

**DAVID N. APPLEBY
ATTORNEY AT LAW
119 NORTH SECOND STREET
POST OFFICE BOX 158
OZARK, MISSOURI 65721
417.581.2411
417.581.2447 facsimile**

FILED

SEP 28 1998

Missouri Public
Service Commission

September 22, 1998

**CECIL I. WRIGHT SECRETARY
MISSOURI PUBLIC SERVICE COMMISSION
PO BOX 360
JEFFERSON CITY MO 65102**

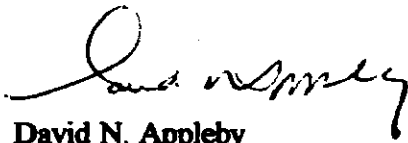
RE: BOB CONNELL D/B/A WOODLAND MANOR WATER COMPANY

Dear Mr. Secretary:

Accompanying application for sale of water company is sent to you for filing in compliance with the requirements of the Public Service Commission Law.

P.S.C. Mo. No. CRS 240-2.060
Effective June 30, 1993

Very truly yours,



David N. Appleby

pm

enclosures (original +14 copies)

cc: **PUBLIC COUNSEL
TRUMAN BUILDING
301 WEST HIGH STREET
JEFFERSON CITY MO 65102**

**JAMES A MERCIEL JR
ASSISTANT MANAGER ENGINEERING
WATER & SEWER DEPARTMENT
MISSOURI PUBLIC SERVICE COMMISSION
PO BOX 360
JEFFERSON CITY MO 65102**

FILED

SEP 28 1998

**BEFORE THE PUBLIC SERVICE COMMISSION OF
THE STATE OF MISSOURI**

Missouri Public
Service Commission

IN THE MATTER OF THE APPLICATION OF)
BOB CONNELL d/b/a WOODLAND MANOR)
WATER COMPANY TO SELL HIS WATER)
SYSTEM IN STONE COUNTY, MISSOURI)
TO STEPHEN T. FENNEMA and)
MONA L. FENNEMA, husband and wife,)

Case No. WM-99-119

APPLICATION

COMES NOW Bob Connell d/b/a WOODLAND MANOR WATER COMPANY and in support of his application pursuant to Section 393.190, RSMo, states as follows:

1. That Seller is the owner of a certain water system in Stone County, Missouri. His principal office is located at P.O. Box 151, Kimberling City, Missouri 65611. He has registered the fictitious name of "WOODLAND MANOR WATER COMPANY" with the Secretary of State as shown at Exhibit "A."
2. That the Buyers are individuals. Their address is HCR 1, Box 90A, Blue Eye, Missouri 65611. On completion of the purchase, they will register the fictitious name of "WOODLAND MANOR WATER COMPANY" with the Missouri Secretary of State.
3. As neither Seller nor Buyer are corporations, but operate as sole proprietors, no copies of corporate resolutions are filed herewith.
4. Correspondence, communications, orders, and decisions in this matter should be addressed

to:

BOB CONNELL D/B/A
WOODLAND MANOR WATER COMPANY
#2 WOODLAND COURT
PO BOX 151
KIMBERLING CITY MO 65686
417-739-4582

DAVID N APPLEBY
ATTORNEY AT LAW
119 N SECOND STREET
PO BOX 158
OZARK MO 65721
417-581-2411

5. That Buyers intend to purchase the certificate of convenience and necessity, the name **WOODLAND MANOR WATER COMPANY**; and all the assets of the water system upon the terms and conditions set forth in Contract for Purchase of Water System, which is marked Exhibit "B" attached hereto.
6. A balance sheet (financial statement) of Buyers is shown at Exhibit "C" attached hereto; a pro forma income statement of Buyers is shown at Exhibit "D" attached hereto.
7. The proposed transaction is not detrimental to the public interest in that service provided will not be changed. Notice to all present customers in the form shown at Exhibit "E" will be given at the direction of the Commission.
8. Upon receipt of the proceeds from the sale, Seller intends to discontinue and Buyers will immediately and without interruption begin the rendition of water service in the service area.
9. The proposed transfer will have no impact on tax revenues of Stone County as shown by Exhibit "F" attached hereto.

WHEREFORE, Seller respectfully request an order and decision of this Commission:

- (i) approving the sale and transfer of all of said water works and related assets of said water system by Seller to Buyers, and
- (ii) authorizing Seller to discontinue providing service in its service area as of the closing date of sale and the immediate continuance of service by the Buyers, pursuant to the supervision and control of the Commission, and

CONTRACT FOR PURCHASE OF WATER SYSTEM

THIS CONTRACT, made and entered into this 9th day of July, 1998, by and between BOB CONNELL, d/b/a WOODLAND MANOR WATER COMPANY (Seller) and STEPHEN T. FENNEMA and MONA L. FENNEMA, husband and wife, (Buyer),

WHEREAS, SELLER is the owner of a certain water works system, rights-of-way, and transmission lines located in Stone County, Missouri, in the area shown at "Exhibit A" attached hereto and incorporated herein.

WHEREAS, BUYER desires to purchase from Seller and Seller desires to sell to Buyer, on terms and subject to the conditions of this agreement, all of the assets and properties of the water system aforesaid in exchange for and in consideration set forth herein below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained in this agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sale of System.** The Seller shall sell and the Buyer shall purchase free from all liabilities and encumbrances the water system known aforesaid. This sale shall include all assets, property, easements and any and all matters and things associated with the production of water by WOODLAND MANOR WATER COMPANY, including, but not limited to the list of tangible items described on "Exhibit B" attached hereto and all other tangible, personal, real, or mixed property, wheresoever located and used in the production of water by WOODLAND MANOR WATER COMPANY.
2. **Purchase Price.** The purchase price of the business shall be Forty Thousand and no/100 Dollars (\$40,000.00) payable in cash as follows:

- (a) Six Thousand and no/100 Dollars (\$6,000.00) earnest money paid to Seller, receipt of which is hereby acknowledge by Buyer.
- (b) Nine Thousand and no/100 Dollars (\$9,000.00) to be paid upon execution of this contract.
- (c) Balance of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) paid at closing on the ____ day of _____, 1998, or within ten (10) days of Missouri Public Service Commission approval of this sale, whichever occurs first.

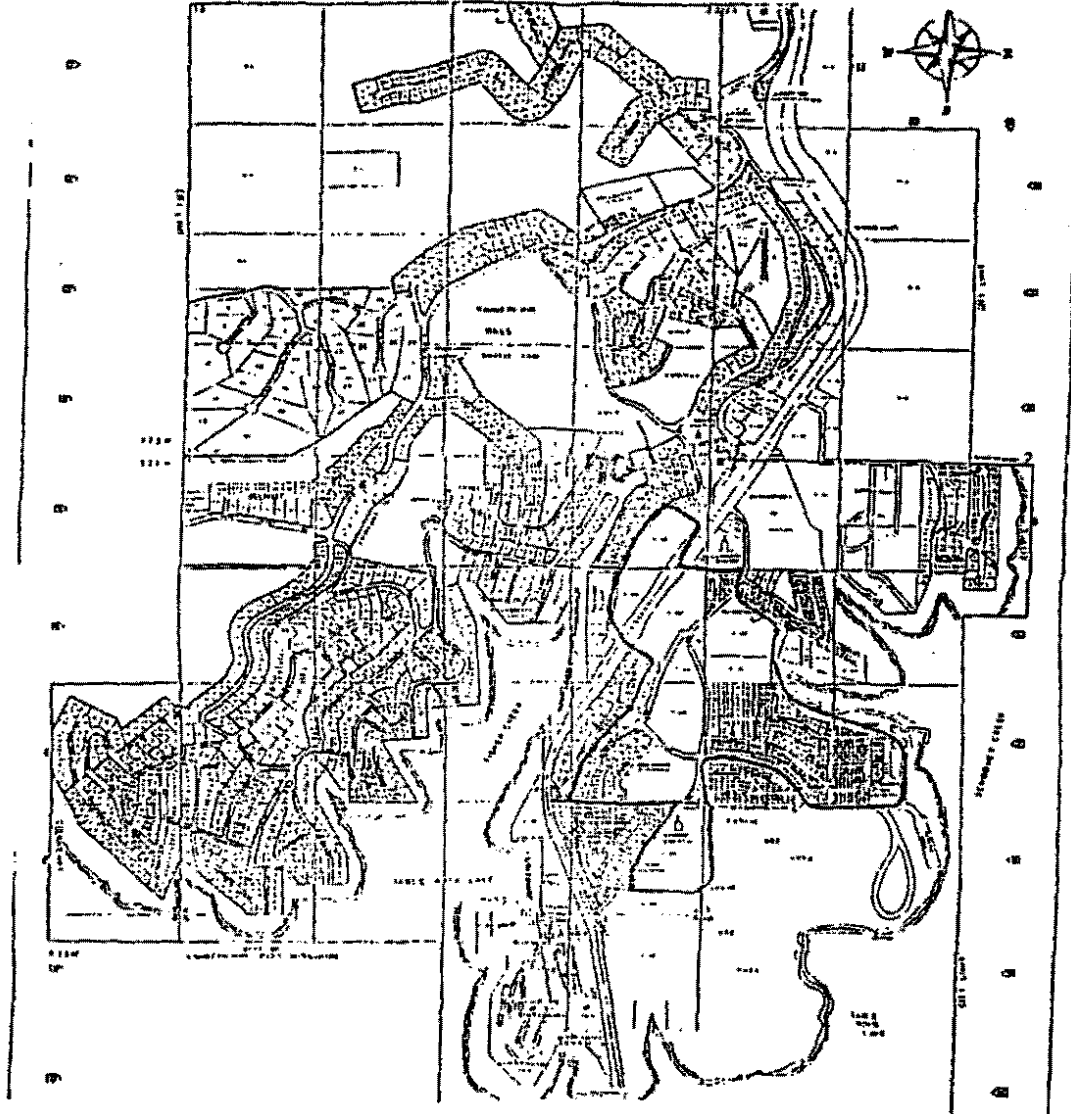
3. **Representations of Seller.** Seller hereby represents and agrees that:

- (a) Between the contract of purchase date the closing date (as hereinafter defined):
 - (1) Seller will not incur any additional indebtedness except such indebtedness as may arise as a result of the normal and usual transactions in the ordinary course of Seller's business; and
 - (2) Seller will not sell or dispose of, or in any manner encumber or hypothecate any of the Seller's assets.
- (b) Seller is now the legal and equitable owner of merchantable title to all of the property described in the attached schedule hereto, and made a part hereof, free and clear of any liens, charges, encumbrances, securities agreements and other agreements, and other burdens of every kind.
- (c) All property that is sold or transferred by Seller to Buyer is in good condition.
- (d) Seller warrants that there are no suits, actions, arbitrations, legal, administrative, or other proceedings, or governmental investigations, pending or to the best of its knowledge, threatened against it, arising out of the operation of the business.

- (e) On closing date, or within reasonable time thereafter, Seller will pay in full all liabilities of Seller, including all wages owed by Seller to employees of aforesaid business and Seller will obtain a release and discharge of liens encumbering any of the property to be sold or transferred to Buyer by Seller. Seller further agrees that it will obtain certification that all taxes which could constitute a lien on the property or business transferred have been satisfied, at the request of Buyer, and further in the event a certification cannot be obtained as to the said business operation in 1997, Seller will provide checks or other documents evidencing payment of all taxes due and owing up to the time of closing.
- (f) Seller warrants that on or about the date of closing all taxes, including but not limited to federal and state withholding, social security, state and federal unemployment, sales tax and city taxes, shall be current and paid up to the date of closing.
- (g) Seller warrants that it is not liable at the time of closing and will not be liable for any amounts not reflected on the books of the business and has no creditors at the time of the closing and shall have no creditors other than those listed in "Exhibit C" attached hereto, and Seller shall be responsible for all creditors and hold Buyer harmless with respect to said creditors and agree that if any of the accounts now owing are not paid by Seller that Buyer may pay the same and collect such sum from the Seller together with cost of collection and reasonable legal fees incurred in collection of such amounts.
- (h) Seller warrants that it will maintain in full force and effect, at Seller's costs and expense, all insurance policies presently in effect on the property of Seller, insofar as

Exhibit A

Map of Service Area



R. H. "Bob" Connell Date _____
Bob Connell d/b/a WOODLAND MANOR
WATERCOMPANY

Seller

Stephen T. Fennema Date 7/9/98
Stephen T. Fennema

Mona L. Fennema Date 7-9-98
Mona L. Fennema

Buyer

"EXHIBIT" B
PAGE 5 OF 7

Exhibit B

List of All Property, Tangible, Personal Real or Mixed

Real Property:

The N ½ of Sec 3 T22N R23W and the N ½ of the SW ¼ of said Sec 3 which lies to the west of Schooner Creek Cove of Table Rock Lake, and lies to the east of a line 200' west of the parallel to Wildwood lane, also known as Old MO Hwy 13.

The E ½ of Sec 4 T22N R23W which lies to the east of Mo Hwy 13, and the NE ¼ of said Sec 4 which lies to the west of MO Hwy 13, and lies east of a line 200' west of and parallel to Wildwood Lane, also known as Old Mo Hwy 13.

The SW ¼ of the SW ¼ of Sec 34 T23N R23W which lies to the east of Mo Hwy 13, and lies to the east of MO Hwy 13, and lies west of a line 200' east of and parallel to Oak Drive.

Existing Water Supplies:

The existing Woodland Manor water system has been constructed over several years. The system currently consists of 11,820 lineal feet of 2" diameter water mains, 260 lineal feet of 4" diameter water mains, and 635 lineal feet of 6" diameter water mains as well as a 160 foot bore under M.S.H.D. No. 13, four 12,500 gallon storage tanks, two deep wells with submersible pumps, three high service pumps, two chlorination systems, one 1000 gallon pressure tank, two 525 gallon pressure tanks, and other necessary appurtenances, and 21 water meters.

R. H. "Bob" Connell Date 7/1/98
Bob Connell d/b/a WOODLAND MANOR
WATERCOMPANY

Seller

Stephen T. Fennema Date 7/9/98
Stephen T. Fennema

Mona L. Fennema Date 7-9-98
Mona L. Fennema

Buyer

EXHIBIT

B

PAGE

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OF 7

Exhibit C

List of Creditors

None

R. J. Bob Connell Date 7/9/98
Bob Connell d/b/a WOODLAND MANOR
WATERCOMPANY

Seller

Stephen T. Fennema Date 7/9/98
Stephen T. Fennema

Mona L. Fennema Date 7-9-98
Mona L. Fennema

Buyer

EXHIBIT B
PAGE 7 OF 7

STEVE & MONA FENNEMA
BALANCE SHEET
8-Aug-95

ASSETS

CASH ON HAND	
CHECKING-NATIONS	\$500.00
MONEY MARKET - EDWARD JONES	\$27,500.00
SAVINGS- NATION'S	\$3,250.00
SAVINGS-SOUTHWEST TEACHERS CREDIT UNION	\$81.00
IRA THROUGH JACKSON NATIONAL LIFE	\$855.00
IRA THROUGH FIDELITY SECURITY LIFE	\$4,119.00
EDWARD JONES - DAVIS FUND	\$1,400.00
EDWARD JONES - CD	\$10,000.00
PFS -COMMON SENSE GROWTH FUND - 926.812 SHARES	\$19,000.00
PYRAMID LIFE INS.-CASH VALUE	\$4,437.00

PERSONAL PROPERTY

1989 JEEP CHEROKEE	\$7,000.00
1983 CHEVY SUBURBAN	\$6,000.00
CUSHMAN GOLF CART	\$500.00
1 BOAT DOCK STALL	\$2,000.00
1/3 INTEREST IN KUBOTA TRCTOR	\$2,800.00
1979 DODGE VAN	\$500.00
THE ABOVE INSURED BY CAMERON MUTUAL	
SNAPON TOOLS	\$5,000.00

REAL ESTATE

LOT #1 NATURE TRAIL ESTATES WITH FRAME HOUSE (appraised value) AND FULL BASEMENT-BLUE EYE,MO	\$137,000.00
3/8 INTEREST LOT #2 NATURE TRAIL ESTATES	\$5,000.00
THE ABOVE INSURED BY CAMERON MUTUAL	
TIME SHARE AT KIMBERLING INN	\$800.00
LOTS 57-60 BLK 9 KIMBERLING COVE	\$12,000.00

BUSINESS INVESTMENTS

COMMON STOCK-TRI-LAKES HOUSEBOAT (142,857.13 SHARES)	\$3,850.00
PAID IN CAPITAL-TRI-LAKES HOUSEBOAT STOCKHOLDER'S BASIS	\$13,929.00
DOWNPAYMENT ON WELL INVESTMENT	\$ 14,000.00

TOTAL ASSETS\$281,521.00**LIABILITIES**

ACCOUNTS PAYABLE		
VISA & MASTER CARD (500.00 PER MO)	\$800.00	(APX)
MORTGAGE ON REAL ESTATE - GREAT SOUTHERN SAVINGS & LOAN		
30 YEAR LOAN @ \$21.00 PER MONTH	\$90,000.00	
30 YEARS REMAINING AS OF AUG 1998		
THE ABOVE INSURED BY PYRAMID LIFE INSURANCE WITH		
DECREASING TERM INSURANCE ON BOTH STEVE & MONA		
NOTE PAYABLE CAR LOAN- SOUTHWEST TEACHERS CREDIT UNION	\$2,983.00	
THE ABOVE INSURED WITH CAMERON MUTUAL		

TOTAL LIABILITIES\$93,783.00**NET WORTH**\$187,738.00**TOTAL LIABILITIES & NET WORTH**\$281,521.00"EXHIBIT C PAGE 1 OF 2

STEVE & MONA FENNEMA
FINANCIAL STATEMENTS 08/05/98
PAGE 2

I HAVE ENDORSED NOTES FOR OTHERS TO THE AMOUNT OF \$0.00

STEVE FENNEMA - EMPLOYER
FULL TIME - TRI-LAKES HOUSEBOAT - PRESIDENT

MONA FENNEMA - EMPLOYER
FULL TIME - TRI-LAKES HOUSEBOAT - SECRETARY/TREASURER
PART TIME - SUBSTITUTE TEACHER AT BLUE EYE HIGH SCHOOL

LIFE INSURANCE THROUGH PYRAMID LIFE INSURANCE

\$100,000.00 STEVE
\$30,000.00 TERM ON MONA
\$5,000.00 EACH CHILD

SIGNED



STEVE FENNEMA

08/05/98 SS# 513-52-3401

SIGNED



MONA FENNEMA

08/05/98 SS# 514-56-4108

EXHIBIT C

PAGE 2 OF 2

Steve Mona Foreman
d/b/a Woodland Water Company
Pro Forma
Income Statement
For Year Ending December 31, 1996

Revenue:	\$ 18,200.00 *
Expenses:	
Vehicle	\$ 1,200.00
Depreciation	\$ 1,300.00
Insurance	\$ 900.00
Legal & Professional	\$ 750.00
Repairs & Maintenance	\$ 3,800.00
Supplies	\$ 200.00
Utilities	\$ 4,100.00
Assessments	\$ 120.00
Postage	\$ 230.00
Storage	\$ 400.00
Telephone	\$ 300.00
Water Testing	\$ 1,200.00
Lab Fee	\$ 200.00
Contract Labor	\$ 2,400.00
Interest	\$ 2,900.00
Miscellaneous	\$ 400.00
Total Expenses	\$ 20,400.00
Net Income	\$ (2,200.00) *

Notes to Financial Statement:

- * Income is currently based on a flat monthly fee, revenue should increase when meters are read and actual usage is billed
Monthly billings will be mailed

NOTICE

TO: ALL WATER CUSTOMERS OF WOODLAND MANOR WATER COMPANY

Please take notice of the pending sale of WOODLAND MANOR WATER COMPANY to Stephen T. Fennema and Mona L. Fennema, HCR 1 Box 90A, Blue Eye, Missouri 65611. Such sale is contingent upon approval of the Missouri Public Service Commission. The customer monthly rates for water service after such sale will remain the same, with the Commission continuing to exercise jurisdiction, supervision and control. You may comment upon this sale by writing the Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102. Questions about future water service may be answered by contacting Stephen T. Fennema and Mona L. Fennema, HCR 1 Box 90A, Blue Eye, Missouri 65611.

Bob Connell d/b/a WOODLAND MANOR
WATER COMPANY
2 Woodland Manor, P.O. Box 151
Kimberling City, MO 65686

Stephen T. Fennema

Mona L. Fennema
HCR 1 Box 90A
Blue Eye, Missouri 65611
417-779-5105

EXHIBIT E

PAGE 1 OF 1



**Stone County Assessor
Allen R. Berkstresser**

P.O. Box 135
Galena, MO 65656-0135
Phone: (417) 357-6141 or (417) 357-6145



July 1, 1998

David L Rauch Secretary
Missouri Public Service Commission
P O Box 360
Jefferson City MO 65102

RE: Bob Connell d/b/a/ Woodland Manor Water Company

To Whom It May Concern:

The proposed sale of assets of the Woodland Manor Water Company to the Stephen T. Fennema and Mona L. Fennema, will not effect the tax revenue in Stone County, Missouri.

Very truly yours,

Allen R. Berkstresser
Stone County Assessor

ARB:ew

Copy: David N. Appleby
Attorney At Law
119 North Second Street
Post Office Box 138
Ozark MO 65721

EXHIBIT F
PAGE 1 OF 1

NOTICE

TO: ALL WATER CUSTOMERS OF WOODLAND MANOR WATER COMPANY

Please take notice of the pending sale of WOODLAND MANOR WATER COMPANY to Stephen T. Fennema and Mona L. Fennema, HCR 1 Box 90A, Blue Eye, Missouri 65611. Such sale is contingent upon approval of the Missouri Public Service Commission. The customer monthly rates for water service after such sale will remain the same, with the Commission continuing to exercise jurisdiction, supervision and control. Any interested party wishing to intervene in the case shall file an application with the Secretary of the Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102 no later than November 2, 1998 (with a copy of such application served upon David N. Appleby, Attorney at Law, P.O. Box 158, Ozark, Missouri 65721. Questions about future water service may be answered by contacting Stephen T. Fennema and Mona L. Fennema, HCR 1 Box 90A, Blue Eye, Missouri 65611.

Dated: 10/13/98



R. H. "Bob" Connell d/b/a WOODLAND MANOR
WATER COMPANY
2 Woodland Manor, P.O. Box 151
Kimberling City, MO 65686

581-2447 FAX

Woodland Water

PAGE 1 of 3

- Sandra Howell - P.O. Box 1183
- American Legion Post #637 P.O. Box 81
- Ralph Arnold #25 Woodland Ave
- Sherry Barker P.O. 1332
- Alvin Baughman #30 Woodland Ave
- Keith Baker P.O. 1343
- Bank of Kimberling City - P.O. 580
- Fisher Creek Center P.O. Box 468
- FRANK Bednarewicz P.O. Box 38
- Levy Bennett #7 Woodland ~~Street~~ Ave
- Wm. Bice 2535 Wildwood Rd.
- H. Bedwell RR 6 Box 1034
- David Bunch #10 Beach Blvd.
- Tom Bunch P.O. Box 76
- Chas. Caldwell P.O. Box 1292
- Hebra " #19 Beach Blvd.
- Jonna Catherman #1 Arrowhead Rd.
- Connell Bldg. P.O. Box 1840
- Larry Craig #21 Crestview
- Sharon Baker #5 Lakeview Tr.
- Bob Darling P.O. Box 1261
- Samantha Gutting #18 Fisher Crk. Tr.
- Ralph Jay #24 Woodland Ave
- Chris Donat #2 Lake Terrace
- Sue Downs #12 Beach Blvd.
- Donald Dyer #6 Lake Terrace
- ELKs Lodge P.O. Box 367
- Helvet Etkison #63 Lake Drive
- Robert Firk #16 Table Rock Ave.

Kimberling City ⁶⁵²⁸⁶

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Webb City, Mo. 64890

Kimberling City ⁶⁵²⁸⁶

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Springfield, Mo. 65804

Sikeston, Mo. 65560

Kimberling City, Mo. ⁶⁵²⁸⁶

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BRANSON Mo. ⁶⁵⁶¹⁶ ~~65286~~

Kimberling City, Mo. 65286

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" "B"

*EXHIBIT

PAGE 1 OF 3

Woodland Water

Wilbur Foulks	P.O. Box 813	Kimberling City, Mo. ⁶⁵¹
Ron Fuller	#20 Fisher Cef. Drive	" " " "
Maria Gerber	#18 Holiday Drive	" " " "
Robert Ginter	#9 Holiday Drive	" " " "
Terry Gooch	#9 Woodland Ave.	" " " "
Harold Gurwoll	#11 Table Rock Heights	" " " "
David Haeche	#34 Beach Blvd.	" " " "
Harter House	RT. HCR3 Box 10	" " " "
Janice Haynes	#14 Beach Blvd.	" " " "
Michael Heshey	#11 Holiday Drive	" " " "
Charance Henke	#11 Beach Blvd.	" " " "
Anne Jafferty	#31 Woodland Ave	" " " "
John Jason	3 A Lakeview Drive	" " " "
Robert Joanis	#26 Woodland Ave	" " " "
Kimberling City Hall	P.O. Box 370	" " " "
Kimberling Oaks Resort	#4 Vista Haven	" " " "
Raymond Knecht	P.O. Box 831	" " " "
Mathew Kirkey	" Box 85	" " " "
Marew KAREW	P.O. Box 698	" " " "
Stevw Lee	#23 Woodland Ave	" " " "
J. E. Lewis	#16 " "	" " " "
Elmer KuechTefeld	5458 Greentow Way	ST. Louis, Mo. 63128
Howard Meisse	#5 Holiday Drive	Kimberling City, Mo. ⁶⁵¹⁸⁶
Fred Michaelis	5132 Warren Rd.	Imperial, Mo. 63052
Pam Braudt	#8 Holiday Drive	Kimberling City, Mo. ⁶⁵¹⁸⁶
Billy Moody	#5 Woodland Ave	" " " "
David Mudd	#24 Woodland Ave	" " " "
Pat McDonald	P.O. Box 331	" " " "
Walter McFerron	#9 Arrowhead	" " " "

Woodland Water

Page 3-23

Allen Nicman	#14 Holiday Drive	Kimberling City,
Harrel Parson	P.O. Box 1325	" "
Bob Pfankuch	P.O. Box 216	" "
Kevin Hollinger	#5 Vista Haven	" "
Becci Jo Irem	#3 " "	" "
Wm. Scheppler	P.O. Box 523	" "
Woody Sharp	#17 Beach Blvd.	" "
Donald Shand	#25 Crestview	" "
Bill Short	P.O. Box 346	" "
Silverthorn Inv.	#1 Woodland Court	" "
Art Story	#19 Woodland Court	" "
Swanson Apts	P.O. Box 249	" "
Table Rock Chamber	P.O. Box 495	" "
Ray Teig	#43 Lake Drive	" "
Ruth Templeton	#9 Fisher Creek Drive	" "
Ario Tosso	#17 Woodland Ave	" "
Eugene Trumpler	#61 Lake Drive	" "
C. B. West	P.O. Box 705	" "
Carl Wirstorfer	#29 Crestview	" "
Herb Winters	#27 Beach Blvd	" "

These were sent out as per
your verbage & instructions
to above named & addresses.

10/5/98 R. H. Connell

EXHIBIT

B

PAGE

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