - 6445
 MANAGER DAVID BLANKENSHIP
 4252 HIGHWAY 54
 OSAGE BEACH MO 65065

STC 00815 OPR 003030 TEK 90 TRN 03241
 SLM30STRGBK 071628150780 5.47 X
 SUBTOTAL 5.47

TLE ITEMS FOLLOW

| | | |
|--------------|---------------|---------|
| ORDER NUMBER | 0048570062643 | |
| WAVLE STEH | 060538862034 | 3.00 X |
| WAVLE STEH | 060538862034 | 3.00 X |
| WAVLE STEH | 060538862034 | 3.00 X |
| WAVLE STEH | 060538862034 | 3.00 X |
| P235/75R15 | 069766201189 | 82.00 X |
| STATE FEE | 060538850389 | 0.50 0 |
| P235/75R15 | 069766201189 | 82.00 X |
| STATE FEE | 060538850389 | 0.50 0 |
| P235/75R15 | 069766201189 | 82.00 X |
| STATE FEE | 060538850389 | 0.50 0 |
| P235/75R15 | 069766201189 | 82.00 X |
| STATE FEE | 060538850389 | 0.50 0 |
| ROADHAZARD | 060538898913 | 10.00 N |
| TIRE FEE | 000003700848 | 1.50 0 |
| TIRE FEE | 000003700848 | 1.50 0 |
| TIRE FEE | 000003700848 | 1.50 0 |
| TIRE FEE | 000003700848 | 1.50 0 |
| LIFE WHL BAL | 007074224343 | 9.00 N |
| LIFE WHL BAL | 007074224343 | 9.00 N |
| LIFE WHL BAL | 007074224343 | 9.00 N |
| LIFE WHL BAL | 007074224343 | 9.00 N |

TLE ITEMS COMPLETE

| | |
|---------------------|--------|
| SUBTOTAL | 429.47 |
| TAX 1 7.475 % | 25.82 |
| TOTAL | 455.29 |
| WALMART CREDIT TEND | 455.29 |

ACCOUNT # **** *59 20 5
 APPROVAL # 013541
 REF # 619500390519
 TERMINAL # 283962774

07/13/16 08:23:46

CHANGE DUE 0.00

ITEMS SOLD 25

TC# 2009 0029 6049 0198 6770 3



Low Prices You Can Trust. Every Day.

07/13/16 08:23:47

CUSTOMER COPY

TIRES FOR DODGE PICKUP

4150

GL Acct#: 6702-20 \$240.55 1220-20 \$214.74

Signature: [Signature]

Date: 7/13/16

ROEMER'S HEAVY EQUIPMENT & TRUCK REPAIR

P.O. Box 191
Osage Beach, Missouri 65065
(573) 348-3733

00732

| QTY | PART NO. AND DESCRIPTION | PRICE |
|---|-------------------------------------|-------|
| 1 | BX5004341X A09 VALVE | 85.58 |
| 3 | 471766 OIL SEALS | 11.85 |
| 1 | V470163 O.I. SEAL | 9.82 |
| 1 | 104123 SHAFT YOKER | 14.85 |
| 1 | 104523 SHAFT YOKER | 24.59 |
| 1 | 10190 U-Joint | 12.99 |
|  | | |
| | GL Acct# 6702-80210-39 1280-8019610 | 4150 |
| Signature: <u>[Signature]</u> Date: <u>7/9/16</u> | | |
| TOTAL PARTS 182.58 | | |
| ACCESSORIES | | |
| TOTAL ACCESSORIES | | |

| | | | | | |
|---|--------------------------|----------------------|--|--------------|-----------|
| NAME | ALLIANCE WATER RESOURCES | CUSTOMER SERVICE NO. | | DATE | 6-24-2016 |
| ADDRESS | P.O. Box 1985 | ORDER WRITTEN BY | | PROMISED | A.M. |
| CITY, STATE, ZIP | LARK OZARK, MO, 65049 | BUSINESS PHONE | | | P.M. |
| HOME PHONE | | LICENSE NUMBER | | ODOMETER IN | |
| YEAR, MAKE AND MODEL | 94 GMC | MOTOR NUMBER | | ODOMETER OUT | |
| SERIAL NUMBER | R833094 | DESCRIPTION OF WORK | | | |
| <input type="checkbox"/> LUBE <input type="checkbox"/> CHANGE OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE-UP <input type="checkbox"/> TRANS. <input type="checkbox"/> DIFF. | | | | | |
| CHECK AIR LEAK AT AIR DRYER, REMOVE AND REPLACE LEAKING PARGE VALVE AND CHECK FOR LEAK, CHECK GREASE LEAKS AT PTO OUT PUT SHIFT DRAIN TRIMS, AND REPLACE P.T.O. SHINE SEAL, FILL TRAN'S WITH GREASE, REMOVE ANGLE DRIVE GEAR BOX AND REPLACE ALL SEALS ASSEMBLY AND INSTALL GEAR BOX, REPLACE DRIVE LINE YOKES AND U-Joint, | | | | | |
| LITERS/GALS. OF GAS | | TOTAL LABOR | | 710.00 | |
| LITERS/QT. OF OIL | | TOTAL PARTS | | 182.58 | |
| KG/LBS OF GREASE | | ACCESSORIES | | | |
| | | GAS, OIL & GREASE | | | |
| | | SUBLET REPAIR | | | |
| | | FR/WASTE DISPOSAL | | | |
| | | TAX | | 14.10 | |
| | | TOTAL | | 4106.68 | |
| | | THANK YOU! | | | |

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien acknowledged on above vehicle to secure the amount of repairs heretofore. It is also understood that you will not be held responsible for loss or damage to cars or articles left in care of the shop or any other cause beyond your control.

SAVE OLD PARTS? YES NO
SIGNATURE



INDUSTRIAL

WEIGHING EQUIPMENT

5404 Jedmed Ct. • St Louis, MO 63129
Bus: (314) 845-7778 • Fax: (314) 845-7779



PAGE: 1

INVOICE

Remit to: P. O. Box 959823
St. Louis, MO 63195

INVOICE NUMBER: 0014770-IN
INVOICE DATE: 07/20/16

SALES TAX CODE: MO

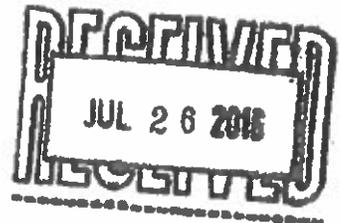
ALLIANCE WATER RESOURCES
#3 ANDERSON ROAD
P. O. BOX 1985
Lake Ozark MO 65049

CONTACT:

CUSTOMER NO: ALLIAWO
CUSTOMER P.O.:
SHIP VIA:

TERMS: NET 15 DAYS

| SALES CD | DESCRIPTION | QUANTITY | PRICE | AMOUNT |
|----------|--|------------|---------|--------|
| LAB09 | INSPECT AND TEST LAB BALANCES INSPECTION CHARGE | EACH 1.000 | 150.000 | 150.00 |



4020

GL Acct#: 1205-20 \$75.00 1220-20 \$75.00

Signature: [Handwritten Signature]

Date: 7/26/16

| | |
|----------------|--------|
| NET INVOICE: | 150.00 |
| FREIGHT: | .00 |
| SALES TAX: | .00 |
| INVOICE TOTAL: | 150.00 |

HD SUPPLY WATERWORKS INVOICE

1830 Craig Park Court
St. Louis, MO 63148

INVOICE # 752223
Invoice Date 7/01/16
Account # 118902
Sales Rep STEVEN BURKE
Phone # 573-348-1273
Branch # 188 Osage Beach, MO
Total Amount Due 5222.94

2289 1 MB 0.418 E0226 10270 D1788638081 S2 P3368738 0002-0002

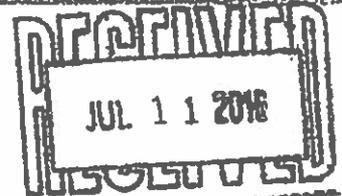


ALLIANCE WATER RESOURCES INC
PO BOX 1985
LAKE OZARK MO 65049-1985

Shipped to:

CUSTOMER PICK-UP -

HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST. LOUIS, MO 63148



Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name | Job # | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|----------|-------|----------------|-------------|-----------|
| 6/29/16 | 6/30/16 | HTH | HTH | | | YOUR TRUCK | F752223 |

| Product Code | Description | Quantity | | B/O | Price | UM | Extended Price |
|--------------|-----------------------------|----------|---------|-----|-----------|----|----------------|
| | | Ordered | Shipped | | | | |
| 96CHL100 | 100# DRUM GRANULAR CHLORINE | 1 | 1 | | 207.44000 | EA | 207.44 |

4020

GL Acct#: 6705-20⁴119.22 1820-20⁴103.72

Signature: *Gary Hultman*

Date: 7/11/16

Paperless Billing
- Expeditas delivery.
- Save trees.
- Go GREEN.

Register Now for Our New Customer Portal

Online ADVANTAGE

www.hdsupplywaterworks.com

HD SUPPLY WATERWORKS

Local Knowledge
Local Experience
Local Service, Nationwide!

| | | | | | | |
|---------|----------|----------|---------|-------|----------------|---------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal | 207.44 |
| | | | | | Other: | 0.00 |
| | | | | | Tax: | 15.50 |
| | | | | | Invoice Total: | 5222.94 |

Terms: NET 30 Ordered By: GARY

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

GRAINGER

PAGE 1

808 N. CEDARBROOK AVE.
SPRINGFIELD, MO 65802-2922
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER 858374754
INVOICE NUMBER 9178585155
INVOICE DATE 07/27/2016
DUE DATE 08/28/2016
AMOUNT DUE \$188.01

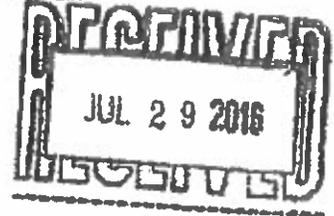
SHIP TO

ALLIANCE WATER RESOURCES
3 ANDERSON RD
LAKE OZARK MO 65048-0000

PO NUMBER:
CALLER:
CUSTOMER PHONE:
ORDER NUMBER:
INCO TERMS:

GARY HUTCHCRAFT
GARY HUTCHCRAFT
5733850455
1288158307
FOB ORIGIN

BILL TO
ALLIANCE WATER RESOURCES
PO BOX 1885
LAKE OZARK MO 65048-1885



THANK YOU!

FBI NUMBER 36-1169286
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

| PO LINE # | ITEM # | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|-----------|--------|---|----------|------------|--------|
| | 4K252 | MOTOR, 1/3 HP, 1725 RPM, 115/208-230 V MANUFACTURER # 4K252 Delivery #8331724067 Date Shipped: 07/27/2016 Carrier: UPS GROUND No. of Pkgs: 1 Wt: 17.990 Trk #: 1Z8812730324481805 | 1 | 160.55 | 160.85 |

4020

GL Acct#: 6205-20 \$100.51 1220-20 \$87.50

Signature: *Gary Hutchcraft*

Date: 7/29/16

INVOICE SUB TOTAL 160.85
SHIPPING CHARGE 14.34
TAX 13.02

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for compliance with US export controls. Diversion contrary to US law prohibited.

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS **AMOUNT DUE \$188.01**

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

ALLIANCE WATER RESOURCES
PO BOX 1885
LAKE OZARK MO 65048-1885
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 858374754
P.O. BOX 419267
KANSAS CITY, MO 64141-8267

858374754917858515510000188011000130210001434100000016082632

X ACCOUNT NUMBER 858374754 DATE 07/27/2016 INVOICE NUMBER 9178585155 AMOUNT DUE \$188.01

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE



Worldwide Experts in Water Treatment
 Ovivo USA, LLC
 4246 Riverboat Road, Suite 300
 Salt Lake City, UT 84123
 Phone: (801)931-3000
 Fax: (801)931-3880

REMIT TO VIA CHECK

Ovivo USA, LLC
 P.O. Box 673076
 Detroit, MI 48267-3076

REMIT TO VIA WIRE

Camerica Bank
 600 Woodward Avenue
 Detroit, MI 48226
 Account #: 1881886104
 Routing #: 072000888
 SWIFT #: MNB0U833
 Telex: 3772134 MNB INTL DET

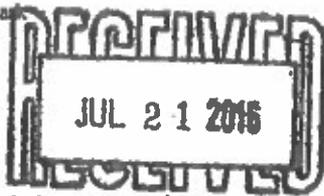
INVOICE NO

8469049B

Page: 1 of 1

Date: 07/18/2016

B 18908
 I Joint Sewer Board of Lake Ozark
 L P.O. Box 1985
 L Attn: Accounts Payable
 Lake Ozark MO 65049
 T USA
 O



S 1
 H Gary Hutchcraft
 I Lake Ozark Wastewater Treatment plant
 P 3 Anderson Road
 Lake Ozark MO 65049
 T USA
 O

| Order | Customer PO | Ship Via | Terms | Currency |
|------------|-----------------|-----------------|-------------|----------|
| SEW0008561 | -- SEE BELOW -- | Freight Allowed | Net 30 days | USD |

| Line | Item/Description | Qty Ordered | Qty Shipped | Qty Back Ord | U/M | Unit Price | Extended Price |
|------|--|-------------|-------------|--------------|-----|------------|----------------|
| 2 | 86668F SPROCKET 14T #60 1.500" BORE Date Shipped: 07/15/2016 | 1.00 | 1.00 | 0.00 | EA | 74.3200 | 74.32 |
| 3 | 85749Y SPROCKET,CHAIN,48T,2-3/16 BORE Date Shipped: 07/15/2016 | 1.00 | 1.00 | 0.00 | EA | 171.4100 | 171.41 |
| 4 | 86603H CHAIN,ROLLR,#60,3/4P RIVETD(160 LNKS/BX) | 160.00 | 160.00 | 0.00 | LNK | 0.6800 | 108.80 |
| 1 | 1Z3Z76A232A GEAR MOTOR, RIGHT ANGLE (US MOTORS) Date Shipped: 07/11/2016 | 1.00 | 1.00 | 0.00 | EA | 1,873.6500 | 1,873.65 |

Your point of contact is:

Miles Wilhelm
 Aftermarket Headworks Account Manager
 Email: miles.wilhelm@ovivowater.com
 Phone: 801-931-3319
 Fax: 801-931-3080

4020

Cust PO-Verbal Gary Hutchcraft

| | |
|----------------|-----------------|
| Sales Amount | 2,228.18 |
| Misc Charges | 0.00 |
| Freight | 0.00 |
| Sales Tax | 0.00 |
| Prepaid Amount | 0.00 |
| Total | 2,228.18 |

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 9, 7, & 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.
 MATERIAL RETURN POLICY: WRITTEN AUTHORIZATION IS REQUIRED FOR ALL RETURNED MATERIAL. MATERIAL MUST BE RETURNED F.O.B. TO OUR PLANT OF ORIGIN.

RECEIVED AUG 08 2016

Lake Sun GateHouse Media

918 N. Business Route 5
Camdenton, MO 65020-0980
573-317-8151 FAX 573-346-4508

LAKE SUN LEADER
GATEHOUSE MEDIA MO HOLDINGS, INC.
Legal Advertising Invoice

CITY OF OSAGE BEACH
ATTN: ACCTS PAYABLE
1000 CITY PARKWAY
OSAGE BEACH, MO 65065

RE: AUDIT- INV TO BID
PN: 19934
ACCT# 81525

AFFIDAVIT OF PUBLICATION (State of Missouri)

) SS
(County of Camden)

I, TOM BOOKSTAVER, BEING DULY SWORN ACCORDING TO LAW, STATE THAT I AM (PUBLISHER) OF THE LAKE SUN LEADER, A DAILY NEWSPAPER OF GENERAL CIRCULATION IN THE COUNTY OF CAMDEN, MISSOURI, WHERE LOCATED; WHICH HAS BEEN ADMITTED TO THE POST OFFICE AS PERIODICAL MATTER IN THE CITY OF CAMDENTON, THE CITY OF PUBLICATION; WHICH NEWSPAPER HAS BEEN PUBLISHED REGULARLY AND CONSECUTIVELY FOR A PERIOD OF THREE YEARS AND HAS A LIST OF BONAFIDE SUBSCRIBERS VOLUNTARILY ENGAGED AS SUCH WHO HAVE PAID OR AGREED TO PAY A STATED PRICE FOR A SUBSCRIPTION FOR A DEFINITE PERIOD OF TIME, AND THAT SUCH NEWSPAPER HAS COMPLIED WITH THE PROVISIONS OF COMMITTEE SUBSTITUTE FOR SENATE BILL 39 ENACTED BY THE FIFTY-NINTH GENERAL ASSEMBLY OF THE STATE OF MISSOURI. THE AFFIXED NOTICE APPEARED IN SAID NEWSPAPER ON THE FOLLOWING CONSECUTIVE WEEKS (ISSUES).

FROM: 08/04/2016 TO: 08/04/2016
VOL 137 NO 150 DAY OF AUGUST 04, 2016

SIGNED: _____
TOM BOOKSTAVER (PUBLISHER)

PUBLICATION FEE DUE: \$ 58.50
SUBSCRIBED AND SWORN TO BEFORE ME THIS
04 DAY OF AUGUST, 2016.

SIGNED: _____ (NOTARY PUBLIC)
REBECCA MOOS
NOTARY PUBLIC STATE OF MISSOURI, CAMDEN COUNTY

MY COMMISSION EXPIRES MAY 15, 2020

Payment is due upon receipt of this invoice.
Proof of Publication is available on or after the last day of publication.
After payment is received, signed & notarized affidavit will be issued.

HD SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63148

Invoice # 728916
Account # 231228
Sales Rep STEVEN BURKE
Phone # 573-348-1273
Branch # 139 Osage Beach, MO
Total Invoiced

Remit to:
HD SUPPLY WATERWORKS, LTD.
PO BOX 26330
ST LOUIS, MO 63148

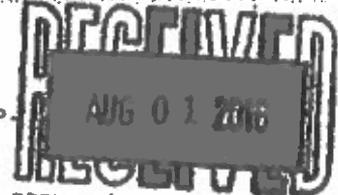
1688 1 MB 0.419 E0003X 19101 D1618371832 S2 P3401329 0601:0001



JOINT BOARD LAKE OZARK-OSAGE
PO BOX 1985
LAKE OZARK MO 65049-1985

Shipped to:

CUSTOMER PICK-UP



Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name | Job # | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|---------------|-------|----------------|-------------|-----------|
| 7/22/16 | 7/27/16 | VERBAL | GARY PH METER | | | YOUR TRUCK | F862991 |

| Product Code | Description | Quantity | | B/O | Price | UM | Extended Price |
|--------------|--|----------|---------|-----|-----------|----|----------------|
| | | Ordered | Shipped | | | | |
| /80014528694 | HACH HQ411D LAB PH METER BID SEQ# 10 | 1 | 1 | | 744.98000 | EA | 744.98 |
| /80014528695 | INTELICAL PH ELECTRODE GEL BID SEQ# 20 | 1 | 1 | | 251.23000 | EA | 251.23 |
| /80014528696 | HACH STAND FOR INTELICAL PROB BID SEQ# 30 | 1 | 1 | | 154.23000 | EA | 154.23 |

Paperless Billing
- Expedites delivery.
- Save trees.
- Go GREEN.

Register Now for Our New Customer Portal

Online ADVANTAGE

www.hdswaterworks.com

HD SUPPLY WATERWORKS

Local Knowledge
Local Experience
Local Service, Nationwide!

ER
4000

Freight Delivery Handling Restock Misc
Ordered By: GARY

Subtotal 1450.42
Other 0.00
Tax 0.00
Invoice Total 1450.42

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

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

| Account Number | Account Name | 7/31/2016 | | | 2016 Actual as of 7/31/2016 | 2016 July Revenue | Percent YTD |
|-----------------------------|--------------------|-------------------|-------------------|-------------------|-----------------------------------|-------------------------|----------------|
| | | 2014 Actual | 2015 Actual | 2016 Budget | | | |
| 3020 | Osage Beach | 464,343.06 | 477,172.03 | 473,000.00 | 276,218.09 | 39,540.75 | 58% |
| 3010 | Lake Ozark | 85,716.93 | 72,827.98 | 77,000.00 | 44,615.24 | 6,292.58 | 58% |
| 3100 | Interest | 31.18 | 54.79 | 45.00 | 65.77 | 28.69 | 146% |
| 3060 | Waste Haulers' Fee | 34,340.00 | 32,400.00 | 35,000.00 | 19,240.00 | 4,440.00 | 55% |
| Total Operating Fund | | 584,431.17 | 582,454.80 | 585,045.00 | 340,139.10 | 50,302.02 | 58% |
| E/R Fund Income | | 1,025.06 | 2,188.83 | 1,000.00 | 980.46 | 55.37 | 98% |
| TOTAL INCOME | | 585,456.23 | 584,643.63 | 586,045.00 | 341,119.56 | 50,357.39 | 58% |

**MONTH-TO-DATE AND YEAR-TO-DATE
EXPENDITURE/BUDGET ANALYSIS
7/31/2016**

| Account Number | Account Name | 2014 Actual | 2015 Actual | 2016 Budget | 2016 Actual as of 7/31/2016 | 2016 July Expenses | Percent YTD |
|----------------|---------------------------------------|-------------------|-------------------|-------------------|-----------------------------|--------------------|-------------------|
| 4000 | Equipment Replace Fund | 41,606.04 | 41,606.04 | 41,606.04 | 24,270.19 | 3,467.17 | 58% |
| 4010 | ERF Repayment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 4020 | *Maintenance & Repair | 58,873.44 | 33,878.90 | 114,500.00 | 12,403.62 | 1,620.32 | 11% |
| 4140 | Insurance | 16,502.00 | 16,306.00 | 17,000.00 | 16,977.00 | 0.00 | 100% |
| 4150 | ***Vehicle Repair/Maint | 9,186.16 | 1,508.78 | 8,000.00 | 455.40 | 286.16 | 6% |
| 4160 | Haulers Fees to Contractor | 8,000.00 | 8,000.00 | 8,000.00 | 7,400.00 | 1,500.00 | 93% |
| 4170 | Contract Management | 288,445.08 | 296,233.08 | 305,120.00 | 177,122.68 | 25,303.24 | 58% |
| 4185 | Electric | 70,366.40 | 76,751.19 | 77,000.00 | 38,743.64 | 8,445.86 | 50% |
| 4190 | Bank Charges | 0.00 | 0.00 | 0.00 | 14.85 | 0.00 | 0% |
| 4200 | Audit | 1,900.00 | 2,000.00 | 2,100.00 | 2,100.00 | 2,100.00 | 100% |
| 4220 | Professional Service | 43,038.41 | 2,369.99 | 15,000.00 | 9,193.09 | 9,193.09 | 61% |
| 4240 | Capital Purchases | 0.00 | 0.00 | 82,000.00 | 0.00 | 0.00 | 0% |
| | Totals | 537,917.53 | 478,653.98 | 670,326.04 | 288,680.47 | 51,925.84 | 60% |
| | **E/R Expenses | 9,429.93 | 1,869.72 | 25,500.00 | 1,830.00 | 0.00 | 7% |
| | TOTAL EXPENSES | 547,347.46 | 480,523.70 | 695,826.04 | 290,510.47 | 51,925.84 | 42% |
| | **Equipment & Replacement | | | | | | |
| | Normal E/R | 10,000.00 | | | | | 500.00 |
| | Replace impellers for RAS pumps | 8,500.00 | | | | | 5,000.00 |
| | Rebuild Arm Support Clarifier #2 | 5,000.00 | | | | | 8,000.00 |
| | Replace doors | 2,000.00 | X | | | | 8,000.00 X |
| | | <u>25,500.00</u> | | | | | 2,000.00 |
| | ***Vehicle Repair/Maint | | | | | | 1,000.00 |
| | Vehicle Maintenance | 3,000.00 | | | | | 1,000.00 |
| | Tires for Sludge Truck | 5,000.00 | | | | | 90,000.00 |
| | | <u>8,000.00</u> | | | | | <u>114,500.00</u> |
| | *Maintenance & Repair | | | | | | |
| | Auto Dialer Yrly Software Fee | | | | | | 500.00 |
| | To be determined. | | | | | | 5,000.00 |
| | Normal Maintenance | | | | | | 8,000.00 |
| | UV Spare Parts | | | | | | 8,000.00 |
| | Rock for Road | | | | | | 2,000.00 |
| | Strip and refinish tile in Admin Bldg | | | | | | 1,000.00 |
| | #1 Aeration Basin grit removal | | | | | | 90,000.00 |
| | | | | | | | <u>114,500.00</u> |

OPERATING FUND INCOME AND EXPENSE SUMMARY
7/31/2016

| | |
|-------------------------------------|-------------------|
| Beginning Balance | 233,455.49 |
| Income - Osage Beach | 39,540.75 |
| Income - Lake Ozark | 6,292.58 |
| Income - Other | 0.00 |
| Income - Waste Haulers' Fees | 4,440.00 |
| Interest - Checking | 28.69 |
| Income - CD Interest | 0.00 |
| Transfers From E/R Fund | 0.00 |
| Transfers to E/R fund | -3,467.17 |
| Expenses | -49,630.43 |
| Ending Fund Balance | 230,659.91 |
| Central Bank - NOW Acct. | 82,734.74 |
| First Bank of the Lake - Money Mkt. | 100,025.17 |
| CD St. Elizabeth, 3/17 #400886 | 50,000.00 |
| Outstanding Checks: | -2,100.00 |
| Deposit in Transit: | 0.00 |
| | 230,659.91 |

EQUIPMENT REPLACEMENT FUND INCOME AND EXPENSE SUMMARY
7/31/2016

| | |
|---|-------------------|
| Beginning Balance | 470,682.34 |
| Interest - Checking | 55.37 |
| Income - CD Interest | 0.00 |
| Transfers From E/R Fund | 0.00 |
| Transfers to E/R Fund | 3,467.17 |
| Income - Miscellaneous | 0.00 |
| Expenses | 0.00 |
| Ending Fund Balance | 474,204.88 |
| First Bank of the Lake - Money Mkt. | 122,534.34 |
| CD Providence Bank, 10/16 #1268880 | 200,958.31 |
| CD First Bank of the Lake, 01/17 #101318429 | 100,712.23 |
| CD St. Elizabeth, 3/17 #485431 | 50,000.00 |
| Deposit in Transit | 0.00 |
| Outstanding Checks: | 0.00 |
| | 474,204.88 |

Operating Fund
CHECK REGISTER - JOINT SEWER BOARD OPERATION FUND

| | | | | |
|------|-----------------------------------|---|------------|-------------------|
| | | | | 166,632.79 |
| | reconciled balance 4/30/16 | | | |
| 3516 | Ameren MO | X | 5,235.48 | - |
| 3517 | Equipment Replacement Fund | X | 3,467.17 | |
| 3518 | Alliance Water Resources, Inc. | X | 25,303.24 | |
| 3519 | Alliance Water Resources, Inc. | X | 300.00 | |
| 3520 | Alliance Water Resources, Inc. | X | 1,031.57 | |
| 3521 | UV Doctor Lamps LLC | X | 1,560.18 | |
| 3522 | Xylem Water Solutions, Inc. | X | 1,067.42 | |
| 3523 | John Henry Foster | X | 4,605.00 | |
| | Bank Charge | X | - | 3.00 |
| | Deposit LO | X | - | 5,897.73 |
| | Deposit OB | X | | 39,935.60 |
| | Deposit | X | | 4,000.00 |
| | Interest | X | | 5.93 |
| | reconciled balance 5/31/16 | | | 173,904.99 |
| 3524 | Ameren MO | X | 8,445.86 | - |
| 3525 | Equipment Replacement Fund | X | 3,467.17 | |
| 3526 | Alliance Water Resources, Inc. | X | 25,303.24 | |
| 3527 | Alliance Water Resources, Inc. | X | 2,000.00 | |
| 3528 | Alliance Water Resources, Inc. | X | 57.60 | |
| | Deposit Slips | X | 14.85 | |
| | Deposit LO | X | - | 5,951.60 |
| | Deposit OB | X | | 39,881.74 |
| | Deposit | X | | 3,000.00 |
| | Interest | X | | 5.88 |
| | reconciled balance 6/30/16 | | | 183,455.49 |
| 3529 | First Bank of the Lake | X | 100,000.00 | |
| 3530 | Ameren MO | X | 9,617.62 | - |
| 3531 | Equipment Replacement Fund | X | 3,467.17 | |
| 3532 | Alliance Water Resources, Inc. | X | 25,303.24 | |
| 3533 | Alliance Water Resources, Inc. | X | 1,500.00 | |
| 3534 | Alliance Water Resources, Inc. | X | 296.16 | |
| 3535 | Alliance Water Resources, Inc. | X | 1,620.32 | - |
| 3536 | Zerger & Mauer LLP | X | 9,193.09 | |
| | Deposit LO | X | - | 6,292.58 |
| | Deposit OB | X | | 39,540.75 |
| | Deposit | X | | 4,440.00 |
| | Interest | X | | 3.52 |
| | reconciled balance 7/31/16 | | | 82,734.74 |
| | | | | 82,734.74 |



Central Bank
of Lake of the Ozarks

P.O. Box 4500, Jefferson City, MO 65112
(573) 348-2761

RETURN SERVICE REQUESTED

LAKE OZARK OSAGE BEACH JOINT SEWER
TREATMENT PLANT BOARD
1000 CITY PKWY
OSAGE BEACH MO 65085-3058

Period 07/01/2016 - 07/29/2016 Page 1 of 3

Web Address www.centralbank.net

Your Financial Summary on July 29, 2016

| | <u>Bank Deposits</u> | <u>Totals</u> |
|------------------------|----------------------|---------------|
| Bank Deposit Accounts: | | |
| Checking | \$ 82,734.74 | |
| Bank Deposit Total | | \$ 82,734.74 |
| Total Assets: | \$ 82,734.74 | \$ 82,734.74 |

Detailed Explanation of Account Balances and Other Assets

Basic Plus Interest Checking

| | | | | | |
|-------------------------------------|---------------------------------|------------|----------------------|-----------|-----------------------|
| No. 000007297 | Beginning Balance June 30, 2016 | | \$ 183,455.49 | | |
| Deposits | | | | | |
| July 06 | Deposit | | 140.00 | | |
| July 19 | Deposit | | 6,292.58 | | |
| July 19 | Deposit | | 39,540.75 | | |
| July 20 | Deposit | | 800.00 | | |
| July 27 | Deposit | | 3,500.00 | | |
| July 29 | Interest Earned | | 3.52 | | |
| Total | | | +\$ 50,276.85 | | |
| Checks | | | | | |
| Check No. | Date Paid | Amount | Check No. | Date Paid | Amount |
| 3529 | July 05 | 100,000.00 | 3533 | July 26 | 1,500.00 |
| 3530 | July 18 | 9,617.62 | 3534 | July 26 | 296.16 |
| 3531 | July 21 | 3,467.17 | 3535 | July 26 | 1,620.32 |
| 3532 | July 26 | 25,303.24 | 3536 | July 27 | 9,193.09 |
| Total | | | | | -\$ 150,997.60 |
| Ending Balance July 29, 2016 | | | \$ 82,734.74 | | |

Number of days since last statement/interest cycle **31**
 Beginning and ending dates for calculation of statement/interest cycle are 07/01/2016 through 07/31/2016
 Average collected balance **103,815.00**
 Interest rate **0.04%**
 Annual percentage yield earned **0.04%**

JSB - CHECK REGISTERS 2016

CHECK REGISTER - JOINT SEWER BOARD EQUIPMENT REPLACEMENT FUND

| | | | |
|-----------------------------------|---|------------|-------------------|
| reconciled balance 4/30/16 | | | 111,980.00 |
| Interest | X | 49.66 | 112,029.66 |
| Deposit | X | 3,467.17 | 115,496.83 |
| reconciled balance 5/31/16 | | | 115,496.83 |
| Interest | X | 47.80 | 115,544.63 |
| Deposit | X | 3,467.17 | 119,011.80 |
| reconciled balance 6/30/16 | | | 119,011.80 |
| Interest | X | 80.54 | 119,092.34 |
| Deposit | X | 3,467.17 | 122,559.51 |
| TRANS FROM BOLO | | 100,000.00 | 222,559.51 |
| reconciled balance 7/31/16 | | | 222,559.51 |



4558 Osage Beach Pkwy, Suite 100
 Osage Beach, MO 65065
 (573) 348-2265

536 00010 01
 ACCOUNT:
 DOCUMENTS:

PAGE: 1
 16

59

LAKE OZARK-OSAGE BEACH JOINT SEWER TREAT
 SEWER BD.-TREATMENT PLANT BD.
 1000 CITY PKWY
 OSAGE BEACH MO 65065-3058

Privacy Notice - Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.firstbanklake.com or we will mail you a free copy upon request if you call us at 573-348-2265.

BUSINESS MONEY MARKET ACCOUNT

-- (BUSINESS MONEY MARKET)

LAST STATEMENT 06/30/16 119,011.80
 3 CREDITS 103,547.71
 DEBITS .00
 THIS STATEMENT 07/29/16 222,559.51

----- DEPOSITS -----
 REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT REF #.....DATE.....AMOUNT
 07/01 100,000.00 07/20 3,467.17

----- OTHER CREDITS -----
 DESCRIPTION DATE AMOUNT
 INTEREST 07/29 80.54

----- I N T E R E S T -----
 AVERAGE LEDGER BALANCE: 220,207.37 INTEREST EARNED: 80.54
 AVERAGE AVAILABLE BALANCE: 202,726.88 DAYS IN PERIOD: 29
 INTEREST PAID THIS PERIOD: 80.54 ANNUAL PERCENTAGE YIELD EARNED: .50%
 INTEREST PAID 2016: 402.47

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





OPERATING DIVISIONS

MISSOURI

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

- IOWA*
- Maquoketa
- Tipton

TENNESSEE

- South Fulton

REPORT OF OPERATIONS

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

Month of July 2016

Submitted by Alliance Water Resources, Inc. for the

August 2016

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 to waters of the state. No work related lost time accidents have occurred during the month.

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

PLANT EFFLUENT QUALITY

| | BOD mg/l | TSS mg/l | pH | E.coli Colonies/100 ml | Coliform | Ammonia as N mg/L | O&G mg/L | Metals Selenium ug/L |
|-----------------|-------------|-------------|-----|---------------------------|----------|----------------------|-------------|-------------------------|
| Monthly Average | 1.7 | 1.6 | NA | < 20 | | 0.33 | <5.0 | <0.010 |
| Peak Day | 2.5 | 2.1 | 8.1 | < 20 | | 1.30 | <5.0 | <0.010 |
| Percent Removal | 99.1 | 99.2 | NA | NA | | NA | NA | NA |

NPDES EFFLUENT LIMITATIONS

| | BOD mg/l | TSS mg/l | pH | E.coli Colonies/100 ml | Coliform | Ammonia as N mg/L | O&G mg/L | Metals Selenium ug/ L |
|-----------------|-------------|-------------|-----|---------------------------|----------|----------------------|-------------|--------------------------|
| Monthly Average | 30 | 30 | 6-9 | 126 | | 1.2 | 10 | 4.0 |
| Weekly Average | 45 | 45 | | 630 | | | | |
| Daily Max | | | | | | 5.6 | 15 | 8.1 |

PLANT HYDRAULIC AND ORGANIC LOADING

The average daily influent flow for the month was 2.193 MGD or 73% of Permitted flow with Lake Ozark contributing 13% of the total flow and Osage Beach contributing 87%. 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 101489 pounds of BOD.

BIOSOLIDS APPLICATION AND INVENTORY

Plant personnel land applied 28 tanker loads of bio-solids during the month equivalent to a total of 103,600 gallons and 29,408 pounds dry weight solids.

335,951 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 435,625 gallons with a level of 4.5 feet in Tank 1 and 4.0 feet in Tank 2.

WASTEHAULERS

The plant received 46 loads of septage during the month totaling 111,000 gallons.

WWTP OPERATIONS

- Decanting digesters and wasting weekly.
- Normal operations.

WWTP MAINTENANCE AND REPAIR

- Performed routine maintenance throughout the month as per Antero Maintenance Data Management schedule. (New version of Operator 10 Software)
- We had a float switch go bad in the decant lift station at the digesters on the 6th of July, so we replaced it with a spare we had in inventory that same day.
- The left front leaf spring bracket on the big sludge truck broke on the 22nd of July, so we took it to Roemers to have it repaired. It couldn't be welded, so he had to order a replacement.
- The RAS basement exhaust fan quit on us on the 27th, so we ordered a replacement motor and got it installed on the 1st of August.

SAFETY

- We conducted our monthly routine Safety Meeting on Excavation Safety on the 6th of July.

REGULATORY AGENCY, INSPECTION AND REPORTS

- We filled out the EDMR on MDNR's website on the 4th of August.
- We received the results for our Annual WET test on 5th of July and passed with 100% survival on both species. (see attachment)
- We received the results for our Annual in-house DMRQA Study 36 on the 26th of July and had acceptable results in all parameters. (see attachment)

MISCELLANEOUS AND RECOMMENDATIONS

- We would like to Thank Matt and the City of Lake Ozark for assisting us with getting our sludge truck unstuck. Many Thanks!
- We have included a copy of the official bid package that will go out if approved to the contractors that are interested in bidding on the removal of the grit in Oxidation Ditch #1. (see attachment)

**TABLE A
LAKE OZARK/OSAGE BEACH WWTP**

MONTH OF **July** 2016

| DATE | RAIN FALL IN. | FLOW | | | | | BOD 5 MG/L | | | TSS MG/L | | |
|--|---------------------|-----------|-----------|-------------|------|------|------------|------------|--------------|------------|------------|--------------|
| | | LO mgd | OB mgd | COMB mgd | % LO | % OB | LO mg/l | OB mg/l | COMB mg/l | LO mg/l | OB mg/l | COMB mg/l |
| 1-Jul | 0.4 | 0.227 | 1.667 | 1.894 | 12.0 | 88.0 | 215 | 183 | 207 | 186 | 156 | 230 |
| 2-Jul | 0.2 | 0.270 | 1.789 | 2.059 | 13.1 | 86.9 | | | | | | |
| 3-Jul | 1.2 | 0.424 | 2.596 | 3.020 | 14.0 | 86.0 | | | | | | |
| 4-Jul | 1.5 | 0.479 | 2.767 | 3.246 | 14.8 | 85.2 | | | | | | |
| 5-Jul | 0 | 0.374 | 2.133 | 2.507 | 14.9 | 85.1 | | | | | | |
| 6-Jul | 0 | 0.240 | 1.746 | 1.986 | 12.1 | 87.9 | | | | | | |
| 7-Jul | 0.5 | 0.239 | 1.590 | 1.829 | 13.1 | 86.9 | | | | | | |
| 8-Jul | 0 | 0.282 | 1.952 | 2.234 | 12.6 | 87.4 | 283 | 230 | 215 | 158 | 190 | 224 |
| 9-Jul | 0 | 0.281 | 1.816 | 2.097 | 13.4 | 86.6 | | | | | | |
| 10-Jul | 0 | 0.284 | 1.971 | 2.255 | 12.6 | 87.4 | | | | | | |
| 11-Jul | 0 | 0.253 | 1.788 | 2.041 | 12.4 | 87.6 | | | | | | |
| 12-Jul | 0 | 0.220 | 1.562 | 1.782 | 12.3 | 87.7 | | | | | | |
| 13-Jul | 0 | 0.222 | 1.543 | 1.765 | 12.6 | 87.4 | | | | | | |
| 14-Jul | 4 | 0.530 | 4.204 | 4.734 | 11.2 | 88.8 | | | | | | |
| 15-Jul | 0 | 0.307 | 1.698 | 2.005 | 15.3 | 84.7 | 135 | 85 | 118 | 156 | 110 | 186 |
| 16-Jul | 0 | 0.286 | 1.944 | 2.230 | 12.8 | 87.2 | | | | | | |
| 17-Jul | 0 | 0.321 | 2.102 | 2.423 | 13.2 | 86.8 | | | | | | |
| 18-Jul | 0 | 0.279 | 1.757 | 2.036 | 13.7 | 86.3 | | | | | | |
| 19-Jul | 0 | 0.228 | 1.647 | 1.875 | 12.2 | 87.8 | | | | | | |
| 20-Jul | 0 | 0.217 | 1.608 | 1.825 | 11.9 | 88.1 | | | | | | |
| 21-Jul | 0 | 0.211 | 1.573 | 1.784 | 11.8 | 88.2 | | | | | | |
| 22-Jul | 0 | 0.228 | 1.681 | 1.909 | 11.9 | 88.1 | 185 | 188 | 195 | 176 | 124 | 220 |
| 23-Jul | 0 | 0.249 | 1.788 | 2.037 | 12.2 | 87.8 | | | | | | |
| 24-Jul | 0 | 0.339 | 2.161 | 2.500 | 13.6 | 86.4 | | | | | | |
| 25-Jul | 0.25 | 0.254 | 1.716 | 1.970 | 12.9 | 87.1 | | | | | | |
| 26-Jul | 0.4 | 0.259 | 1.678 | 1.937 | 13.4 | 86.6 | | | | | | |
| 27-Jul | 0 | 0.228 | 1.757 | 1.985 | 11.5 | 88.5 | | | | | | |
| 28-Jul | 0 | 0.211 | 1.682 | 1.893 | 11.1 | 88.9 | | | | | | |
| 29-Jul | 0.1 | 0.247 | 1.603 | 1.850 | 13.4 | 86.6 | 220 | 163 | 160 | 220 | 112 | 184 |
| 30-Jul | 0.1 | 0.285 | 1.909 | 2.194 | 13.0 | 87.0 | | | | | | |
| 31-Jul | 0 | 0.319 | 1.762 | 2.081 | 15.3 | 84.7 | | | | | | |
| SUM | 8.7 | 8.793 | 59.190 | 67.983 | | | | | | | | |
| AVG | | 0.284 | 1.909 | 2.193 | 13 | 87 | 208 | 170 | 179 | 179 | 138 | 209 |
| NOTE: BOLD PRINT INDICATES WEEKEND DAYS | | | | | | | | | | | | |

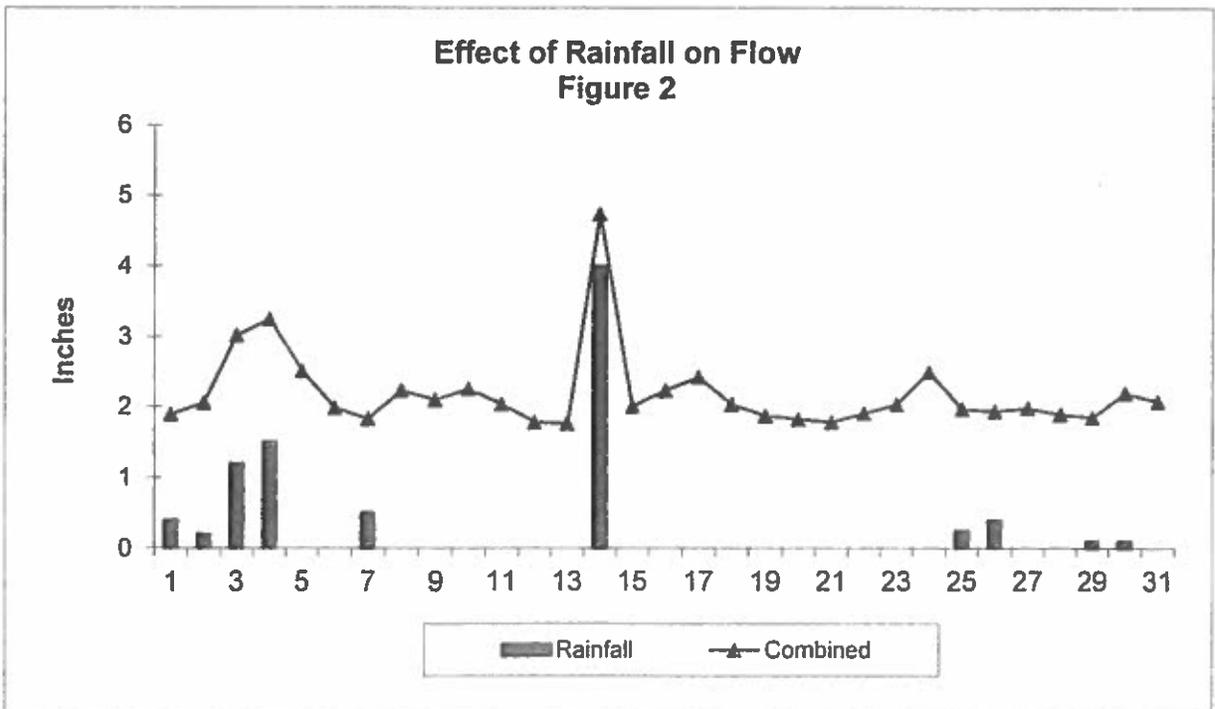
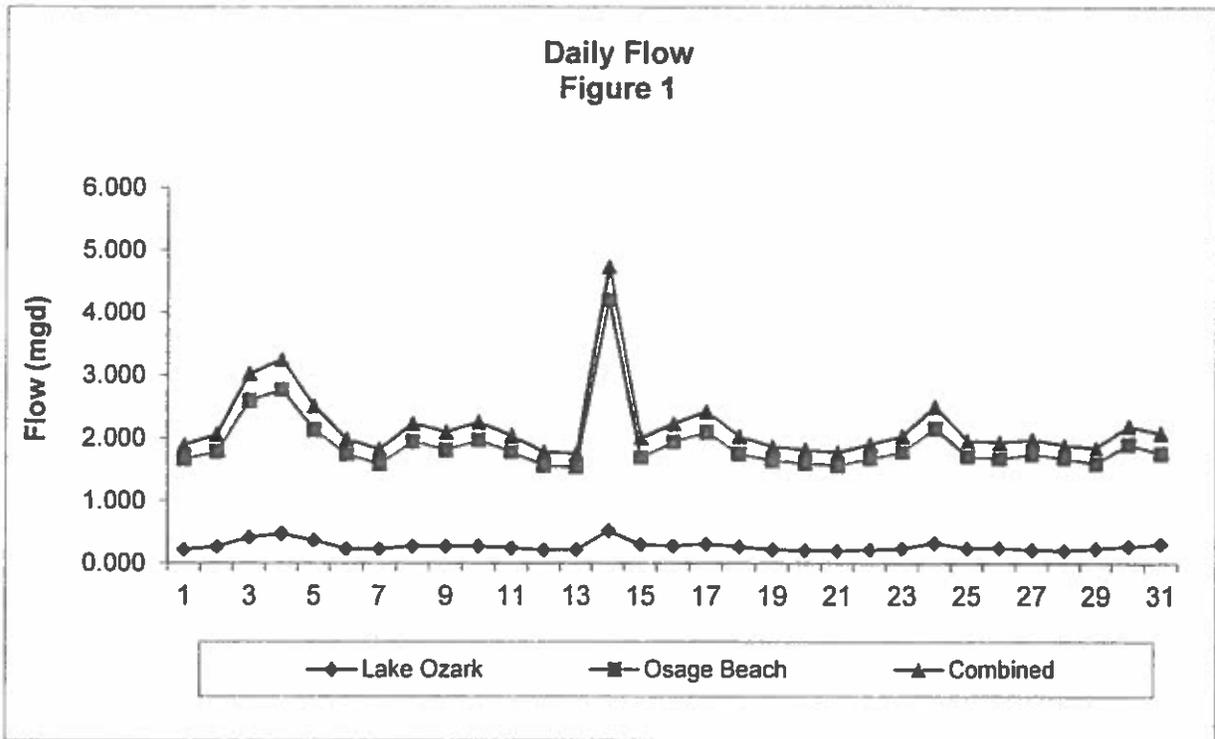


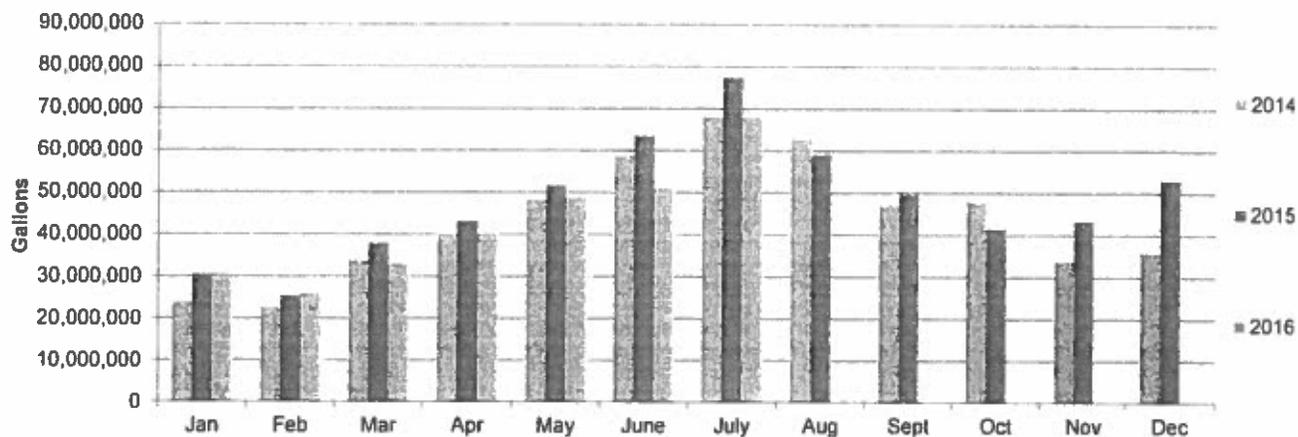
TABLE B
JOINT SEWER BOARD
Monthly Flows

| <u>2014</u> | <u>RAINFALL</u> | <u>OSAGE BEACH</u> | | <u>LAKE OZARK</u> | | <u>TOTAL</u> | <u>%</u> |
|-------------|-----------------|--------------------|-----|-------------------|-----|--------------|----------|
| January | 3.0 | 19,229,000 | 81% | 4,634,000 | 19% | 23,863,000 | 100% |
| February | 1.3 | 18,444,000 | 82% | 4,114,000 | 18% | 22,558,000 | 100% |
| March | 1.2 | 28,731,000 | 85% | 5,061,000 | 15% | 33,792,000 | 100% |
| April | 5.1 | 33,479,000 | 84% | 6,515,000 | 16% | 39,994,000 | 100% |
| May | 4.7 | 41,054,000 | 85% | 7,129,000 | 15% | 48,183,000 | 100% |
| June | 5.1 | 50,416,000 | 86% | 8,342,000 | 14% | 58,758,000 | 100% |
| July | 3.1 | 59,089,000 | 87% | 9,059,000 | 13% | 68,148,000 | 100% |
| August | 2.9 | 54,624,000 | 87% | 8,228,000 | 13% | 62,852,000 | 100% |
| September | 3.4 | 40,316,000 | 86% | 6,735,000 | 14% | 47,051,000 | 100% |
| October | 7.9 | 41,322,000 | 86% | 6,659,000 | 14% | 47,981,000 | 100% |
| November | 1.6 | 29,315,000 | 87% | 4,506,000 | 13% | 33,821,000 | 100% |
| December | 2.6 | 31,534,000 | 88% | 4,204,000 | 12% | 35,738,000 | 100% |
| | 41.7 | 447,553,000 | 85% | 75,186,000 | 15% | 522,739,000 | 100% |

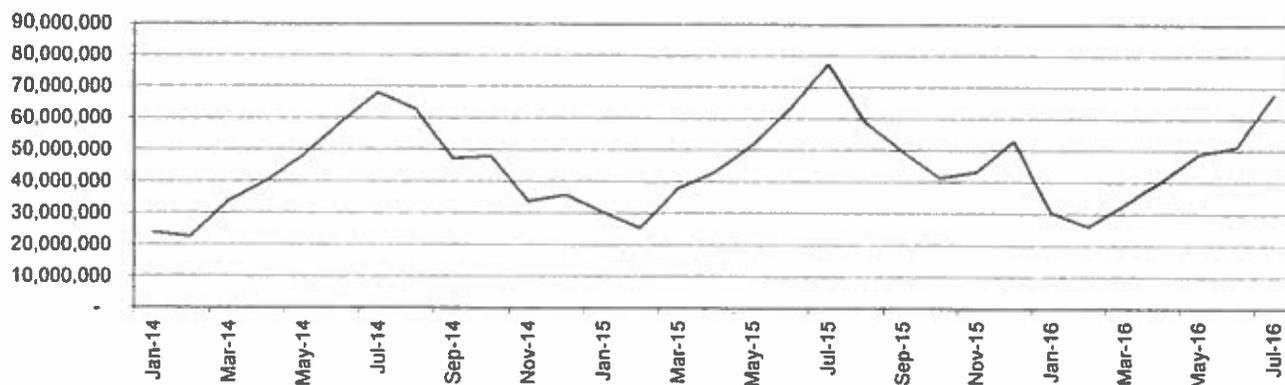
| <u>2015</u> | <u>RAINFALL</u> | <u>OSAGE BEACH</u> | | <u>LAKE OZARK</u> | | <u>TOTAL</u> | <u>%</u> |
|-------------|-----------------|--------------------|-----|-------------------|-----|--------------|----------|
| January | 0.9 | 26,319,000 | 87% | 4,085,000 | 13% | 30,404,000 | 100% |
| February | 1.4 | 21,892,000 | 86% | 3,465,000 | 14% | 25,357,000 | 100% |
| March | 4.5 | 32,996,000 | 87% | 4,920,000 | 13% | 37,916,000 | 100% |
| April | 4.0 | 37,220,000 | 86% | 5,945,000 | 14% | 43,165,000 | 100% |
| May | 7.2 | 44,456,000 | 86% | 7,209,000 | 14% | 51,665,000 | 100% |
| June | 7.1 | 54,745,000 | 86% | 8,769,000 | 14% | 63,514,000 | 100% |
| July | 9.7 | 66,474,000 | 86% | 10,871,000 | 14% | 77,345,000 | 100% |
| August | 3.5 | 51,695,000 | 88% | 7,327,000 | 12% | 59,022,000 | 100% |
| September | 3.1 | 43,144,000 | 87% | 6,531,000 | 13% | 49,675,000 | 100% |
| October | 1.8 | 36,230,000 | 87% | 5,216,000 | 13% | 41,446,000 | 100% |
| November | 10.8 | 37,047,000 | 86% | 6,247,000 | 14% | 43,294,000 | 100% |
| December | 11.7 | 44,392,000 | 84% | 8,603,000 | 16% | 52,995,000 | 100% |
| | 65.7 | 496,610,000 | 87% | 79,188,000 | 13% | 575,798,000 | 100% |

| <u>2016</u> | <u>RAINFALL</u> | <u>OSAGE BEACH</u> | | <u>LAKE OZARK</u> | | <u>TOTAL</u> | <u>%</u> |
|-------------|-----------------|--------------------|-----|-------------------|-----|--------------|----------|
| January | 0.8 | 26,604,000 | 87% | 4,001,000 | 13% | 30,605,000 | 100% |
| February | 0.8 | 22,444,000 | 86% | 3,661,000 | 14% | 26,105,000 | 100% |
| March | 3.1 | 28,785,000 | 87% | 4,251,000 | 13% | 33,036,000 | 100% |
| April | 5.3 | 35,053,000 | 87% | 5,231,000 | 13% | 40,284,000 | 100% |
| May | 7.0 | 42,126,000 | 86% | 6,704,000 | 14% | 48,830,000 | 100% |
| June | 1.2 | 44,599,000 | 87% | 6,545,000 | 13% | 51,144,000 | 100% |
| July | 8.7 | 59,190,000 | 87% | 8,793,000 | 13% | 67,983,000 | 100% |
| August | | | | | | | |
| September | | | | | | | |
| October | | | | | | | |
| November | | | | | | | |
| December | | | | | | | |
| | 26.8 | 258,801,000 | 87% | 39,186,000 | 13% | 297,987,000 | 100% |

Monthly Influent Flow
Figure 3A

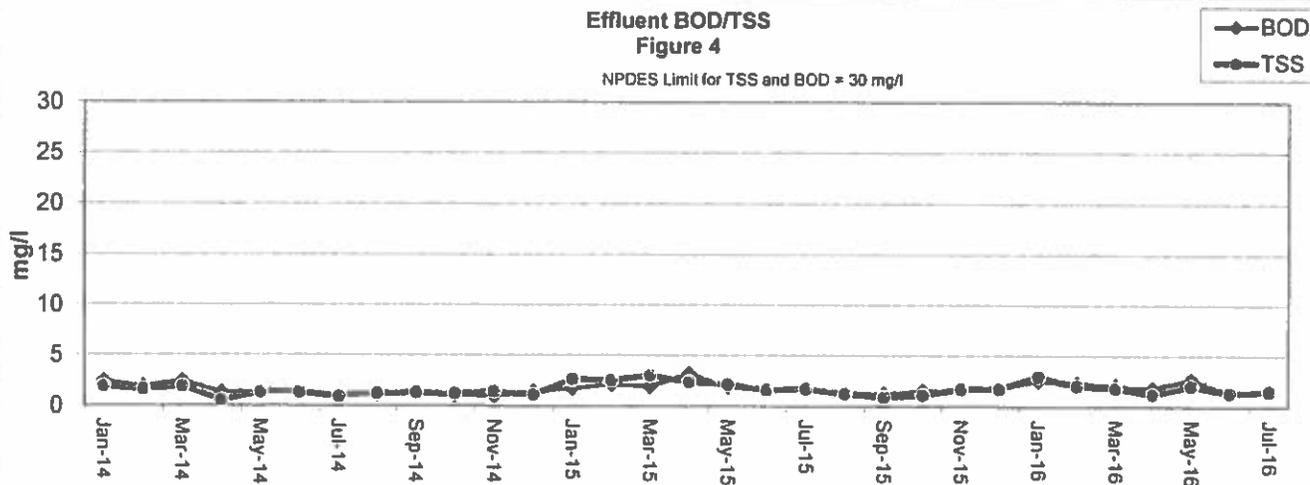


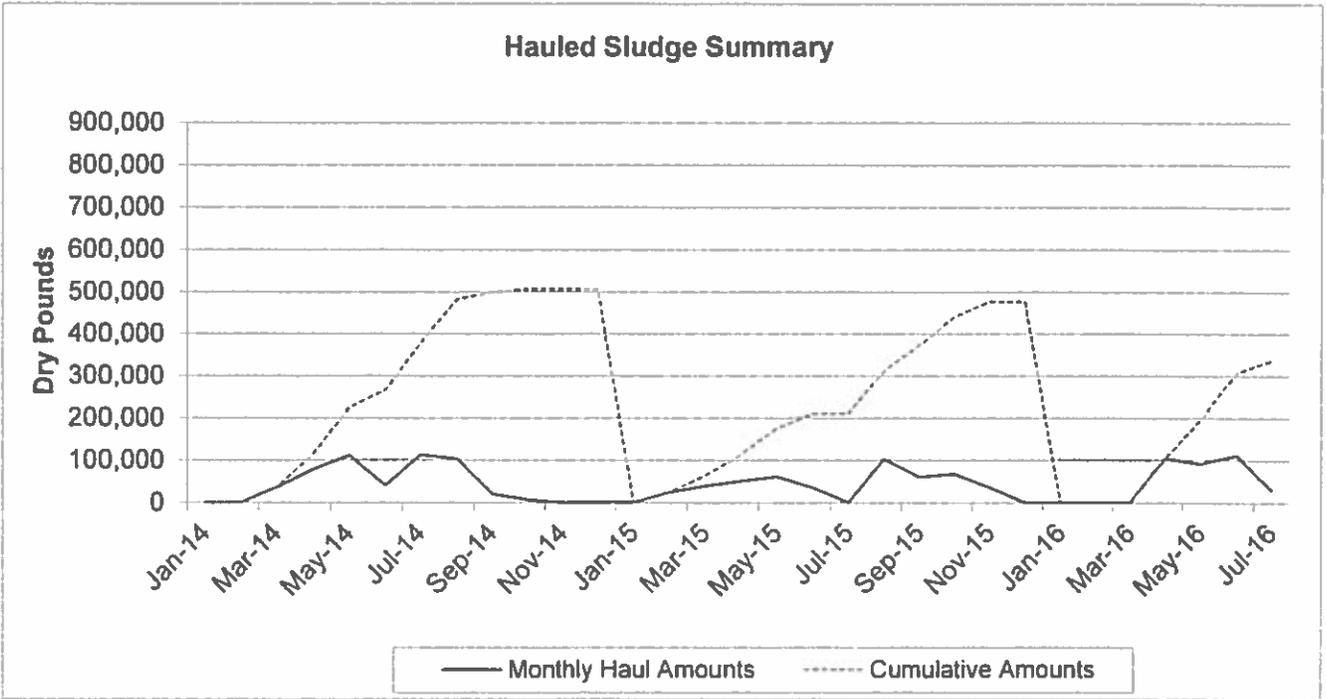
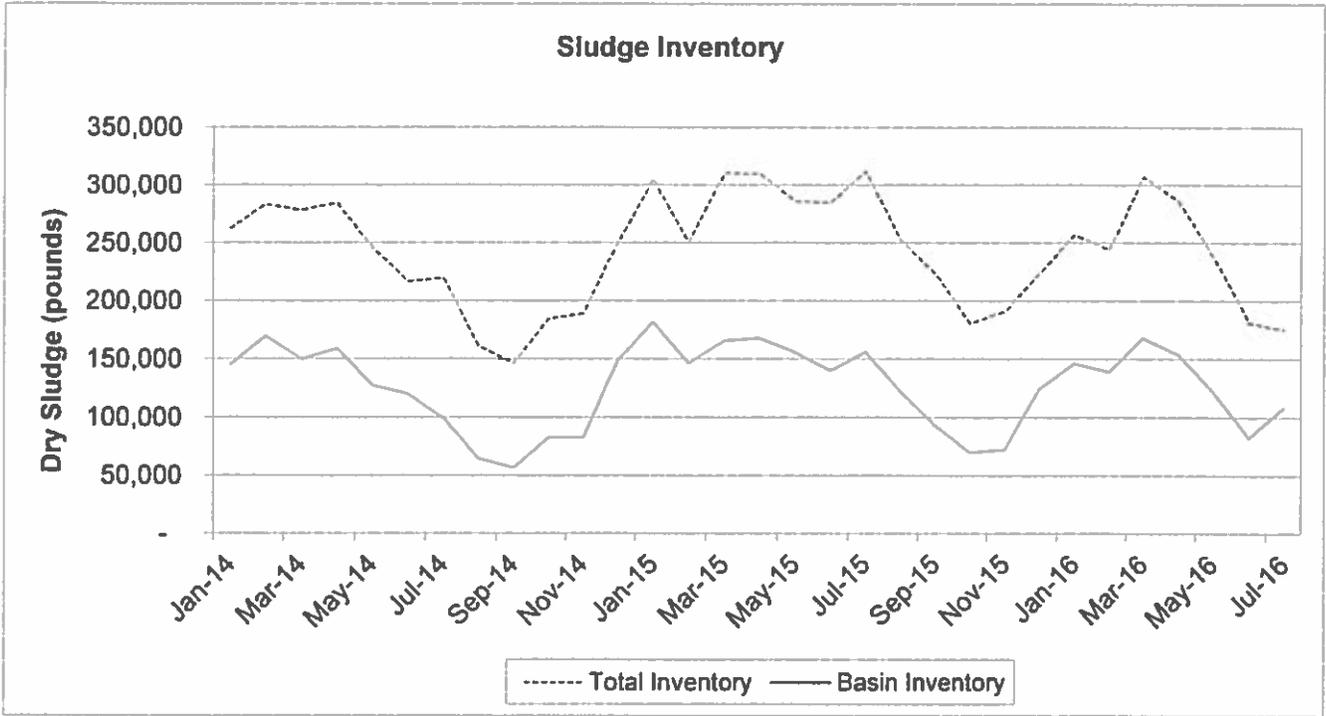
Monthly Influent Flow
Figure 3B



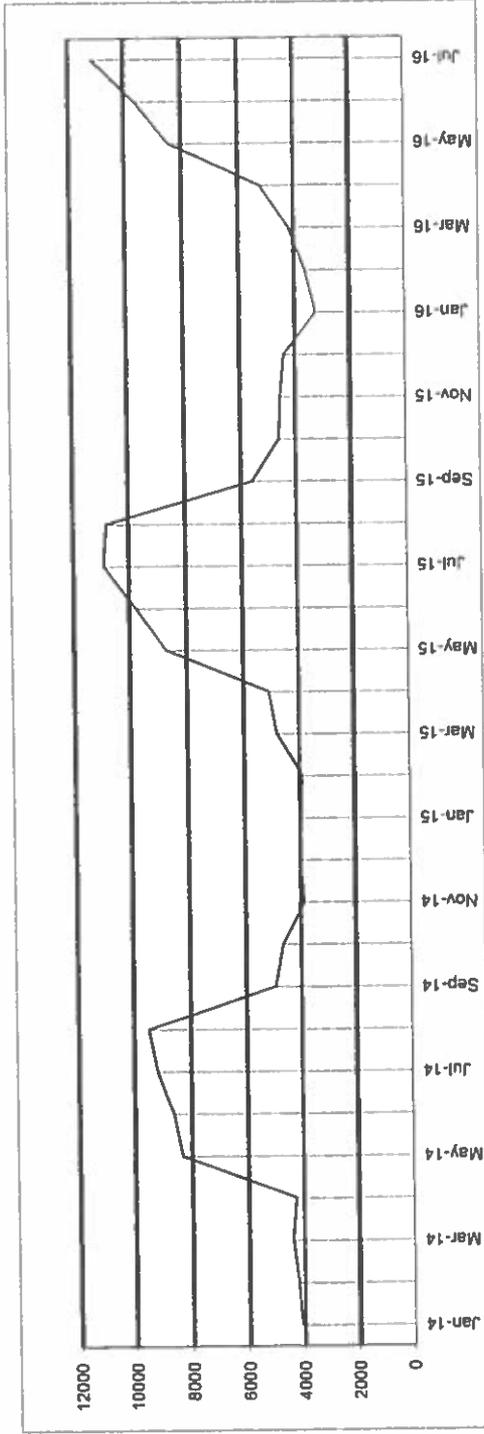
Effluent BOD/TSS
Figure 4

NPDES Limit for TSS and BOD = 30 mg/l

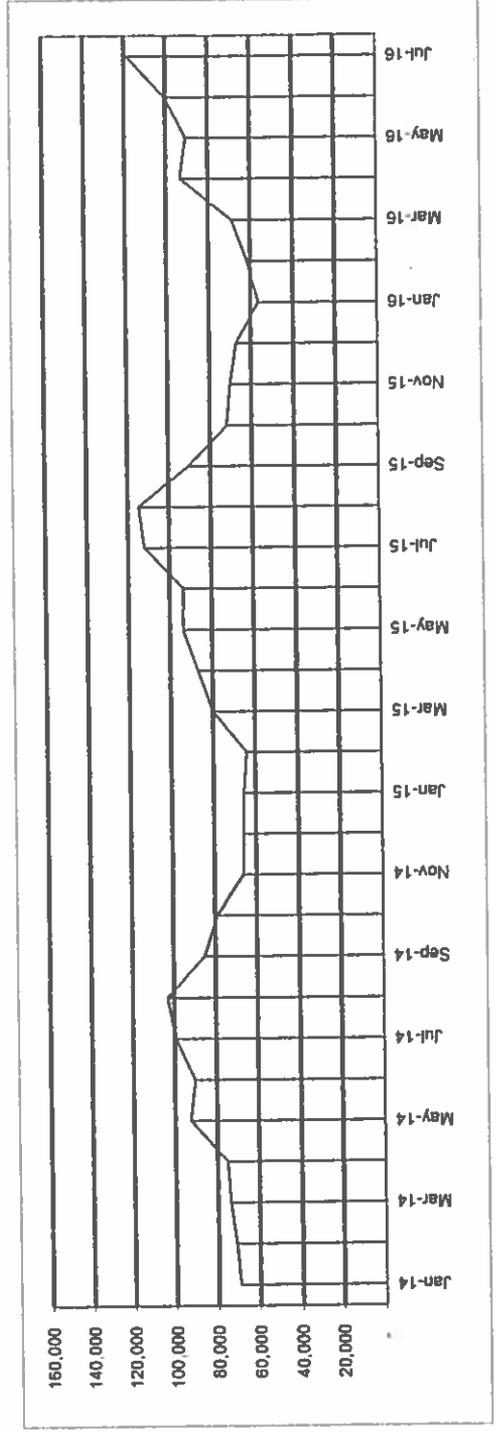




Electric Cost



Kilowatts Used



Electric Cost Kilowatts Used

| | | |
|--------|-------|---------|
| Jan-14 | 4116 | 69,690 |
| Feb-14 | 4226 | 71,330 |
| Mar-14 | 4427 | 73,840 |
| Apr-14 | 4297 | 75,240 |
| May-14 | 8325 | 92,580 |
| Jun-14 | 8643 | 90,400 |
| Jul-14 | 9200 | 99,540 |
| Aug-14 | 9483 | 103,070 |
| Sep-14 | 4953 | 85,380 |
| Oct-14 | 4663 | 78,920 |
| Nov-14 | 3864 | 66,400 |
| Dec-14 | 4009 | 66,040 |
| Jan-15 | 3947 | 65,860 |
| Feb-15 | 3901 | 64,300 |
| Mar-15 | 4821 | 80,190 |
| Apr-15 | 5084 | 87,050 |
| May-15 | 8707 | 93,810 |
| Jun-15 | 9772 | 93,490 |
| Jul-15 | 10912 | 112,040 |
| Aug-15 | 10807 | 114,770 |
| Sep-15 | 5585 | 90,520 |
| Oct-15 | 4620 | 71,940 |
| Nov-15 | 4556 | 70,170 |
| Dec-15 | 4413 | 67,300 |
| Jan-16 | 3223 | 56,290 |
| Feb-16 | 3613 | 61,740 |
| Mar-16 | 4195 | 69,020 |
| Apr-16 | 5235 | 93,310 |
| May-16 | 8446 | 90,640 |
| Jun-16 | 9618 | 100,670 |
| Jul-16 | 11166 | 119,020 |



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

| NAME OF FACILITY | | | | | | LOCATION ADDRESS & CITY | | | | | | COUNTY/REGION | | |
|-------------------------------------|----------|---------------|----------|---------|----------|-------------------------|----------|--|-------------------|---------|-------------------------|---------------|----------|----------|
| Lake of the Ozarks Regional WWTP #1 | | | | | | #3 Anderson Road | | | | | | Miller/SWRO | | |
| MONTH/YEAR | | PERMIT NUMBER | | | | OUTFALL NUMBER | | TYPE TREATMENT FACILITY | | | | | | |
| Jul-16 | | 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 | 207 | 230 | 23.8 | 2.040 | 7.9 | 1.6 | 1.6 | | 5.2 | | 24.3 | 99.2 | 99.3 |
| 2 | 7.3 | | | 23.4 | 2.110 | 7.9 | | | | 5.0 | | 23.8 | | |
| 3 | 7.3 | | | 23.2 | 3.200 | 8.0 | | | | 5.3 | | 23.2 | | |
| 4 | 7.3 | | | 23.2 | 3.396 | 7.9 | | | | 4.9 | | 23.7 | | |
| 5 | 7.3 | | | 22.9 | 2.634 | 8.1 | | | | 5.8 | < 20 | 23.5 | | |
| 6 | 7.4 | | | 23.8 | 2.027 | 8.0 | | | | 5.4 | | 25.1 | | |
| 7 | 7.4 | | | 22.7 | 1.947 | 7.9 | | | 0.14 | 5.1 | | 26.6 | | |
| 8 | 7.6 | 215 | 244 | 24.2 | 2.361 | 8.0 | 1.4 | 1.8 | | 5.1 | | 25.6 | 99.3 | 99.3 |
| 9 | 7.5 | | | 25.1 | 2.051 | 7.9 | | | | 5.2 | | 25.5 | | |
| 10 | 7.5 | | | 25.5 | 2.290 | 7.9 | | | | 5.1 | | 25.3 | | |
| 11 | 7.8 | | | 24.3 | 2.109 | 8.0 | | | | 5.3 | < 20 | 25.4 | | |
| 12 | 7.7 | | | 22.5 | 1.825 | 8.1 | | | | 5.2 | | 22.8 | | |
| 13 | 7.7 | | | 22.3 | 1.874 | 8.1 | | | | 5.3 | | 22.9 | | |
| 14 | 7.4 | | | 23.9 | 4.605 | 7.8 | | | 1.3 | 4.6 | | 24.5 | | |
| 15 | 7.6 | 118 | 186 | 23.7 | 2.264 | 8.0 | 2.5 | 2.1 | 0.13 | 6.5 | | 24.6 | 97.9 | 98.9 |
| 16 | 7.4 | | | 23.8 | 2.332 | 7.9 | | | | 4.9 | | 24.6 | | |
| 17 | 7.4 | | | 25.0 | 2.438 | 8.0 | | | | 5.2 | | 25.3 | | |
| 18 | 7.4 | | | 24.2 | 2.083 | 8.0 | | | | 5.4 | < 20 | 25.8 | | |
| 19 | 7.3 | | | 24.7 | 1.845 | 8.0 | | | | 4.7 | | 26.1 | | |
| 20 | 7.4 | | | 24.5 | 1.899 | 8.0 | | | | 4.9 | | 26.5 | | |
| 21 | 7.3 | | | 24.6 | 1.776 | 8.0 | | | 0.04 | 5.0 | | 26.7 | | |
| 22 | 7.4 | 195 | 220 | 24.8 | 1.931 | 8.0 | 1.3 | 1.4 | | 4.8 | | 26.5 | 99.3 | 99.4 |
| 23 | 7.4 | | | 24.9 | 2.026 | 8.0 | | | | 4.7 | | 26.9 | | |
| 24 | 7.4 | | | 27.2 | 2.549 | 8.0 | | | | 4.8 | | 26.9 | | |
| 25 | 7.4 | | | 28.7 | 1.986 | 8.0 | | | | 4.9 | <20 | 26.7 | | |
| 26 | 7.4 | | | 24.9 | 1.957 | 8.0 | | | | 4.3 | | 26.1 | | |
| 27 | 7.5 | | | 25.1 | 2.042 | 8.0 | | | | 5.1 | | 26.1 | | |
| 28 | 7.2 | | | 24.5 | 1.907 | 7.9 | | | 0.03 | 5.1 | | 26.4 | | |
| 29 | 7.3 | 160 | 184 | 24.6 | 1.981 | 7.9 | 1.6 | 1.2 | | 5.9 | | 26.0 | 99.0 | 99.3 |
| 30 | 7.4 | | | 24.1 | 2.231 | 7.9 | | | | 5.2 | | 25.6 | | |
| 31 | 7.4 | | | 25.3 | 2.113 | 7.9 | | | | 5.6 | | 25.9 | | |
| Total | | | | | 69.829 | | | | | | | | | |
| Avg | | 179 | 213 | 24.4 | 2.253 | | 1.7 | 1.6 | 0.3 | 5.1 | 0.0 | 25.3 | 99.0 | 99.2 |
| Min | 7.2 | 118 | 184 | 22.3 | 1.776 | 7.8 | 1.3 | 1.2 | 0.0 | 4.3 | 0.0 | 22.8 | 97.9 | 98.9 |
| Max | 7.8 | 215 | 244 | 28.7 | 4.605 | 8.1 | 2.5 | 2.1 | 1.3 | 6.5 | 0.0 | 26.9 | 99.3 | 99.4 |

| 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 | < 0.010 | < 0.003 |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
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| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
| 30 | | | |
| 31 | | | |
| Total | | | |
| Avg | < 5.0 | < 0.010 | < 0.003 |
| Min | < 5.0 | < 0.010 | < 0.003 |
| Max | < 5.0 | < 0.010 | < 0.003 |

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

| DATE | SLUDGE DISP. LBS. DRY WEIGHT | #1 Aeration Basin, O-Ditch, Etc. | | | | #2 Aeration Basin, O-Ditch, Etc. | | | | *Weather Conditions | | |
|------|------------------------------|----------------------------------|--------------|----------------|----------|----------------------------------|--------------|----------------|----------|---------------------|--------------|------|
| | | MIXED LIQUOR | | | | MIXED LIQUOR | | | | * 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 | | 1.3 | 3,650 | 430 | 24.2 | 1.4 | 3,300 | 380 | 24.1 | 69 | 0.4 | 7:30 |
| 2 | | 1.4 | 3,810 | 400 | 23.3 | 1.5 | 3,490 | 360 | 23.5 | 66 | 0.2 | 7:30 |
| 3 | | 1.5 | 3,390 | 350 | 22.9 | 1.3 | 3,410 | 390 | 23.3 | 68 | 1.2 | 7:30 |
| 4 | | 1.4 | 3,430 | 480 | 23.5 | 1.3 | 3,520 | 390 | 23.3 | 69 | 1.5 | 7:30 |
| 5 | | 1.6 | 3,190 | 400 | 23.5 | 1.4 | 4,540 | 600 | 23.5 | 70 | 0 | 7:30 |
| 6 | | 1.9 | 3,880 | 430 | 25.2 | 1.9 | 3,730 | 430 | 25.2 | 78 | 0 | 7:30 |
| 7 | | 1.9 | 4,120 | 480 | 24.1 | 1.5 | 3,260 | 420 | 24.2 | 71 | 0.5 | 7:30 |
| 8 | | 1.1 | 4,650 | 620 | 25.5 | 1.4 | 2,770 | 300 | 25.2 | 77 | 0 | 7:30 |
| 9 | | 1.2 | 2,850 | 630 | 25.2 | 1.3 | 2,690 | 420 | 25.3 | 68 | 0 | 7:30 |
| 10 | | 1.3 | 3,840 | 480 | 24.6 | 1.4 | 3,230 | 380 | 24.7 | 71 | 0 | 7:30 |
| 11 | | 1.2 | 3,540 | 430 | 25.7 | 1.3 | 3,820 | 450 | 25.5 | 76 | 0 | 7:30 |
| 12 | | 1.1 | 3,480 | 480 | 24.2 | 1.2 | 3,760 | 450 | 24.3 | 75 | 0 | 7:30 |
| 13 | 5,863 | 1.2 | 4,240 | 470 | 25.4 | 1.2 | 3,500 | 380 | 25.4 | 76 | 0 | 7:30 |
| 14 | | 1.1 | 3,480 | 370 | 24.4 | 1.2 | 3,190 | 350 | 24.4 | 60 | 4 | 7:30 |
| 15 | | 1.4 | 4,580 | 490 | 24.4 | 2.4 | 3,490 | 350 | 24.2 | 72 | 0 | 7:30 |
| 16 | | 1.2 | 3,050 | 300 | 24.1 | 1.0 | 4,290 | 450 | 23.9 | 71 | 0 | 7:30 |
| 17 | | 1.0 | 4,020 | 440 | 25.4 | 1.1 | 3,160 | 330 | 25.1 | 78 | 0 | 7:30 |
| 18 | | 1.2 | 3,410 | 440 | 25.6 | 1.2 | 3,660 | 380 | 25.4 | 78 | 0 | 7:30 |
| 19 | 5,400 | 1.0 | 3,430 | 350 | 26.3 | 1.1 | 3,590 | 360 | 26 | 76 | 0 | 7:30 |
| 20 | 6,480 | 1.2 | 3,250 | 360 | 26.1 | 1.0 | 3,650 | 370 | 26 | 78 | 0 | 7:30 |
| 21 | 5,184 | 1.1 | 3,780 | 320 | 27.2 | 1.4 | 2,500 | 280 | 26.6 | 78 | 0 | 7:30 |
| 22 | 6,480 | 1.1 | 3,030 | 300 | 26 | 1.1 | 3,540 | 390 | 26.1 | 78 | 0 | 7:30 |
| 23 | | 1.2 | 4,070 | 450 | 26 | 1.1 | 2,520 | 250 | 25.9 | 77 | 0 | 7:30 |
| 24 | | 1.0 | 2,550 | 250 | 26.8 | 1.1 | 3,830 | 450 | 26.8 | 77 | 0 | 7:30 |
| 25 | | 1.2 | 2,890 | 370 | 26 | 1.1 | 2,660 | 320 | 26 | 74 | 0.25 | 7:30 |
| 26 | | 1.1 | 4,430 | 500 | 25.1 | 2.2 | 2,390 | 230 | 25.5 | 73 | 0.4 | 7:30 |
| 27 | | 1.4 | 4,010 | 420 | 25.8 | 1.6 | 2,710 | 300 | 25.7 | 76 | 0 | 7:30 |
| 28 | | 1.4 | 2,810 | 340 | 26.2 | 1.5 | 2,410 | 310 | 26.1 | 75 | 0 | 7:30 |
| 29 | | 1.6 | 2,520 | 290 | 25.4 | 1.6 | 3,570 | 400 | 25.4 | 73 | 0.1 | 7:30 |
| 30 | | 1.7 | 1,890 | 320 | 25.2 | 1.5 | 2,750 | 330 | 25.2 | 70 | 0.1 | 7:30 |
| 31 | | 1.7 | 1,740 | 310 | 25.3 | 1.6 | 2,630 | 310 | 25.3 | 70 | 0 | 7:30 |

COMMENTS:

We had a severe storm come through on the evening of the 13th in which we received 4 inches of rain overnight which caused our Ammonia to be a little higher than normal, but was able to bring it right back down with aeration the next day.

| | | | |
|---|-------------------------------------|--------------------------|------------------|
| TESTS PERFORMED BY (PRINT) Frank Hendricks | SIGNATURE <i>Frank Hendricks</i> | PHONE # (573)365-0455 | DATE 8/4/2016 |
| REPORT APPROVED BY (PRINT) Gary Hutchcraft | SIGNATURE <i>Gary Hutchcraft</i> | PHONE # (573)365-0455 | DATE 8/4/2016 |

*Required Daily (Monday - Friday)

**Required 1/week

State of Missouri
Department of Natural Resources
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

Dep. of Natural Resources
(REGIONAL OFFICE)
Southwest Regional Office
2040 W. Woodland
Springfield, MO 65807-5912
(417)914-3100
(417)914-3199 (fax)

PERMITTEE NAME/ADDRESS

NAME Lake of the Ozarks Regional WWTP #1
ADDRESS #3 Anderson Road
LAKE OZARK, MO 65049

| | |
|---------------|------------------|
| MO0103241 | 001 A |
| PERMIT NUMBER | DISCHARGE NUMBER |

MONITORING PERIOD

| | | | | | |
|------|----|-----|------|----|-----|
| YEAR | MO | DAY | YEAR | MO | DAY |
| 2016 | 07 | 01 | 2016 | 07 | 31 |

FILE # 26 ADDRESS AND GENERAL INFORMATION FROM COMPLIANCE FORMS

| Parameter | | MASS | Unit | CONCENTRATION | | | Unit | FREQUENCY OF ANALYSIS | SAMPLE TYPE | LAB CODE |
|---|-------------|-----------------------------------|-------------------------------------|-----------------------------------|-------------------------------------|---------------------|-----------|-----------------------|-------------------|----------|
| BOD 5-day, 20 deg C (00310) | REPORTED | ..... | ..... | 2.5 | 1.7 | ..... | mg/L | Weekly | 24 Hour Composite | |
| | REQUIREMENT | ..... | ..... | Weekly Average 4.5 | Monthly Average 30 | ..... |  | Weekly | 24 Hour Composite | |
| E. coli colony forming units (CFU) (51041) | REPORTED | ..... | ..... | ..... | <20 | <20 | MPN/100ml | Weekly | Grab | |
| | REQUIREMENT | ..... | ..... | ..... | Weekly Average 630 | Monthly Average 126 | | Weekly | Grab | |
| Flow in conduit or thru treatment plant (50050) | REPORTED | 4.605 | 2.253 | ..... | ..... | ..... | Mgal/d | Daily | Record | |
| | REQUIREMENT | Daily Maximum Monitoring Required | Monthly Average Monitoring Required | ..... | ..... | ..... |  | Daily | Record | |
| Nitrogen, ammonia total (as N) (00640) | REPORTED | ..... | ..... | 1.3 | 0.33 | ..... | mg/L | Weekly | Grab | |
| | REQUIREMENT | ..... | ..... | Daily Maximum 5.6 | Monthly Average 1.2 | ..... |  | Weekly | Grab | |
| Oil and grease (spectrophotometric) (00550) | REPORTED | ..... | ..... | <5.0 | <5.0 | ..... | mg/L | Monthly | Grab | |
| | REQUIREMENT | ..... | ..... | Daily Maximum 15 | Monthly Average 10 | ..... |  | Monthly | Grab | |
| pH (00400) | REPORTED | ..... | ..... | 7.8 | 8.1 | ..... | SU | Weekly | Grab | |
| | REQUIREMENT | ..... | ..... | Minimum 6 | Maximum 9 | ..... |  | Weekly | Grab | |
| Temperature, water deg. centigrade (00010) | REPORTED | ..... | ..... | 26.9 | 25.3 | ..... | deg C | Weekly | Grab | |
| | REQUIREMENT | ..... | ..... | Daily Maximum Monitoring Required | Monthly Average Monitoring Required | ..... |  | Weekly | Grab | |

GENERAL PERMIT REQUIREMENTS OR COMMENTS:

OUTFALL-SPECIFIC COMMENTS:

PARAMETER-SPECIFIC COMMENTS:

I certify under penalty of law that this document and all its contents were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information on which this document is based. I am a duly sworn member of the public health service and I am a duly sworn member of the public health service and I am a duly sworn member of the public health service.

OPERATOR IN RESPONSIBLE CHARGE

| | | |
|---|-------------------|---------------------|
| Garv Hutchcraft | | 7305 |
| TYPED OR PRINTED NAME | | CERTIFICATE NUMBER |
| PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | | 731365-0455 |
| Garv F Hutchcraft | Garv F Hutchcraft | 2016-08-04 10:49:21 |
| TYPED OR PRINTED NAME | SIGNATURE | Date |

Page 1

State of Missouri
Department of Natural Resources
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

Dep. of Natural Resources
(REGIONAL OFFICE)
Southwest Regional Office
2040 W. Woodland
Springfield, MO 65807-5912
(417)914-3100
(417)914-3199 (fax)

PERMITTEE NAME/ADDRESS

NAME Lake of the Ozarks Regional WWTP #1
ADDRESS #3 Anderson Road
LAKE OZARK, MO 65049

| | |
|---------------|------------------|
| MO0103241 | 001 A |
| PERMIT NUMBER | DISCHARGE NUMBER |

MONITORING PERIOD

| | | | | | |
|------|----|-----|------|----|-----|
| YEAR | MO | DAY | YEAR | MO | DAY |
| 2016 | 07 | 01 | 2016 | 07 | 31 |

FILE # 26 ADDRESS AND GENERAL INFORMATION FROM COMPLIANCE FORMS

| Parameter | | MASS | Unit | CONCENTRATION | | | Unit | FREQUENCY OF ANALYSIS | SAMPLE TYPE | LAB CODE |
|--------------------------------------|-------------|-------|-------|--------------------|--------------------|-------|------|-----------------------|-------------------|----------|
| Total Suspended Solids (TSS) (00330) | REPORTED | ..... | ..... | 2.1 | 1.6 | ..... | mg/L | Weekly | 24 Hour Composite | |
| | REQUIREMENT | ..... | ..... | Weekly Average 4.5 | Monthly Average 30 | ..... |  | Weekly | 24 Hour Composite | |

GENERAL PERMIT REQUIREMENTS OR COMMENTS:

OUTFALL-SPECIFIC COMMENTS:

PARAMETER-SPECIFIC COMMENTS:

I certify under penalty of law that this document and all its contents were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information on which this document is based. I am a duly sworn member of the public health service and I am a duly sworn member of the public health service and I am a duly sworn member of the public health service.

OPERATOR IN RESPONSIBLE CHARGE

| | | |
|---|-------------------|---------------------|
| Garv Hutchcraft | | 7305 |
| TYPED OR PRINTED NAME | | CERTIFICATE NUMBER |
| PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | | 731365-0455 |
| Garv F Hutchcraft | Garv F Hutchcraft | 2016-08-04 10:49:21 |
| TYPED OR PRINTED NAME | SIGNATURE | Date |

Page 1

State of Missouri
 Department of Natural Resources
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

Dep. of Natural Resources
 (REGIONAL OFFICE)
 Southwest Regional Office
 2040 W. Woodland
 Springfield, MO 65803-5912
 (417)943-4300
 (417)943-4399 (fax)

PERMITTEE NAME/ADDRESS

NAME Lake of the Ozarks Regional WWP #1
 ADDRESS #3 Anderson Road
 LAKE OZARK MO 65049

| | |
|-------------------|------------------|
| MO0103241 | 001 B |
| PERMIT NUMBER | DISCHARGE NUMBER |
| MONITORING PERIOD | |
| YEAR MO DAY | YEAR MO DAY |
| 2016 07 01 | 2016 08 31 |

FROM

TO

NOTE: PERMITTEE AND GENERAL PUBLICS USE ONLY
 BEFORE COMPLETING FORM.

| Parameter | | MASS | | Unit | CONCENTRATION | | | Unit | FREQUENCY OF ANALYSIS | SAMPLE TYPE | LAB CODE |
|--|----------|----------|----------|------|-----------------------------------|----------|-------------------------------------|------|-----------------------|-------------|----------|
| | | REPORTED | REQUIRED | | REPORTED | REQUIRED | REQUIRED | | | | |
| Selenium (Se): total recoverable (00981) | REPORTED | ***** | ***** | | <0.010 | ***** | <0.010 | ug/L | Quarterly | Grab | |
| | REQUIRED | ***** | ***** | | Daily Maximum 8.0 | ***** | Monthly Average 4.0 | | Quarterly | Grab | |
| Stage Type: End of Pipe | | | | | | | | | | | |
| Zinc (Zn): total recoverable (01094) | REPORTED | ***** | ***** | | <0.003 | <0.003 | ***** | ug/L | Quarterly | Grab | |
| | REQUIRED | ***** | ***** | | Daily Maximum Monitoring Required | ***** | Monthly Average Monitoring Required | | ***** | Quarterly |  | Grab |

GENERAL PERMIT REQUIREMENTS OR COMMENTS:
 OTHER SPECIFIC COMMENTS:
 PARAMETER-SPECIFIC COMMENTS:

I certify under penalty of law that this document and all its contents were prepared under my direction in accordance with the requirements set forth in the permit. I am a responsible official of the permittee or person in charge of the facility. I am aware that those who knowingly provide false information to the permitting authority are subject to criminal and civil penalties, including fines and imprisonment for knowing violations.

OPERATOR IN RESPONSIBLE CHARGE

| | | |
|---|------------------|---------------------|
| Gar Hutchcraft | | 7305 |
| TYPED OR PRINTED NAME | | CERTIFICATE NUMBER |
| PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | | TELEPHONE |
| Gar F Hutchcraft | Gar F Hutchcraft | 2016-08-04 11:04:20 |
| TYPED OR PRINTED NAME | SIGNATURE | Date |

State of Missouri
 Department of Natural Resources
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

Dep. of Natural Resources
 (REGIONAL OFFICE)
 Southwest Regional Office
 2040 W. Woodland
 Springfield, MO 65807-5112
 -17891430
 -17891419 (fax)

PERMITTEE NAME/ADDRESS

NAME Lake of the Ozarks Regional WWTP #1
 ADDRESS P3 Anderson Road
 LAKE OZARK, MO 65049

| | | | | | |
|-------------------|------------------|-----|------|----|-----|
| NOI00241 | 001 C | | | | |
| PERMIT NUMBER | DISCHARGE NUMBER | | | | |
| MONITORING PERIOD | | | | | |
| YEAR | MO | DAY | YEAR | MO | DAY |
| 2016 | 07 | 01 | 2017 | 06 | 30 |

FILED BY: 07/01/2016 10:00 AM
 RECORDING FEE: \$100.00

| Parameter | | MASS | | Unit | CONCENTRATION | | | Unit | FREQUENCY OF ANALYSIS | SAMPLE TYPE | LAB CODE |
|---|----------|-------|-------|------|---------------|-------------------|-------|-----------|-----------------------|-------------------|----------|
| | | | | | | | | | | | |
| Wet Test 48-Hour Ceriodaphnia (acute) (pass/fail) (TGA1B) | REPORTED | ***** | ***** | | ***** | 0 | ***** | pass/fail | Annual | 24 Hour Composite | |
| | REQUIRED | ***** | ***** | | ***** | Monthly Average 0 | ***** | | Annual | 24 Hour Composite | |
| Stage Type: End of Pipe | | | | | | | | | | | |
| Wet Test 48-Hour Paramecium (acute) (pass/fail) (TGA6C) | REPORTED | ***** | ***** | | ***** | 0 | ***** | pass/fail | Annual | 24 Hour Composite | |
| | REQUIRED | ***** | ***** | | ***** | Monthly Average 0 | ***** | | Annual | 24 Hour Composite | |
| Stage Type: End of Pipe | | | | | | | | | | | |

GENERAL PERMIT REQUIREMENTS OR CERTIFICATE OF DISCHARGE SPECIFIC CONDITIONS

Parameter Specific Comments

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 analyze the information submitted and that the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of criminal sanctions and imposition of civil penalties.

| | | |
|---|---------------------|--------------|
| OPERATOR IN RESPONSIBLE CHARGE | | 7304 |
| Garv Hutchcraft | CERTIFICATE NUMBER | |
| TYPED OR PRINTED NAME | TELEPHONE | 573-565-0155 |
| PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | 2016-08-04 14:28:25 | |
| Garv F Hutchcraft | Date | |
| TYPED OR PRINTED NAME | SIGNATURE | |

Environmental Analysis South, Inc.

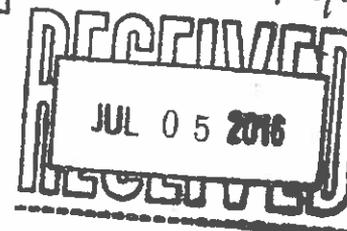
4000 East Jackson Blvd. • Jackson, MO 63755 • 573-204-8817 • Fax 573-204-8818



eas

AS ATTACHMENT
SENT w/ JUNE 16 E-DMR
+ JULY ON 7/6/16 &
8/4/16

REPORT OF ACUTE TOXICITY TESTING
Alliance-Lake of the Ozarks
Outfall 001, 24 hr composite, AEC=100%
MO-0103241
EAS LOG# 2004509
June 22, 2016 through June 24, 2016



Tests performed by:

John P. Clippard / Chemical Analyst at Environmental Analysis South (EAS)
Kelly J. Ray / Biologist at Environmental Analysis South (EAS)
Sara C. Shields / Lab Supervisor - Chemist at Environmental Analysis South (EAS)
David F. Warren / Lab Director - Chemist at Environmental Analysis South (EAS)

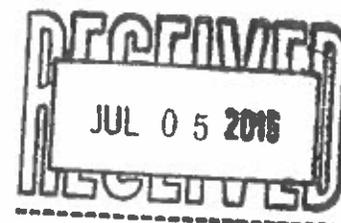
1. Report Summation
 - 1.1. Data Summation
 - 1.2. Conclusion
2. Method Summation
 - 2.1. Test Conditions and Methods
 - 2.2. Potassium chloride Reference Salt Test
 - 2.2.1. *Pimephales promelas* data
 - 2.2.2. *Ceriodaphnia dubia* data
 - 2.3. Literature Cited
3. Raw Data Bench Sheets
 - 3.1. Initial observations (page 1)
 - 3.2. Zero hour Observations (page 1)
 - 3.3. Twenty-four (24) hour Observations (page 1)
 - 3.4. Forty-eight (48) hour Observations (page 1)
 - 3.5. Survival Data Table (page 2)
 - 3.6. Test Comments (page 3)
4. Chain of Custody
5. MO DNR "Whole Effluent Toxicity (WET) Test Report (Form 780-1899)

Environmental Analysis South, Inc.

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REPORT OF ACUTE TOXICITY TESTING
 Alliance-Lake of the Ozarks
 Outfall 001, 24 hr composite, AEC=100%
 MO-0103241
 EAS LOG# 2004509
 June 22, 2016 through June 24, 2016



1. REPORT SUMMATION:

1.1. Multiple Dilution Data Summation

| Test Solution | <i>Pimephales promelas</i> Acute Toxicity Test 48 Hour Survival | <i>Ceriodaphnia dubia</i> Acute Toxicity Test 48 Hour Survival |
|--|---|--|
| Reconstituted Control (RC) | 100% | 100% |
| Upstream Control (UC) | 100% | 100% |
| 6.25% Effluent | 100% | 100% |
| 12.5% Effluent | 100% | 100% |
| 25% Effluent | 100% | 100% |
| 50% Effluent | 100% | 100% |
| 100% Effluent | 100% | 100% |
| Estimated 48 Hour LC ₅₀ Value | >100% Effluent | >100% Effluent |
| To Pass: 1. Effluent - LC50 must be >100% and 2. All concentrations = or < AEC must not have significant difference to control in survival. | 1. Yes 2. Yes | 1. Yes 2. Yes |
| Result of Toxicity Test | PASS | PASS |

* Indicates a significant difference at alpha = 0.5 between effluent and control survival data.

Conclusion:

Pimephales promelas 48 hour WET results: LC 50 > 100% by the Graphical Method
 NOAEC = 100% using Steel's Many-One Rank Test

Ceriodaphnia dubia 48 hour WET results: LC 50 > 100% by the Graphical Method
 NOAEC = 100% using Steel's Many-One Rank Test

Based on these results, the outfall passed the whole effluent toxicity test with both species.

Approved by _____

Sara C. Shields, Chemist

Environmental Analysis South, Inc.

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REPORT OF ACUTE TOXICITY TESTING
Alliance-Lake of the Ozarks
Outfall 001, 24 hr composite, AEC=100%
MO-0103241
EAS LOG# 2004509
June 22, 2016 through June 24, 2016

2. TEST METHOD SUMMARY

2.1. TEST CONDITIONS AND METHODS:

| | <i>Ceriodaphnia dubia:</i> | <i>Pimephales promelas:</i> |
|-------------------------------------|--|--|
| Test duration: | 48 hours | 48 hours |
| Temperature: | 24 - 26 degree Celsius | 24 - 26 degree Celsius |
| Light quality: | Ambient laboratory illumination | Ambient laboratory illumination |
| Photoperiod: | 16 hour light, 8 hours dark | 16 hour light, 8 hours dark |
| Control Water: | Moderately Hard Reconstituted Water | Moderately Hard Reconstituted Water |
| Dilution Water: | Upstream Water - If unavailable or toxic, then control water will be used. | Upstream Water - If unavailable or toxic, then control water will be used. |
| Size of test vessel: | 30 milliliters | 250 milliliters |
| Volume of test solution: | 15 milliliters | 200 milliliters |
| Age of test organisms: | <24 hours | 1 -14 days (all same age) |
| Number of organisms/test vessel: | 5 | 10 |
| Number of replicates/concentration: | 4 | 2 |
| Number of organisms/concentration: | 20 | 40 for a single dilution test and 20 for a multiple dilution test |
| Feeding regime: | None (fed prior to test) | None (fed prior to test) |
| Aeration: | None | None |
| Test acceptability criterion: | 90% or greater survival in controls | 90% or greater survival in controls |

The methodology used for the chemistry data was taken from the *Standard Methods for the Examination of Water and Wastewater*, 18th edition (1992). The exception was hardness, which was determined using a Hach EDTA titration test kit. The toxicity tests follow guidelines laid out in the permittee's NPDES permit and were conducted according to EPA approved methods (USEPA 2002).

All test organisms were cultured according to EPA approved methods (USEPA 2002). The *Ceriodaphnia dubia* and the *Pimephales promelas* were obtained from C-K Associates Inc. located in Baton Rouge, Louisiana and shipped overnight for use in the whole effluent toxicity test.

Environmental Analysis South, Inc.

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



REPORT OF ACUTE TOXICITY TESTING

Alliance-Lake of the Ozarks

Outfall 001, 24 hr composite, AEC=100%

MO-0103241

EAS LOG# 2004509

June 22, 2016 through June 24, 2016

2.2. REFERENCE TOXICITY TEST:

Environmental Analysis South performs monthly reference toxicity tests. The most recent reference test was initiated on June 1, 2016 using KCL Lot #41713. Following are the results:

2.2.1. *P. promelas* - 48 hr. Acute Test – LC₅₀ = 1.140 g/l 95%CI (0.849-1.430g/l)

EAS %CV = 12.8%

National Warning Limits (75th percentile) = 19%CV

National Control Limits (90th percentile) = 33%CV

2.2.2. *C. dubia* - 48 hr. Acute Test – LC₅₀ = 0.520 g/l 95%CI (0.342-0.697g/l)

EAS %CV = 17.1%

National Warning Limits (75th percentile) = 29%CV

National Control Limits (90th percentile) = 34%CV

2.3. LITERATURE CITED:

1. APHA. 1992. *Standard methods for the examination of water and wastewater*, 18th Ed. American Public Health Association, Washington, D.C
2. USEPA. 2002. *Methods for measuring the acute toxicity of effluents and receiving waters to freshwater and marine organisms*, 5th Ed. EPA-821-R-02-012
3. USEPA 2000. *Understanding and Accounting for Method Variability in Whole Effluent Toxicity Applications under the National Pollutant Discharge Elimination System, (Table B-2)*. June 2000. EPA 833-R-00-003.

CLIENT NAME: Lake of the Ozark Regional WWTP #1, Outfall 001, 24 hr composite
 NPDES NUMBER: MO-0103241

TYPE OF METHOD: multiple dilution, 48 hrs, PP & CD, AEC=100%
 DATE & TIME OF COLLECTION: 06/20/16 0930 hrs - 06/21/16 0930 hrs by Gary Hutchcraft
 DATE & TIME OF SUBMISSION: 06/22/16 0930 hrs by UPS
 Upstream: Bowling Hollow Creek
 Collected: 06/21/16 0935 hrs by Gary Hutchcraft

| INITIAL OBSERVATIONS | DATE | TIME | ANALYST | QC LOT | QC EXP VALUE | INT EFFL | INT UC | INT RC |
|----------------------------|----------|----------|---------|----------------------|--------------|----------|----------|--------|
| LOG NUMBER / ID NUMBER | 06/22/16 | 0945 hrs | SCS | SB114 (8.8-9.2) | 8.88 | 2004509 | 2004509A | RC4159 |
| pH - SU | | | | | | 7.70 | 7.88 | 7.77 |
| TEMPERATURE °C RECEIVED | 06/22/16 | 0945 hrs | SCS | EAS 106 | | 5 | 5 | 19 |
| SPECIFIC CONDUCTANCE umhos | 06/22/16 | 0945 hrs | SCS | ERA243-506 (308-346) | 335 | 1485 | 628 | 286 |
| HARDNESS - ppm | 06/22/16 | 0945 hrs | SCS | DMRQA34 (184-250) | 240 | 400 | 360 | 80 |
| CHLORINE - ppm | 06/22/16 | 0945 hrs | SCS | tap water | + | <0.04 | <0.04 | <0.04 |
| DISSOLVED OXYGEN - ppm | 06/22/16 | 0945 hrs | SCS | cal@840 | | 8.3 | 6.6 | 8.7 |
| TOTAL ALKALINITY - ppm | 06/22/16 | 1400 hrs | SCS | DMRQA35 (74.5-101) | 96.8 | 306 | 316 | 64.1 |
| INITIAL AMMONIA - ppm | 06/27/16 | 1100 hrs | JPC | DMRQA35 (8.12-12.2) | 11.5 | <0.05 | <0.05 | <0.05 |

| 0 HOUR OBSERVATIONS | DATE | TIME | ANALYST | QC LOT | QC EXP VALUE | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X %AEC |
|----------------------------|----------|----------|---------|----------------------|--------------|------|------|------|------|------|-------|-------|--------|
| pH - SU | 06/22/16 | 1100 hrs | SCS | SB114 (8.8-9.2) | 8.88 | 8.19 | 7.74 | 7.87 | 7.84 | 7.81 | 7.82 | 7.81 | 7.81 |
| TEMPERATURE °C | 06/22/16 | 1100 hrs | SCS | EAS 106 | | 24.2 | 24.3 | 24.4 | 24.6 | 24.3 | 24.5 | 24.4 | 24.4 |
| SPECIFIC CONDUCTANCE umhos | 06/22/16 | 1100 hrs | SCS | ERA243-506 (308-346) | 335 | 259 | 622 | 1522 | 1059 | 827 | 719 | 667 | 667 |
| DISSOLVED OXYGEN - ppm | 06/22/16 | 1100 hrs | SCS | cal@840 | | 8.7 | 7.8 | 8.6 | 8.2 | 8.1 | 7.8 | 7.8 | 7.8 |

| 24 HOUR OBSERVATIONS - PP | DATE | TIME | ANALYST | QC LOT | QC EXP VALUE | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X %AEC |
|----------------------------|----------|----------|---------|--|--------------|------|------|------|------|------|-------|-------|--------|
| pH - SU | 06/23/16 | 1100 hrs | SCS | SB114 (8.8-9.2) | 8.85 | 7.96 | 7.52 | 7.75 | 7.72 | 7.59 | 7.54 | 7.51 | 7.51 |
| TEMPERATURE °C | 06/23/16 | 1100 hrs | SCS | EAS 106 | | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| SPECIFIC CONDUCTANCE umhos | 06/23/16 | 1100 hrs | SCS | ERA229-506 (308-346) | 338 | 274 | 609 | 1533 | 1068 | 826 | 709 | 660 | 660 |
| DISSOLVED OXYGEN - ppm | 06/23/16 | 1100 hrs | SCS | cal@840 | | 7.8 | 7.8 | 7.9 | 8 | 7.9 | 7.7 | 7.8 | 7.8 |
| 48 HOUR OBSERVATIONS - PP | DATE | TIME | ANALYST | QC LOT <th>QC EXP VALUE</th> <th>RC</th> <th>UC</th> <th>100%</th> <th>50%</th> <th>25%</th> <th>12.5%</th> <th>6.25%</th> <th>X %AEC</th> | QC EXP VALUE | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X %AEC |
| pH - SU | 06/24/16 | 1100 hrs | SCS | SB114 (8.8-9.2) | 8.96 | 8.12 | 7.74 | 8.14 | 8.03 | 8.03 | 8.04 | 7.68 | 7.68 |
| TEMPERATURE °C | 06/24/16 | 1100 hrs | SCS | EAS 106 | | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| SPECIFIC CONDUCTANCE umhos | 06/24/16 | 1100 hrs | SCS | ERA243-506 (308-346) | 335 | 305 | 607 | 1603 | 1137 | 838 | 718 | 655 | 655 |
| DISSOLVED OXYGEN - ppm | 06/24/16 | 1100 hrs | SCS | cal@840 | | 8.2 | 8.2 | 8.4 | 8.3 | 8.2 | 8.1 | 8.1 | 8.1 |
| FINAL AMMONIA - ppm | 06/24/16 | 1100 hrs | SCS | DMRQA33 (10.0-16.8) | | | | | | | | | |

| 24 HOUR OBSERVATIONS - CD | DATE | TIME | ANALYST | QC LOT | QC EXP VALUE | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X %AEC |
|----------------------------|----------|----------|---------|----------------------|--------------|------|------|------|------|------|-------|-------|--------|
| pH - SU | 06/23/16 | 1100 hrs | SCS | SB114 (8.8-9.2) | 8.85 | 8.15 | 8.00 | 7.93 | 7.92 | 7.90 | 7.89 | 7.91 | 7.91 |
| TEMPERATURE °C | 06/23/16 | 1100 hrs | SCS | EAS 106 | | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| SPECIFIC CONDUCTANCE umhos | 06/23/16 | 1100 hrs | SCS | ERA243-506 (308-346) | 338 | 302 | 610 | 1532 | 1058 | 828 | 722 | 674 | 674 |
| DISSOLVED OXYGEN - ppm | 06/23/16 | 1100 hrs | SCS | cal@840 | | 8.1 | 8.6 | 8.6 | 8.5 | 8.5 | 8.5 | 8.5 | 8.5 |
| 48 HOUR OBSERVATIONS - CD | DATE | TIME | ANALYST | QC LOT | QC EXP VALUE | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X %AEC |
| pH - SU | 06/24/16 | 1100 hrs | SCS | SB114 (8.8-9.2) | 8.96 | 8.39 | 8.31 | 8.18 | 8.16 | 8.16 | 8.17 | 8.19 | 8.19 |
| TEMPERATURE °C | 06/24/16 | 1100 hrs | SCS | EAS 106 | | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 | 25.0 |
| SPECIFIC CONDUCTANCE umhos | 06/24/16 | 1100 hrs | SCS | ERA243-506 (308-346) | 335 | 348 | 598 | 1509 | 1045 | 813 | 705 | 663 | 663 |
| DISSOLVED OXYGEN - ppm | 06/24/16 | 1100 hrs | SCS | cal@840 | | 8.5 | 8.6 | 8.6 | 8.6 | 8.6 | 8.6 | 8.6 | 8.6 |
| FINAL AMMONIA - ppm | 06/24/16 | 1100 hrs | SCS | DMRQA33 (10.0-16.8) | | | | | | | | | |

Approved by: *[Signature]* Date: 06/27/16

WHOLE EFFLUENT TEST conducted in accordance with US EPA 600/4-90/027
Fifth Edition October 2002

Lake of the Ozark Regional WWTP #1, Outfall 001, 24 hr composite EAS LOG# 2004509

Date Test Began: Time Test Began: Analyst 1:
 Date Test Finished: Time Test Finished: Analyst 2:
 Analyst 3:

P. promelas (PP) AGE: days HATCH NUMBER:

| PERIOD | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X% AEC |
|----------|-------|-------|-------|-------|-------|-------|-------|--------|
| 0 HR-PP | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE |
| 24 HR-PP | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | |
| 48 HR-PP | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | 10,10 | |

Ceriodaphnia dubia (CD) AGE: hours HATCH NUMBER:

| PERIOD | RC | UC | 100% | 50% | 25% | 12.5% | 6.25% | X% AEC |
|----------|---------|---------|---------|---------|---------|---------|---------|--------|
| 0 HR-CD | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE | ALIVE |
| 24 HR-CD | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | |
| 48 HR-CD | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | 5,5,5,5 | |

Approved by:  Date:

Multiple
1007

136721

ENVIRONMENTAL ANALYSIS SOUTH, INC.
4000 East Jackson Blvd
Jackson, MO 63755
Phone: (573) 204-8817 Fax: (573) 204-8818



WHOLE EFFLUENT TOXICITY TESTING CHAIN OF CUSTODY

CLIENT: ALLIANCE - LAKE OZARK

NPDES PERMIT NUMBER: MO-0103241

EFFLUENT NAME: 001 (LEGAL NAME) GRAB 24 HR COMPOSITE

COLLECTION DATA: START DATE: 6/20/16 START TIME: 9:30AM

FINISH DATE: 6/21/16 FINISH TIME: 9:30AM

UPSTREAM NAME: Bowling Hollow Creek (LEGAL NAME) (GRAB SAMPLE)

COLLECTION DATA: DATE: 6/21/16 TIME: 9:35 AM

SAMPLER NAME: GARY HUTCHCRAFT (PRINT NAME) CARRIER: UPS

Disclaimer: Environmental Analysis South, Inc. shall not be held financially liable for invalid whole effluent toxicity test (WET) or shipping charges resulting from the following reasons:
• Sampling & holding time errors (Will results in a setup charge of \$100 to the client)
• Commercial carrier delivery problems or errors (Will results in a setup charge of \$100 to the client)
• Problems with health or delivery of test organisms by vendor (No setup charge to client)

SAMPLER CHECK LIST
NO HEADSPACE IN BOTTLES
SHIP SAMPLES BY NEXT DAY CARRIER OR DELIVER TO LAB ON 6/22/16
SAMPLES TO BE HAND DELIVERED TO LABORATORY SAME DAY AS TEST SETUP
SUFFICIENT ICE TO COOL SAMPLES TO A RANGE OF 0 - 6°C WHEN SHIPPING OVERNIGHT
RELINQUISHED BY: [Signature] DATE: 6/21/16 TIME: 10:00

LABORATORY USE ONLY
EFFLUENT LOG NUMBER: 2004509
RECEIVED TEMPERATURE: 5 °C THERMOMETER ASSIGNED NUMBER: _____
HEADSPACE: YES or NO SAMPLES ICED or DELIVERED SAME DAY AS TEST
UPSTREAM LOG NUMBER: 2004509A
RECEIVED TEMPERATURE: 5 °C THERMOMETER ASSIGNED NUMBER: _____
HEADSPACE: YES or NO SAMPLES ICED or DELIVERED SAME DAY AS TEST
RECEIVED BY: [Signature] DATE: 6/22/16 TIME: 930
UPS



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM - P.O. BOX 176, JEFFERSON CITY MO, 65102
WHOLE EFFLUENT TOXICITY (WET) TEST REPORT
 (TO BE ATTACHED TO WET TESTS FOR SUBMISSION TO THE REGULATORY AUTHORITY)

PART A - TO BE COMPLETED IN FULL BY PERMITTEE

| | | | |
|---|--|---|--|
| FACILITY NAME Lake of the Ozark Regional WWTP #1 | | DATE & TIME COLLECTED EFFLUENT <u>06/20/16 0930-06/21/16 0930</u> UPSTREAM <u>06/21/16 0935</u> | |
| PERMIT NUMBER MO-0103241 | | PERMIT OUTFALL NUMBER Outfall # 001 | |
| COLLECTOR'S NAME Gary Hutchcraft | | | |
| RECEIVING STREAM COLLECTION SITE AND DESCRIPTION Bowling Hollow Creek | | | |
| PERMIT ALLOWABLE EFFLUENT CONCENTRATION (AEC) 100% | | EFFLUENT SAMPLE TYPE (CHECK ONE) <input checked="" type="checkbox"/> 24HR COMPOSITE <input type="checkbox"/> GRAB <input type="checkbox"/> OTHER _____ | |
| SAMPLE NUMBER EFFLUENT <u>2004509</u> UPSTREAM <u>2004509A</u> | | UPSTREAM SAMPLE TYPE (CHECK ONE) <input type="checkbox"/> 24HR COMPOSITE <input checked="" type="checkbox"/> GRAB <input type="checkbox"/> OTHER _____ | |
| PERMITTED EFFLUENT DAILY MAXIMUM LIMITATION FOR CHLORINE _____ mg/L | | PERMITTED EFFLUENT DAILY MAXIMUM LIMITATION FOR AMMONIA _____ mg/L | |

PART B - TO BE COMPLETED IN FULL BY PERFORMING LABORATORY

| | | | |
|--|--|--|--|
| PERFORMING LABORATORY Environmental Analysis South, Inc. | | TEST TYPE Acute Static Non renewal Test Multiple Dilution | |
| FINAL REPORT NUMBER MO_2004509 | | TEST DURATION 48 hour | |
| DATE OF LAST REFERENCE TOXICANT TESTING June 1, 2016 | | TEST METHOD Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms | |
| DATE AND TIME SAMPLES RECEIVED AT LABORATORY 06/22/16 0930 hrs by Heather Slayton | | TEST START DATE AND TIME 06/22/16 1100 hrs | TEST END DATE AND TIME 06/24/16 1100 hrs |
| SAMPLE DECHLORINATED PRIOR TO ANALYSIS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO EFFLUENT _____ UPSTREAM _____ | | TEST ORGANISM #1 AND AGE Pimephales promelas 4 days | TEST ORGANISM #2 AND AGE Ceriodaphnia dubia < 24 hours |
| SAMPLE FILTERED ¹ PRIOR TO ANALYSIS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO EFFLUENT _____ UPSTREAM _____ | | 90% OR GREATER SURVIVAL IN SYNTHETIC CONTROL? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | DILUTION WATER USED TO ACHIEVE AEC upstream 2004509A |
| FILTER MESH SIEVE SIZE ² None | | EFFLUENT ORGANISM #1 % MORTALITY AT AEC LC50>100% Effluent | EFFLUENT ORGANISM #2 % MORTALITY AT AEC LC50>100% Effluent |
| SAMPLE AERATED DURING TESTING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | UPSTREAM ORGANISM #1 % MORTALITY 0% | UPSTREAM ORGANISM #2 % MORTALITY 0% |
| pH ADJUSTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO EFFLUENT _____ UPSTREAM _____ | | TEST RESULT AT AEC FOR ORGANISM #1 <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL | TEST RESULT AT AEC FOR ORGANISM #2 <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL |

MINIMUM REQUIRED ANALYTICAL RESULTS FOR THE 100% EFFLUENT SAMPLE

| PARAMETER | RESULT | METHOD | WHEN ANALYZED |
|------------------------------|-----------------|--|-------------------|
| Temperature °C | 5 | SM18 2550B stored at 4 degree C until test setup | 06/22/16 0945 hrs |
| pH Standard Units | 7.70 | SM18 4500-H B | 06/22/16 0945 hrs |
| Conductance µMohs | 1485 | SM18 2510B | 06/22/16 0945 hrs |
| Dissolved Oxygen mg/L | 8.3 | 03/12/14 0945 hrs SM18 4500-O G | 06/22/16 0945 hrs |
| Total Residual Chlorine mg/L | <0.04 | SM18 4500-Cl G | 06/22/16 0945 hrs |
| Unionized Ammonia mg/L | <0.05x0.03<0.01 | SM18 4500-NH3 F @ 25 degree C | 06/27/16 1100 hrs |
| *Total Alkalinity mg/L | 306 | SM18 2320B | 06/22/16 1400 hrs |
| *Total Hardness mg/L | 400 | SM18 2340 C | 06/22/16 0945 hrs |

*Recommended by USEPA guidance, not a required analysis.

¹ Samples shall only be filtered if indigenous organisms are present that may be confused with, or attack, the test organisms.
² Filters shall have a sieve size of 60 microns or greater.

WHOLE EFFLUENT TOXICITY (WET) TEST REPORT
 (TO BE ATTACHED TO WET TESTS FOR SUBMISSION TO THE REGULATORY AUTHORITY)

MINIMUM REQUIRED ANALYTICAL RESULTS FOR THE 100% UPSTREAM SAMPLE³

| PARAMETER | RESULT | METHOD | WHEN ANALYZED |
|------------------------------|-----------------|--|-------------------|
| Temperature °C | 5 | SM18 2550B stored at 4 degree C until test setup | 06/22/16 0945 hrs |
| pH Standard Units | 7.88 | SM18 4500-H B | 06/22/16 0945 hrs |
| Conductance µMohs | 628 | SM18 2510B | 06/22/16 0945 hrs |
| Dissolved Oxygen mg/L | 6.6 | SM18 4500-O G | 06/22/16 0945 hrs |
| Total Residual Chlorine mg/L | <0.04 | SM18 4500-Cl G | 06/22/16 0945 hrs |
| Unionized Ammonia mg/L | <0.05x0.04<0.01 | SM18 4500-NH3 F @ 25 degree C | 06/27/16 1100 hrs |
| *Total Alkalinity mg/L | 316 | SM18 2320B | 06/22/16 1400 hrs |
| *Total Hardness mg/L | 360 | SM18 2340 C | 06/22/16 0945 hrs |

*Recommended by USEPA guidance, not a required analysis.

PRELIMINARY TEST ACCEPTABILITY MATRIX (FOR USE BY PERMITTEE IN DETERMINING TEST VALIDITY)

PERMIT ALLOWABLE EFFLUENT CONCENTRATION (AEC): As indicated on permit. Test is invalid otherwise.

EFFLUENT SAMPLE TYPE: As indicated on permit. Test is invalid otherwise.

TEST TYPE: Acute Static Non-Renewal Test or other as indicated on permit. Test is invalid otherwise.

TEST DURATION: Forty-eight (48) hours or as indicated on permit. Test is invalid otherwise.

TEST ORGANISMS: As indicated on permit. Test is invalid otherwise.

DILUTION WATER USED TO ACHIEVE AEC: Upstream receiving water required if available.

TEST METHOD: The only acceptable method is the *most current edition* of Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, or other as specifically assigned by EPA for determining NPDES compliance. Test is invalid otherwise.

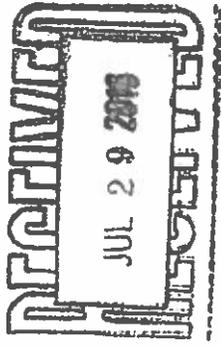
TEST START DATE & TIME: Unless otherwise specified in writing by EPA, if >36 hours lapse between collection and initiation, test is invalid.

FILTER MESH SIEVE SIZE: Unless otherwise specified in writing by EPA, if sieve size is smaller than 60 microns, test is invalid.

90% OR GREATER SURVIVAL IN LABORATORY CONTROL(S) (Y/N): If NO, test is invalid.

| PARAMETER | RESULT | NOTES | WHEN ANALYZED |
|----------------|--------|--|---------------|
| Temperature °C | 0 - 6 | Unless received by the laboratory on the same day as collected, values outside this range invalidate the test. | Upon receipt |

³ Where no upstream control is available, enter results from laboratory or synthetic control.



CWA - Non-Potable Water
FINAL Performance Evaluation Report
NSI Laboratory Proficiency Testing Program
Study DMRQA-36 - Shipped: 03/18/2016 - Closed: 07/01/2016 - Reports Printed On: 07/18/2016
Participant USEPA Labcode: MO01096

Study Designed and Coordinated by:
NSI Lab Solutions
7212 ACC Blvd., Raleigh, NC 27617
ANAB Certificate: AP-1693
1-800-234-7837

This evaluation report is being submitted to:
Lake of the Ozarks Regional WWTP #1
Attention: Gary Hutchcraft
PO Box 1985
Lake Ozark, MO, 65049

LabCode and Accreditation Information:

Send Results to: EPA Only
EPA Lab Code: MO01096
State Lab Code:
Primary Agency: EPA Region VII -- EPA Region VIII/ENVS/IRLAB
Lantz Tipton
11201 Renner Blvd.
Lenexa, KS 66219
Reports to : EPA Region VII

Participant Information

NSI Lab Code: N05248
Permittee Code: MO0103241

This report was submitted by Gary Hutchcraft, Local Manager.

Lake of the Ozarks Regional WWTP #1
PO Box 1985

Lake Ozark, MO, 65049
573-365-0455

Please contact Mark Hammersta at NSI Lab Solutions if you have any questions about this report.
(800) 234-7837 - mark.hammersta@nsilabsolutions.com

This PT report may contain data not covered under ANAB Accreditation. Such data is noted by an asterisk.

MIC-003 Total and Fecal Coliform - Lake of the Ozarks Regional WWTP #1 - NSI Lab Solutions/DMRQA-36

| NELAC Analyte # | Analyte | NELAC Method Code | Method Description | Reported Value | Study Mean* | Assigned Value | Units | EPA Code ¹ | Acceptance Limits | Evaluation | Analysis Date | Analyst's Name |
|-----------------|---------------------|-------------------|--------------------|----------------|-------------|----------------|-----------|-----------------------|-------------------|------------|---------------|----------------|
| 2525 | E.coli, MF | n/a | SM9222B 21st Ed | 38.9 | 124 | 124 | cfu/100mL | MO01096 | 10.0 to 1530 | ACCEPT | 6/13/16 | John Hornback |
| 2500 | Total Coliform, MF | -- | Not Reported -- | | | | | | | | | |
| 2500 | Total Coliform, MPN | -- | Not Reported -- | | | | | | | | | |
| 2530 | Fecal Coliform, MF | -- | Not Reported -- | | | | | | | | | |
| 2530 | Fecal Coliform, MPN | -- | Not Reported -- | | | | | | | | | |
| 2525 | E.coli, MPN | -- | Not Reported -- | | | | | | | | | |

PEI-026 Demand - Lake of the Ozarks Regional WWTP #1 - NSI Lab Solutions/DMRQA-36

| NELAC Analyte # | Analyte | NELAC Method Code | Method Description | Reported Value | Study Mean* | Assigned Value | Units | EPA Code ¹ | Acceptance Limits | Evaluation | Analysis Date | Analyst's Name |
|-----------------|---------|-------------------|--------------------|----------------|-------------|----------------|-------|-----------------------|-------------------|------------|---------------|----------------|
| 1530 | BOD | n/a | SM5210B 21st Ed. | 38.7 | 45.9 | 44.4 | mg/L | MO01096 | 22.9 to 65.8 | ACCEPT | 6/17/16 | John Hornback |
| 1565 | COD | -- | Not Reported -- | | | | | | | | | |
| 2040 | TOC | -- | Not Reported -- | | | | | | | | | |
| 1555 | CBOD | -- | Not Reported -- | | | | | | | | | |

PEI-035 pH - Lake of the Ozarks Regional WWTP #1 - NSI Lab Solutions/DMRQA-36

| NELAC Analyte # | Analyte | NELAC Method Code | Method Description | Reported Value | Study Mean* | Assigned Value | Units | EPA Code ¹ | Acceptance Limits | Evaluation | Analysis Date | Analyst's Name |
|-----------------|---------|-------------------|--------------------|----------------|-------------|----------------|-------|-----------------------|-------------------|------------|---------------|----------------|
| 1900 | pH | n/a | SM4500HB+B 21st Ed | 7.28 | 7.27 | 7.22 | units | MO01096 | 7.02 to 7.42 | ACCEPT | 6/2/16 | John Hornback |

PEI-079 Residue - Lake of the Ozarks Regional WWTP #1 - NSI Lab Solutions/DMRQA-36

| NELAC Analyte # | Analyte | NELAC Method Code | Method Description | Reported Value Mean* | Assigned Value | Units | Study Standard Deviation* | EPA Code ¹ | Acceptance Limits | Evaluation | Analysis Date | Analyst's Name |
|-----------------|------------------------------|--------------------|--------------------|----------------------|----------------|-----------|---------------------------|-----------------------|-------------------|------------|---------------|----------------|
| 1960 | Non-Filterable Residue (TSS) | n/a | SM2540D 21st Ed. | 30.0 | 28.9 | 31.7 mg/L | 5.47 | MO01096 | 22.6 to 37.8 | ACCEPT | 6/2/16 | John Hornback |
| 1950 | Total Solids | -- Not Reported -- | | | | | | | | | | |

PEI-138 Simple Nutrients - Lake of the Ozarks Regional WWTP #1 - NSI Lab Solutions/DMRQA-36

| NELAC Analyte # | Analyte | NELAC Method Code | Method Description | Reported Value Mean* | Assigned Value | Units | Study Standard Deviation* | EPA Code ¹ | Acceptance Limits | Evaluation | Analysis Date | Analyst's Name |
|-----------------|----------------------|--------------------|---------------------|----------------------|----------------|-----------|---------------------------|-----------------------|-------------------|------------|---------------|----------------|
| 1515 | Ammonia as N | n/a | SM4500NH3D 21st Ed. | 4.91 | 4.81 | 4.70 mg/L | 0.612 | MO01096 | 3.62 to 5.82 | ACCEPT | 6/2/16 | John Hornback |
| 1810 | Nitrate as N | -- Not Reported -- | | | | | | | | | | |
| 1870 | Orthophosphate as P | -- Not Reported -- | | | | | | | | | | |
| 1820 | Nitrate-nitrite as N | -- Not Reported -- | | | | | | | | | | |

Assigned Values

All assigned values are established in a manner compliant with the current NELAC FOT for Non-Potable Water. With the exception of TDS and Specific Conductance assigned values are equal to the analytically verified gravimetric true value of the PT sample. For TDS and Specific Conductance, the assigned value is set at the robust study mean.

Accuracy/Traceability/Uncertainty

All assigned values are analytically verified for formulation accuracy prior to shipment. A total of 10 randomly chosen samples are taken from the production run and analyzed against NIST SRMs or CRMs. Traceability to SI is established through microbalance calibration with NIST traceable test masses. The expanded uncertainty at 95% CI with K=2 of each assigned value is available upon request and is typically <0.50%.

Batch Homogeneity

Each individual PT sample batch is thoroughly mixed in production and guaranteed to be homogeneous. Homogeneity is verified analytically according to in-house SOP.

Stability

Each analyte has been verified stable through the end of the PT study by either long term monitoring or study closing stability testing.

Acceptance Limits

Acceptance limits are set according to current NELAC limits. Where no limits are set by NELAC, limits are set to ±3 standard deviations around the study mean after outlier correction.

Accredited Analytes

All analytes are included under our ISO 17043/TNI scope of accreditation (Certificate #: AP-1893) unless otherwise noted with an asterisk (*).

PT Study Summary

To view a summary of the PT study results, please see Study Summary Report available in our PT Datalink at www.nsiabsolutions.com.

* The study mean and standard deviation are presented after outlier correction and are based upon pooled reported results without consideration for analytical technology.

1 If present, the EPA Code of the lab that actually performed the analysis for this analyte.



Reviewed/Approved By: _____

Mark Hammersla, President

Date: _____

7/18/16

This PT report shall only be reproduced in full. This report shall not be used to claim approval, certification or endorsement by NSI Lab Solutions. This report has been released only to entities requested by the participant. This report is held in confidence by NSI Lab Solutions with additional reports available by written request of participant.

Should you disagree with any element of this PT report, please submit your complaint to nsi@nsilabsolutions.com. Include the study number, your contact information, NSI Labcode, and the nature of your disagreement. An NSI Lab Solutions representative will contact you within 48 hours.

Invitation to Bid

Sealed bids will be accepted at the office of the Lake of the Ozarks Regional Wastewater Treatment Plant #1, c/o Alliance Water Resources, Inc., P.O. Box 1985, #3 Anderson Road, Lake Ozark, Missouri, 65049 until 1:00 o'clock a.m. Friday, September 16, 2016 and there at said office publicly opened and read aloud for the removal, disposal and testing of the Grit in #1 oxidation ditch. (No fax or e-mail will be accepted)

Bids must be submitted on the Bid Forms provided in the Bidding Documents Package and be accompanied by the bidder's certified check or bid bond in the amount of five percent (5%) of the total bid. A performance and payment bond will be required of the successful bidder. The successful bidder will also be required to submit a certificate of insurance for worker's compensation.

The prevailing hourly rate of wages, as determined by the Federal Wage Determination and/or the Industrial Commission of Missouri, Annual Wage Order # 23, including amendments, will be complied with on this project, and not less than the prevailing hourly rate of wages as found by the agencies or Court of Appeals shall be paid to all workmen performing work under this contract.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

The Joint Sewer Board reserves the right to accept or reject any and all bids, when it is determined in the best interest of the Joint Sewer Board to do so, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the Cities of Lake Ozark & Osage Beach Joint Sewer Board to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in

connection with the contracted services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Please contact Local Manager of WWTP, Gary Hutchcraft at (573)365-0455 for more information, or for a jobsite visit, and for copies of the bid package and specifications.

For an e-mailed version of the bid package, e-mail me at ghutchcraft@alliancewater.com.

Please indicate on the outside of the envelope the following: **Sealed Bid: Oxidation Ditch Project**.

Cities of Lake Ozark & Osage Beach Joint Sewer Board

by:

Gary Hutchcraft, Local Manager
Alliance Water Resources. Inc.

Requirements for Removing and Disposal of Grit from Oxidation Ditch #1

- Must have proper equipment to remove any sludge left, from plant staff after draining of the oxidation ditch.
- Must have proper equipment to remove grit after all liquid is removed and washed of any residual sludge. Oxidation Ditch must be washed. Water is available onsite.
- Must have means of disposing of grit after removal.
- Must have an approved place to dispose of grit from MDNR or to an approved sanitary landfill and provide Management and/or Joint Sewer Board copies of Waste Disposal Tickets or other approved disposal documents from Landfill. Waste Disposal Tickets must show the tonnage of material delivered to the landfill.
- Must pay for any grit testing required by landfill before landfill will accept any material and supply test documentation to the landfill, Management and/or Joint Sewer Board.
- Job cannot start until after November 1st due to disinfection season and preferably the second week in November to give Management staff some time to get the excess sludge out.

BID FORM

| <u>Item</u> | <u>Quantity</u> | <u>Description</u> | <u>Bid Prices</u> |
|------------------|-----------------|---|-------------------|
| 1. | 1 | Removal and Disposal of Grit in #1 Oxidation Ditch per ton. | \$ _____ |
| TOTAL BID | | | \$ _____ |

Payment of this work will be on actual tonnage of grit removed.

Each bidder shall complete the attached Qualification Request and list any exceptions to the qualifications and/or terms and conditions.

FOB Lake of the Ozarks Regional WWTP #1, c/o Alliance Water Resources, Inc., P.O. Box 1985 / #3 Anderson Rd., Lake Ozark, MO 65049

**LAKE OZARK / OSAGE BEACH JOINT SEWER BOARD
QUALIFICATION REQUEST
FOR
OXIDATION DITCH PROJECT**

GENERAL INFORMATION

Company Name: _____

Address: _____ Telephone #: _____

_____ Fax #: _____

City: _____ State: _____ Zip Code: _____

Type of Business: Individual Partnership Corporation
 Incorporated in the state of: _____

Tax Id #: _____ Years of Service and Experience: _____

Name of Official Completing the Bid: _____

Title: _____ Telephone Number: _____

Signature: _____ Date: _____

Name of Contact if awarded the Bid: _____

Title: _____ Telephone Number: _____

Experience with Public Entities

Provide a list of entities that the business has provided similar services. Include the name of the entity, contact person and telephone number. Emphasize local municipalities receiving services similar to those being proposed for the Joint Sewer Board. If the space below is not sufficient, attach a list.

Name of Entity: _____

Contact Person: _____

Telephone Number: _____

Name of Entity: _____
Contact Person: _____
Telephone Number: _____

Name of Entity: _____
Contact Person: _____
Telephone Number: _____

Name of Entity: _____
Contact Person: _____
Telephone Number: _____

Pending Matters:

Is there any major litigation pending against the business? Yes () No ()
If yes is checked, will the resolutions of this matter impact the business's ability to provide
service for the Joint Sewer Board? Yes () No ()

Is the business involved in pending acquisitions, consolidations, or mergers that will impact the
business's ability to serve the Joint Sewer Board? Yes () No ()

Are there any matters or circumstances that would prevent the business from entering into a contract or
performing services for the duration of the contract? Yes () No ()

If yes is checked, please explain:

General Information

Name of Business:

Address:

Summary of Overall Business:

Years of Service and Experience in the Governmental Sector:

Missouri Requirements on Public Projects

Bidders must participate in a Federal Work Authorization Program (E-verify) and provide proof that OSHA safety training requirements have been met.

Enrollment in a Federal Work Authorization Program

Bidders are informed that pursuant to section 285.530 RSMo, as a condition to the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall by sworn affidavit and provision of the documentation, affirm it's enrollment and participation in a federal work authorization program (E-verify) with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any persons who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the project to provide and require it's on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as the approved OSHA program. The training must be completed within sixty (60) days of the date that work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Labor Standards

Any and all Missouri state labor standards shall apply to all work under this contract.

This is a Prevailing Wage project and certified wage reports will be required. Final payment will not be made until all certified payroll records are submitted to the Joint Sewer Board.

Tax Exempt

A Missouri State Tax Exemption is provided for by Missouri State Statutes 144.062, effective August 28, 1994, which allows for a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish a signed exemption certification, authorizing such purchases for the construction, repair, or remodeling project, to each contractor and/or subcontractor. This certificate shall be supplied to the Contractor once the contracts are signed.

Insurance Requirements

Certificates of Insurance are required for the following:

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below.

Workers' Compensation Statutory Coverage per RSMo. 287.010 et seq
Employer's Liability \$1,000,000.00 each accident

Contractor's Commercial General Liability and Property Damage Insurance including vehicle coverage issued to the **Contractor** and protecting the **Contractor** from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the **Contractor** or by any **Sub-Contractor** employed by the **Contractor** or anyone directly or indirectly employed by the **Contractor** or by a **Sub-Contractor** employed by the **Contractor**; to include coverage for Personal and Advertising Injury and to include coverage for Products and/or Completed Operations. Insurance shall be written with a combined single limit for injury and/or property damage liability of not less than \$1,000,000.00 per occurrence and with a general aggregate of not less than \$2,000,000.00 per project.

The **Contractor** shall maintain **Automobile Public Liability and Property Damage Insurance** to protect the **Contractor** from any and all claims arising from the use of the following in the execution of the work: a) **Contractor's** own automobiles and trucks b) Scheduled automobiles and trucks c) Hired automobiles and trucks d) Automobiles and trucks not owned by the **Contractor**. The insurance shall cover the use of the automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be \$1,000,000.00 combined single limit for each accident.

Bid Bonds

All bids require a standard bid bond in the amount of 5% of the service providers bid and a Performance Bond, pursuant to Section 107.170 RSMo for all "contracts for public works, the cost of which is estimated to exceed twenty five thousand dollars" in an amount not less than the amount of the service providers bid.

Contractor will give Owner written notice of any significant changes in the work or deviations from the contracts. No changes will be recognized unless in writing and agreed upon by both parties. This work will not be Sub-Contracted to any other Company.

Contractor will have a NACE level three inspector on staff and available to provided service for this contract. **Contractor** will have a least five years' experience of similar projects.

GENERAL TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This Invitation to Bid, including these General Terms and Conditions, any specifications and other information, exhibits, schedules or appendices referred to in this Invitation to Bid shall constitute the entire agreement between the parties (the "Agreement") for the services, equipment, goods and material provided by Contractor/Supplier to the Joint Sewer Board pursuant to this Agreement (the "Work"). The Joint Sewer Board objects to and shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing and signed by an authorized representative of the Joint Sewer Board. Any additional or inconsistent terms not so agreed by the Joint Sewer Board in writing shall be null and void. Acceptance of any quotation, acknowledgment, confirmation order, work order, invoice or other form shall not modify the terms of this Agreement. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by the Joint Sewer Board in advance. The bidder is referred to herein as "Contractor/Supplier."

2. **SAFETY PROVISIONS:** It is the essence of this Agreement that all Work to be performed by Contractor/Supplier shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, Contractor/Supplier shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the Work to be performed hereunder. All Work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by the Joint Sewer Board to Contractor/Supplier for the benefit of Contractor/Supplier's employees or those of its subcontractors shall be at the sole risk and liability of Contractor/Supplier to make sure that such equipment is fit for the use intended and is in proper working order. Contractor/Supplier shall maintain a drug and alcohol free workforce at all times while on the Joint Sewer Board's premises/location or performing services hereunder. Upon City's request, Contractor/Supplier shall provide the Joint Sewer Board with a copy of all accident reports prepared by or submitted to Contractor/Supplier, including all OSHA illness and injury reports.

3. **LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:** Contractor/Supplier represents, warrants and covenants that the Work, including all of the products, merchandise, and materials delivered and/or services rendered hereunder, will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Contractor/Supplier, Contractor/Supplier's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof. Contractor/Supplier shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Contractor/Supplier's business or any property used therein, or as necessary for Contractor/Supplier's performance hereunder. Contractor/Supplier shall immediately notify the Joint Sewer Board in the event that Contractor/Supplier is not in compliance with any provision of this Section. Contractor/Supplier shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the Joint Sewer Board or the State of Missouri.

4. **TERMINATION OF CONTRACT:** The Joint Sewer Board reserves the right to terminate the contract, in whole or in part, whenever the Joint Sewer Board determines that such a termination is in the best interest of the Joint Sewer Board, without showing cause, upon giving written notice to the Contractor/Supplier. The Joint Sewer Board shall pay all reasonable costs incurred by the Contractor/Supplier up to the date of termination. However, in no event shall the Contractor/Supplier be paid any amount which exceeds the price proposed for the Work performed. The Contractor/Supplier will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor/Supplier has not performed or has unsatisfactorily performed the contract, the Joint Sewer Board may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Joint Sewer Board. Failure on the part of the Contractor/Supplier to fulfill any contractual

obligation shall be considered just cause for termination of the contract. The Contractor/Supplier will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the Joint Sewer Board as a result of the default or in reprocurring and completing the work.

5. PERFORMANCE: TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT:

Without limiting the foregoing, Contractor/Supplier agrees to use its best efforts to complete the Work by the end date specified by Joint Sewer Board and in accordance with any schedule specified by the Joint Sewer Board. Contractor/Supplier warrants that (i) it and all subcontractors hired by Contractor/Supplier (as permitted in Section 7) will perform all Work in a good and workmanlike manner, (ii) all Work, including all goods, materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement or provided to Contractor/Supplier by the Joint Sewer Board pursuant to this Agreement and all industry standards established by those engaged in a business similar to that of Contractor/Supplier, and (iii) all Work shall be free from defects of any kind.

6. INDEPENDENT CONTRACTOR: Contractor/Supplier shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant or representative of the Joint Sewer Board. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

7. ASSIGNMENT; SUBCONTRACTORS: Contractor/Supplier shall not assign, sublet, or subcontract any portion of the Work without the prior written approval of the Joint Sewer Board. If permitted to subcontract any Work pursuant to this Section, Contractor/Supplier shall be fully responsible for all work and services performed and materials provided by subcontractors. Contractor/Supplier agrees that the Joint Sewer Board reserves the right to approve or reject any subcontractor in the Joint Sewer Board's discretion.

8. INDEMNIFICATION: The Contractor/Supplier shall indemnify, save, and hold harmless the Joint Sewer Board, Alliance Water Resources Inc., its employees, and agents, against any and all suits, losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) incurred as a result of any act or omission by the Contractor/Supplier or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. If Contractor/Supplier's performance requires Contractor/Supplier, its employees, agents or representatives to perform services or labor on the premises of the Joint Sewer Board, its agents, customers, or users, Contractor/Supplier agrees to indemnify and hold harmless the Joint Sewer Board against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by the Joint Sewer Board.

9. INSURANCE: Unless stated otherwise in this Invitation to Bid, prior to performing the Work under this Agreement, Contractor/Supplier shall furnish to the Joint Sewer Board Certificate(s) of Insurance evidencing the following minimum insurance coverage by Contractor/Supplier:

- a) Workmen's Compensation: per State Statute
- b) Comprehensive General Liability Insurance -- Public Liability: \$1,000,000 per person, \$1,000,000 per occurrence; Property Damage: \$1,000,000 per person, \$1,000,000 per occurrence, aggregate \$2,000,000..
- c) Automobile Liability: \$1,000,000 per occurrence; such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

Under items (b), and (c), the Joint Sewer Board shall be named as an additional insured on all Certificates of Insurance, and all coverage afforded to the Joint Sewer Board shall apply as primary coverage and shall not be affected by any insurance the Joint Sewer Board may carry in its own name. The Contractor/Supplier will furnish a copy of such insurance policy or policies, or certificates thereof to the Joint Sewer Board's Purchasing Department at any time upon the Joint Sewer Board's request.

10. **DELIVERY:** All deliveries shall be F.O.B. destination: Joint Sewer Board location unless otherwise stated.
11. **PAYMENT TERMS:** Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.
12. **CHANGES:** The Joint Sewer Board reserves the right from time to time, to change any specifications, drawings, delivery dates, quantities, services and items covered by this Agreement. If such change would materially affect the price or delivery date, the Joint Sewer Board and Contractor/Supplier shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Contractor/Supplier shall have notified the Joint Sewer Board in writing of any claim for such adjustment within ten (10) days from the date of such notice from the Joint Sewer Board. Contractor/Supplier shall not suspend performance of this Agreement while the Joint Sewer Board and Contractor/Supplier are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of the Joint Sewer Board.
13. **DISPUTES:** This Agreement shall be construed in accordance with the laws of the State of Missouri, without giving effect to the choice or conflicts of laws provisions thereof.
14. **CONFLICT OF INTEREST:** Contractor/Supplier warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Agreement.
15. **NOTICE:** All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, telephone facsimile or telex to the Joint Sewer Board or to Contractor/Supplier at the addresses set forth in this Agreement. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U. S. mail.
16. **NON-WAIVER:** Waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Agreement. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this Agreement.
17. **TAXES:** Contractor/Supplier shall accept sole liability for, and pay, all taxes, assessments, excises, impositions, licenses and fees (including interest or penalties, if any) levied, assessed, or imposed upon or on account of the execution of the Work under this Agreement or its receipts therefrom or on the materials therefor or on the manufacture, storage, sale, receipts from sale, use, transportation, inspection, or delivery of the materials therefor under any federal, state or local law or laws. When required to do so by law, the Joint Sewer Board shall have the right to withhold taxes, and pay such taxes, or to delay payment, up to the amount of the tax. Contractor/Supplier hereby accepts exclusive liability for withholding requirements, payroll taxes, Unemployment Taxes, Federal Insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to Contractor/Supplier's employees for services rendered in connection with this Agreement. The Joint Sewer Board represents that it qualifies for the sales tax exemption for local government under Missouri State Tax Law. Therefore, no sales tax applies to any invoice.

The following terms and conditions are applicable if the Contractor/Supplier is providing services or performing any Work on Joint Sewer Board property:

18. USE OF PREMISES/LOCATION/SECURITY: Contractor/Supplier shall perform all Work hereunder in such a manner as to cause a minimum of interference with the Joint Sewer Board's existing operations and the operations of other contractors on the Joint Sewer Board's premises/location. Contractor/Supplier shall comply with all Joint Sewer Board's security regulations to gain entrance on the Joint Sewer Board's property. Contractor/Supplier will ensure as a condition of employment with Contractor/Supplier, that the Contractor/Supplier's employees will cooperate with any security or other investigation, and at the request of City, submit to any reasonable security tests or checks. Upon completion of the Work, Contractor/Supplier shall restore the premises/location to its original condition and leave said premises/location clean and free of all tools, equipment, waste materials and rubbish. It is agreed that Contractor/Supplier shall not be entitled to damages for delays regardless of cause including site conditions, weather, or acts or omissions of the Joint Sewer Board or other contractors or vendors.

19. PAYMENT OF BILLS AND LIENS: Contractor/Supplier shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Agreement. Before Contractor/Supplier shall be entitled to receive payment, Contractor/Supplier shall furnish evidence satisfactory to the Joint Sewer Board of the full payment of any such indebtedness. If any lien shall attach to premises/location of the Joint Sewer as a result of the Work performed, Contractor/Supplier shall promptly procure its release and hold the Joint Sewer Board harmless from all loss, cost, damage, or expense incidental thereto. Contractor/Supplier hereby authorizes the Joint Sewer Board to pay any such liens from any payments due Contractor/Supplier. To the extent permitted by law, Contractor/Supplier waives and hereby releases the Joint Sewer Board and the premises/location of the Joint Sewer Board from any and all liens accrued or accruing to it whatsoever and authorizes the Joint Sewer Board to withhold payments due Contractor/Supplier for the applicable statutory period to pay any liens arising from the Work for which Contractor/Supplier has failed to provide evidence satisfactory to the Joint Sewer Board of full payment of such indebtedness.

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute RSMo 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the Cities of Lake Ozark & Osage Beach Joint Sewer Board to a business entity, the business entity (Company or individual) shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The Cities of Lake Ozark & Osage Beach Joint Sewer Board, in order to comply with sections 285.525 through 285.550 RSMo, requires the following for bids and contract documents:

Required Affidavit for Contracts over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating the following:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A form for such affidavit is included herein.

Required Documentation of Program Enrollment –

Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The Cities of Lake Ozark & Osage Beach Joint Sewer Board requires companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at www.dhs.gov or by calling 888-464-4218.

Pursuant to RSMo.285.530, the bidding party shall:

- 1) Participate in the Federal Work Authorization Program (E-Verify), which verifies employment eligibility for all of their employees and provide City with an affidavit confirming such participation.
- 2) Provide an affidavit that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services to the City.
- 3) Verify all employees of bidding party working in connection with the City project through such E-Verify program and provide proof of such to City for each such employee.
- 4) Require all subcontractors for the project to:
 - a. Require in writing in its contract with the subcontractor that all contractors for the City project comply with the provisions of RSMo.285.530.1 requiring that no business entity knowingly hire or employ an unauthorized alien within the State of Missouri.
 - b. Require all subcontractors to provide a sworn affidavit under the penalty of perjury attesting that the subcontractor's employees are lawfully present in the United States. A copy of such affidavits shall be provided to the City.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
County of Camden) ss

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the _____ to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the _____ of _____, and I am duly authorized, (Position) (Name of business entity) directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the _____.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530, RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the _____, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My Commission expires: _____

Seal:

TREATMENT PLANT OXIDATION DITCH PROJECT

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

SECTION 1 - SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- C. Contractor acknowledges and agrees that any of contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- D. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

SECTION 2 - NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 1 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Section 1B and C above have elapsed.
- C. Violations of Section 1 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 3 – INSERT AS SUBSECTION TO PAYMENT SECTION

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 2 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

REMOVAL OF GRIT IN #1 OXIDATION DITCH

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Sewer Treatment Plant Board of Osage Beach and Lake Ozark, Party of the First Part and hereinafter called the Owner, and _____, of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Lake of the Ozarks Regional Wastewater Treatment Plant has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Terms and Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Invitation to Bids, Bid Form, General Conditions, detailed specifications, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

REMOVAL OF GRIT IN #1 OXIDATION DITCH

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of \$ _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Sixty (60) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

REMOVAL OF GRIT IN #1 OXIDATION DITCH

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner One Hundred dollars (\$ 100.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said _____ acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

TREATMENT PLANT OXIDATION DITCH PROJECT

INSURANCE CERTIFICATION

SEWER TREATMENT BOARD
FOR OSAGE BEACH AND LAKE OZARK

Re: Insurance Coverage During Work On the
TREATMENT PLANT OXIDATION DITCH PROJECT
in the Coutny of Miller, Miisouri

Ladies and Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the SEWER
TREATMENT BOARD FOR OSAGE BEACH AND LAKE OZARK, a Certificate of Insurance signed by
an authorized representative of our Company which details the exact amounts of coverage insured by us for
the Construction TREATMENT PLANT OXIDATION DITCH PROJECT under the contract herein before
mentioned and which in every particular complies with the requirements is attached hereto after having been
fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of
any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain
events or occurrences are not covered by any policy, are identified clearly and explained in attached
exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

Oxidation Ditch Project

BID FORM

To: Lake of the Ozarks Regional Wastewater
Treatment Plant #1

Ladies and Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Invitation to Bid and Bidding Documents and other documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

| | |
|-----------|-------------|
| No. _____ | Dated _____ |
| No. _____ | Dated _____ |

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

Oxidation Ditch Project

| BID FORM | | | | | |
|---------------------------------------|--------------------|------|---------------------------------------|--------------|-----------|
| REMOVAL OF GRIT IN #2 OXIDATION DITCH | | | | | |
| ITEM UNIT | ESTIMATED QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | PRICE |
| 1 | 150 | TONS | Removal of Grit in #1 Oxidation Ditch | \$ | \$ |
| | | | | TOTAL | \$ |

TOTAL BID IN WRITING:

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Dated at _____ this _____ day of _____, 20____.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Typed or Printed Name

Doing Business As _____
Name of Firm

Oxidation Ditch Project

Business Address of Bidder: _____

Telephone No. _____

.....
IF A PARTNERSHIP: _____

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION: _____

Name of Corporation

By _____

Signature & Title

Typed or Printed Name

ATTEST: _____ (CORPORATE SEAL)

Secretary or Assistant Secretary Signature

Typed or Printed Name

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 066
MILLER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
MILLER County

REPLACEMENT PAGE

Section 066

| OCCUPATIONAL TITLE | ** Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits | |
|--|---------------------|--------------------|--------------------|------------------|-----------------------|---------|
| Asbestos Worker (H & F) Insulator | | \$25.47 | 56 | 28 | \$11.25 | |
| Boilermaker | | \$32.76 | 126 | 7 | \$30.10 | |
| Bricklayer and Stone Mason | | \$29.26 | 59 | 7 | \$16.91 | |
| Carpenter | 6/16 | \$25.16 | 60 | 15 | \$16.10 | |
| Cement Mason | | \$27.55 | 9 | 3 | \$12.20 | |
| Communication Technician | 6/16 | \$31.80 | 28 | 7 | \$12.90 + 13% | |
| Electrician (Inside Wireman) | 6/16 | \$31.80 | 28 | 7 | \$12.90 + 13% | |
| Electrician (Outside-Line Construction)\Lineman) | | \$42.27 | 43 | 45 | \$5.25 + 36% | |
| Lineman Operator | | \$36.45 | 43 | 45 | \$5.25 + 36% | |
| Groundman | | \$28.13 | 43 | 45 | \$5.25 + 36% | |
| Elevator Constructor | a | \$46.04 | 26 | 54 | \$31.645 | |
| Glazier | | \$23.35 | 36 | 52 | \$6.21 | |
| Ironworker | 6/16 | \$29.00 | 50 | 4 | \$28.45 | |
| Laborer (Building): | | | | | | |
| General | | \$22.36 | 42 | 44 | \$13.19 | |
| First Semi-Skilled | | \$24.36 | 42 | 44 | \$13.19 | |
| Second Semi-Skilled | | \$23.36 | 42 | 44 | \$13.19 | |
| Lather | | USE CARPENTER RATE | | | | |
| Linoleum Layer and Cutter | 6/16 | \$25.04 | 60 | 15 | \$16.10 | |
| Marble Mason | | \$21.66 | 124 | 74 | \$12.68 | |
| Marble Finisher | | \$14.14 | 124 | 74 | \$8.08 | |
| Millwright | 6/16 | \$26.16 | 60 | 15 | \$16.10 | |
| Operating Engineer | | | | | | |
| Group I | 6/16 | \$28.86 | 86 | 66 | \$24.98 | |
| Group II | 6/16 | \$28.86 | 86 | 66 | \$24.98 | |
| Group III | 6/16 | \$27.61 | 86 | 66 | \$24.98 | |
| Group III-A | 6/16 | \$28.86 | 86 | 66 | \$24.98 | |
| Group IV | 6/16 | \$26.63 | 86 | 66 | \$24.98 | |
| Group V | 6/16 | \$29.56 | 86 | 66 | \$24.98 | |
| Painter | 6/16 | \$28.58 | 105 | 18 | \$11.76 | |
| Pile Driver | 6/16 | \$26.16 | 60 | 15 | \$16.10 | |
| Pipe Fitter | 7/16 | b | \$38.00 | 91 | 69 | \$26.93 |
| Plasterer | | \$28.09 | 94 | 5 | \$12.25 | |
| Plumber | 7/16 | b | \$38.00 | 91 | 69 | \$26.93 |
| Roofer \ Waterproofer | | \$29.30 | 12 | 4 | \$14.87 | |
| Sheet Metal Worker | | \$39.63 | 32 | 25 | \$21.72 | |
| Sprinkler Fitter - Fire Protection | 7/16 | \$33.49 | 33 | 19 | \$19.45 | |
| Terrazzo Worker | | \$26.73 | 124 | 74 | \$14.38 | |
| Terrazzo Finisher | | \$18.68 | 124 | 74 | \$14.38 | |
| Tile Setter | | \$21.66 | 124 | 74 | \$12.68 | |
| Tile Finisher | | \$14.14 | 124 | 74 | \$8.08 | |
| Traffic Control Service Driver | | \$26.415 | 22 | 55 | \$9.045 | |
| Truck Driver-Teamster | | | | | | |
| Group I | | \$25.30 | 101 | 5 | \$10.70 | |
| Group II | | \$25.95 | 101 | 5 | \$10.70 | |
| Group III | | \$25.45 | 101 | 5 | \$10.70 | |
| Group IV | | \$25.95 | 101 | 5 | \$10.70 | |

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 23

7/16

MILLER COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**MILLER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1 ½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the Interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1 ½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1 ½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 38: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular rate. Employees will be paid at the rate of one and one-half (1 ½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1 ½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1 ½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1 ½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1 ½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**MILLER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**MILLER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**MILLER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 105: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift work. Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half (1/2) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

**MILLER COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5 8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.96 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**MILLER COUNTY
HOLIDAY SCHEDULE -- BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 16: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**MILLER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 80: The following days shall be recognized as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event that any of these Holidays fall on a Saturday, the preceding Friday shall be observed; if on a Sunday, the following Monday shall be observed. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half hour intervals.

Heavy Construction Rates for
MILLER County

REPLACEMENT PAGE

Section 066

| OCCUPATIONAL TITLE | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--|--------------------|--------------------|--------------------|------------------|-----------------------|
| Carpenter | 6/16 | \$30.83 | 23 | 16 | \$16.10 |
| Electrician (Outside-Line Construction)\Lineman) | | \$42.27 | 9 | 12 | \$5.25 + 36% |
| Lineman Operator | | \$36.45 | 9 | 12 | \$5.25 + 36% |
| Lineman - Tree Trimmer | | \$24.15 | 32 | 31 | \$9.98 + 3% |
| Groundman | | \$28.13 | 9 | 12 | \$5.25 + 36% |
| Groundman - Tree Trimmer | | \$17.84 | 32 | 31 | \$7.50 + 3% |
| Laborer | | | | | |
| General Laborer | 6/16 | \$27.96 | 2 | 4 | \$13.17 |
| Skilled Laborer | 6/16 | \$27.96 | 2 | 4 | \$13.17 |
| Millwright | 6/16 | \$30.83 | 23 | 16 | \$16.10 |
| Operating Engineer | | | | | |
| Group I | 6/16 | \$27.94 | 21 | 5 | \$24.87 |
| Group II | 6/16 | \$27.59 | 21 | 5 | \$24.87 |
| Group III | 6/16 | \$27.39 | 21 | 5 | \$24.87 |
| Group IV | 6/16 | \$23.74 | 21 | 5 | \$24.87 |
| Oiler-Driver | 6/16 | \$23.74 | 21 | 5 | \$24.87 |
| Pile Driver | 6/16 | \$30.83 | 23 | 16 | \$16.10 |
| Traffic Control Service Driver | | \$26.415 | 28 | 27 | \$9.045 |
| Truck Driver-Teamster | | | | | |
| Group I | 6/16 | \$29.27 | 25 | 21 | \$12.45 |
| Group II | 6/16 | \$29.43 | 25 | 21 | \$12.45 |
| Group III | 6/16 | \$29.42 | 25 | 21 | \$12.45 |
| Group IV | 6/16 | \$29.54 | 25 | 21 | \$12.45 |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet

**REPLACEMENT PAGE
MILLER COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
MILLER COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**MILLER COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.