

AN ORDINANCE GRANTING CONSENT TO INNSBROOK UTILITIES, LLC TO USE THE ROADS, STREETS, EASEMENTS, AND OTHER RIGHTS OF WAY OF THE VILLAGE OF INNSBROOK FOR THE PURPOSE OF INSTALLING, EXTENDING, MAINTAINING, AND OPERATING A PUBLIC WATER SYSTEM AND A PUBLIC SEWER SYSTEM.

WHEREAS, Innsbrook Utilities, LLC has applied to the Village for written consent to use the roads, streets, easements, and other rights of way of the Village for the purpose of installing, extending, maintaining, and operating a public water system and a public sewer system, including in confirmation of all prior authorizations, and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village and its residents to grant such consent on the conditions herein stated,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, WARREN COUNTY, MISSOURI, AS FOLLOWS:

Section 1

Consent is hereby granted to Innsbrook Utilities, LLC and its successors and assigns to continue to use the roads, streets, easements, and other rights of way of the Village of Innsbrook for the purpose of installing, extending, maintaining, and operating a public water system and a public sewer system, subject to the supervision and regulation of the Missouri Public Service Commission, on the conditions herein stated.

Section 2

Such continued use of the roads, streets, easements, and other rights of way of the Village by Innsbrook Utilities, LLC shall not interfere with the public use of such roads and streets except in a reasonable manner during limited periods of construction, repair and maintenance.

Section 3

The Village reserves any and all authority to supervise and regulate such use of its roads, streets, easements, and other rights of way by Innsbrook Utilities, LLC, including but not limited to all authority reserved unto it pursuant to Sections 67.1830 et seq. of the Revised Statutes of the State of Missouri. The Village also reserves any and all taxing authority.

Section 4

Innsbrook Utilities, LLC shall fully indemnify, defend, and hold harmless the Village for any and all actions, claims, losses, suits, expenses, and damages to the extent arising from or related to any error, omission, negligence, mismanagement, or violation of law by Innsbrook Utilities, LLC.

Section 5


Exercise of the rights granted hereunder shall be deemed consent to the terms hereof by Innsbrook Utilities, LLC. The Village reserves the right to rescind the consent it has hereby granted upon two years advance written notice, to the extent authorized by law.

This Ordinance was passed and approved this 3rd day of July, 2007 by the Board of Trustees of the Village of Innsbrook after having been read by title or in full two times prior to passage.



Chairman

ATTEST:



Village Clerk