

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

CIRCUIT DIVISION

PUBLIC SERVICE COMMISSION )  
OF THE STATE OF MISSOURI, )

Plaintiff, )

vs. )

Case No.: 26V010200965

OSAGE WATER COMPANY, )

Defendant. )

REPORT OF RECEIVER

Comes now the Court-appointed Receiver, and for his Report, states to the Court as follows:

1. Pursuant to the Court's directive, the Receiver did cause to be prepared and published a "Request for Bids to Purchase Company Assets". Attached hereto and denoted as Exhibit "A" is a copy of said Request.

In addition to filing said Request for Bids to Purchase Company Assets with the Circuit Court, the Receiver provided a copy of said information to the Missouri Public Service Commission and other interested individuals and potential purchasers. Further, the Receiver caused said "Request for Bids to Purchase Company Assets" to be published in the Lake Sun Journal newspaper on the following dates: March 10, 2017; March 24, 2017; April 7, 2017; and April 21, 2017. Attached hereto and denoted as Exhibit "B" is a copy of Affidavit of Publication.

2. Pursuant to the Court's directive, the Request for Bids to Purchase Company Assets contained specific language in an effort to address some of the issues in this case. Some of the items of Court-Ordered specific language are as follows:

Joint  
Bidders Exhibit No. 403  
Date 9-17-19 Reporter Bjw  
File No. WA-2019-0185



- a. Liens and Judgments. THE RECEIVER IS AWARE OF LIENS AND JUDGMENT LIENS WHICH MAY AFFECT THE COMPANY ASSETS. THERE MAY BE OTHER LIENS OR CLAIMS THAT ARE NOT NOW KNOWN TO THE RECEIVER. ACCORDINGLY, THE PROPERTY IS BEING SOLD "AS IS" AND THE POTENTIAL BUYER MUST DO ITS OWN DUE DILIGENCE.
- b. While individuals may submit bids for only a portion of the Company assets, it is anticipated that preference will be given to individuals/entities desiring to purchase the entire Company.
- c. THE SALE OF ALL OF THE ASSETS SHALL BE BID FOR CASH CONSIDERATION ONLY.

The Receiver has received four (4) bids for Company assets. However, it appears that none of the bids are in compliance with the Court directed terms and conditions as set forth in the Request for Bids to Purchase Company Assets.

3. Attached is a bid the Receiver has received from William P. Mitchell, said purchase offer denoted as Exhibit "C". Said purchase offer is for the purchase of all of the assets of Osage Water Company outside the assets located at the Cedar Glen Condominium system. Said offer is a purchase price for the total sum of \$5,000.00.

Said purchase offer does not comply with the Court's directive as set forth in Paragraph 2b herein.

4. Receiver received a purchase offer from Public Water Supply District #5 (PWSD) of Camden County. Said purchase offer states as follows:

- a. Said purchase offer by PWSD is in the amount of \$636,000.00.

Said purchase offer has the following conditions set forth in said offer:

*"9. Contingencies. The obligations of the parties hereunder are subject to and contingent upon the following: (a) title to the assets transferred hereunder shall be free and clear of all liens and encumbrances and shall be marketable in title in accordance with Standard 4 of the Missouri Bar.*

The above condition as set forth in the offer, while imminently reasonable is *not in compliance* with the Court-directed terms and conditions set forth in the Request to Purchase Company Assets as specifically set forth in Paragraph 2a herein. The Receiver was directed to request bids for purchase of the system "as is" and they were to do their own diligence relative to potential liens or judgments against the Company's assets. Said offer is not in compliance with said provisions.

b. Assets to be transferred. *PWSD does hereby propose that the assets of Osage Water Company be used in connection with its provisions of water and sewer utility service in its Cedar Glen service area... be transferred to PWSD.*

Attached hereto and denoted as Exhibit "D" is a copy of said offer.

This offer is not in compliance with the Court's directive as set forth in Paragraph 2b indicating that preference would be given to individuals/entities desiring to purchase the entirety of the Company's assets.

5. Receiver received a purchase offer from Central States Water Resources (CSWR).

Attached hereto and denoted as Exhibit "E" is a copy of said offer.

a. Said purchase offer by CSWR is in the amount of \$440,000.00.

b. The bid is subject to the following specific conditions:

*The receipt of good and marketable title, free and clear of all liens and encumbrances, but subject to easements, restrictions and reservations of record.*

The above condition as set forth in the offer, while imminently reasonable is *not in compliance* with the Court-directed terms and conditions set forth in the Request to Purchase Company Assets as specifically set forth in Paragraph 2a herein. The Receiver was directed to request bids for purchase of the system "as is" and they were to do their own diligence relative to potential liens or judgments against the Company's assets. Said offer is not in compliance with said provisions.

6. The Receiver has further received a bid from Greg Williams, a copy of said offer is attached hereto and denoted as Exhibit "F". Said purchase offer provides as follows:

*"Paragraph 8 – Payment of Judgment. Said assets shall be transferred to Williams hereunder in payment, settlement and compromise of the Judgment in Case No. 09CM-CC00413 in favor of Gregory D. Williams and against Osage Water Company as of April 21, 2017, the balance due under said Judgment is \$816,232.88 and interest accruing thereon per diem of \$123.29."*

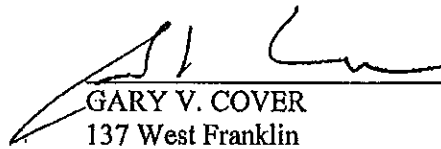
Said offer is not in compliance with the Court-directed terms and conditions as set forth in Paragraphs 2c above wherein it is stated that the sale of all of the assets shall be bid for cash consideration only.

7. The Receiver submits all of the above for the Court's consideration. If the Court decides to accept one of the purchase offers, the Receiver will, of course, go forward with the transfer of the assets pursuant to any terms imposed upon the Receiver by the Court, the Missouri Public Service Commission and/or the potential purchaser.

8. In the event the Court determines that none of the purchase offers are acceptable, the Receiver requests the Court's reconsideration of the Receiver's Motion to place the Company into Bankruptcy and provide for distribution of the Company assets through the Bankruptcy process. Attached hereto and denoted as Exhibit "G" is a copy of the Receiver's previously Amended Motion for Authority to Place Osage Water Company in Chapter 11 Liquidation Bankruptcy or Alternative Motion for Approval of Bids to Purchase the Operational Assets of Osage Water Company and Motion to Wind Up Receivership and Discharge Receiver.

WHEREFORE, Receiver prays that the Court make and enter its Order accepting this Report of Receiver and provide the Receiver with additional directive to provide a sale and transfer of Company assets and conclude the Receivership; and for such other and further relief as the Court deems just and proper under the premises.

COVER & HILTON LAW, L.L.C.

  
GARY V. COVER #28854  
137 West Franklin  
P.O. Box 506  
Clinton, MO 64735  
(660) 885-6914  
(660) 885-6780 fax  
[gary@coverhiltonlaw.com](mailto:gary@coverhiltonlaw.com)

*Attorney and Receiver for  
Osage Water Company*

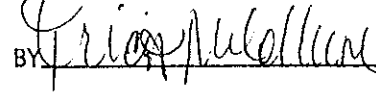
I hereby certify that the above and foregoing was electronically filed and served on all parties of record via the Court's eFiling system on this 12 day of May, 2017.

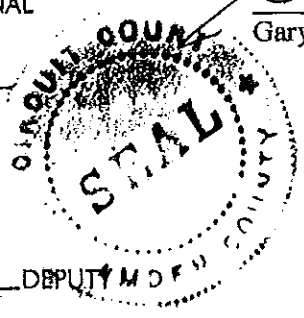
CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL


DATE 9.13.19

CLERK OF CIRCUIT COURT  
CAMDEN COUNTY, MO.

BY JO McELWEE, CLERK





  
Gary V. Cover

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI  
CIRCUIT DIVISION

PUBLIC SERVICE COMMISSION	)	
OF THE STATE OF MISSOURI,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.: 26V010200965
	)	
OSAGE WATER COMPANY,	)	
	)	
Defendant.	)	

**REQUEST FOR BIDS TO PURCHASE COMPANY ASSETS**

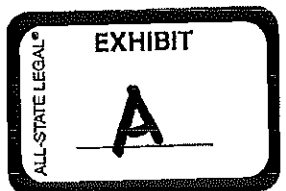
Comes now the undersigned Court-Appointed Receiver, and, pursuant to the Court's Order, hereby requests and solicits bids for purchase of Osage Water Company Assets.

**Background**

Osage Water Company is a private company providing water and wastewater services to residents at four (4) locations in the Lake of the Ozarks' area. In February of 2002, the Missouri Public Service Commission determined that the ownership of Osage Water Company was unable or unwilling to provide safe and adequate drinking water and wastewater services to its customers. Accordingly, the Missouri Public Service Commission filed a Petition in the Circuit Court of Camden County requesting that a Receiver be appointed to assume control and management of the Company. On October 21, 2005, the undersigned was appointed as Receiver, with authority to transfer the Company assets. Since that date, the undersigned has assumed the control and management of Osage Water Company and its resources.

**Facilities**

Osage Water Company provides services to the following areas/subdivisions, which are more specifically described herein:



*Cedar Glen Condominiums:*

Located at: Sunny Slope Drive, Camden County

Number of customers: 212

Description of water system: 35,000 gallon hydro tank with deep well

Description of wastewater system: Sand filter with lift stations and force main

*Chelsea Rose:*

Located at: Oak Bend Road, Camden County

Number of customers: 34

Description of water system: 600 pressurized storage, deep well

Description of wastewater system: Partial force main and gravity collection to an activated sludge facility

*Harbour Bay/Cimarron Bay:*

Located at: MM40 – Blue Water Bay Road, Camden County

Number of customers: 80

Description of water system: 35,000 gallon hydro tank with deep well

Description of wastewater system: force main to sand filter

*Eagle Woods/KK Wastewater:*

Located at: Hwy KK and Red Barn Road, Camden County

Number of customers: 32 water and sewer; 18 sewer only

Description of water system: 10,000 gallon storage tank to booster pumps and pressurized tanks

Description of wastewater system: force main and gravity collection system to a sand filter

Liens & Judgments

THE RECEIVER IS AWARE OF LIENS AND JUDGMENT LIENS WHICH MAY AFFECT THE COMPANY ASSETS. THERE MAY BE OTHER LIENS OR CLAIMS THAT ARE NOT NOW KNOWN TO THE RECEIVER. ACCORDINGLY, THE PROPERTY IS BEING SOLD "AS IS" AND THE POTENTIAL BUYER MUST DO ITS OWN DUE DILIGENCE.

Bid Process

Pursuant to the Order of the Circuit Court of Camden County, Missouri, the undersigned Receiver hereby requests and solicits bids from individuals or entities interested in purchasing all or part of the assets of Osage Water Company. The Receiver will receive and evaluate all bids. While individuals may submit bids for only a portion of the Company assets, it is anticipated that preference will be given to individuals/entities desiring to purchase the entire Company.

Bids are to be forwarded to the Receiver at the undersigned's address. Bids are due no later than April 21, 2017, at 5:00 p.m.

THE SALE OF ALL OF THE ASSETS SHALL BE BID FOR CASH CONSIDERATION ONLY.

All bids are subject to the approval of both the Circuit Court of Camden County, Missouri, and the Missouri Public Service Commission. A Hearing for potential Court approval of the bids will be scheduled at a later date, all bidders and interested parties will be notified.

Individuals with specific questions or desiring more information not provided herein shall contact the undersigned Receiver.



COVER & HILTON LAW, L.L.C.

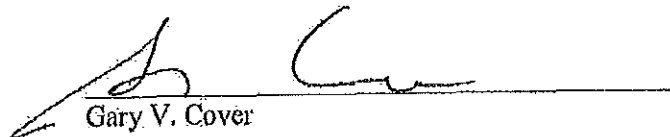


GARY V. COVER  
137 West Franklin  
P.O. Box 506  
Clinton, MO 64735  
(660) 885-6914  
(660) 885-6780 fax  
[gary@coverhiltonlaw.com](mailto:gary@coverhiltonlaw.com)

#28854

*Attorney and Receiver for  
Osage Water Company*

I hereby certify that the above and foregoing was electronically filed and served on all parties of record via the Court's eFiling system on this 6<sup>th</sup> day of March, 2017.



Gary V. Cover

MAILED

# Lake Sun

GateHouse Media

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

COVER & HILTON LAW  
ATTN: ACCTS PAYABLE  
PO BOX 506  
CLINTON, MO 64735

**RE: BID- OSAGE WATER COMPANY**  
PN: 20251  
ACCT# 84759

### 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: 03/10/2017	TO: 04/21/2017
VOL 138 NO 047	DAY OF MARCH 10, 2017
VOL 138 NO 057	DAY OF MARCH 24, 2017
VOL 138 NO 067	DAY OF APRIL 07, 2017
VOL 138 NO 077	DAY OF APRIL 21, 2017

SIGNED: Tom Bookstaver  
TOM BOOKSTAVER (PUBLISHER)

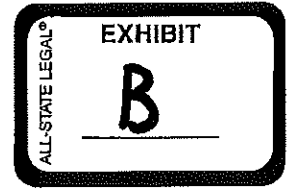
**PUBLICATION FEE DUE: \$ 909.00**  
SUBSCRIBED AND SWORN TO BEFORE ME THIS  
21 DAY OF APRIL, 2017.

SIGNED: Rebecca Moos (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.



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

**PUBLIC NOTICE 20251**  
IN THE CIRCUIT COURT OF  
CAMDEN COUNTY, MISSOURI  
CIRCUIT DIVISION  
PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI,  
Plaintiff,  
vs.  
OSAGE WATER COMPANY,  
Defendant.  
Case No.: 26V010200965  
**REQUEST FOR BIDS TO PURCHASE COMPANY ASSETS**

Comes now the undersigned Court-Appointed Receiver, and, pursuant to the Court's Order, hereby requests and solicits bids for purchase of Osage Water Company Assets.

#### Background

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#### Facilities

Osage Water Company provides services to the following areas/subdivisions, which are more specifically described herein:

**Cedar Glen Condominiums:**  
Located at: Sunny Slope Drive, Camden County  
Number of customers: 212

**Description of water system:** 35,000 gallon hydro tank with deep well

**Description of wastewater system:** Sand filter with lift stations and force main

#### Chelsea Rose:

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Number of customers: 34

**Description of water system:** 600 pressurized storage, deep well

**Description of wastewater system:** Partial force main and gravity collection to an activated sludge facility

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Located at: MM40 ft Blue Water Bay Road, Camden County

Number of customers: 80  
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#### Eagle Woods/KK Wastewater:

Located at: Hwy KK and Red Barn Road, Camden County

Number of customers: 32  
water and sewer; 18 sewer only

**Description of water system:** 10,000 gallon storage tank to booster pumps and pressurized tanks



REBECCA MOOS  
My Commission Expires  
May 15, 2020  
Camden County  
Commission #18765959

Electronically Filed - Camden - May 12, 2017 - 11:59 AM

# Lake Sun

GateHouse Media

## LAKE SUN LEADER

GATEHOUSE MEDIA MO HOLDINGS, INC.  
Legal Advertising Invoice

COVER & HILTON LAW  
ATTN: ACCTS PAYABLE  
PO BOX 506  
CLINTON, MO 64735

RE: BID- OSAGE WATER COMPANY  
PN: 20251  
ACCT# 84759

### AFFIDAVIT OF PUBLICATION

(State of Missouri)

) SS

(County of Camden)

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TO: 04/21/2017

DAY OF MARCH 10, 2017

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DAY OF APRIL 21, 2017

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

Description of wastewater system: force main and gravity collection system to a sand filter

#### Liens & Judgments

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PANY ASSETS. THERE MAY BE OTHER LIENS OR CLAIMS THAT ARE NOT NOW KNOWN TO THE RECEIVER. ACCORDINGLY, THE PROPERTY IS BEING SOLD "AS IS" AND THE POTENTIAL BUYER MUST DO ITS OWN DUE DILIGENCE.

#### Bid Process

Pursuant to the Order of the Circuit Court of Camden County, Missouri, the undersigned Receiver hereby requests and solicits bids from individuals or entities interested in purchasing all or part of the assets of Osage Water Company. The Receiver will receive and evaluate all bids. While individuals may submit bids for only a portion of the Company assets, it is anticipated that preference will be given to individuals/entities desiring to purchase the entire Company.

Bids are to be forwarded to the Receiver at the undersigned's address. Bids are due no later than April 21, 2017, at 5:00 p.m.

THE SALE OF ALL OF THE ASSETS SHALL BE BID FOR CASH CONSIDERATION ONLY.

All bids are subject to the approval of both the Circuit Court of Camden County, Missouri, and the Missouri Public Service Commission. A Hearing for potential Court approval of the bids will be scheduled at a later date, all bidders and interested parties will be notified.

Individuals with specific questions or desiring more information not provided herein shall contact the undersigned Receiver.

COVER & HILTON LAW, L.L.C.

/s/ Gary V. Cover

GARY V. COVER

#28854

137 West Franklin

P.O. Box 506

Clinton, MO 64735

(660) 885-6914

(660) 885-8780 fax

gary@coverhiltonlaw.com

Attorney and Receiver for

Osage Water Company

I hereby certify that the above and foregoing was electronically filed and served on all parties of record via the Court's eFiling system on this 6th day of March, 2017.

/s/ Gary V. Cover

Gary V. Cover

First Insertion: 03-10-17, 138-047

Last Insertion: 04-21-17, 138-077

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI,

Plaintiff,

vs.

OSAGE WATER COMPANY,

Defendant.

Case No. 26V010200965  
Case No. 09CM-CC00413

PURCHASE OFFER

Comes now Public Water Supply District No. 5 of Camden County, Missouri ("PWSD #5") and in response to the March 6th, 2017 Request for Bids to Purchase Company Assets issued pursuant to the Order of the Court in Case No. 26V010100965 does hereby propose the following:

1. Assets to Be Transferred. PWSD #5 does hereby propose that the assets of Osage Water Company used in connection with its provisions of water and sewer utility service in its Cedar Glen Service Area, including all water wells, pumps, storage tanks, water distribution systems, wastewater treatment plants, lift stations, sewers, pumps, all easements, real estate owned whether fee simple or otherwise, Ameren permits, MDNR Permits, certificates of convenience and necessity, licenses and any other assets used in the provision of water and sewer utility services in the Cedar Glen Service Area be transferred to PWSD #5.

2. Accounts Payable. Osage Water Company shall remain obligated to pay all outstanding debts, obligations, judgments or accounts payable of the Seller which are accrued



or accruable as of the Closing Date, including utility bills pro rata to the Closing Date, and the same shall not be assumed by PWSD #5.

3. Billing Database. Osage Water Company shall provide at closing a complete and comprehensive customer database for the Cedar Glen Service Area as of the date of closing in electronic format showing the name, billing address, service location, and meter reading as of the Meter Reading Date.

4. Books and Records. Osage Water Company shall provide a copy of all books and records relating to the Water Systems and Sewer Systems to be transferred hereunder as are required to be maintained either by the Missouri Department of Natural Resources or the Missouri Public Service Commission.

5. Service and Maintenance Agreements. Osage Water Company shall provide to PWSD #5 a copy of all service and/or maintenance agreements for the assets to be transferred hereunder. PWSD #5 may, but has no obligation, assume any or all of said service and/or maintenance agreements.

6. Purchase Price. The purchase price for said assets to be transferred hereunder shall be \$3,000 per condominium unit serviced by the utility systems, which has been represented to be 212 units in the Request for Bids, for a total purchase price of \$636,000.

7. Liabilities Retained. The parties acknowledge and agree that this is an asset purchase transaction and that PWSD #5 shall not assume or accept any obligations or liabilities of Gary V. Cover or Osage Water Company not expressly set forth herein, and that all such obligations and liabilities shall remain the sole and separate obligation(s) of Gary V. Cover or Osage Water Company.

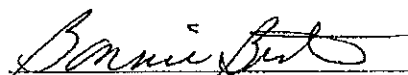
8. Time and Place of Closing. Closing shall occur within thirty (30) days of the approval of this Purchase Offer by the Circuit Court of Camden County, Missouri at a title company mutually agreeable to Buyer and Seller.

9. Contingencies. The obligations of the parties hereunder shall be subject to and contingent upon the following:


a. Title to Assets. Title to the assets transferred hereunder shall be free and clear of all liens and encumbrances and shall be marketable title in accordance with Title Standard 4 of the Missouri Bar.

b. Inspection of Utility Systems. Buyer's obligations hereunder shall be subject to and contingent upon Buyer's inspection of the water and sewer utility systems to be conveyed hereunder and all records pertaining thereto by a licensed professional engineer of its choice, and by its designated agents and representatives and Buyer's determination that said utility systems are in good working order and satisfactory condition, and that there are no outstanding and unresolved Notices of Violation with the Missouri Department of Natural Resources or other violations of applicable laws or regulations regarding said utility systems.

c. Financing. Buyer's obligations hereunder shall be subject to and contingent upon Buyer's ability to obtain financing satisfactory to Buyer from the United States Department of Agriculture Rural Development agency, the Missouri Department of Natural Resources or from some other person or entity for the amount of the purchase price.

  
\_\_\_\_\_  
Bonnie Burton, Clerk  
Public Water Supply District No. 5

ELLSWORTH & HARDWICK

By:   
J. Aaron Ellsworth #60265  
2404 Bagnell Dam Blvd.  
P.O. Box 250  
Lake Ozark, MO 65049  
Telephone: (573) 693-5090  
[ellsworth@lolawoffice.com](mailto:ellsworth@lolawoffice.com)  
ATTORNEYS FOR PETITIONER



April 19, 2017

RECEIVED

APR 24 2017

COVER & WEAVER, LLC

Cover & Weaver, LLC  
137 West Franklin  
P.O. Box 506  
Clinton MO, 64735

Re: Osage Water Company Asset Purchase Bid-  
Public Service Commission v. Osage Water Company – Camden County Case No.:26V010200965

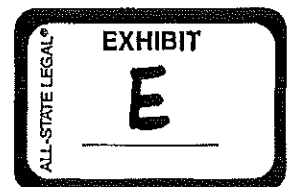
Dear Mr. Cover:

Thank you for inviting Central States Water Resources, Inc. (CSWR) to bid on purchase of the water and wastewater assets of Osage Water Company (Osage Water) pursuant to the Request For Bids to Purchase Company Assets (Request For Bids) filed in Camden County Case No. 26V010200965CSWR. CSWR has previously evaluated the water and sewer assets of Osage Water with the existing operations group and independent civil engineering consulting professionals. In response, CSWR hereby states that it is prepared to purchase all of the water and wastewater assets of Osage Water as described in the following paragraphs.

CSWR's bid price for the assets of Osage Water listed in the Request For Bids is: \$440,000 (Four Hundred and Forty Thousand Dollars and zero cents) (i.e. cash bid) -

This bid is subject to the following:

- the right for CSWR to assign the right to purchase to an entity of its choosing;
- the Missouri Public Service Commission's (PSC) approval of the sale of the assets to CSWR, or its designated affiliate;
- the PSC's approval of CSWR's financing;
- the Missouri Department of Natural Resources agreeing to a standard schedule of compliance for the proposed utility improvement projects for regulatory compliance;
- the Missouri Attorney General's determination that CSWR (or its designated entity) is not a "successor company" to Osage Water, providing practical indemnification for previous environmental regulatory issues;
- the receipt of good and marketable title, free and clear from all liens and encumbrances, but subject to easements, restrictions and reservations of record ;







- the receiver agreeing to work with CSWR on possible escrow closing accounts to satisfy legitimate outstanding contactor lien holders, PSC assessments, and other lawful claims;

- all of the parties agreeing to a mutually acceptable future closing date.

CSWR hopes this bid price and associated terms are acceptable. If you have any questions or need further clarifications please feel free to call or email me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Josiah Cox", is written over a light blue horizontal line.

Josiah Cox

President

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

CIRCUIT DIVISION

PUBLIC SERVICE COMMISSION )  
OF THE STATE OF MISSOURI, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
OSAGE WATER COMPANY, )  
 )  
Defendant. )

Case No.: 26V010200965

**AMENDED MOTION FOR AUTHORITY TO  
PLACE OSAGE WATER COMPANY IN CHAPTER 11 LIQUIDATION BANKRUPTCY  
OR ALTERNATIVE MOTION FOR APPROVAL OF BIDS TO PURCHASE THE  
OPERATIONAL ASSETS OF OSAGE WATER COMPANY AND MOTION TO WIND  
UP RECEIVERSHIP AND DISCHARGE RECEIVER**

*Motion for Authority to Place Osage Water Company in Chapter 11 Liquidation Bankruptcy*

Comes now the undersigned Court-Appointed Receiver, and for his Motion for Authority to Place Osage Water Company in Chapter 11 Liquidation Bankruptcy, states to the Court as follows:

1, Pursuant to the Court's Order of August 11, 2015, the undersigned Court-Appointed Receiver solicited bids for the purchase of the operational assets of Osage Water Company. The results of said bid were set forth in the Report of Receiver dated December 24, 2015, and are summarized as follows:

- a) Missouri American Water offered to purchase all of the assets of Osage Water Company for an initial purchase price of \$300,000.00 plus a commitment to invest a minimum of an additional \$350,000.00 in the system over a five (5) year period. Subject to specific conditions set forth in the Offer to Purchase.



- b) Central States Water Resources, Inc. offered to purchase the assets of Osage Water Company for the sum of \$458,000.00. Subject to specific conditions set forth in the Offer to Purchase.
  - c) Gregory D. Williams, on behalf of Public Water Supply District No. 5 of Camden County, Missouri (PWSD), offered to purchase the assets of Osage Water Company used in connection with water and sewer service in the *Cedar Glen service area ONLY* for the total purchase price of \$742,000.00. Subject to specific conditions set forth in the Offer to Purchase.
  - d) Offer submitted by Gregory D. Williams individually to purchase the assets of Osage Water Company in exchange for payment, settlement and compromise of the Judgment in Case No. 09CM-CC00413 in favor of Gregory D. Williams and against Osage Water Company. Subject to specific conditions set forth in the Offer to Purchase.
2. Osage Water Company and/or its assets are encumbered by various liens in favor of numerous individuals and governmental agencies.

The Judgments include, but are not necessarily limited to, the following:

- a) Hancock Construction Company vs. Osage Water Company, Case No. 26V010100008, amount of Judgment as of September 3, 2002, is \$215,640.39 ±, plus interest at 9%;
- b) Greg Williams; Osage Water Company vs. Gregory D. Williams, et al, Case No. 09CM-CC00413, amount of Judgment \$700,000.00 ±, plus interest at 9%;
- c) Water Laboratory, Inc., Case No. 26V010200636, amount of Judgment as of August 3, 2004, is \$177,847.90 ±, plus interest at 9%;

- d) Jackson Engineering, Inc., Case No. 26V010200636, amount of Judgment as of August 3, 2004, is \$112,015.08 ±, plus interest at 8%.

The amount of the above Judgments exceeds the amounts offered for the purchase of the operational assets of Osage Water Company as set forth in Paragraph 1.

As a result of the liens and/or potential liens on the operational assets of Osage Water Company, it would be extremely difficult for a potential purchaser of the operational assets of Osage Water Company to purchase same free and clear of all liens. In any event, such a transaction would potentially require a purchaser to engage in ongoing litigation to resolve the various lien issues.

Further, there remains pending one item of litigation involving Osage Water Company, specifically, "Summit Investment Company vs. Osage Water Company". Said case is currently set for Trial on July 8, 2016.

3. By authorizing Osage Water Company to file Chapter 11 Liquidation Bankruptcy, the Court would allow for an orderly transition of the sale of Osage Water Company free and clear of any and all liens on any Company assets.

4. Receiver states that it would be in the interest of judicial economy to authorize the Receiver to place Osage Water Company in Chapter 11 Liquidation Bankruptcy.

WHEREFORE, the undersigned prays that the Court make and enter its Order allowing the undersigned to place Osage Water Company in Chapter 11 Liquidation Bankruptcy; and for such other and further relief as the Court deems just and proper under the premises.

*Alternative Motion for Approval of Bids to Purchase the Operational Assets of Osage Water Company and Motion to Wind Up Receivership and Discharge Receiver*

Comes now the undersigned Court-Appointed Receiver, and for his Alternative Motion for Approval of Bids to Purchase the Operational Assets of Osage Water Company and Motion to Wind Up Receivership and Discharge Receiver, states to the Court as follows:

1. The undersigned was appointed as Receiver on October 21, 2005,

The Receiver's primary functions were:

- a. to operate the system so that it provided safe and efficient water and wastewater services to its customers;
- b. place the Company/operational assets in a position to be sold to an entity approved by the Court and the Missouri Public Service Commission so as to continue to provide safe and efficient water and wastewater services to the Company's customers.

At this point, the undersigned Receiver has essentially accomplished both of the above directives.

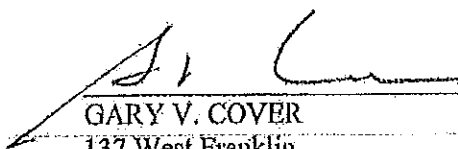
2. In the event the Court would deny the Receiver's Motion to place Osage Water Company in Chapter 11 Liquidation Bankruptcy, the Receiver would request the following:

- a. an Order of the Court approving one of the bids previously submitted for the purchase of the operational assets of Osage Water Company set forth in the Report of Receiver dated December 24, 2015;
- b. authorize the Receiver to enter into a contract for the sale of the operational assets of Osage Water Company;
- c. authorize the Receiver to take all further action to wind up the Receivership;
- d. ultimately Discharge the Receiver.

WHEREFORE, as an alternative, in the event does not authorize the Receiver to place Osage Water Company in Chapter 11 Bankruptcy, the Receiver requests the following relief:

- a. an Order of the Court approving one of the bids previously submitted for the purchase of the operational assets of Osage Water Company set forth in the Report of Receiver dated December 24, 2015;
- b. authorize the Receiver to enter into a contract for the sale of the operational assets of Osage Water Company;
- c. authorize the Receiver to take all further action to wind up the Receivership;
- d. ultimately Discharge the Receiver.

COVER & HILTON LAW, L.L.C.

  
GARY V. COVER #28854

137 West Franklin  
P.O. Box 506  
Clinton, MO 64735  
(660) 885-6914  
(660) 885-6780 fax  
[gary@coverhiltonlaw.com](mailto:gary@coverhiltonlaw.com)

*Attorney and Receiver for  
Osage Water Company*

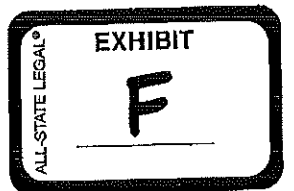
IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

<p><b>PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI,</b></p> <p><b>Plaintiff,</b></p> <p><b>vs.</b></p> <p><b>OSAGE WATER COMPANY,</b></p> <p><b>Defendant.</b></p>	<p><b>Case No. 26V010200965</b> <b>Case No. 09CM-CC00413</b></p>
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**PURCHASE OFFER**

Comes now Gregory D. Williams ("Williams") and in response to the October 5, 2015 Order of the Court in Case No. 26V010100965 does hereby propose the following:

1. Assets to Be Transferred. Williams does hereby propose that the assets of Osage Water Company used in connection with its provisions of water and or sewer utility service in its Cedar Glen, Chelsea Rose, Harbour Bay/ Cimarron Bay and Eagle Woods/KK Wastewater Service Areas, including all water wells, pumps, storage tanks, water distribution systems, wastewater treatment plants, lift stations, sewers, pumps, all easements, real estate owned whether fee simple or otherwise, Ameren permits, MDNR Permits, certificates of convenience and necessity, licenses and any other assets used in the provision of water and sewer utility services be transferred to Williams or his assigns. Williams anticipates that if this offer is accepted that his rights hereunder will be transferred and conveyed to Environmental Utilities, LLC or another entity either in existence or formed for the purpose of acquiring title to and operating said assets.



2. Title to Assets Titled. Title to the assets transferred hereunder shall be free and clear of all liens and encumbrances suffered or caused by Gary Cover in his capacity as Receiver of Osage Water Company, who must warrant and represent that there are no mechanic's or materialman's liens against any of the assets so transferred as a result of any work ordered by said Receiver within the six months next preceding the closing of the transaction. Other than said mechanic's lien warranty, title to the property shall be transferred "as-is" without further representation or warranty.
3. Assets to be Retained. Osage Water Company will retain and otherwise dispose of such cash or accounts receivable on hand in the possession of Osage Water Company, and all of its assets, if any, located in its Osage Beach South Service Area, Osage Beach North Service Area, Sunrise Beach North Service Area, Sunrise Beach South Service Area, Shawnee Bend Service Area, and Parkview Bay Service Areas. Osage Water Company shall obtain a final meter reading on a date or dates convenient to it prior to Closing, but no earlier than fourteen days prior to the Closing date (the "Meter Reading Date"). All customer usage prior to the Meter Reading Date shall be and remain the Property of Osage Water Company. All customer usage subsequent to the Meter Reading Date shall be the Property of Williams. Sewer charge receivables shall be pro-rated between Buyer and Seller as of the Closing Date.
4. Accounts Payable. Osage Water Company shall remain obligated to pay all outstanding debts, obligations, judgments or accounts payable of the Seller which are accrued or accruable as of the Closing Date, including utility bills pro rata to the Closing Date, and the same shall not be assumed by Williams.

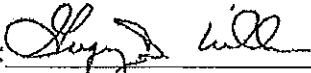


5. Billing Database. Osage Water Company shall provide at closing a complete and comprehensive customer database as of the date of closing in electronic format showing the name, billing address, service location, and meter reading as of the Meter Reading Date.
6. Books and Records. Osage Water Company shall provide a copy of all books and records relating to the Water Systems and Sewer Systems to be transferred hereunder as are required to be maintained either by the Missouri Department of Natural Resources or the Missouri Public Service Commission.
7. Service and Maintenance Agreements. Osage Water Company shall provide to Williams a copy of all service and/or maintenance agreements for the assets to be transferred hereunder. Williams may, but has no obligation, assume any or all of said service and/or maintenance agreements.
8. Payment of Judgment. Said assets shall be transferred to Williams hereunder in payment, settlement and compromise of the judgment in Case 09CM-CC00413 in favor of Gregory D. Williams and against Osage Water Company. As of April 21, 2017 the balance due under said Judgment is \$816,232.88, and interest is accruing thereon per diem of \$123.29.
9. Liabilities Retained. The parties acknowledge and agree that this is an asset purchase transaction and that Williams shall not assume or accept any obligations or liabilities of Gary V. Cover or Osage Water Company not expressly set forth herein, and that all such obligations and liabilities shall remain the sole and separate obligation(s) of Gary V. Cover or Osage Water Company.

10. Time and Place of Closing. Closing shall occur within thirty (30) days of the satisfaction of the approval of this Amended Purchase Offer by the Circuit Court of Camden County, Missouri s at the office of The Williams Law Firm, 16533 N State Highway 5, Suite 301, Sunrise Beach, Missouri, 65079, or at such other time and place as the parties may mutually agree upon.

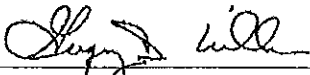
11. Costs and Attorney's Fees. Each party shall bear their respective attorney's fees and expenses incurred in the above referenced cases. Costs in each case shall be taxed to the Plaintiff therein.

The Williams Law Firm

By:   
Gregory D. Williams #32272  
16533 N. State Hwy. 5  
Sunrise Beach, MO 65079  
Telephone: 573-374-6300  
Facsimile: 573-374-4432  
Email: [Greg@WilliamsLawOffice.us](mailto:Greg@WilliamsLawOffice.us)

**CERTIFICATE OF SERVICE**

I hereby certify that on April 21, 2017, a true copy of the foregoing was filed in the EFiling system, causing it to be electronically served upon all counsel of record.

  
Gregory D Williams

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

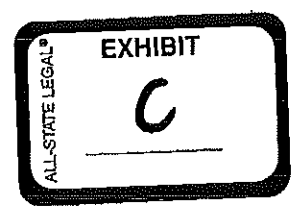
PUBLIC SERVICE COMMISSION )  
 OF THE STATE OF MISSOURI, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 OSAGE WATER COMPANY, )  
 )  
 Defendant. )

Case No. 26V010200965  
 Case No. 09CM-CC00413

PURCHASE OFFER

Comes now William P. Mitchell ("Mitchell") in response to the October 5, 2015 Order of the Court in Case No. 26V010100965 does hereby propose the following:

1. Assets to Be Transferred. Mitchell does hereby propose that the assets of Osage Water Company outside the Cedar Glen area used in connection with its provisions of water and or sewer utility services in its Service Areas, including all water wells, pumps, storage tanks, water distribution systems, wastewater treatment plants, lift stations, sewers, pumps, all easements, real estate owned whether fee simple or otherwise, Ameren permits, MDNR Permits, certificates of convenience and necessity, licenses and any other assets used in the provision of water and sewer utility services be transferred to Mitchell or his assigns. Mitchell anticipates that if this offer is accepted that his rights hereunder will be transferred and conveyed to non-for-profit organization entity either in existence or formed for the purpose of acquiring title to and operating said assets.



2. Title to Assets Titled. Title to the assets transferred hereunder shall be free and clear of all liens and encumbrances suffered or caused by Gary Cover in his capacity as Receiver of Osage Water Company, who must warrant and represent that there are no mechanic's or materialman's liens against any of the assets so transferred as a result of any work ordered by said Receiver within the six months next preceding the closing of the transaction. Other than said mechanic's lien warranty, title to the property shall be transferred "as-is" without further representation or warranty.
  
3. Assets to be Retained. Osage Water Company shall obtain a final meter reading on a date or dates convenient to it prior to Closing, but no earlier than fourteen days prior to the Closing date (the "Meter Reading Date"). All customer usage prior to the Meter Reading Date shall be and remain the Property of Osage Water Company. All customer usage subsequent to the Meter Reading Date shall be the Property of Mitchell. Sewer charge receivables shall be pro-rated between Buyer and Seller as of the Closing Date.
  
4. Accounts Payable. Osage Water Company shall remain obligated to pay all outstanding debts, obligations, judgments or accounts payable of the Seller which are accrued or accruable as of the Closing Date, including utility bills pro rata to the Closing Date, and the same shall not be assumed by Mitchell.
  
5. Billing Database. Osage Water Company shall provide at closing a complete and comprehensive customer database as of the date of closing in electronic format showing the name, billing address, service location, and

meter reading as of the Meter Reading Date.

6. Books and Records. Osage Water Company shall provide a copy of all books and records relating to the Water Systems and Sewer Systems to be transferred hereunder as are required to be maintained either by the Missouri Department of Natural Resources or the Missouri Public Service Commission.
7. Service and Maintenance Agreements. Osage Water Company shall provide to Mitchell a copy of all service and/or maintenance agreements for the assets to be transferred hereunder. Mitchell may, but has no obligation, assume any or all of said service and/or maintenance agreements.
8. Payment. Said assets shall be transferred to Mitchell hereunder in payment, of \$5,000 cash.
9. Liabilities. The parties acknowledge and agree that this is an asset purchase transaction and that Mitchell shall not assume or accept any obligations or liabilities of Gary V. Cover or Osage Water Company not expressly set forth herein, and that all such obligations and liabilities shall remain the sole and separate obligation(s) of Gary V. Cover or Osage Water Company.
10. Time and Place of Closing. Closing shall occur within thirty (30) days of the satisfaction of the approval of this Amended Purchase Offer by the Circuit Court of Camden County, Missouri, at the office of Thomas E. Loraine or at such other time and place as the parties may mutually agree upon.

11. Costs and Attorney Fees. Each party shall bear their respective attorney's fees and expenses incurred in the above referenced cases. Costs in each case shall be taxed to the Plaintiff therein.

Respectfully submitted,  
LORAINE & ASSOCIATES, LLC

BY: /s/ Thomas E. Loraine  
Thomas E. Loraine #22206  
4075 Osage Beach Parkway, Suite 300  
Osage Beach, Missouri 65065  
(573) 348-8909  
FAX: (573) 348-8920  
Attorney for William P. Mitchell