

**OSAWATOMIE CITY COUNCIL
AGENDA**

April 10, 2008

7:00 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Consent Agenda
Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action
 - A. Approve Minutes of March 13 and March 27 City Council Meetings
 - B. Approve April 10 Agenda
 - C. Appropriation Ordinances 08-05 & 08-06
5. Comments from the Public; Presentations
Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.
6. Public Hearings – none
7. Unfinished Business
 - A. Approve Real Estate Sales Contract for ETI (35790 Plum Creek Road)
 - B. Approve Documents to Finalize Joining KMIT
 - C. Approve Change Order No. 3 for Sewer Improvements Project
 - D. Approve Invoices for Sewer Improvement Grant
8. New Business
 - A. Election Results – Administer Oath of Office
 - B. Elect Council President and Vice President
 - C. Approve Official City Newspaper
 - D. Approve Official City Depositories
 - E. Proclamation – Arbor Day
 - F. Proclamation – Fair Housing Month
 - G. Appointments
9. Council Reports
10. Mayor’s Report
11. City Manager’s Report
12. Executive Session – none

*COUNCIL MEETING & WORK SESSION – April 24, 2008
Public Hearing 7:00 p.m. – Annexation*

REGULAR MEETING – May 8, 2008

Kranz of Kansas City \$19,729.00

Motion made by Walmann, seconded by LaDuex to approve the bid from Knapheide for \$18,617.00. Yeas: All.

BUILDING AT SEWER PLANT BID. Tabled until next meeting.

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatome, Kansas. March 13, 2008. The Council meeting was held in Memorial Hall. Mayor Dudley called the meeting to order at 7:00 p.m. Council members present were Dalton, Hunter, LaDuex, Maichel, McGee, and Walmann. Absent were Kaempfe and Klein. Also present were City Manager Glendening, City Attorney Wetzler, and City Clerk Elmquist. Visitors were Mike Firley, Ruby Law, Claude & Kathy Light, Dean Spears, Dewain & Linda Crouch, Monte Draper, Robert Kerr, Grady & Cinda Atwater, Greg Crouch, Tom & Linda Chancellor, Ben Maimer, Marty Gish, Brian Kingsley, Steve Coffelt, and Dustin Kass.

CONSENT AGENDA. Approval of the Minutes of February 14 and February 28 Meetings, approval of March 13 Agenda, and approval of Appropriation Ordinances 08-03 & 08-04, and approval of CDBG #06-PF-536 Pay Request No. 22. Motion made by Hunter, seconded by LaDuex to approve March 13 Agenda as amended, Appropriation Ordinances 08-03 & 08-04 and approve CDBG #06-PF-536 Pay Request No. 22. Yeas: All.

Approval of the Minutes of February 14 and February 28 Meetings. Motion made by Maichel, seconded by LaDuex to approve minutes as amended. Yeas: All.

Public Participation; Presentations:

A. KANSAS ASSISTING RECOVERY EFFORTS (KARE). Marty Gish explained that KARE (Kansas Assisting Recovery Efforts) has been providing support to those affected by the flood. Their services are free and provide confidential individual support, education/information, resource referrals, group support, public education, community support and networking, and development and distribution of educational materials. It is a partnership between FEMA and several other agencies. KARE will be in the community through July 2008.

B. BRIAN KINGSLEY WILL DISCUSS THE FOLLOWING ITEMS:

a. STREET IMPROVEMENT PROJECT BID RECOMMENDATION. Bids were opened March 6.

APAC	\$1,367,552.70
Bazin Excavation	\$1,302,223.70
D.F. Freeman	\$1,314,824.90
Killough Construction	\$1,498,158.95
Meadows Construction	\$1,427,690.85
Millers Paving & Construction	\$1,222,120.20

Kingsley then discussed the bids with the Council. He recommended Miller Paving and Construction LLC.

Linda Crouch, Plum Creek Properties and Country Vintage Inn, and lives at 37265 Plum Creek Road said she was very disappointed in the City Manager. Received letter saying that the hotel parking lot needed to be paved. Said the parking lot was not a part of the Neighborhood Revitalization Program and that the City Manager was singling out one business. Asked why this wasn't addressed earlier, they signed up for it five years ago. Informed the Council that Country Vintage Inn would be closing Monday.

John Kline arrived during Linda Crouch's grievance.

Greg Crouch, 37570 Plum Creek Road, said that the Council needs to consider that the City Manager was being charged with discrimination and malicious prosecution. Said he had convinced his parents to sell the motel. On July 5, 2007 the hotel was supposed to be sold but the flood was July 1 and the buyer backed out. It is going to cost \$100,000 to \$150,000 for paving.

City Manager Glendening said that there were three options in regard to the parking lot. It could be paved, could apply to the Planning Commission and Council for phasing, or could request to be dropped from the program.

Mike Firley, 937 Brown, said that most unattractive is City property. Rebar showing in streets, etc. Talked to Steve Benner about how the closing of the hotel would affect The Whistle Stop Cafe. The City is going to lose a huge chunk of money.

Claude Light, 425 6th and Grand Loft, has an interest in all the town. Interested also in the general direction town is being led to. What City Manager has done has improved the town. The City has rules. Believes Glendening is the best City Manager. This needs to come to a resolution.

B. KINGSLEY'S PRESENTATIONS – continued.

a. Public Works Director Steve Coffelt has said he would do the inspection of the streets and BG Consultants has an inspector in town already involved with the sewer improvements. There is between \$400,000 and \$500,000 remaining from the street temporary notes as the bids were under the engineers estimated cost. Could devote to those streets that were proposed for the next street improvement project.

b. SEWER PROJECT UPDATE. Went through and discussed another change order that included value engineering. One of the common items was changing sections from open cut to cured-in-place pipe point repairs. The contractor is running into a lot of 6” service lines rather than 4” service lines and would like paid for the 6” lines. Also there are some sections changing from pipe bursting to open cut. The contract gives two options for point repairs. Can ask for a lump sum from the contractor or use time and materials; will use time and materials. There are a few things also being done to help the City in some difficult situations.

c. KDOT TE & STREETSCAPE. Kingsley said that this was not a grant, it is a KDOT reimbursement. The City would have to pay 20% of the construction costs. It is a competitive process and there is less money than a few years ago. Applicants have been showing 70/30 to show their city was very committed to get funded. Kingsley would want to get to know the stakeholders.

Public Hearings: None

Unfinished Business:

AWARD BID ON SEWER BUILDING. The following bids were received:

Dave Alexander	\$18,541.54
Cleary Building Corp.	\$13,999.00
Diversified Construction	\$10,385.00
ESH Quality Structures	\$10,670.00

There was discussion that the building should be built right. Consensus was to spend between \$3,500 and \$4,000 to do the foundation and floor. Motion made by LaDuex, seconded by Hunter to accept the bid from Diversified Construction for \$10,385. Yeas: All.

New Business:

APPOINTMENTS.

Library Board Tammy Walmann

Motion made by Maichel, seconded by LaDuex to approve the appointment. Yeas: All.

AWARD BID ON STREET IMPROVEMENT PROJECT. Motion made by Maichel, seconded by LaDuex to award the bid to Miller’s Paving & Construction for \$1,222,120.20, not to include Oscar Street. Yeas: All.

COUNCIL ACTION FOR CITY MANAGER’S REQUEST. City Manager Glendening has formally requested permission to serve on the Chamber of Commerce Board of Directors. Motion made by Maichel, seconded by LaDuex to allow City Manager Glendening to serve on the Chamber Board of Directors. Yeas: All.

Council Members’ Concerns/Issues:

Maichel: In hospital for a few days and received calls. As this was the last meeting before the elections said she has missed only a few meetings. The City is working toward the future. Has learned so much. It has been a privilege and honor to work with Bret and the Council.

Klein: Hates when people have a disagreement. Looked like everybody trying to move forward. Hoped with savings from tax break that the Crouch's do what they signed. Liked what Light had to say; it was positive. Best City Manager and smartest. Hates seeing him and the Crouch's going back and forth.

Dalton: A vital citizen of the community passed away. Dick Booe, a retired teacher, suffered from cancer. Conveyed the Council's condolences to the family.

Hunter: A local person stopped him on his walk through downtown whom he had received a complaint about a month ago. Thanked Hunter for it being taken care of. Also wanted to thank the Council as he liked the process/steps the Council was going. The Tourism Committee will be having railroad days April 19. March 29 is the next concert.

McGee: Very difficult meeting; so hard to be on the other side of the table. Has been in the military and is now a project manager. This has been the hardest job she's had. Thrilled everybody on this side is working together. Hope the Council can move forward together in a positive way.

Mayor's Report:

Introduced the *Osawatome Graphic's* new editor Dustin Kass.

Street Project. Former Mayor Chic Heckart once told him that the City didn't have enough money to fix all the problems. Recently received a comment from retired Public Works Director Marion Maxwell last year. Asked how the Council was finally getting rid of the brick streets. Glad there is a new vision for the community.

The Mayor's for Meals day is March 19. Looking for volunteers to help the Senior Center deliver meals to those people that can't get out of their house. If interested, contact the Senior Center.

Unfortunately not everyone agrees 100% of the time. Made an offer that he would be happy to listen to the Crouch's concerns. Doesn't know every single fact of the case. Perhaps a solution can be worked out.

City Manager's Report:

Final Flood Cleanup. The time for property owners to file a plan to rehabilitate their property or bring it into compliance has passed. Approximately five citations were issued for nuisance violations and two citations were issued for zoning violations.

Levee Repair and Upgrade. The Army Corps of Engineers received the go ahead to proceed with the project. They have agreed to where the City is getting the dirt.

City Zoning Maps and Zoning Regulations. Last week received notification that the City's new flood insurance rate maps were approved. Recommended adopting the floodplain management regulations provided by FEMA and the Kansas Department of Agriculture instead of making required minor changes to the City's current regulations.

Northland. Received the proposals for design services; more expensive than anticipated. Will go to the respondents and request them to fine tune their proposals. Has three meetings with prospects scheduled.

Building Inspection Department. Ed Bridges passed his ICC inspectors test. Congratulated him for passing, without prior building experience, the general contractor's test and the inspector's test after only starting to study three to four months ago.

Felt compelled to address in part some of the issues brought up. After the flood, had the great single-wide trailer controversy. Several individuals were upset about. Feels the City has done quite a bit to give the flood victims as much leeway and assistance as possible. The fact that someone was a flood victim, or the fact that they have a business in town, does not exempt from the rules of the program they agreed to follow when they signed up to participate in the program. Has heard from a number of individuals that there were people running around town saying that he needed to be run out of town, he was bad for business. Took great personal offense as he felt he has done nothing but bend over backwards to try to move this community forward. He did not make the decision to shut down the motel.

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Osawatome, Kansas. March 27, 2008. The Council meeting was held in Memorial Hall. Mayor Dudley called the meeting to order at 7:32 p.m. Council members present were Dalton, Hunter, Kaempfe, Klein, LaDuex, McGee and Walmann. Absent was Maichel. Also present were City Attorney Wetzler and City Clerk Elmquist. Visitors were Mike Firley, Ruby Law, Jerry McKenzie, Robert Kerr, Grady Atwater, and Dustin Kass.

APPROVAL OF AGENDA. Added an executive session. Motion made by Hunter, seconded by LaDuex to approve the agenda as amended. Yeas: All.

APPROVE ENGINEERING INSPECTION AGREEMENT FOR STREET PROJECT. Motion made by LaDuex, seconded by Hunter to authorize the Mayor to sign the agreement. Yeas: All.

APPROVE STREETS TO BE REPLACED. Motion made by LaDuex, seconded by Walmann to use the excess money from the Street Project to follow staff recommendation of beginning with 11th Street and work way east with 10th, 9th, and 8th streets, generally between Main and Walnut, being repaired as money allows. Yeas: All.

CONSIDER/APPROVE MOVING CITY'S WORKERS' COMPENSATION INSURANCE FROM EMC TO KMIT. The City's current provider has a \$1,000 deductible per claim. The Kansas Municipal Insurance Trust is a group funded workers' compensation pool that is managed by the League of Kansas Municipalities which emphasizes workplace safety from the top down. EMC 's renewal premium is \$63,805. KMIT's quote is \$68,255 with no deductible. Motion made by LaDuex, seconded by Dalton to allow City Manager to move workers' compensation from EMC to KMIT. Yeas: All.

EXECUTIVE SESSION. Motion made by LaDuex, seconded by Walmann at 7:35 p.m. to recess into executive session for consultation with City Attorney which would be deemed privileged in the attorney-client relationship for a period of 10 minutes. The City Attorney and City Clerk were present. Meeting reconvened at 7:45 p.m. No action taken.

Motion made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

Ann Elmquist, City Clerk

Record of Ordinances

ORDINANCE NO. 8-05

DATE WARRANTS ISSUED:
March 31, 2008

Page No. 1

AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Payroll 03/14/08			82,344.75
Payroll 03/28/08			82,958.14
FICA 03/14/08			6,090.92
FICA 03/28/08			6,137.74
KPERS			8,633.31
Crawford Sales	Budweiser	30879	118.45
LDF Sales	Miller Lite	30880	96.60
Aetna	health insurance	30973	27,462.22
Delta Dental	dental insurance	30974	3,020.71
The Home Depot	paint	30975	30.09
Kansas City Wilbert Vault	grave opening	30976	1,600.00
Suddenlink	internet	30977	59.95
Vision Service Plan	vision insurance	30978	838.62
Yamaha	golf cart rental	30979	1,020.00
City of Osawatomie	utilities	30980	9,970.22
KMEA - SWPA	hydroelectric	30981	3,827.69
L & K Services	refuse	30982	28,967.99
New Horizon Farm & Home Co-op	fuel	30983	7,670.70
Suddenlink	internet	30984	138.85
Kansas Gas Service	service	30985	105.01
Crawford Sales	Budweiser	30986	114.50
AT&T	RTU's	30987	215.44
Kansas Dept of Revenue	sales tax	30988	9,588.60
Kansas Gas Service	power plant	30989	24.52
Chris Klein	reimb for electric meter	30990	500.00
Siemens Water Technologies Corp.	replaced water tank	30991	7,955.00
Visa	lodging - Hurlock	30992	173.10
CIT Technology	copier lease	30993	315.28
EMBARQ	RTU's	30994	236.56
First Option Bank	bucket truck	30995	1,798.99
John Deere Credit	equipment lease	30996	2,043.12
Kansas City Power & Light	services	30997	879.51
Kansas Gas Service	services	30998	12,514.29
KMEA - Nearman	electricity	30999	58,886.26
OfficeWorld	ledger book	31000	127.99
Sprint	service	31001	23.19
Suddenlink	internet	31002	59.95
T-Mobile	cell phones	31003	323.89
RFG	electric dog collar - Bruno	31004	252.34
Dollar General	paper goods, cleaning supplies	31005	123.87

Record of Ordinances

ORDINANCE NO. 8-06

DATE WARRANTS ISSUED:
April 10, 2008

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Airgas Mid South, Inc.	oxygen cylinder	31016	67.94
BG Consultants, Inc.	street improvements	31017	3,323.93
Board of Police Commissioners	alert system user charges	31018	32.23
Brenntag	chemicals	31019	6,269.67
Brewers Automotive Repair	batteries	31020	245.85
Void		31021	-
Void		31022	-
Void		31023	-
Brown's Hardware	supplies	31024	395.02
C&D Services, LLC	portable restrooms	31025	140.00
C&G Merchants Supply, Inc.	snack food - Bogey's	31026	415.22
Carrot-Top Industries, Inc.	flags	31027	595.33
Certifion Corporation	entersect police online	31028	79.00
Champion Brands, LLC	oil, supplies	31029	482.98
Coleman Equipment, Inc.	parts	31030	72.22
Comet Industrial Products	generator maintenance	31031	873.00
Community Wholesale Tire, Inc.	tires	31032	133.82
Copy Products, Inc.	copier overage	31033	581.67
Days Inn Junction City	lodging - Beach	31034	866.25
Discover Mid-America	ad - Railroad Day	31035	183.00
Electronically Speaking	batteries, SD card, supplies	31036	91.35
Elliott Insurance Inc.	Dodge, dump truck	31037	105.00
Ellis Law Office	court appointed attorney	31038	15.00
Environmental Laboratories, Inc.	analytical service	31039	459.00
Evco Wholesale Food Corp.	hot dogs, supplies - Bogey's	31040	117.71
Family Center	parts, dog food	31041	201.05
First Place Trophies	new frame for names - Auditorium	31042	320.00
Five A Farm & Lawn, LLC	chain saw chains	31043	62.82
Galls	brass collar letters	31044	88.47
Gerken Rental	portable restroom	31045	68.00
GNC Enterprises, Inc.	oil, supplies	31046	130.00
Goodyear Wholesale Tire Centers	tires	31047	94.48
Grainger	lamps	31048	192.26
Hach Company	chlorine reagent set	31049	895.34
Hajoca Olathe	water line parts	31050	95.02
Hanes Florist & Greenhouse	flowers - Booe	31051	40.00
Helena Chemical Co.	pesticide, fertilizer	31052	1,595.00
Heritage Tractor, Inc.	thermostats, gasket	31053	78.00
Hertz	paint	31054	159.26
Holman Hansen & Colville, P.C.	City Prosecutor	31055	3,798.89

Record of Ordinances

DATE WARRANTS ISSUED:
April 10, 2008

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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
ICC	registration - Lora codes	31056	510.00
Inland Truck Parts Company	transmission	31057	800.00
Kansas Electric Coop, Inc.	safety meeting	31058	1,300.00
Kansas Rural Water Assoc.	repair CCR report	31059	50.00
Kansas State Treasurer	training funds	31060	809.00
Kincaid Ready Mix	concrete	31061	1,528.75
KS Municipal Energy Agency	membership dues	31062	843.00
Kriz-Davis Co.	electric line supplies	31063	402.06
Kansas Federal Surplus Property	tools, office supplies	31064	172.00
Kansas State Surplus Property	computer, office furniture	31065	395.00
Kustom Signals, Inc.	repaired radar unit	31066	112.50
League of Kansas Municipalities	codification - 1st draft	31067	2,000.00
Matco Tools	shop tools	31068	74.15
J.C. McCaskey	repair typewriter	31069	50.00
Mi. County Internet Onramp, Inc.	internet	31070	19.95
Miami County Sheriff's Office	prisoner care	31071	1,200.00
Miami Lumber, Inc.	lumber, supplies	31072	509.19
Mid-States Energy Works	repaired switch	31073	720.59
Midwest Pump & Control, Inc.	install meter - Golf Course	31074	1,714.85
Moon's IGA	paper goods, cleaner, supplies	31075	163.05
Navrat's Office Products	paper	31076	73.98
Navrat's	AP checks, payroll checks	31077	739.12
New Century	handle	31078	29.96
Newark	plug in relay	31079	379.03
NPG Newspapers, Inc.	ads, affidavits	31080	135.78
Oil Patch Pump & Supply, Inc.	supplies	31081	69.61
Olathe Winwater Works	sewer die	31082	108.00
OMB's Express Police Supply	shirts, trousers, supplies	31083	292.91
Osawatomie Pet Clinic	euthasol, ketaset, supplies	31084	235.94
Pace Analytical	analytical service	31085	70.00
Pepsi Cola	pepsi products - Golf Course	31086	337.82
Praxair Distribution, Inc.	oxygen cylinder	31087	139.81
Protective Equipment Testing Lab	tested gloves	31088	53.63
Quill	office supplies	31089	237.03
R&R Products, Inc.	trash container, overhaul kit	31090	327.45
Rawhide Golf Ball Company	range balls	31091	461.78
Rivera Police Canine	training	31092	1,000.00
G.S. Robins, and Company	polymer, alum	31093	13,768.33
Rural Water District #1	services	31094	94.44
Schendel Pest Control	pest control	31095	392.46
Void		31096	-
Schull's Home & Auto	supplies	31097	133.44
Glen E. Sharp, II	court appointed attorney	31098	150.00
Stanion Wholesale Electric Co.	electric line supplies	31099	1,616.36
Supreme Turf Products, Inc.	gasket	31100	40.41



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: *CITY OF OSAWATOMIE*
 BUYER/TENANT:
 PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: *35790 PLUM CREEK RD, OSAWATOMIE, KS 66064*
 DATE OF CONTRACT:

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- N/A-Seller(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- N/A, Buyer(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
<i>[Signature]</i>			
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE



COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT SELLER/LANDLORD AGREEMENT

DATE of this Contract: _____, 20____

The undersigned SELLER/LANDLORD and BROKER hereby agree that the property described below (the "Property") is listed for sale/lease by SELLER/LANDLORD with BROKER, and that BROKER shall have the sole and exclusive right to sell/lease the Property for a period beginning with the date of this Contract and ending on _____

1. THE PROPERTY.

a. Legal Description: *LOT 1 BECKY BALDWIN PARS SUBD*

or, as described on the attached Exhibit A.

b. Property Address, City, County, State, Zip: *35790 PLUM CREEK RD, OSAWATOMIE, KS 66064*

c. Property Description: *3 ACRES, WAREHOUSE, OFFICE COMBINATION*

2. TERMS AND CONDITIONS OF SALE/LEASE.

a. Sale Price: \$ *250,000*

b. Rental Rate: \$ _____ Per _____ on _____ basis.

(Full Service, Gross, Net, Other _____)

c. Terms and other conditions: _____

3. COMPENSATION TO BROKER.

SELLER/LANDLORD agrees to pay BROKER a commission of:

a. If a sale: _____ percent (*6* %) of the final sale price of the Property (the "Commission"). Closing agents hereby have the authority to pay such commission in the form of cash, a cashier's check or other forms acceptable to Broker at the Closing of the sale.

SELLER further agrees to pay BROKER the above described commission if the Property is sold by SELLER or any other party during the term of this Contract, or within (*90*) days after the expiration date of this Contract to any party to whom the Property was submitted and whose name was disclosed to SELLER by BROKER, in writing, within (*10*) days after the expiration of this Contract. SELLER further agrees to exclude such buyers from any subsequent "Right To Sell/Lease Agreements" with any other broker for a period of _____ days from the date of the expiration of this Contract.

b. If a lease: _____ percent (_____ %) of the total value of the lease (the "Commission") upon _____.

LANDLORD further agrees to pay BROKER the above described commission if the Property is leased by LANDLORD or any other party during the term of this Contract, or if the Property is leased within _____ days after the expiration of this Contract to any party to whom the Property was submitted and whose name was disclosed to LANDLORD by BROKER, in writing, within (_____) days after the expiration of this Contract, or if the Property is transferred by reason of condemnation or threat thereof during the term of this Contract. In the event the Property is sold during the term of any lease for which commissions are payable hereunder, LANDLORD agrees that the terms of such sale shall include the assumption by the purchaser of LANDLORD'S obligation to pay commissions hereunder. LANDLORD further agrees to exclude such tenants from any subsequent "Right To Sell /Lease Agreements" with any other broker for a period of (_____) days from the date of the expiration of this Contract.

Commission shall also be paid by LANDLORD to BROKER on all amounts paid to LANDLORD under any extensions and/or renewals of the lease term and for enlargement or substitution of the leased premises, when such occurs. If the Property is sold to tenant or related party during the tenant's occupancy or within (_____) days after termination, LANDLORD shall pay to BROKER an additional commission of _____ percent (_____ %) of the sale price, but will credit against such additional commission the amount of lease commissions previously paid, but unamortized, to BROKER by LANDLORD. LANDLORD'S obligation to pay the above described commission shall survive the expiration of this Contract. In the event a deposit is made on a sale or lease contract and is then forfeited, one-half of the deposit shall be paid to BROKER, but said payment shall not be in excess of the fee to which BROKER otherwise would have been entitled to receive.

4. SELLER/LANDLORD'S OBLIGATIONS. SELLER/LANDLORD agrees to refer all inquiries and prospects SELLER/LANDLORD may receive, directly or indirectly, to BROKER, and SELLER/LANDLORD hereby gives permission to BROKER to enter the Property at reasonable times to show it to prospects.

5. BROKER AGREES TO:

53 (a) Perform the terms of this Contract, exercise reasonable skill and care for SELLER/LANDLORD, and promote the interests of
54 SELLER/LANDLORD with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker, or as a disclosed dual
55 agent (*Missouri only*).

56 (b) Seek a price and terms acceptable to SELLER/LANDLORD.

57 (c) Present all written offers, counteroffers, and back-up offers in a timely manner. BROKER shall not be obligated to continue to
58 market the Property or present subsequent offers after an offer has been accepted by SELLER/LANDLORD unless the sales
59 Contract permits SELLER/LANDLORD to continue to market the Property and consider other offers until Closing.
60 **Notwithstanding the above, if the Property is in Missouri, all written offers MUST be presented regardless of whether the**
61 **Property is subject to a sales contract or not.**

62 (d) Disclose to SELLER/LANDLORD all adverse material facts actually known (or should have known, in Missouri) by Broker
63 about Buyer.

64 (e) Disclose to SELLER/LANDLORD any facts known by BROKER which are omitted from or contradict any information included
65 in a written report prepared by a qualified third party.

66 (f) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil
67 rights statutes and rules and regulations.

68 (g) Keep all information about SELLER/LANDLORD confidential unless: disclosure is authorized under this Contract; disclosure is
69 required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary
70 under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding
71 or before a professional committee.

72 (h) Disclose to any Buyer all adverse material facts actually known (or should have known, in Missouri) by BROKER including but
73 not limited to environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto,
74 and any material limitation on SELLER'S/LANDLORD'S ability to perform under the terms of a sales Contract.

75 (i) Assist with the Closing of the sale of the Property.

76 (j) Account in a timely manner for all money and property received.

77
78 **6. BROKER'S RIGHT TO PLACE SIGNAGE.** SELLER/LANDLORD agrees that BROKER may, during the term of this Contract,
79 place a "For Sale" or "For Lease" sign on the Property through the closing of the sale or commencement of the lease.

80
81 **7. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests SELLER/LANDLORD seek legal, tax, and other professional
82 advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the advisability of any
83 transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition,
84 hazardous material, engineering, or other specialized topics. SELLER/LANDLORD is encouraged to seek expert help in such
85 areas. BROKER will cooperate with experts engaged by SELLER/LANDLORD, but BROKER shall have no liability to SELLER
86 pertaining to such matters.

87
88 **8. BROKERAGE RELATIONSHIP DISCLOSURE.** SELLER/LANDLORD understands and agrees that BROKER can show the
89 Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage relationship.
90 BROKER shall notify SELLER/LANDLORD and Buyer of BROKER'S intention to represent both of them (Disclosed Dual Agency is
91 available only in Missouri), to represent neither but to assist both the Buyer and SELLER/LANDLORD (Transaction Brokerage is
92 available in both Kansas and Missouri), or designate an agent for the Buyer and another to represent SELLER/LANDLORD
93 (Designated Agency is available in both Kansas and Missouri). SELLER/LANDLORD also understands and agrees that as part of
94 the marketing of the Property, BROKER will be showing Buyers properties other than the Property and providing Buyers with
95 information on selling prices in the area. SELLER/LANDLORD understands that BROKER may show alternative properties not
96 owned by SELLER/LANDLORD to prospects and may list competing properties for sale without breaching any duty or obligation to
97 SELLER.

- 98 • **Transaction Broker.** (Kansas and Missouri). SELLER/LANDLORD acknowledges that BROKER may have Buyer
99 clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes
100 interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and
101 SELLER/LANDLORD in the same transaction. Unless designated agents have been appointed as provided below, this
102 representation would constitute a dual agency (*Missouri only*). With the informed consent of both SELLER/LANDLORD
103 and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties
104 with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker
105 has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise
106 reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and
107 counteroffers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of
108 intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice
109 as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of
110 such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction
111 any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in
112 complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be
113 liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker
114 without the informed consent of the party or parties disclosing such information to the BROKER: that a Buyer is willing to
115 pay more than the Purchase Price offered for the Property; that a SELLER/LANDLORD is willing to accept less than the
116 asking price for the Property; what the motivating factors are for any party buying, selling or leasing the property; that the
117 SELLER/LANDLORD or a Buyer will agree to financing terms other than those offered; any confidential information about
118 the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose

- 119 such information would constitute fraud or dishonest dealing. (A separate Transaction Broker Amendment must be
 120 signed by all parties when this arrangement is used.)
- 121 • **Sub-Agency.** A sub-agent is the agent of an agent. A sub-agent owes the same obligations and responsibilities as the
 122 agent.
 - 123 • **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER to represent
 124 them in connection with the acquisition of property. If a Buyer represented by BROKER becomes interested in making an
 125 offer on the Property, BROKER is in the position of representing both SELLER/LANDLORD and the Buyer in that
 126 transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the
 127 listing agent is also the selling agent. A Dual Agent shall be a limited agent for both the SELLER/LANDLORD and a Buyer
 128 and shall have the duties of a SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one
 129 client that the licensee gains from the other client if the information is material to the transaction unless it is confidential
 130 information that has not been made public or becomes public by the words or conduct of the client to whom the
 131 information pertains or by a source other than the licensee. A Dual Agent may not disclose, without the consent of the
 132 client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for the
 133 property; that SELLER/LANDLORD is willing to accept less than the asking price for the property; what the motivating
 134 factors are for any client, buying or selling the Property; that a client will agree to financing terms other than those offered
 135 and/or the terms of any prior offers or counter offers made by any party. A dual Agent shall not disclose to other client
 136 any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure
 137 to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate
 138 licensee against an action of wrongful conduct in any administrative or judicial procedure or before a professional
 139 committee. A separate Disclosed Dual Agency Amendment must be signed by the SELLER/LANDLORD and the Buyer
 140 when this form of agency is used.
 - 141 • **Designated Agency. (Kansas and Missouri).** A Designated Agent is a licensee affiliated with BROKER who has been
 142 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by
 143 BROKER or a seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a
 144 Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri.
 145 A Designated Seller's Agent will perform all of the duties of a Seller's Agent.

146 If a Designated Agent is appointed to represent SELLER/LANDLORD, SELLER/LANDLORD understands and agrees that:

147 (1) The Designated Agent will perform all of the duties of a SELLER'S/LANDLORD'S Agent and will be SELLER'S/LANDLORD'S
 148 legal agent to the exclusion of all other licensees affiliated with BROKER.

149 (2) Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the Property.

150 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests
 151 of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party
 152 which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an
 153 affiliated licensee to act in the transaction as a Transaction Broker.

154 (4) If the Designated Agent for SELLER/LANDLORD is also the Designated Agent of a Buyer who is interested in purchasing the
 155 Property, the Designated Agent cannot represent both SELLER/LANDLORD and Buyer. With the informed consent of both the
 156 SELLER/LANDLORD and Buyer, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate
 157 transaction without being an agent or advocate for the interests of either party.

158 (5) If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the
 159 supervising broker, the supervising broker, with the written consent of SELLER/LANDLORD, may specifically designate an
 160 affiliated licensee who will act as the Designated Agent for SELLER/LANDLORD.

161 **Appointment of Designated Agent:** BROKER or BROKER'S authorized representative hereby designates _____ to act as a
 162 Designated Agent on SELLER'S/LANDLORD'S behalf. (BROKER'S signature required in Missouri)

163 _____
 164 SELLER/LANDLORD consents to the above-named Designated Agent acting as SELLER'S/LANDLORD'S Designated Agent or as
 165 a Transaction Broker or Disclosed Dual Agent (Missouri Only) if such Designated Agent is also the Designated Agent for the Buyer,
 166 subject to both SELLER/LANDLORD and Buyer signing a Transaction Broker Amendment or Disclosed Dual Agency Amendment
 167 (Available in Missouri Only) with BROKER, which must be signed by SELLER/LANDLORD prior to signing the Contract and a
 168 Buyer prior to writing an offer to purchase the Property.

- 169 **9. BROKERAGE RELATIONSHIPS CONFIRMATION:** *Unless otherwise provided herein, the SELLER/LANDLORD*
 170 *authorizes the designated broker to cooperate with and compensate other designated brokers*
- 171 Yes No SELLER/LANDLORD consents to Seller Agency.
- 172 Yes No SELLER/LANDLORD consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker
 173 Addendum.
- 174 Yes No SELLER/LANDLORD consents to a Designated Agency relationship. (In Kansas, Supervising Broker acts as a
 175 Transaction Broker)
- 176 Yes No SELLER/LANDLORD consents to the appointment of a Designated Agent for a Buyer in sale of the
 177 SELLER'S/LANDLORD'S Property. (In Kansas, Supervising Broker acts as a Transaction Broker)
- 178 Yes No SELLER/LANDLORD consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual Agency
 179 Agreement. (Missouri Only)
- 180 Yes No SELLER/LANDLORD consents to Sub agency.

183 10. SELLER/LANDLORD hereby states and affirms that, SELLER/LANDLORD has good and marketable title to the Property,
184 and to the best of SELLER'S/LANDLORD'S actual knowledge, and except as otherwise specified below that SELLER/LANDLORD
185 has good and marketable title to the Property; there are no material, physical, structural, or mechanical defects in the Property; and
186 there are no hazardous substances, pollutants, or contaminants on the Property, the presence or disposal of which is subject to
187 federal, state or local environmental regulation, nor is there any equipment, storage tank, container, or structural element on the
188 Property that contains or utilizes, and has released or could release, any such hazardous substance, pollutant or contaminant into
189 the environment or the interior of any building on the Property.

190
191 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT
192 BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE
193 SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY
194 AUTHORIZED TO EXECUTE THIS CONTRACT.
195

BROKER:			SELLER/LANDLORD:		
By: <u>CENTURY 21 POOL REALTY</u>	Date		By: _____	Date	
Name & Title:			Name & Title:		
By: <u>Kenneth J. Anthony, SALUS ASSOC.</u>	Date		By: _____	Date	
Name & Title:			Name & Title:		
Address: _____	Address: _____				
Street	Street				
City	State	Zip	City	State	Zip
Telephone #:			Telephone #:		
TAX ID #			TAX ID #		

196
197 **FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT**
198

Listing Broker:	Telephone #:
Listing Agent:	Telephone #:
Selling Broker:	Telephone #:
Selling Agent:	Telephone #:
Escrow Agent:	Telephone #:
Closing Agent:	Telephone #:

199
Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2007. Last revised 05/06. All previous versions of this document may no longer be valid.

Layers

- City Limits
- Roads
- Parcels 
- Fontana Cemetery
- Green Valley Cemetery
- Schools
- Subdivisions
- Lakes
- Water
- Flood Zones
- Tax Units
- School Districts
- EMS Districts
- Fire Districts
- Water Districts
- Zoning
- Soils

 Map  Search  Comp Search  Results  Comp Results  Parcel Report



 **Summary**

Parcel ID 175150000013020
Property Address 35790 PLUM CREEK RD
Brief Tax Description LT 1 BECKY BALDWIN PARK SUBD
 (Note: Not to be used on legal documents)
Lot Size(FT) 279.8 X 466
Acreage 3
Land Use Warehouse - Office Combination
Zoning N/A
Lot Block Subdivision - BECKY BALDWIN PARK
S-T-R 15-18-22
Deed Book & Page 2007 - 5929; 0508 - 0333;
Neighborhood 0100
Neighborhood Descr 139-30, 148-33, 160's 170's, 233-07 240's 250's



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 **Commercial Information**

Card 01
Business Name VACANT
Year Built 1981
Land Use Warehouse - Office Combination
Class CU
Units 0
Living Units 0
Str Type Other Industrial Uses N.E.C.
Commercial Use MULTI-USE OFFICE: Floor(s) 01 to 01
 MULTI-USE OFFICE: Floor(s) 02 to 02
 MULTI-USE STORAGE: Floor(s) 01 to 01

 **Other Buildings**

Card 01
 SH2: 020X0024
 PC1: 00000961 SF
 LT1: 00000001 SF

 **Valuation**

	2007 Valuation
	Appraised Value
CU Land	\$23,630
CU Buildings	\$185,350
Net Taxable	\$208,980

 **Tax History**

2007 Tax Amount	\$7,589.88
2006 Tax Amount	\$7,351.40

 **Photos**



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RESOLUTION NO. _____

_____, **STATE OF KANSAS**

WHEREAS, the Governing Body of _____, has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, to participate in and form a group-funded pool for workers compensation coverage; and

WHEREAS, the _____ has reviewed an agreement to cooperate with other municipalities to form such group-funded pool entitled Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE _____ OF THE ABOVE STATED MUNICIPALITY THAT:

1. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference into this Resolution, is hereby approved.

2. The Mayor is hereby authorized and directed to sign the Agreement on behalf of the municipality.

3. Neither this Resolution nor the Agreement approved hereby is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the League, its offices or employees, by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act or amendments thereto. Furthermore, neither this Resolution or the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Workers Compensation Act, K.S.A. 44-501 et seq., or amendments thereto.

4. The municipality understands and further by execution of this Resolution and the Agreement agrees that it will comply with the requirements of the Workers Compensation Act and amendments thereto and further understands that in accordance with the BYLAWS AND INTERLOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATION MAY BE SUBJECT TO ASSESSMENT OF ADDITIONAL CONTRIBUTIONS UNDER THE CIRCUMSTANCES DESCRIBED IN THE AGREEMENT.

5. One copy of the signed Agreement shall be mailed to the Executive Director of the League of Kansas Municipalities along with a copy of this Resolution, one copy of the signed Agreement shall be filed with the County Register of Deeds, and one copy of the signed Agreement shall be filed with the Secretary of State of the State of Kansas.

The foregoing Resolution was adopted by a majority vote of the Governing Body of the above-named municipality, State of Kansas, on this ____ day of _____, 200__.

Mayor

ATTEST:

City Clerk

**BYLAWS AND INTERLOCAL COOPERATION AGREEMENT
FOR THE
KANSAS MUNICIPAL INSURANCE TRUST**

In consideration of the mutual covenants contained herein, this interlocal cooperation Agreement is made and entered into by and among Kansas municipalities which execute this Agreement and become members of the Kansas Municipal Insurance Trust, each of which hereby agrees to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement.

ARTICLE 1. Authority.

- 1.1 The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, authorize this Agreement and the powers commonly held and to be jointly exercised by Kansas municipalities which become members of the Kansas Municipal Insurance Trust.

ARTICLE 2. Definitions.

As used in this Agreement, the following terms shall have the meaning hereinafter set out:

- 2.1 Act. The Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended from time to time.
- 2.2 Administrator. League of Kansas Municipalities.
- 2.3 Agreement. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.4 Board of Trustees or Board. The Board of Trustees of the Trust.
- 2.5 Bylaws. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust.
- 2.6 Contributions. Amounts paid by members to receive the benefits of the Trust.
- 2.7 Member. A Kansas municipality which adopts this Agreement and becomes a member of the Trust.
- 2.8 Municipality. Any Kansas city and the League of Kansas Municipalities.
- 2.9 Pool. The Kansas Municipal Insurance Trust.

2.10 Representative. The person designated pursuant to Section 11.1b to be a member's official representative for the purposes of the Trust.

2.11 Trust. The Kansas Municipal Insurance Trust.

2.12 Trustee. A person serving on the Board.

ARTICLE 3. Purposes.

3.1 The purposes of this Agreement are to:

- a. Form a group-funded Pool, known as the Kansas Municipal Insurance Trust, as permitted by the Act, to fund through joint self-insurance, excess insurance, reinsurance, or other lawful manner, obligations imposed upon employers under the workers' compensation Act as described in articles 5 and 5a of Chapter 44 of the Kansas Statutes Annotated, as from time to time amended, and to take any action authorized by law or as determined by the Board, with the powers set forth in this Agreement; and
- b. Provide, through the Trust, certain claims and risk management services related to the workers' compensation liabilities so pooled, and assist members in reducing and preventing such workers' compensation liabilities.

ARTICLE 4. Creation of Trust.

4.1 There is hereby created the Kansas Municipal Insurance Trust as a separate legal public entity, constituting an interlocal governmental agency as provided by law. The Trust shall continue in effect until dissolved in accordance with this Agreement.

4.2 The Trust is formed, financed, organized, and shall operate in accordance with the provisions of this Agreement. This Agreement constitutes the bylaws of the Trust.

4.3 The Trust may sue and be sued.

4.4 In accordance with the provisions of the Interlocal Cooperation Act, this Agreement shall be submitted to the Attorney General to determine whether it is in proper form and compatible with the laws of Kansas, and to such other state officers encompassed by this Agreement, as may be required by the Interlocal Cooperation Act or other laws of this state, and to the Commissioner of Insurance as part of the application and certification process to establish a group-funded Pool under the Act. Any municipality which enters into this Agreement shall file a copy of the Agreement with its Register of Deeds and with the Secretary of State, in accordance with the provisions of K.S.A. 12-2905, and

amendments thereto.

- 4.5 This Agreement shall take effect and may be amended and shall continue in effect until the Trust is dissolved, all as provided herein.
- 4.6 This Agreement does not establish an insurance company, nor shall the benefits or obligations of this public agency constitute a policy of insurance coverage.

ARTICLE 5. Members.

- 5.1 Membership in the Trust is limited to those municipalities which:(1) are members in good standing of the League of Kansas Municipalities; (2) meet the requirements established by the Board of Trustees; and (3) which properly adopt this Agreement.
- 5.2 Municipalities, including former members, may be admitted to the Trust after its formation only upon approval of the Board and subject to the conditions set out in this Agreement and such additional conditions as the Board may from time to time require.

ARTICLE 6. Board of Trustees.

- 6.1 The Board shall be composed of eleven persons elected by the members, each of whom shall be a representative of a different member.
- 6.2 The Executive Director of the League of Kansas Municipalities shall have the right to attend and participate fully in discussions during all meetings of the Board of Trustees in an ex-officio, non-voting capacity, and shall not be considered a Trustee.
- 6.3 Election of Trustees shall take place at the annual meeting of the members. Trustees shall assume office at the first Board meeting following their election.
- 6.4 Terms of the Trustees shall be two-year overlapping terms or until their successors are elected except that, of the Trustees first elected pursuant to Section 6.1, six will be elected to serve until the first Board meeting following the annual meeting of the members held during 1995; and five will be elected to serve until the first Board meeting following the annual meeting of the members held during 1996. No person shall serve as a Trustee more than three consecutive terms. However, this term limitation shall not include the initial term of office (January 1994 through October 1994).
- 6.5 A vacancy shall occur on the Board when a Trustee:

- a. Submits a written resignation to the Board.
 - b. Dies.
 - c. Ceases to be a Member Representative.
 - d. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
 - e. Is removed by the members pursuant to Article 10.
 - f. Is convicted of a felony.
 - g. The Board shall have the power to suspend any trustee who fails to resign for cause as stipulated in Article 6.5 (c), (d) and (f) until such time as removal is approved by KMIT members pursuant to Article 10.
- 6.6 Any vacancy in the position of Trustee will be filled by majority vote of the remaining Trustees until the next annual meeting of the members, at which time the members shall elect a person to fill the vacancy for the unexpired term.
- 6.7 No Trustee may be an owner, officer, or employee of any service agent or representative, as provided in K.S.A. 12-2627, and amendments thereto. Each Trustee must be a resident of Kansas.

ARTICLE 7. Officers, meetings, procedures.

- 7.1 The officers of the Board shall be: president, vice-president, and treasurer. The Board shall establish the powers and duties of each officer, consistent with this Agreement. The vice-president may exercise the powers of the president in the absence of the president. Officers shall be elected by and from the Trustees, at the first Board meeting following each annual meeting of the members.
- 7.2 The Administrator shall designate a person to serve as Secretary of the Board.
- 7.3 The Board shall fix the date, time and place of regular meetings, which may be held without further notice. Special meetings may be called by the president, or by any six members of the Board, by written notice mailed at least ten days in advance to all Trustees or by unanimously executed waiver of notice.
- 7.4 Six Trustees shall constitute a quorum to do business. All acts of the Board shall require a quorum and a majority vote of the Trustees present, except where a different vote is required by this Agreement.

- 7.5 The Board shall adopt such procedures as it deems necessary or desirable for the conduct of its business.
- 7.6 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Trustees. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and duties of the Trust and the Board.

- 8.1 The Trust shall have all powers necessary or desirable to achieve the purposes of the Trust. The Board may exercise all powers of the Trust except those powers reserved to the members, and all powers necessary and proper for the operation of the Trust and implementation of this Agreement, subject to the limits of this Agreement and the Act. The Board is responsible for all operations of the Trust.
- 8.2 Subject to the limits of the Act, the powers of the Board shall include, but not be limited to, the power to:
- a. Delegate, by resolution adopted at a meeting of the Trustees and specifically defined in the written minutes of the Trustees' meetings, authority for specific functions to the Administrator, but only to the extent permitted by the Act.
 - b. Establish member contributions, pursuant to guidelines adopted by the Board from time to time.
 - c. Serve as the policy-holder of any group policies or plans.
 - d. Determine the methods of claim administration and payment; provide for claim experience for the members collectively or separately; and establish claim procedures and conditions to be met prior to the payment or defense of a claim.
 - e. Jointly self-insure or obtain excess insurance (specific or aggregate) or reinsurance, or any combination thereof, or otherwise provide for the funding of coverage's provided by or through the Trust, as the Board deems appropriate.
 - f. Establish the duties of the Administrator.
 - g. Provide for the administration of the moneys of the Trust, for the manner of payments to the Trust, and for payment of all expenses of the Trust; establish standards for the accountability of all receipts and disbursements of the

Trust; and establish procedures for safekeeping, handling and investing such moneys received or paid.

- h. Acquire, lease, hold, and dispose of real and personal property.
- i. Exercise the full power and authority of any member of the Trust when requested to do so by the member's governing body.
- j. Provide for necessary activities to accomplish the purposes of this Agreement and of the Trust.
- k. Do any act permitted by law and not in conflict with this Agreement.
- l. Provide for an independent audit of claim handling procedures, payments, or overall operations of the Trust, at such times as the Board may determine.
- m. Establish loss reduction, prevention and risk management policies, procedures, and requirements for members of the Trust.
- n. Adopt and adjust the coverage's provided through the Trust in concurrence with any affected excess insurers or reinsurers.
- o. Enter into contracts as necessary or appropriate for the operation of the Trust.
- p. Appoint committees from time to time, as the Board considers appropriate.
- q. Approve attorneys or firms of attorneys to represent members in claims covered by or through the Trust.
- r. Obtain the services of agents, attorneys, brokers, consultants, employees and service providers as necessary or appropriate for the operation of the Trust.
- s. Provide risk management services and educational and other programs related to risk management.
- t. Establish from time to time the address where the books and records of the Trust will be maintained at all times, the address to be the offices of the Administrator, 300 Southwest Eighth, Topeka, Kansas 66603.

8.3 Subject to the limits of the Act, the Board shall:

- a. Perform all duties required by the Act.
- b. Obtain and provide to members annually an audit of the finances of the Trust

performed by an independent certified public accountant.

- c. Provide for at least quarterly financial statements to account for income, expenses, assets and liabilities of the Trust.
 - d. Provide at least annually for an actuarial review of the Trust.
 - e. Adopt a budget annually and report the budget to the members.
 - f. Require that fidelity bonds be in effect for the Administrator, claims service provider and its employees, and every other person having access to moneys of the Trust.
 - g. Contract with the League of Kansas Municipalities for administrative and other services deemed appropriate by the Board, including a reasonable fee approved by the Board and the League of Kansas Municipalities to cover the cost of the services so provided.
- 8.4 The Trustees shall not extend credit to individual members for any purpose.

ARTICLE 9. Financing.

- 9.1 All moneys contributed to the Trust, and earnings thereon, shall be held in the name of and for the benefit of the Trust.
- 9.2 The Board shall establish member contributions pursuant to guidelines established by the Board from time to time consistent with the Act. The contributions may include, as the Board determines, an annual contribution, contributions on a periodic basis more frequent than annually, and any additional contributions which the Board deems necessary or appropriate to protect the financial condition of the Trust. The contributions may be based upon experience modification factors, payroll audits, or any other bases the Board considers appropriate. Additional contributions may be imposed after the year in which coverage is provided.
- 9.3 A member shall only be responsible for additional contributions to the Trust which relate to claims arising out of occurrences during and expenses relating to years in which the municipality is a member of the Trust.
- 9.4 Any refund of surplus moneys shall be consistent with the Act and with policies adopted by the Board. No refund of surplus moneys shall be made to any member or former member which owes any amount to the Trust until the amount so owed is paid, and any amount so owed may be deducted from the refund to the member or former member. No refund of surplus moneys shall cause the Trust to become impaired or insolvent.

9.5 Investments of moneys of the Trust shall be limited to those investments permitted by the Act.

ARTICLE 10. Members' powers and meetings.

10.1 The members shall have the power to:

- a. Elect Trustees pursuant to Article 6.
- b. Remove any Trustee from the Board by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
- c. Dissolve the Trust by a two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot.
- d. Amend the Agreement by an affirmative vote of two-thirds vote of the membership present at a meeting or by an affirmative vote of two-thirds vote of the membership by a mail ballot. Written notice of any proposed amendment shall be provided to each member at least thirty days in advance of the vote thereon.

10.2 Members shall meet at least once annually in conjunction with the annual meeting of the League of Kansas Municipalities. Special meetings may be called by the Board or pursuant to a procedure to be established by the Board. A special meeting shall be called upon written request executed by at least thirty percent (30%) of the membership.

- a. Notice of any member meeting shall be mailed by the Administrator to each member at least fifteen days in advance.
- b. The president of the Board shall preside at the meeting.
- c. Fifty-one percent of the membership or 15 members present at a meeting shall constitute a quorum to conduct business.
- d. Proxy voting shall not be allowed.
- e. Each member shall be entitled to one vote, to be cast by its representative.
- f. The location of meetings of members will be as determined from time to time by the Board.

ARTICLE 11. Obligations of Members.

11.1 Members shall have the obligation to:

- a. Pay promptly all contributions and other payments to the Trust at such times and in such amounts as shall be established in accordance with this Agreement, including any interest and penalties for late payment as may be required by a policy adopted by the Board.
- b. Designate in writing a representative and one or more alternate representatives for the members' meetings. Each representative and alternate representative must be an elected officer, appointed officer, or employee of a member and must be appointed by majority vote of the governing body of the member to be the member's official representative for the purposes of the Trust. An alternate representative may exercise all the powers of a representative during a member meeting, in the absence of the representative.
- c. Allow the Trust and its Administrator, agents, contractors, employees and officers reasonable access to all facilities of the member and all records required for the administration of the Trust and implementation of this Agreement.
- d. Cooperate fully with the Trust's attorneys and Administrator, and any other agent, contractor, employee or officer of the Trust in activities relating to the purposes and powers of the Trust.
- e. Provide information requested by the Trust, its Administrator, and any other agent, contractor, employee or officer of the Trust, as reasonably required for the administration of the Trust.
- f. Allow the Trust, and attorneys and others designated by the Trust, to represent the member in the investigation, settlement and litigation of any claim within the scope of loss protection furnished by or through the Trust.
- g. Follow the claims, loss reduction and prevention, and risk management policies and procedures established by the Board. The Trust does not assume any duty the member may have to provide safe facilities, equipment, machinery, or operational procedures for its employees or the public.
- h. Report to the Trust, in the form and within the time required by the Board, all incidents or occurrences which could reasonably be expected to result in the Trust being required to consider a claim.
- i. Report to the Trust, in the form and within the time required by the Board, the

addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts.

- 11.2 It shall be the express obligation of every member of the Trust to comply with the workers' compensation laws of the State of Kansas and such laws shall govern the duties of employers and the liabilities to employees of the members of the Trust.

ARTICLE 12. Withdrawal or non-renewal of members.

- 12.1 Any member may withdraw from the Trust on any coverage renewal date by written notice of withdrawal provided to the Administrator no later than 60 days prior to the renewal date, unless the Board and any affected excess insurer or reinsurer agrees to a shorter notice period.
- a. In the event that a member chooses to withdraw at a point in the premium (calendar) year other than the renewal date, a "short-rate cancellation" schedule shall be applied. The "short-rate cancellation" amount will be determined by use of the National Council on Compensation Insurance, Inc. (NCCI) Basic Manual (most current edition), under "RULE 3 – RATING DEFINITIONS AND APPLICATION OF PREMIUM ELEMENTS" of that manual.
- 12.2 The Board may, at its option, non-renew any member with the Trust on any coverage renewal date by written notice of non-renewal provided by the Administrator no later than 60 days prior to the renewal date.
- 12.3 A withdrawn or non-renewed member shall lose all voting rights upon withdrawal or non-renewal. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after the member's withdrawal or non-renewal, shall be consistent with this Agreement, any policy adopted by the Board, any excess insurance or reinsurance policy of the Trust, and the Act.

ARTICLE 13. Cancellation of membership.

- 13.1 A member which terminates its membership in the League of Kansas Municipalities shall, on the date of such termination, have its membership in the Trust automatically canceled.
- 13.2 The membership in the Trust of a member which fails to make a contribution or any other payment due the Trust shall be automatically canceled on the sixtieth day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due the Trust shall be mailed to the member at

least thirty (30) days prior to the date of automatic cancellation. A cancellation of membership under this paragraph 13.2 shall not be subject to the provisions of paragraph 13.3.

- 13.3 Membership in the Trust may be canceled for failure to carry out any other obligation of a member, subject to the following:
- a. The member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that cancellation of membership could result if the failure is not so cured.
 - b. If the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may cancel the membership. The member may request a hearing before the Board on the proposed cancellation. The request shall be made in writing to the Administrator at least five days before the end of the period given by the Board to cure the alleged failure.
 - c. If a hearing is timely requested, the Board shall provide the member at least ten days' prior written notice of the time and place of the hearing, and the proposed cancellation may not take effect until such time after the conclusion of any hearing as the Board may set.
- 13.4 Cancellation of membership shall be in addition to any other remedy which may exist.
- 13.5 A member whose membership has been canceled shall lose all voting rights upon the effective date of the cancellation. Any claim of title or interest to any asset of the Trust, and any continuing obligation of the Trust to the member or of the member to the Trust, after cancellation of the membership, shall be as determined consistent with this Agreement, any policy adopted by the Board, and the Act.

ARTICLE 14. Dissolution and disposition of property.

- 14.1 The Trust may be dissolved by the members as provided in Article 10. In the event of dissolution of the Trust, the assets of the Trust not used or needed for the purposes of the Trust, as determined by the Board, shall be distributed exclusively to municipalities which are members of the Trust immediately prior to dissolution to be used for one or more public purposes.
- 14.2 Upon partial or complete dissolution of the Trust by the members in accordance with Article 10, the Trustees shall determine, consistent with this Agreement, all other matters relating to the disposition of property and dissolution of the Trust, by a two-thirds vote of all Trustees.

- 14.3 The Board shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the Trust.

ARTICLE 15. Liability of Board, officers and employees.

- 15.1 No Trustee, officer, or employee of the Trust shall be personally liable for any acts performed or omitted in good faith nor for any debts or other liabilities, actual or contingent, of the Trust or upon contracts or engagements on its behalf. The Trust shall defend and indemnify the Trustees, officers and employees against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed or omitted in good faith. The Trust may purchase public officials liability, errors and omissions or other insurance providing similar coverage for the Trustees, officers and employees of the Trust. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

ARTICLE 16. General provisions.

- 16.1 This document constitutes a contract among those municipalities which become members of the Trust. The terms of this contract may be enforced in court by the Trust or by any of its members.
- 16.2 Except as provided in this Agreement and to the extent of the financial contributions to the Trust agreed to herein or such additional obligations as may come about through amendments to this Agreement, no member agrees or contracts herein to be held responsible for any claims made against any other member. The contracting parties intend in the creation of the Trust to establish an organization to operate only within the scope herein set out and have not herein created as between member and member any relationship of partnership, surety, indemnification, or responsibility for the debts of or claims against any other member, except that, to the extent required by the Act, all members of the Trust shall be jointly liable for the payment of claims to the extent of the assets of the Trust.
- 16.3 The laws of Kansas shall govern the interpretation and performance of this Agreement.
- 16.4 In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect other portions, and this Agreement is expressly declared to be severable.

- 16.5 This Agreement does not relieve any member of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof by the Trust satisfies such obligation or responsibility.
- 16.6 All moneys received by the Trust are public funds, including earned interest, derived from its members which are municipalities within the State of Kansas.
- 16.7 Neither this Agreement nor any action adopting this Agreement is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the members or their officers or employees by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act, and amendments thereto. The laws regarding workers' compensation and the benefits to the employer are reserved and shall not be deemed to have been waived by any action approving this Agreement or by membership in the Trust.
- 16.8 The provisions of this Agreement and of the other documents referred to herein, and the assets of the Trust, are for the benefit of the members of the Trust only, and no other persons or entities shall have any rights or interest in this Agreement or in any of the other documents referred to herein or in any such assets, as a third party beneficiary or otherwise. The assets of the Trust shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.9 It is the intention of the members that the Trust and any income of the Trust not be subject to taxation, and the members shall cooperate in such respects, including amending this Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Trust.
- 16.9a Except as permitted in this Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the members.
- 16.10 To the extent permitted by any applicable excess insurance or reinsurance, if the Board or its authorized representative and a member disagree on whether a loss is covered through the Trust or on the amount of a covered loss, the Board or its authorized representative or the member may request that the disagreement be submitted to binding arbitration as follows:
- a. Unless otherwise agreed by the Board or its authorized representative and the member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the dispute of coverage shall be submitted to the American Arbitration Association for arbitration pursuant to their standard rules and

regulations.

- b. The decision of the panel shall be binding on the Board or its authorized representative and the member.
 - c. The Trust shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Trust and the member.
- 16.11 In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payments to all the rights of the member against any other person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to effect recovery.
- 16.12 The provisions of the Act are hereby adopted by reference as a part of this Agreement, and any provision of this Agreement in conflict with the Act shall be inapplicable.
- 16.13 This Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with the Trust.

In witness whereof, the parties hereto have entered into this Agreement by the execution of this signature page which shall be attached to and be a part of this Agreement.

Executed by the _____, Kansas, pursuant to changes by the membership for the Kansas Municipal Insurance Trust at a special meeting called on October 7, 1996, and adopted thereon.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

KMIT Bylaws most recently amended on October 8, 2001.

Change Order

No. 3

Date of Issuance: 4-10-08 Effective Date: 4-10-08

Project: 2007 Sanitary Sewer Improvements	Owner: City of Osawatomie, KS	Owner's Contract No.: 05-309L
Contract: 2007 Sanitary Sewer Improvements		Date of Contract: 9-26-07
Contractor: Bates Utility Company, Inc., 841 Westwood Industrial Park Drive, Weldon Springs, MO 63304		Engineer's Project No.: 05-309L

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attached *summary of additional work*. This additional work is for value engineering work performed on a time and material basis for point repairs referenced in Change Order No. 2

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 4,591,615.42 Original Contract Times: Working days x Calendar days
Final completion (days or date): 365 calendar days
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. _____: [Increase] [Decrease] from previously approved Change Orders No. N/A to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order: \$ 4,260,574.82 Contract Times prior to this Change Order:
Substantial completion (days or date): per contract
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order: \$ +61,657.27 [Increase] [Decrease] of this Change Order:
Substantial completion (days or date): N/A
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order: \$ 4,322,232.09 Contract Times with all approved Change Orders:
Substantial completion (days or date): per contract
Ready for final payment (days or date): _____

RECOMMENDED: ACCEPTED: ACCEPTED:
By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-19-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 137' from MH 208-K between MH 208-K and 208-L.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Mark Knetzer	7	0	\$34.42	\$240.94
Matt Garber	7	0	\$40.91	\$286.37
Anthoney Ohmes	7	0	\$35.63	\$249.41
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$813.36
Mark up (55%)				\$447.35
Total Labor				\$1,260.71

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	16	LF	\$3.38	\$54.08
4" SDR-26 PVC	14	LF	\$0.91	\$12.74
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	2	EA	\$15.00	\$30.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
CA-5	13.2	Ton	\$12.15	\$160.38
Sub-Total				\$298.08
Mark up (15%)				\$44.71
Total Material				\$342.79

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	7	\$82.20	\$575.40
F-250 Pickup	1	7	\$15.10	\$105.70
Hydraulic Jack	2	7	\$2.23	\$31.22
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$743.92
Mark up (15%)				\$111.59
Total Equipment				\$855.51

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	6.5	\$75.00	\$487.50
Sub-Total				\$487.50
Mark up (15%)				\$73.13
Total Sub				\$560.63

Other	Quantity	Hours	Rate	Total
Consultant	1	1	\$65.00	\$65.00
Total Other				\$65.00

Total Cost **\$3,084.63**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-25-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 136' to 152' from MH 106-A towards MH 106. Flowfill was Poured (9 CY) at the point repair between MH 208-K and 208-L, which was performed on 2/19/08. The exact location was 137' east of MH 208-K.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Mark Knetzer	7	0	\$34.42	\$240.94
Matt Garber	7	0	\$40.91	\$286.37
Anthony Ohmes	7	0	\$35.63	\$249.41
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$813.36
Mark up (55%)				\$447.35
Total Labor				\$1,260.71

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	16	LF	\$3.38	\$54.08
Flowable Fill	25	CY	\$46.90	\$1,172.50
CA-5	9	TN	\$12.15	\$109.35
Sub-Total				\$1,335.93
Mark up (15%)				\$200.39
Total Material				\$1,536.32

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	7	\$82.20	\$575.40
F-250 Pickup	1	7	\$15.10	\$105.70
8'x12' Alluminum Box	1	7	\$24.00	\$168.00
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$880.70
Mark up (15%)				\$132.11
Total Equipment				\$1,012.81

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	6.5	\$75.00	\$487.50
Sub-Total				\$487.50
Mark up (15%)				\$73.13
Total Sub				\$560.63

Total Cost **\$4,370.46**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-26-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 226' from MH 208-K between MH 208-K and 208-L.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	8	0	\$40.91	\$327.28
Mark Knetzer	7	0	\$34.42	\$240.94
Anthony Ohmes	7	0	\$35.63	\$249.41
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$854.27
Mark up (55%)				\$469.85
Total Labor				\$1,324.12

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	10.5	LF	\$3.38	\$35.49
6" SDR-26 PVC	3	LF	\$2.29	\$6.87
4" SDR-26 PVC	2	LF	\$0.91	\$1.82
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8"x8"x6" Wye	1	EA	\$38.48	\$38.48
8" Furnco	2	EA	\$15.00	\$30.00
6" Furnco	1	EA	\$9.00	\$9.00
6" to 4" Furnco Red.	1	EA	\$15.00	\$15.00
6" 45 Deg. Bend	1	EA	\$15.00	\$15.00
4" Street 22 Deg. Bnd	1	EA	\$10.29	\$10.29
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
CA-5	8	Ton	\$12.15	\$97.20
Flowable Fill	7	CY	\$46.90	\$328.30
Sub-Total				\$623.70
Mark up (15%)				\$93.56
Total Material				\$717.26

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	7	\$82.20	\$575.40
F-250 Pickup	1	7	\$15.10	\$105.70
Hydraulic Jack	2	7	\$2.23	\$31.22
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$743.92
Mark up (15%)				\$111.59
Total Equipment				\$855.51

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	7	\$75.00	\$525.00
Sub-Total				\$525.00
Mark up (15%)				\$78.75
Total Sub				\$603.75

Total Cost **\$3,500.63**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-27-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 264' from MH 404-G between MH 404-G and 404-F.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	8	0	\$40.91	\$327.28
Mark Knetzer	8	0	\$34.42	\$275.36
Anthony Ohmes	8	0	\$35.63	\$285.04
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$924.32
Mark up (55%)				\$508.38
Total Labor				\$1,432.70

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	12	LF	\$3.38	\$40.56
8" Furnco	2	EA	\$15.00	\$30.00
CA-5	8	Ton	\$12.15	\$97.20
Flowfill	13	CY	\$46.90	\$609.70
Sub-Total				\$777.46
Mark up (15%)				\$116.62
Total Material				\$894.08

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	8	\$82.20	\$657.60
F-250 Pickup	1	8	\$15.10	\$120.80
8'x8' Allum. Trench Box	1	8	\$24.00	\$192.00
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$1,002.00
Mark up (15%)				\$150.30
Total Equipment				\$1,152.30

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	8	\$75.00	\$600.00
Sub-Total				\$600.00
Mark up (15%)				\$90.00
Total Sub				\$690.00

Total Cost **\$4,169.08**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-28-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 83' to 90' from MH 404-A between MH 404-A and 404-J.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	8	0	\$40.91	\$327.28
Mark Knetzer	8	0	\$34.42	\$275.36
Anthony Ohmes	8	0	\$35.63	\$285.04
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$924.32
Mark up (55%)				\$508.38
Total Labor				\$1,432.70

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	12	LF	\$3.38	\$40.56
8" Furnco	1	EA	\$15.00	\$15.00
CA-5	8	Ton	\$12.15	\$97.20
Flowfill	15	CY	\$46.90	\$703.50
Sub-Total				\$856.26
Mark up (15%)				\$128.44
Total Material				\$984.70

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	8	\$82.20	\$657.60
F-250 Pickup	1	8	\$15.10	\$120.80
8'x8' Allum. Trench Box	1	8	\$24.00	\$192.00
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$1,002.00
Mark up (15%)				\$150.30
Total Equipment				\$1,152.30

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	6	\$75.00	\$450.00
Sub-Total				\$450.00
Mark up (15%)				\$67.50
Total Sub				\$517.50

Total Cost **\$4,087.20**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 2-29-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 96' from MH 121-F between MH 121-F and 121-B.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	4	0	\$40.91	\$163.64
Mark Knetzer	4	0	\$34.42	\$137.68
Anthony Ohmes	4	0	\$35.63	\$142.52
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$480.48
Mark up (55%)				\$264.26
Total Labor				\$744.74

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	12	LF	\$3.38	\$40.56
4" SDR-26 PVC	3	LF	\$0.91	\$2.73
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	2	EA	\$15.00	\$30.00
6" to 4" Furnco Red.	1	EA	\$15.00	\$15.00
6" 45 Deg. Bend	1	EA	\$15.00	\$15.00
CA-5	10	Ton	\$12.15	\$121.50
Sub-Total				\$254.45
Mark up (15%)				\$38.17
Total Material				\$292.62

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	6.5	\$82.20	\$534.30
F-250 Pickup	1	6.5	\$15.10	\$98.15
Hydraulic Jack	2	6.5	\$2.23	\$28.99
Allied Breaker	1	1	\$31.60	\$31.60
Sub-Total				\$693.04
Mark up (15%)				\$103.96
Total Equipment				\$797.00

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	6.5	\$75.00	\$487.50
Sub-Total				\$487.50
Mark up (15%)				\$73.13
Total Sub				\$560.63

Total Cost **\$2,394.98**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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Date: 3-4-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 349' from MH 121-F between MH 121-F and 121-B.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	6	0	\$40.91	\$245.46
Anthony Ohmes	6	0	\$35.63	\$213.78
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$495.88
Mark up (55%)				\$272.73
Total Labor				\$768.61

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	10	LF	\$3.38	\$33.80
4" SDR-26 PVC	1	LF	\$0.91	\$0.91
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	2	EA	\$15.00	\$30.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
Flowable Fill	6	CY	\$46.90	\$281.40
CA-5	4	Ton	\$12.15	\$48.60
Sub-Total				\$435.59
Mark up (15%)				\$65.34
Total Material				\$500.93

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	6	\$82.20	\$493.20
F-250 Pickup	1	6	\$15.10	\$90.60
Hydraulic Jack	2	6	\$2.23	\$26.76
Dump Trailer	1	6	\$8.00	\$48.00
Sub-Total				\$658.56
Mark up (15%)				\$98.78
Total Equipment				\$757.34

Other	Quantity	Hours	Rate	Total
Consultant	1	1	\$65.00	\$65.00
Other Total				\$65.00

Total Cost **\$2,091.89**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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Date: 3-4-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Investigation of possible missed lateral at 409 4th Street.

Labor	Reg. Hrs.	Rate	OT Hrs.	OT Rate	Total
Matt Garber	2.5	\$40.91	2	55.26	\$212.80
Mike Bates	2.5	\$36.98	2	51.32	\$195.09
Anthony Ohmes	2.5	\$35.63	2	48.33	\$185.74
Kris Bates	4.5	\$36.64	0	36.64	\$164.88
Sub-Total					\$758.50
Mark up (55%)					\$417.18
Total Labor					\$1,175.68

Material	Quantity	Unit	Cost	Total
4" SDR-26 PVC	1	LF	\$0.91	\$0.91
Sub-Total				\$0.91
Mark up (15%)				\$0.14
Total Material				\$1.05

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	4.5	\$82.20	\$369.90
F-250 Pickup	1	4.5	\$15.10	\$67.95
Sub-Total				\$437.85
Mark up (15%)				\$65.68
Total Equipment				\$503.53

Other	Quantity	Hours	Rate	Total
Consultant	1	4	N/C	\$0.00
Other Total				\$0.00

Total Cost **\$1,680.25**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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Date: 3-5-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvments
CDBG No. 06-PF-536

Description of Work: Backfill of investigated lateral at 409 4th Street.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	4.5	0	\$40.91	\$184.10
Anthony Ohmes	4.5	0	\$35.63	\$160.34
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$381.07
Mark up (55%)				\$209.59
Total Labor				\$590.66

Material	Quantity	Unit	Cost	Total
CA-5	8	Ton	\$12.15	\$97.20
Sub-Total				\$97.20
Mark up (15%)				\$14.58
Total Material				\$111.78

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	4.5	\$82.20	\$369.90
F-250 Pickup	1	4.5	\$15.10	\$67.95
Dump Trailer	1	4.5	\$8.00	\$36.00
Sub-Total				\$473.85
Mark up (15%)				\$71.08
Total Equipment				\$544.93

Other	Quantity	Hours	Rate	Total
Consultant	1	1	\$65.00	\$65.00
Other Total				\$65.00

Total Cost **\$1,312.37**

Bates Utility Company, Inc.
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Date: 3-5-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 96' from MH 121-F between MH 121-F and 121-B.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	3.5	0	\$40.91	\$143.19
Anthony Ohmes	3.5	0	\$35.63	\$124.71
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$304.53
Mark up (55%)				\$167.49
Total Labor				\$472.02

Material	Quantity	Unit	Cost	Total
4" SDR-26 PVC	4	LF	\$0.91	\$3.64
Inserta-tee	1	EA	\$38.50	\$38.50
4" 45 Degree Bend	1	EA	\$6.59	\$6.59
6" to 4" Furnco Red.	1	EA	\$15.00	\$15.00
4" 22 Degree Bend	1	EA	\$10.29	\$10.29
Flowable Fill	7	CY	\$46.90	\$328.30
CA-5	2	Ton	\$12.15	\$24.30
Sub-Total				\$426.62
Mark up (15%)				\$63.99
Total Material				\$490.61

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	3.5	\$82.20	\$287.70
F-250 Pickup	1	3.5	\$15.10	\$52.85
Hydraulic Jack	2	3.5	\$2.23	\$15.61
Dump Trailer	1	3.5	\$8.00	\$28.00
Sub-Total				\$384.16
Mark up (15%)				\$57.62
Total Equipment				\$441.78

Other	Quantity	Hours	Rate	Total
Consultant	1	1	\$65.00	\$65.00
Other Total				\$65.00

Total Cost **\$1,469.42**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-10-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 145' from MH 208-M between MH 208-M and 208-I.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	7	0	\$40.91	\$286.37
Mark Knetzer	7	0	\$34.42	\$240.94
Anthony Ohmes	7	0	\$35.63	\$249.41
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$813.36
Mark up (55%)				\$447.35
Total Labor				\$1,260.71

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	12	LF	\$3.38	\$40.56
4" SDR-26 PVC	3	LF	\$0.91	\$2.73
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	2	EA	\$15.00	\$30.00
6" to 4" Furnco Red.	1	EA	\$15.00	\$15.00
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
4" 22 Deg. Bend	1	EA	\$10.29	\$10.29
CA-5	10	Ton	\$12.15	\$121.50
Sub-Total				\$256.33
Mark up (15%)				\$38.45
Total Material				\$294.78

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	7	\$82.20	\$575.40
F-250 Pickup	1	7	\$15.10	\$105.70
8'x8' Alluminum Box	1	7	\$24.00	\$168.00
Dump Trailer	1	7	\$8.00	\$56.00
Sub-Total				\$905.10
Mark up (15%)				\$135.77
Total Equipment				\$1,040.87

Total Cost **\$2,596.35**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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Date: 3-11-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 227' from MH 505-A between MH 505-A and 505.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	6	0	\$40.91	\$245.46
Mark Knetzer	6	0	\$34.42	\$206.52
Anthony Ohmes	6	0	\$35.63	\$213.78
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$702.40
Mark up (55%)				\$386.32
Total Labor				\$1,088.72

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	10	LF	\$3.38	\$33.80
4" SDR-26 PVC	8	LF	\$0.91	\$7.28
8"x8"x4" Wye	2	EA	\$29.66	\$59.32
8" Furnco	1	EA	\$15.00	\$15.00
4" Furnco	2	EA	\$4.63	\$9.26
4" 45 Deg. Bend	5	EA	\$6.59	\$32.95
CA-5	18	Ton	\$12.15	\$218.70
Sub-Total				\$376.31
Mark up (15%)				\$56.45
Total Material				\$432.76

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	6	\$82.20	\$493.20
F-250 Pickup	1	6	\$15.10	\$90.60
8'x8' Alluminum Box	1	6	\$24.00	\$144.00
Dump Trailer	1	6	\$8.00	\$48.00
Sub-Total				\$775.80
Mark up (15%)				\$116.37
Total Equipment				\$892.17

Total Cost **\$2,413.65**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-11-08 3-12-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 224' from MH 320-LH between MH 320-LH and 320.

Labor	Reg. Hrs.	Rate	OT Hrs.	OT Rate	Total
Matt Garber	6	\$40.91	2	55.26	\$355.98
Mark Knetzer	6	\$34.42	2	46.51	\$299.54
Anthoney Ohmes	6	\$35.63	2	48.33	\$310.44
Kris Bates	1	\$36.64	0	36.64	\$36.64
Sub-Total					\$1,002.60
Mark up (55%)					\$551.43
Total Labor					\$1,554.03

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	10	LF	\$3.38	\$33.80
4" SDR-26 PVC	15	LF	\$0.91	\$13.65
8"x8"x4" Wye	2	EA	\$29.66	\$59.32
8" Furnco	2	EA	\$15.00	\$30.00
4" Furnco	2	EA	\$4.63	\$9.26
4" 45 Deg. Bend	3	EA	\$6.59	\$19.77
4" 22 Deg. Bend	2	EA	\$10.29	\$20.58
CA-5	18	Ton	\$12.15	\$218.70
Sub-Total				\$405.08
Mark up (15%)				\$60.76
Total Material				\$465.84

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	8	\$82.20	\$657.60
F-250 Pickup	1	8	\$15.10	\$120.80
8'x8' Alluminum Box	1	8	\$24.00	\$192.00
Dump Trailer	1	8	\$8.00	\$64.00
Sub-Total				\$1,034.40
Mark up (15%)				\$155.16
Total Equipment				\$1,189.56

Total Cost **\$3,209.43**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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 Fax (636) 939 - 5615

Date: 3-13-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvments
CDBG No. 06-PF-536

Description of Work: Two point repairs for CIPP 127' from MH 325-BA and 52' from 325-B between MH 325-BA and 325-B.

Labor	Reg. Hrs.	Rate	OT Hrs.	OT Rate	Total
Matt Garber	8	\$40.91	1	55.26	\$382.54
Mark Knetzer	8	\$34.42	0.5	46.51	\$298.62
Anthony Ohmes	8	\$35.63	0.5	48.33	\$309.21
Kris Bates	1	\$36.64	0.5	36.64	\$54.96
Sub-Total					\$1,045.32
Mark up (55%)					\$574.93
Total Labor					\$1,620.25

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	19.5	LF	\$3.38	\$65.91
4" SDR-26 PVC	3	LF	\$0.91	\$2.73
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	4	EA	\$15.00	\$60.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
CA-5	36	Ton	\$12.15	\$437.40
Sub-Total				\$606.92
Mark up (15%)				\$91.04
Total Material				\$697.96

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	9	\$82.20	\$739.80
F-250 Pickup	1	8.5	\$15.10	\$128.35
Hydraulic Jack	2	3.5	\$2.23	\$15.61
8'x8' Alluminum Box	1	5	\$24.00	\$120.00
Dump Trailer	1	8.5	\$8.00	\$68.00
Sub-Total				\$1,071.76
Mark up (15%)				\$160.76
Total Equipment				\$1,232.52

Total Cost **\$3,550.73**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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 Fax (636) 939 - 5615

Date: 3-14-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 170' from MH 208-F between MH 208-F and 208-G.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	5.5	0	\$40.91	\$225.01
Mark Knetzer	5.5	0	\$34.42	\$189.31
Anthony Ohmes	5.5	0	\$35.63	\$195.97
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$646.92
Mark up (55%)				\$355.81
Total Labor				\$1,002.73

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	9	LF	\$3.38	\$30.42
8" Furnco	3	EA	\$15.00	\$45.00
CA-5	15	Ton	\$12.15	\$182.25
Sub-Total				\$257.67
Mark up (15%)				\$38.65
Total Material				\$296.32

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	5.5	\$82.20	\$452.10
F-250 Pickup	1	5.5	\$15.10	\$83.05
Hydraulic Jack	2	5.5	\$2.23	\$24.53
Dump Trailer	1	5.5	\$8.00	\$44.00
Sub-Total				\$603.68
Mark up (15%)				\$90.55
Total Equipment				\$694.23

Total Cost **\$1,993.28**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
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 Fax (636) 939 - 5615

Date: 3-18-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Two point repairs for CIPP. 124' from MH 208-G between MH 208-G and 208-F and 364' from MH 320 between MH 320 and 320-LH.

Labor	Reg. Hrs.	Rate	OT Hrs.	OT Rate	Total
Matt Garber	8	\$40.91	1	55.26	\$382.54
Mark Knetzer	8	\$34.42	1	46.51	\$321.87
Anthony Ohmes	8	\$35.63	1	48.33	\$333.37
Kris Bates	1	\$36.64	0	36.64	\$36.64
Sub-Total					\$1,074.42
Mark up (55%)					\$590.93
Total Labor					\$1,665.35

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	24	LF	\$3.38	\$81.12
4" SDR-26 PVC	2	LF	\$0.91	\$1.82
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	5	EA	\$15.00	\$75.00
6" - 4" Furnco Red.	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
CA-5	18	Ton	\$12.15	\$218.70
Sub-Total				\$417.52
Mark up (15%)				\$62.63
Total Material				\$480.15

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	9	\$82.20	\$739.80
F-250 Pickup	1	9	\$15.10	\$135.90
Hydraulic Jack	2	5	\$2.23	\$22.30
8'x8' Alluminum Box	1	4	\$24.00	\$96.00
Dump Trailer	1	9	\$8.00	\$72.00
Sub-Total				\$1,066.00
Mark up (15%)				\$159.90
Total Equipment				\$1,225.90

Total Cost **\$3,371.40**

Bates Utility Company, Inc.
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 Fax (636) 939 - 5615

Date: 3-19-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Finished point repair at MH 320-LH to 320 from 3-18-08 and performed point repair for CIPP 102' from MH 106-C between MH 106-C and 106-B.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	6.5	0	\$40.91	\$265.92
Mark Knetzer	6.5	0	\$34.42	\$223.73
Anthony Ohmes	6.5	0	\$35.63	\$231.60
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$757.88
Mark up (55%)				\$416.83
Total Labor				\$1,174.71

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	8	LF	\$3.38	\$27.04
8" Furnco	1	EA	\$15.00	\$15.00
CA-5	9	Ton	\$12.15	\$109.35
Flowable Fill	7	CY	\$46.90	\$328.30
Sub-Total				\$479.69
Mark up (15%)				\$71.95
Total Material				\$551.64

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	2.5	\$82.20	\$205.50
F-250 Pickup	1	2.5	\$15.10	\$37.75
Hydraulic Jack	2	2.5	\$2.23	\$11.15
Dump Trailer	1	2.5	\$8.00	\$20.00
Sub-Total				\$274.40
Mark up (15%)				\$41.16
Total Equipment				\$315.56

Total Cost **\$2,041.92**

Bates Utility Company, Inc.
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 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-20-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point repair of CIPP. 264' from MH 212-E between MH 212-E and 212-D.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	5	0	\$40.91	\$204.55
Mark Knetzer	5	0	\$34.42	\$172.10
Anthony Ohmes	5	0	\$35.63	\$178.15
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$591.44
Mark up (55%)				\$325.29
Total Labor				\$916.73

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	13	LF	\$3.38	\$43.94
4" SDR-26 PVC	1	LF	\$0.91	\$0.91
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	1	EA	\$15.00	\$15.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
Flowable Fill	8	CY	\$46.90	\$375.20
CA-5	5	Ton	\$12.15	\$60.75
Sub-Total				\$536.68
Mark up (15%)				\$80.50
Total Material				\$617.18

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	5	\$82.20	\$411.00
F-250 Pickup	1	5	\$15.10	\$75.50
Sub-Total				\$486.50
Mark up (15%)				\$72.98
Total Equipment				\$559.48

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	1	\$75.00	\$75.00
Sub-Total				\$75.00
Mark up (15%)				\$11.25
Total Sub				\$86.25

Total Cost **\$2,179.64**

Bates Utility Company, Inc.
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Date: 3-21-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 126' from MH 212-E between MH 212-E and 212-F.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	5.5	0	\$40.91	\$225.01
Mark Knetzer	5.5	0	\$34.42	\$189.31
Anthony Ohmes	5.5	0	\$35.63	\$195.97
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$646.92
Mark up (55%)				\$355.81
Total Labor				\$1,002.73

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	12	LF	\$3.38	\$40.56
8" Furnco	1	EA	\$15.00	\$15.00
CA-5	8	Ton	\$12.15	\$97.20
Flowfill	4	CY	\$46.90	\$187.60
Sub-Total				\$340.36
Mark up (15%)				\$51.05
Total Material				\$391.41

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	5.5	\$82.20	\$452.10
F-250 Pickup	1	5.5	\$15.10	\$83.05
Hydraulic Jack	2	3.5	\$2.23	\$15.61
Sub-Total				\$550.76
Mark up (15%)				\$82.61
Total Equipment				\$633.37

Subcontractor	Quantity	Hours	Rate	Total
Bazen (dump truck)	1	6	\$75.00	\$450.00
Sub-Total				\$450.00
Mark up (15%)				\$67.50
Total Sub				\$517.50

Total Cost **\$2,545.01**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-24-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Two point repairs for CIPP. 154" from MH 325-BA between MH 325-BA and 325-B and 149' from MH 507-A between MH 507-A and 312.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	8	0	\$40.91	\$327.28
Mark Knetzer	8	0	\$34.42	\$275.36
Anthony Ohmes	8	0	\$35.63	\$285.04
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$924.32
Mark up (55%)				\$508.38
Total Labor				\$1,432.70

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	16.5	LF	\$3.38	\$55.77
4" SDR-26 PVC	4	LF	\$0.91	\$3.64
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	4	EA	\$15.00	\$60.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	2	EA	\$6.59	\$13.18
CA-5	15	Ton	\$12.15	\$182.25
Sub-Total				\$349.13
Mark up (15%)				\$52.37
Total Material				\$401.50

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	8	\$82.20	\$657.60
F-250 Pickup	1	8	\$15.10	\$120.80
Hydraulic Jack	2	3.5	\$2.23	\$15.61
8'x8' Alluminum Box	1	4.5	\$24.00	\$108.00
Dump Trailer	1	8	\$8.00	\$64.00
Sub-Total				\$966.01
Mark up (15%)				\$144.90
Total Equipment				\$1,110.91

Total Cost **\$2,945.11**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-25-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvments
CDBG No. 06-PF-536

Description of Work: Point repair for CIPP 9' from MH 507-A between 507-A and 312

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	3	0	\$40.91	\$122.73
Mark Knetzer	3	0	\$34.42	\$103.26
Anthony Ohmes	3	0	\$35.63	\$106.89
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$369.52
Mark up (55%)				\$203.24
Total Labor				\$572.76

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	8	LF	\$3.38	\$27.04
4" SDR-26 PVC	3	LF	\$0.91	\$2.73
8"x8"x4" Wye	1	EA	\$29.66	\$29.66
8" Furnco	1	EA	\$15.00	\$15.00
4" Furnco	1	EA	\$4.63	\$4.63
4" 45 Deg. Bend	1	EA	\$6.59	\$6.59
CA-5	10	Ton	\$12.15	\$121.50
Sub-Total				\$207.15
Mark up (15%)				\$31.07
Total Material				\$238.22

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	3	\$82.20	\$246.60
F-250 Pickup	1	3	\$15.10	\$45.30
8'x8' Alluminum Box	1	3	\$24.00	\$72.00
Dump Trailer	1	3	\$8.00	\$24.00
Sub-Total				\$387.90
Mark up (15%)				\$58.19
Total Equipment				\$446.09

Total Cost **\$1,257.06**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-26-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 340' from MH 212-F between MH 212-F and 212-E.

Labor	Reg. Hrs.	Rate	OT Hrs.	OT Rate	Total
Matt Garber	8	\$40.91	1	55.26	\$382.54
Mark Knetzer	8	\$34.42	1	46.51	\$321.87
Anthony Ohmes	8	\$35.63	1	48.33	\$333.37
Kris Bates	1	\$36.64	0	36.64	\$36.64
Sub-Total					\$1,074.42
Mark up (55%)					\$590.93
Total Labor					\$1,665.35

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	9.5	LF	\$3.38	\$32.11
8" Furnco	3	EA	\$15.00	\$45.00
6" SDR-26 PVC	1	LF	\$2.29	\$2.29
6" Furnco	1	EA	\$9.00	\$9.00
8x8x6 Wye	1	EA	\$38.48	\$38.48
6" 45 Deg. Bend	1	EA	\$15.00	\$15.00
CA-5	5	Ton	\$12.15	\$60.75
Flowable Fill	6	CY	\$46.90	\$281.40
Sub-Total				\$484.03
Mark up (15%)				\$72.60
Total Material				\$556.63

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	9	\$82.20	\$739.80
F-250 Pickup	1	9	\$15.10	\$135.90
Hydraulic Jack	2	9	\$2.23	\$40.14
Dump Trailer	1	9	\$8.00	\$72.00
Sub-Total				\$987.84
Mark up (15%)				\$148.18
Total Equipment				\$1,136.02

Total Cost **\$3,358.00**

Bates Utility Company, Inc.
 841 Westwood Industrial Park Drive
 Weldon Spring, MO 63304
 (636) 939 - 5628
 Fax (636) 939 - 5615

Date: 3-27-08
Owner: City of Osawatomie
Project: 2007 Sanitary Sewer Improvements
CDBG No. 06-PF-536

Description of Work: Point Repair for CIPP 316' from MH 212-F between MH 212-F and 212-E.

Labor	Reg. Hrs.	OT Hrs.	Rate	Total
Matt Garber	5.5	0	\$40.91	\$225.01
Mark Knetzer	5.5	0	\$34.42	\$189.31
Anthony Ohmes	5.5	0	\$35.63	\$195.97
Kris Bates	1	0	\$36.64	\$36.64
Sub-Total				\$646.92
Mark up (55%)				\$355.81
Total Labor				\$1,002.73

Material	Quantity	Unit	Cost	Total
8" SDR-26 PVC	8	LF	\$3.38	\$27.04
8" Furnco	1	EA	\$15.00	\$15.00
CA-5	8	Ton	\$12.15	\$97.20
Flowable Fill	4.5	CY	\$46.90	\$211.05
Sub-Total				\$350.29
Mark up (15%)				\$52.54
Total Material				\$402.83

Equipment	Quantity	Hours	Rate	Total
710G John Deere	1	5.5	\$82.20	\$452.10
F-250 Pickup	1	5.5	\$15.10	\$83.05
Hydraulic Jack	2	5.5	\$2.23	\$24.53
Dump Trailer	1	5.5	\$8.00	\$44.00
Sub-Total				\$603.68
Mark up (15%)				\$90.55
Total Equipment				\$694.23

Total Cost **\$2,099.79**

SEWER IMPROVEMENTS PROJECT
CDBG GRANT # 06-PF-536
PAYMENT REQUEST
April 10, 2008
Payment Request No. 23

Claimant	Description	Document Number	Amount
Governmental Assistance Services 905 Joseph Drive Lawrence, KS 66049	administration	4/7/08	\$ 1,151.40
BG Consultants, Inc. 1405 Wakarusa Drive Lawrence, KS 66049	engineering inspection	3/19/08	\$ 16,057.55
Bates Utility Company, Inc. 841 Westwood Ind. Park Dr. Weldon Spring, MO 63304	construction	App #5 03/31/08	\$ 452,262.29
		TOTAL	\$ 469,471.24

Approved for payment by the Osawatomie City Council this 10th day of April, 2008.

Philip A. Dudley, Mayor

NEW BUSINESS

8.A. Election Results – Administer Oath of Office

The City Clerk will read the results of the election and administer the oath of office to the newly elected members of the Governing Body.

8.B. Elect Council President and Vice President

The Council needs to elect a president to preside in the absence of the mayor and a vice president.

8.C. Approve Official City Newspaper

The City Council yearly approves an official newspaper to record and act as an official record for City proceedings. The Osawatomie Graphic is currently the official newspaper.

8.D. Approve Official City Depositories

The Council yearly approves official depositories for City funds. The following are currently the official depositories:

Landmark National Bank
First Option Bank
TeamBank

NEW BUSINESS

8.G. Appointments

KMEA Board of Directors

Director #2

Appointed 4/12/07:

Director #1 – Bret Glendening
Alternate – Cheryl McGee

VACANCIES:

Recommendations

Board of Zoning Appeals

Growth Area

Planning Commission

Growth Area

Tourism Committee

2 positions

Steve Clark

NEW BOARD:

Recommendations

Building Code Board of Appeals

COUNCIL LIAISONS:

Served past year

Economic Development

Ted Hunter

Karen LaDuex

Library Board

Karen LaDuex

Planning Commission

Public Safety Advisory Board

Troy Dalton

Recreation Commission

Brent Kaempfe

Tourism Committee

Ted Hunter



ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, 2008 is the 136th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I Philip A. Dudley, Mayor of Osawatomie, do hereby proclaim April 26, 2008 as the 136th anniversary celebration of

ARBOR DAY

in the City of Osawatomie, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 10th day of April, 2008.

Philip A. Dudley, Mayor

PROCLAMATION

*Fair Housing Month
Issued by the Mayor
City of Osawatomie*

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunities; and

WHEREAS, the City of Osawatomie is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the US Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved,

NOW, THEREFORE, I, Philip A. Dudley, Mayor of the City of Osawatomie, on behalf of its citizens, do hereby proclaim the month of April as

FAIR HOUSING MONTH

And express the hope that this year's observance will promote fair housing practices throughout the City.

Proclaimed this 10th day of April, 2008.

Philip A. Dudley, Mayor
City of Osawatomie



CITY OF OSAWATOMIE
439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064
913-755-2146
FAX: 913-755-4164

CITY OF OSAWATOMIE

CITY MANAGER'S REPORT

April 10, 2008

REAL ESTATE SALES CONTRACT FOR ETI BUILDING:

The real estate sales contract for the ETI building south of town is a standard sales contract. The terms are for a 6% commission to be paid.

APPROVAL OF DOCUMENTS TO FINALIZE MEMBERSHIP IN KMIT:

Also included on this agenda are documents the council must adopt to finalize its membership into the Kansas Municipal Insurance Trust. They are standard documents that each current member of the Trust has adopted.

2007 UPDATE ON LEVEE REPAIR AND UPGRADE:

The US Army Corps of Engineers has all of the necessary documents and approvals needed to proceed with the levee repair project. They will be advertising for the job shortly (if they have not already done so by the time of this writing) and begin as soon as possible.

UPDATE OF CITY ZONING MAP AND ZONING REGULATIONS:

We have received a draft zoning map from Miami County. A public hearing will be scheduled to discuss the map as well as proposed changes to the zoning regulations. The first change, referring to overlay areas for singlewide trailers has already been mentioned here, but last week, we were notified that our new flood insurance rate maps were approved (remember the provisional accreditation agreement we signed with FEMA in early June) and those must be approved as well as some minor changes to the city's floodplain management regulations. I will be advocating adopting the model regulations as provided by FEMA and the Kansas Department of Agriculture as opposed to making the minor adjustments required in our current regulations. Failure to make the changes or adopt the map within six months will put the city's participation in the National Flood Insurance Program (NFIP) at risk.

NORTHLAND UPDATE:

We have met with two more potential developers for the Northland. At this point in time, I believe we are as close as we have ever been to seeing some possible activity in the area and I want to make the council aware that as things continue to develop and progress, there may be a need at some point to consider forming a TIF District, TDD, or some other economic development incentive to make the extension of infrastructure possible and not place the burden of extending infrastructure onto our existing tax base. These two options (TIF and TDD) are financed purely from the development itself.

JENSEN DRIVE OVERPASS RE-DECK:

Progress has again begun on the re-deck of the Jensen Drive Overpass. Weather permitting, it is anticipated to be opened again to traffic by mid-Summer.

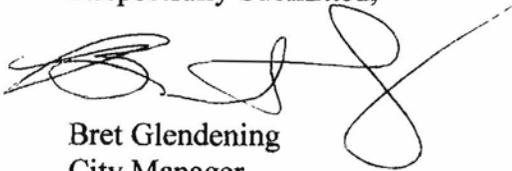
2008 STREET IMPROVEMENTS:

It is anticipated that the contractor for our 2008 street improvements will begin work on the planned street replacements within the next two weeks.

2008 SEWER PROJECT:

Work continues to move forward on the sewer project. Most of the work on the sewer project that will be overlapped by our street project has been completed. On tonight's agenda, you will find Change Order No. 3, in the amount of approximately \$61,000. This is a change order that was discussed in general at a council meeting last month by our engineer, Brian Kingsley. This change order reflects those point repairs that were negotiated to be for "time and materials" only. Staff recommends approval of the Change Order. As was also discussed, we continue to seek opportunities for value engineering in order to reduce the cost of the project and thus return more dollars into street repairs.

Respectfully Submitted,



Bret Glendening
City Manager