

# OSAGE CITY COUNCIL

Regular Meeting

September 10, 2024

7:00 p.m.

City Council Chambers – 221 S. 5<sup>th</sup>- Osage City, Ks

**Please join the meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/480138133>

- **You can also dial in using your phone. Long distance charges may be applied.**

United States: 1-(872) 240-3311

**Access Code:** 480138133#

New to GoToMeeting? Get the app now and be ready when your first meeting starts <https://global.gotomeeting.com/join/480138133>

- **MEETING ID:** 480-138-133
- **Audio only:** 1-(872) 240-3311

## I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors

## II. Consent Agenda

1. Approval of August 27, 2024 Regular Meeting Minutes
2. Approval of Control Burn Resolution No. 1121 from Tuesday, October 1, 2024 to Tuesday, December 31, 2024

## III. Business Before the Council

1. COF Training Services, Inc. Proclamation declaring September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week (Action Required)
2. 277 Market hearing as requested by Sterling Hughs for violation of Chapter 24 of the Code of Ordinances of the City of Osage City, Article II, Division 1 Environmental Code
3. Approve the purchase of a transformer for a new business (Action Required) -Dale Schwieger, Utilities Director
4. Approve the purchase of transformers for the continued city infrastructure improvement (Action Required) -Dale Schwieger, Utilities Director
5. Neighborhood Revitalization Program City vs. County discussion (Action Required) -Katie Hodge, City Manager
6. Reminder of the September 19<sup>th</sup> Mayor's Summit in Melvern from 6 pm- 8pm (Information) -Katie Hodge, City Manager
7. Citywide Garage Sale is September 20<sup>th</sup> – 21st (Information) -Katie Hodge, City Manager



**CITY OF OSAGE CITY**  
**COUNCIL MEETING**  
**August 27, 2024**

**ROLL CALL:** Now on this 27th day of August 2024, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City. The following members being present and participating to wit: Mayor Brian Stromgren. Council Members: Susan Smith, Mike Gilliland, Shirley Bausman, Mike Handly, Jeanette Swarts, Cathryn Houghton, Jeff Tice. Officials present: Rick Godderz, City Attorney; Katie Hodge, City Manager; Sadie Boos, City Treasurer; Amy Woodward, City Clerk; Dale Schwieger, Utilities Director. Others Present: None.

**APPROVAL OF THE AGENDA:**

*Motion by Swarts, second by Tice to approve the agenda. The motion was declared carried.*

**RECOGNITION OF VISITORS:** Daniel Davis, Managing Editor Osage County Herald – Chronicle; Evan Godderz.

**APPROVAL OF THE CONSENT AGENDA:**

1. Approval of August 13, 2024 Regular Meeting Minutes

*Motion by Tice, second by Handly to approve the consent agenda. The motion was declared carried.*

**BUSINESS BEFORE THE COUNCIL:**

1. **Approval of Resolution No. 1119 204 Lord Street for unsafe, dangerous, and directing the structure to be repaired or removed and the premises made safe and secure (Action Required)—Katie Hodge, City Manager**

*Motion made by Handly, second by Tice to deem the structures on even Lots 32,34 and 36, Block 23, Original Town, City of Osage City, Kansas, commonly known as 204 Lord Street Osage City, Kansas as unsafe or dangerous and direct the structures to be repaired or removed and the premises made safe and secure within 90 days from the publication of this resolution. The motion was declared carried.*

2. **Approval for the Comprehensive Fee Schedule Resolution No. 1120 to increase the city mowing rate on nuisance properties (Action Required)—Katie Hodge, City Manager**

City Manager, Hodge reviewed the proposed mowing fee schedule with Mayor and City Council.

*Motion made by Houghton, second by Smith to Approve the Comprehensive Fee Schedule to include increased mowing fees of \$200 per cutting and \$100 per man hour or portion thereof over 2 man-hours for nuisance property. The motion was declared carried.*

*At the request of Council Member Tice and on his motion, seconded by Council Member Gilliland and carried unanimously, the meeting adjourned.*

**APPROVED:** \_\_\_\_\_  
**Brian D. Stromgren, Mayor**

**ATTESTED:** \_\_\_\_\_  
**Amy Woodward, City Clerk**

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
09/10/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 1	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

COF Training Services, Inc. Proclamation

**BACKGROUND:**

This proclamation declaring September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week is in support of the profession and recognizing the valuable support and care they provide in our community

**FISCAL NOTE:**

NONE

**COUNCIL ACTION:**

1. Approve the proclamation declaring September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week
2. Reject the proclamation declaring September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week

**STAFF RECOMMENDATION:**

Declare September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week

**MOTION:**

I make a motion to:

- Declare September 8<sup>th</sup>-14<sup>th</sup> as Direct Support Professionals Week in recognition and appreciation of the dedication and contributions that these providers make to the enhance the lives of their clients

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
09/10/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

Sterling Hughs, owner of 277 Market, has requested a hearing Per Section 24-27 (3), which allows citizens to request a hearing before the governing body to discuss nuisance complaints against their property.

**BACKGROUND:**

The Code Administrator sent a nuisance letter to Mr. Hughes regarding the structures on the property that include the house and the detached garage. In the letter, the Code Administrator noted that the house is in a severe, dilapidated condition. The porch is in severe disrepair, dilapidated and unsightly. The fascia material around the house is rotten in areas and missing. The siding is damaged and missing in places. Paint is peeling in several places throughout the structure. The panel box is exposed to the elements and is not a weatherproof panel. In addition, there are cats living under the house. The Code Administrator also addressed issues with the detached garage. The detached garage is in very severe condition. The roof is beyond its life and the siding is extremely poor.

These structures are a blight on the surrounding community. Both structures need major work to bring to safe habitable conditions or razed and removed from the property.

Per the nuisance letter, Mr. Hughs had 10 days as of the date of the nuisance letter to abate the conditions, request a hearing, or an extension of expiration date at the discretion of the Code Administrator.

**FISCAL NOTE:**

The cost for the City to remove the structures is unknown at this time, but would be assessed against the property

**COUNCIL ACTION:**

1. Give Mr. Hughes more time for abatement
2. Move forward with condemnation

**STAFF RECOMMENDATION:**

2018



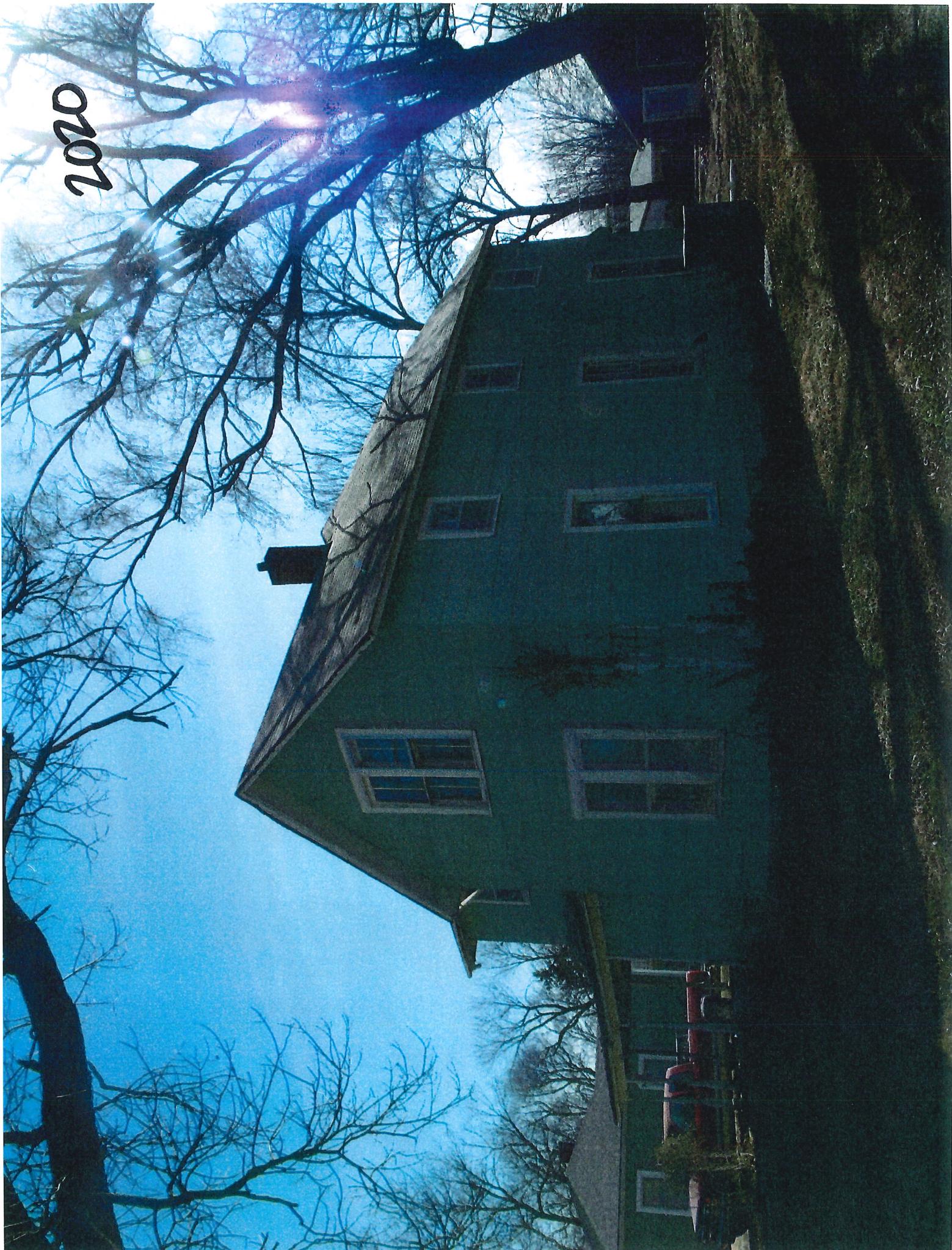
2018



2020



2020





2002



**Proud Past • Brilliant Future**

City of Osage City  
201 South 5th Street  
P.O. Box 250  
Osage City, Kansas 66523-0250  
888-246-3714  
785-528-3022 fax  
[www.osagecity.com](http://www.osagecity.com)

## NOTICE OF VIOLATION

2/28/20

Sterling Hughs  
15 Lakin lot 12  
Osage City, KS 66523

Re: 277 Market St- Nuisance Complaint

You are hereby notified you are in violation Chapter 24 of the Code of Ordinances of the City of Osage City, Article II, Division 1 Environmental Code. The purpose of this article is to protect, upgrade and regulate the environmental quality of industrial, commercial and residential neighborhoods of this city, by outlawing conditions which are injurious to the health, safety, welfare or aesthetic characteristics of the neighborhoods.

Chapter 24, Section 24-26, Unlawful Acts: Subsection (2) Exterior conditions (structure) shall include, but not limited to, deteriorated, dilapidated, or unsightly:

The detached garage is in an extreme dilapidated condition. Needs razed or totally overhauled.

The house is in a dilapidated condition. The porch being the worst part. This also includes but not limited to the eaves and gutters falling from the structure. This structure also needs razed or overhauled and made safe.

Chapter 24, Section 24-26, Division 2: Dangerous structures

The city has deemed these structures to be dangerous and unfit for occupation due to the dilapidated nature of the Structures.

2022







2027

2027



Porch



12/20/10



James Welch  
216 S. 9<sup>th</sup> Street  
P.O. Box 250  
Osage City, Kansas 66523-0250  
785-528-3714 City Hall  
785-528-3082 Office  
785-528-3022 Fax  
[CodeAdmin@osagecity.com](mailto:CodeAdmin@osagecity.com)

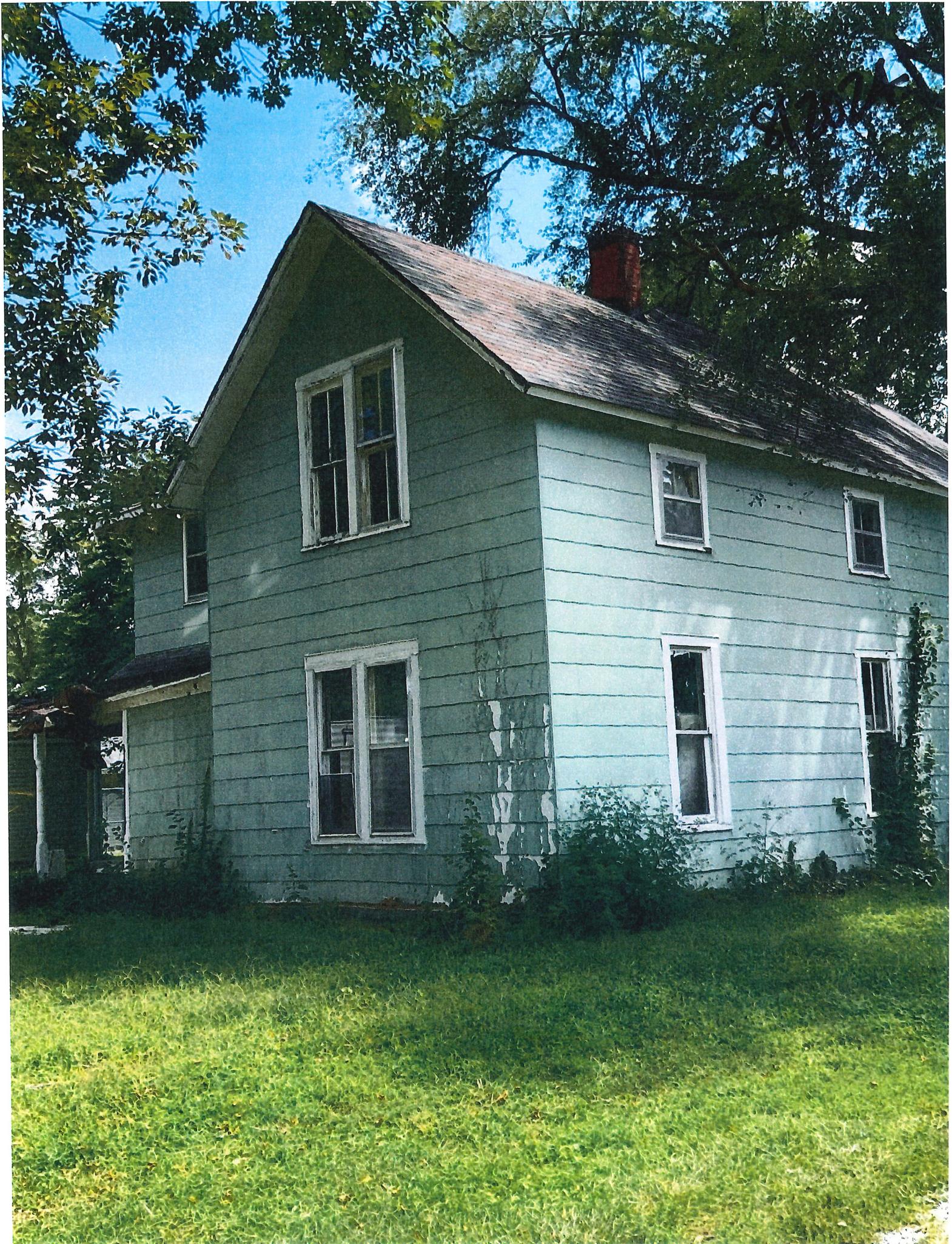
*Kansas*

**Proud Past • Brilliant Future**

Per Section 24-27, (2), **you are hereby directed to abate the conditions as cited above within ten (10) days of date of this notification.** Per Section 24-27 (3), you have ten (10) days from date of the notice to request a hearing before the governing body or their designated representative on the matter. You may request an extension of the expiration date at the discretion of the public officer.

**Failure to abate the nuisance or request a hearing within the time limit allowed may result in prosecution and/or abatement of the condition by the city with the costs assessed against the property.**

James Welch  
Code Administrator  
City of Osage City





8/2/2014





2008



**Proud Past • Brilliant Future**

James Welch  
216 S. 9<sup>th</sup> Street  
P.O. Box 250  
Osage City, Kansas 66523-0250  
785-528-3714 City Hall  
785-528-3082 Office  
785-528-3022 Fax  
[CodeAdmin@osagecity.com](mailto:CodeAdmin@osagecity.com)

Chapter 24, Section 24-26, Division 2: Dangerous structures

The city has deemed these structures to be dangerous and unfit for occupation due to the dilapidated nature of the Structures.

Per Section 24-27, (2), **you are hereby directed to abate the conditions as cited above within ten (10) days of date of this notification.** Per Section 24-27 (3), you have ten (10) days from date of the notice to request a hearing before the governing body or their designated representative on the matter. You may request an extension of the expiration date at the discretion of the public officer.

**Failure to abate the nuisance or request a hearing within the time limit allowed may result in prosecution and/or abatement of the condition by the city with the costs assessed against the property.**

James Welch  
Code Administrator  
City of Osage City

The detached garage is in very severe condition. The roof is beyond its life. The siding is extremely poor. This structure is a blight on the surrounding community.

Both structures need major work to bring to safe habitable conditions or razed and removed from the property.

Attachments (as necessary): **See Photos**

9/2004





ALTA

CAUTION



10/10/20





12016

12016

9/2024



BOX 180, COLMAN, SOUTH DAKOTA 57017  
 Toll Free Number 800-843-7994  
 Phone (605) 534-3555  
 FAX (605) 534-3861

**INVOICE**

INVOICE NO.	I 165399
INVOICE DATE	8/28/2024

S  
O  
L  
D  
  
T  
O

OSAGE CITY MUNICIPAL LIGHT PLANT  
 201 S FIFTH ST  
 OSAGE CITY, KS 66523

S  
H  
I  
P  
  
T  
O

OSAGE CITY MUNICIPAL LIGHT PLANT  
 201 S FIFTH ST  
 OSAGE CITY, KS 66523

Terms: Net Cash - 30 Days

ORDER DATE	ORDER NO.	CUST. NO.	CUST. P.O.	S/M	SHIP VIA	SHIP REMARKS
8/22/2024	165399	12383	2024-106	JOHNB	COLMAN TRANS.	

ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
1		000500 KVA THREE PHASE PAD MOUNT W/O TAPS PRI VOLT: 12470GRD.Y/7200 SEC VOLT: 208Y/120 DEAD, RADIAL, BAYONET, 12 HOLE, 3GA'S I281KU DAVE RICE EXP SLOT 11-25-24 5000#	20995.000	20995.00

**PAY THIS AMOUNT**

**TOTAL**

20995.00

(The amount payable under this invoice is the amount due the supplier and does not include any State and local taxes if applicable on this transaction.)

A 1 1/2% Finance Charge will be added to the unpaid balance of the invoice if not paid within 30 days from date of invoice. This is equivalent to an annual percentage rate of 18%.

**ELECTRONIC COPY**

Signature

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
09/10/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Dale Schwieger, Utilities Director	BY:

**ITEM:**

Purchase transformers that were approved in the 2024 CIP Budget plan

**BACKGROUND:**

Each year, transformers are purchased for the changeover from 2400/ 416 phase to phase to 7200/ 416 phase to phase. The purchase amount of this invoice is \$30,120.00, leaving approximately \$15,000.00 should additional transformers are needed for the new housing coming to Osage City.

---

**FISCAL NOTE:**

**COUNCIL ACTION:**

- 1) To accept the recommendation
- 2) To reject the recommendation
- 3) Table the discussion to a later council meeting

**STAFF RECOMMENDATION:**

Approve the purchase of transformers.

**MOTION:**

I make a motion to approve the purchase of transformers not to exceed the amount of \$35,000



"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994  
(Outside U.S.) 605-534-3555  
FAX 605-534-3861  
Website <http://t-r.com>

**Quote Rev. 123750-1**

Date: 08/23/2024

Contact: Chris Croucher

Company: KMEA Mid-State

Phone: 785-760-0982

Fax:

Email: [croucher@kmea.com](mailto:croucher@kmea.com)

### Item #1 - Single Phase 25 KVA Pole Mount

Product Type: Reconditioned

Transformer Type: Pole Mount

#### **Specifications:**

KVA:	25	Phase:	1
High Voltage:	2400/4160Y X 7200/12470Y	Low Voltage:	120/240
Taps:	W/O TAPS		

#### **Accessories:**

- Sky Gray Paint
- Non-PCB Label
- Mineral Oil (standard)
- Single Hanger
- Pressure Relief Device
- Conventional
- Secondary Lug
- Primary Top Mounted
- Double Primary Bushing

#### **Notes:**

HV double bushing, conventional, LV lugs, 3 YEAR WARRANTY. Quote good for 15 days

**Quantity:** 6  
**Warranty:** 36 Month Guarantee

**Price:** **\$2,025.00 USD Each**  
**Manufacturing Time:** 14 - 16 weeks (ARO)

**Delivery:** Fob: Destination

After Release to Production

#### **Electrical Tests:**

1. Transformer Turns Ratio Test
2. Polarity and Phase Relation Test
3. DC HYPOT TEST  
Performed at Two Times Rated Line Voltage Plus 1000 Volts
  - a. HV to LV
  - b. HV to Ground
  - c. LV to Ground

4. Core Loss and Excitation Test
5. Load and No Load Testing
6. Induced Potential Test at 400 Hertz for 7200 Cycles



**36 MONTHS**  
**100%**  
**Guarantee**

## **GUARANTEE**

**ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.**

**We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.**

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555  
(800) 843-7994  
FAX: (605) 534-3861  
E-MAIL: t-r@t-r.com

and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer.

**10. Delay Damages.** In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestone or deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or end-user which contributed to the delay at issue.

**11. Intellectual Property.** The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.

**12. Transfer.** In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.

**13. Title; Risk of Loss.** Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

**14. Contract Variations.** The following terms apply to purchase order variations.

**Drawing Approval and Changes:** If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

**Hold:** An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

**Change Order:** A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus \$500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

**Customer Supplied Material:** In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:

(i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.

(ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.

(iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.

T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

**Service Conditions:** Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:

(i) The transformer is designed for step down duty.

(ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.

(iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.

(iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater than 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.

(v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.

Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

**15. Termination by Customer.** An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:

If engineering is complete, 25% of the Product price

If purchasing is complete, 50% of the Product price

If materials have been received by T&R, 75% of the Product price

Within six weeks of acknowledged date of shipment, 100% of the Product price

**16. Suspension by Customer.** Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).

**17. Delayed Shipment; Storage.** When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of \$250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

**18. Termination by T&R.** T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.

**19. Returning of Product.** No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

**20. Product Notices.** Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

**21. United States Export Controls.** Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.

**22. Testing and Acceptance of Goods.** Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.

**23. Severability.** If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.

**24. No Assignment.** Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.

**25. Disputes; Choice of Law; Venue.** If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to

# CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE  
09/10/2024

TIME  
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT:  Administration	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Katie Hodge, City Manager	BY: KH

**ITEM:**

The Neighborhood Revitalization Program for the County

**BACKGROUND:**

Both Osage County and Osage City have Neighborhood Revitalization Programs (NRP) which slightly differ from each other. For our citizens to be allowed to participate in the county's program, we will need to sign an interlocal agreement. This would allow our citizens to choose to participate in our program or the county's. We could also choose to terminate our NRP agreement and only enter into a interlocal agreement with Osage County which would then create only 1 NRP agreement. Tricia Webb with Osage County Land and Development will be attending the meeting to answer questions and provide information on the NRP.

The key differences:

- The county requires property value be increased by 15%. Osage City – 25%
- The county application must be filed within 30 days of the issuance of a Building Permit. Osage City – 60 days
- Osage City's applications must be approved by the Board of County Commissioners before construction starts.
- Osage City has a Commercial area defined, while the county does not

**FISCAL NOTE:**

**COUNCIL ACTION:**

1. Approve the interlocal agreement for the county NRP
2. Reject the interlocal agreement for the county NRP
3. Table for discussion at a later council meeting

**STAFF RECOMMENDATION:**



**NEIGHBORHOOD REVITALIZATION PROGRAM  
OSAGE COUNTY, KANSAS  
INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Osage County, Kansas (hereinafter referred to as "County"), and the public agencies:

---

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17, 114 et seq. provides a program for neighborhood revitalization and further allows for the use of interloal agreements to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17, 119 by acting jointly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as the OSAGE COUNTY REVITALIZATION PROGRAM, attached hereto and incorporated by reference as if full set forth herein.
2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12017, 118 for the purpose of financing and redevelopment and to provide rebates. Any increment in property taxes received resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the neighborhood revitalization fund.
3. This agreement shall expire December 31, 2032. The parties agree that any party may terminate this agreement prior to December 31, 2032, by providing thirty (30) days advance notice, however, any application for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

Neighborhood Revitalization Program  
Osage County, Kansas



# NEIGHBORHOOD REVITALIZATION PLAN

## Exhibit B

### Neighborhood Revitalization Property Tax Rebates Osage County, Kansas

#### **Part 1 Mission**

The primary intent of the Kansas Neighborhood Revitalization Act is to provide communities with a long-term increase and stabilization in their property tax base by encouraging the rehabilitation or new construction which may not otherwise have occurred

#### **Part 2 Objectives**

In accordance with K.S.A. 12-17, 114 et seq, the Kansas Neighborhood Revitalization Program, uses property tax rebates to provide incentives to revitalize designated areas or districts determined to be in need of improvement.

Osage County has adopted the following primary objectives for revitalization:

to promote redevelopment, rehabilitation, or conservation of existing residential, agricultural, and commercial properties, and; 2) new construction for commercial and agricultural properties, and; 3) construction of new residential living units within Osage County.

#### **Part 3 Statement of Findings**

Through the course of examining recent activities plus demographic information, it appears that Osage County exhibits characteristics of being economically disadvantaged with ensuing community deterioration. Informational highlights are provided as follows.

Osage County has a 2019 population of 15,949.

The median household income in Osage County is \$54,090 with a poverty rate of 10.1% compared to Kansas at \$62,087.

The median house value is \$115,700 compared to Kansas at \$163,200.

A Neighborhood Revitalization Plan should be viewed as an essential tool for promoting growth and expansion in the County. Economic or community development efforts will be able to utilize this Plan as one means or promoting growth and revitalization.

#### **Part 4 Proposed Remedy**

Provide a competitive tax rebate program to promote current structure revitalization and attract new residential and commercial growth.

#### **Part 5 Interlocal Agreement**

In Pursuant to K.S.A. 12-2901 et. seq., Osage County requests that all governing bodies with taxation authority within Osage County participate in an Interlocal Agreement for Neighborhood Revitalization. The purpose of the Osage County Neighborhood Revitalization plan is to promoted economic development through the Kansas Neighborhood Revitalization Property Tax Rebate Program. This opportunity can be enhanced by the participation of all taxing agencies in the county.

Affected municipalities in Osage County include:

- City of Burlingame
- City of Carbondale
- City of Lyndon

The Osage County Neighborhood Revitalization Tax Rebate Program applies to all non-publicly owned areas of the County and corporate limits of all cities.

**Part 6 Revitalization Area**

All non-publicly owned areas of the County limits

**Part 7 Establishment of a Neighborhood Revitalization Fund**

After the adoption of this Revitalization Plan, a corresponding Revitalization Fund will be established to finance the project. Any incremental increase in valuation resulting from improvements made to property located within the designated Revitalization Area may be credited to the Revitalization Fund for the purpose of returning all or a portion thereof back to the tax payer in the form of a rebate.

**Part 8 Appraised Valuation of Real Property**

The existing appraised valuation of the real property in the proposed revitalization area, listing land and improvements values separately are on record at the Osage County Appraiser's office.

**Part 9 Listing of Owners - of Record within the Revitalization Area**

The names and addresses for owners-of-record of real-property within the proposed revitalization area are on record at the Osage County Clerk's Office.

**Part 10 Existing Zoning Classification and Boundaries**

Existing zoning classifications with corresponding boundaries are on record at the Osage County Land Use.

**Part 11 Existing and Proposed Land Uses**

According to Osage County Zoning and Subdivision Regulations, conditional use permits will be pursued as warranted in accordance with governing authority procedures.

**Part 12 Capital Improvements Planned for Revitalization Area**

All public facilities, infrastructure, and utilities will continue to be maintained as part of the routine operations. Specific needs for the upgrading of existing, or addition of new public capital improvements are expected but currently unidentified.

**Part 13 Applicant Eligibility**

1. Applicant must demonstrate ownership; or
2. If applicant is a tenant, a copy of the lease contract providing proof of leasehold interest indicating lessee is responsible for all ad valorem taxes.
3. Any applicant approved for, or participating in, this tax rebate program shall be required to meet or maintain ANY other compliance mandates as required by Federal, State, or local governing authorities.
4. Applicant must be timely in their efforts for program application and participation.
5. Applicant purchasing property pursuant to an installment contract and who has an equitable interest in the real property is eligible to apply. The applicant must demonstrate to the County that the applicant is contractually responsible to pay all the real property taxes.

8. Construction and/or renovation should be completed within twelve months after application approval. An extension can be granted by the Osage County Commissioners under special circumstances.
9. When the project is deemed eligible for rebates, an "Application for Rebate" form will be mailed to the owner of record for completion and submission to the County Clerk for a rebate of taxes paid. This form will be mailed on or near the same time that tax statements are sent to those properties which continue to qualify and/or are eligible. Some projects may initially qualify for rebates but due to depreciation or depletion may not maintain the value threshold necessary for the qualification for the full term of the project's life.
10. The Neighborhood Revitalization Tax Rebate is transferable upon consummation of a legitimate sales transaction. Transference of real property must be recorded in the Osage County Register of Deeds office. Rebates will continue to be awarded only if eligibility is maintained.

#### **Part 16 Application Process**

A completed application must be filed with the County Appraiser's office to qualify for program participation. All required permits must be obtained from the appropriate governmental agencies prior to submitting the Neighborhood Revitalization Tax Rebate application. The application must be submitted before construction begins to qualify for program participation. An interior and exterior inspection may be required as a condition of the application approval and upon completion.

A processing fee of \$125.00 must be paid with the initial application. If the improvements to the property do not meet the required eligibility criteria as outlined in the Kansas Revitalization Plan to qualify for the tax rebate, the processing fee will be refunded by the Osage County Treasurer's Office. There will be an annual \$25.00 processing fee which will be deducted from the program participant's annual rebate.

#### **Part 17 Revitalization Plan Time - Period**

The Osage County Neighborhood Revitalization Plan shall commence in the year 2022 and applications will be accepted until December 31, 2032.

#### **Part 18 Revitalization Plan Revision and Review**

This Revitalization Plan will be reviewed within 10 years of the effective date. The county commissioners reserve the right to review, edit, or discontinue offering the program for new applicants at any time.



**NEIGHBORHOOD REVITALIZATION PROGRAM  
OSAGE COUNTY, KANSAS  
INTERLOCAL AGREEMENT**

Exhibit B

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Osage County, Kansas (hereinafter referred to as "County"), and the public agencies:

---

---

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17, 114 et seq. provides a program for neighborhood revitalization and further allows for the use of interloal agreements to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17, 119 by acting jointly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as the OSAGE COUNTY REVITALIZATION PROGRAM, attached hereto and incorporated by reference as if full set forth herein.
2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12017, 118 for the purpose of financing and redevelopment and to provide rebates. Any increment in property taxes received resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the neighborhood revitalization fund.
3. This agreement shall expire December 31, 2032. The parties agree that any party may terminate this agreement prior to December 31, 2032, by providing thirty (30) days advance notice, however, any application for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period.

RESOLUTION NO. 22-10

**A RESOLUTION ADOPTING THE 2022 OSAGE COUNTY NEIGHBORHOOD REVITALIZATION PLAN AS AUTHORIZED BY K.S.A. 12-17, 114, ET SEQ., AND APPROVING AN INTERLOCAL AGREEMENT FOR THE ADMINISTRATION THEREOF.**

**WHEREAS**, The Osage County, Kansas Commissioners, recognize the need for redevelopment, reinvestment, restoration, preservation, and new construction within specific areas of the community; and

**WHEREAS**, the Governing Body, pursuant to K.S.A. 12-17, 114, et seq., desires to adopt a neighborhood revitalization plan to assist the redevelopment, reinvestment, restoration, preservation, and new construction of certain designated areas within the Osage County limits and

**WHEREAS**, the Neighborhood Revitalization Plan designates and establishes neighborhood revitalization area as the entire county, plus the areas committed by an interlocal agreement as described in the plan and attachments thereto; and

**WHEREAS**, in accordance with the requirements of K.S.A. 12-17, 117, notice of a public hearing was published a least once each week for two consecutive weeks in a newspaper of general circulation within Osage County, and, a public hearing was held by the Governing Body on March 14, 2022 regarding the proposed adoption of the Plan; and

**WHEREAS**, the Governing Body specifically finds that the areas identified in the Neighborhood Revitalization Plan are areas in which there is a predominance of buildings or improvements which by reason of age, history, architecture, disinvestment, or significance should be preserved or restored to productive use; and that redevelopment of the area is necessary to protect the public health, safety, welfare, and historic investment of the residents of Osage County, Kansas.

**WHEREAS**, Osage County,

**NOW THEREFORE**, be it resolved by the Governing Body of Osage County, Kansas, that:

**Section 1.** The Governing Body hereby adopts the Neighborhood Revitalization Plan attached hereto as Exhibit A, including the designation of the neighborhood revitalization areas based upon findings consistent with K.S.A. 12-17, 115(c).

**Section 2.** The Governing Body hereby approves the interlocal agreements, in substantially the form as provided in Exhibit B, to provide for the implementation of the Neighborhood Revitalization Plan, as authorized by K.S.A. 12-2914, et seq., and at such time as the interlocal agreement is executed by Osage County and approved by the Kansas Attorney General, such agreement shall be incorporated into this Resolution No. 1085 by reference.

**Section 3.** This resolution shall be in full force and effect from and after 6-1-22

Passed and approved by the Governing Body of Osage County, Kansas, on this 15<sup>th</sup> day of March 2022.

  
County Commissioner

ATTEST:   
County Clerk

**OSAGE COUNTY, KANSAS  
NEIGHBORHOOD REVITALIZATION TAX REBATE  
APPLICATION**

Property Owner's Name \_\_\_\_\_  
First, MI, Last

Property Owner's Mailing Address \_\_\_\_\_  
Street Address, City, State, Zip code

Property Owner's Phone Number \_\_\_\_\_

Parcel Identification Number \_\_\_\_\_  
(Located on your tax statement)

Legal Description of Property \_\_\_\_\_  
(Located on your tax statement)

Existing Use \_\_\_\_\_ Proposed Use \_\_\_\_\_

Age of Principal Building \_\_\_\_\_

Occupancy Status During the Last 5 Years \_\_\_\_\_

List of Buildings to be Demolished if Applicable \_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Date of Completion \_\_\_\_\_

Estimated Cost of Improvements (Attach estimates) \_\_\_\_\_

Please check one of the following property descriptions:  
 All Contractor built (turn-key)  Pre-built, moved to site  Modular Home  Manufactured Home  
 Contractor/Owner participation  All owner built  Other

Square feet of area being remodeled or built \_\_\_\_\_

Proposed Improvements or Remodel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional pages if needed

Exhibit A

**2022**

**CITY OF OSAGE CITY**

***Neighborhood Revitalization Plan***

**Osage City Council**

**February 22, 2022**

Adapted and modified from prior 2011 Osage County Neighborhood Revitalization Plan developed by Osage County Economic Development Director Stephanie Watson

# NEIGHBORHOOD REVITALIZATION PLAN

Neighborhood Revitalization Property Tax Rebates  
Osage City, Kansas

## Part 1 Mission

The mission of this Neighborhood Revitalization Plan, as provided by K.S.A. 12-17, 114 et seq, is to utilize the Neighborhood Revitalization Property Tax Rebate program to promote revitalization activities such as redevelopment, rehabilitation and conservation. Rebates are to be utilized as an incentive to stimulate investment necessary for the achievement of the revitalization activities within Osage City. This can be accomplished by stimulating new construction of commercial and agricultural properties, and the rehabilitation, conservation or redevelopment of residential, commercial, industrial and agricultural properties within the revitalization area. New residential living unit construction (infill) can be developed within the municipalities participating in this program.

## Part 2 Objectives

In accordance with K.S.A. 12-17, 114 et seq, the Kansas Neighborhood Revitalization Program, uses property tax rebates to provide incentives to revitalize designated areas or districts determined to be in need of improvement.

Osage City has adopted the following primary objectives for revitalization efforts:

1) to promote redevelopment, rehabilitation, or conservation of existing residential, agricultural, and commercial properties, and; 2) new construction for commercial and agricultural properties, and; 3) construction of new residential living units within the city limits of the City of Osage City.

The Kansas Revitalization Program outlines specific criteria for property to be eligible for the program. Osage City has a multitude of conditions detrimental to a growth oriented community. Conditions identified as a barrier which impair city or county growth include:

- Properties which exhibit physical or functional obsolescence
- Conditions which have retarded adequate housing accommodations
- Conditions which have manifested an economic or social liability to the community

All projects must clearly demonstrate ability to achieve social and/or economic benefit for the residents of Osage City; i.e. at least one of the above mentioned objectives must be met.

A city-wide Neighborhood Revitalization Plan should be viewed as an essential tool in the overall Incentive Package. The revitalization plan will be utilized to actively promote growth and expansion, i.e. as associated with a vital and prosperous community.

## **Part 5 Inter-Local Agreement**

In light of information provided within the above Statement of Findings, and pursuant to K.S.A. 12-2901 et seq, Osage City requests that all governing bodies with taxation authority within Osage City participate in an Inter-Local Agreement for Neighborhood Revitalization. The purpose of the Osage City Neighborhood Revitalization plan is to promote economic development through the Kansas Neighborhood Revitalization Property Tax Rebate Program. These opportunities can be enhanced by the participation of all property owners within the city.

Affected entities within Osage City include the following:

- City of Osage City
- Osage County Fire District #2
- Osage City Public Library
- Osage County

Governing bodies providing official signatures joining in the Inter-Local Agreement attest to their support and willingness to participate in the Osage County Neighborhood Revitalization Plan as presented in this document.

## **Part 6 Designation of Revitalization Area**

The designated revitalization area of Osage City includes, and is described as:

All non-publicly owned areas of the City within the corporate limits, which are parties to the Osage City Neighborhood Revitalization Plan, See Attachment 1 & 2 Neighborhood Revitalization Area Maps.

These documents shall also be on file at the Osage County Register of Deeds Office.

## **Part 7 Establishment of a Neighborhood Revitalization Fund**

After the adoption of this Revitalization Plan, a corresponding Revitalization Fund will be established to finance the project. Any incremental increase in valuation resulting from improvements made to property located within the designated Revitalization Area may be credited to the Revitalization Fund for the purpose of returning all or a portion thereof back to the tax payer in the form of a rebate.

## **Part 14 Property Eligibility**

References for property eligibility are listed below.

### **Residential Property**

- 1) Rehabilitation, alterations, and additions to any existing residential structure shall be eligible.
- 2) New residential living units will qualify for the Revitalization program if built in the incorporated city limit boundaries.
- 3) Eligible residential property may be located anywhere within the designated revitalization area.
- 4) Improvements to existing or construction of new residential accessory structures such as garages, gazebos, storage buildings, workshops, swimming pools, etc. shall not be eligible.

### **Historical Properties**

Properties listed on the Federal or State Historical Register shall be eligible.

### **Commercial/Industrial/Agricultural**

- 1) Rehabilitation, alterations, and additions to any existing commercial structure used for retail, office, manufacturing, warehousing, institutional, or other commercial/industrial/agricultural purposes shall be eligible.
- 2) Construction of new commercial structures, including the conversions of all or part of a non-commercial structure into a commercial structure, used for retail, office manufacturing, warehousing, institutional, or other commercial/industrial/agricultural purposes shall be eligible.
- 3) Improvements to existing or construction of new structures used for public utility or railroad purposes shall not be eligible.
- 4) Eligible commercial/industrial/agricultural property may be located anywhere within the designated revitalization area.

### **Agricultural Properties**

- 1) Rehabilitation, alterations and additions to any existing building used and classified for tax purposes as agriculture shall be eligible.
- 2) Construction of new structures used for agriculture purposes or agri-tourism activities shall be eligible.

The deadline for completion of each proposed project is 12 months.

## **Part 16 Application Process**

A completed "Application for Property Tax Rebate" must be filed with the County Appraiser's office to qualify for program participation. Application must be submitted before construction begins to qualify for program participation. An interior and exterior inspection may be required as a condition of the application approval. When the project is completed, the Osage County Appraiser's office will perform an interior and exterior inspection upon completion.

A non-refundable processing fee of \$125.00 must be paid with the initial application. There will be a \$50.00 extension fee. If the improvements to the property do not meet the required eligibility criteria as outlined in the Kansas Revitalization Plan to qualify for the tax rebate, the processing fee will be refunded by the Osage County Treasurer Office. There will also be a \$25.00 annual processing fee which will be deducted from the program participant's annual rebate.

## **Part 17 Revitalization Plan Time - Period**

The Osage County Neighborhood Revitalization Plan shall commence in the year 2021 and applications will be accepted until December 31, 2030.

## **Part 18 Revitalization Plan Revision and Review**

This Revitalization Plan will be reviewed within five (5) years of the effective date; at which time the Inter-Local Agreement signatories will consider modifications. This Plan can be modified at any time by the Osage City Council in conjunction with the Board of County Commissioners through mutual agreement.

## **Part 20 Other Eligibility Criteria**

Please note this Plan has no workforce requirements. However, any project not directly contributing to one or more of the Objectives, as stated in this document, may be at risk of non-approval of the initial application or subsequent year re-application.

Based upon this criterion, the governing bodies as outlined in the Inter-Local Agreement, and by a simple majority vote; reserve the right to reject or terminate any application clearly not meeting one or more of the Objectives.

The governing bodies also reserve the right to amend this document as may be required by any superior governing authority or as otherwise determined to be beneficial to the process.

### **Application Contents**

Applications for tax rebates must include the following information. Please note that additional information may also be required.

#### **General Information:**

- 1) Owner's name and mailing address with telephone and other contact information
- 2) Property address with full legal description, including parcel number
- 3) Building permit number
- 4) Proposed property use with planned improvements
- 5) Estimate cost of improvements
- 6) Proof of historical register listing if applicable
- 7) List of buildings proposed to be or actually demolished
- 8) Applicant must consent to an onsite interior and exterior inspection to be conducted before construction begins and after completed

#### **Commencement of Construction:**

- 1) Date for construction commencement, and
- 2) Estimated completion date of construction activities

### **Application Procedures**

- 1) Prior to submitting an application for a Neighborhood Revitalization Tax Rebate, interested parties must first obtain a building permit from the City of Osage City.
- 2) Application Packets for a Neighborhood Revitalization Tax Rebate can be obtained from the Osage County Appraiser's Office, Osage County Clerk's Office, or Osage City Clerk's Office and can be obtained on the Osage City website.

Please note that property appraisal, valuation, and determination of tax liability are governed by separate authorities and are not part of the Revitalization Plan process.

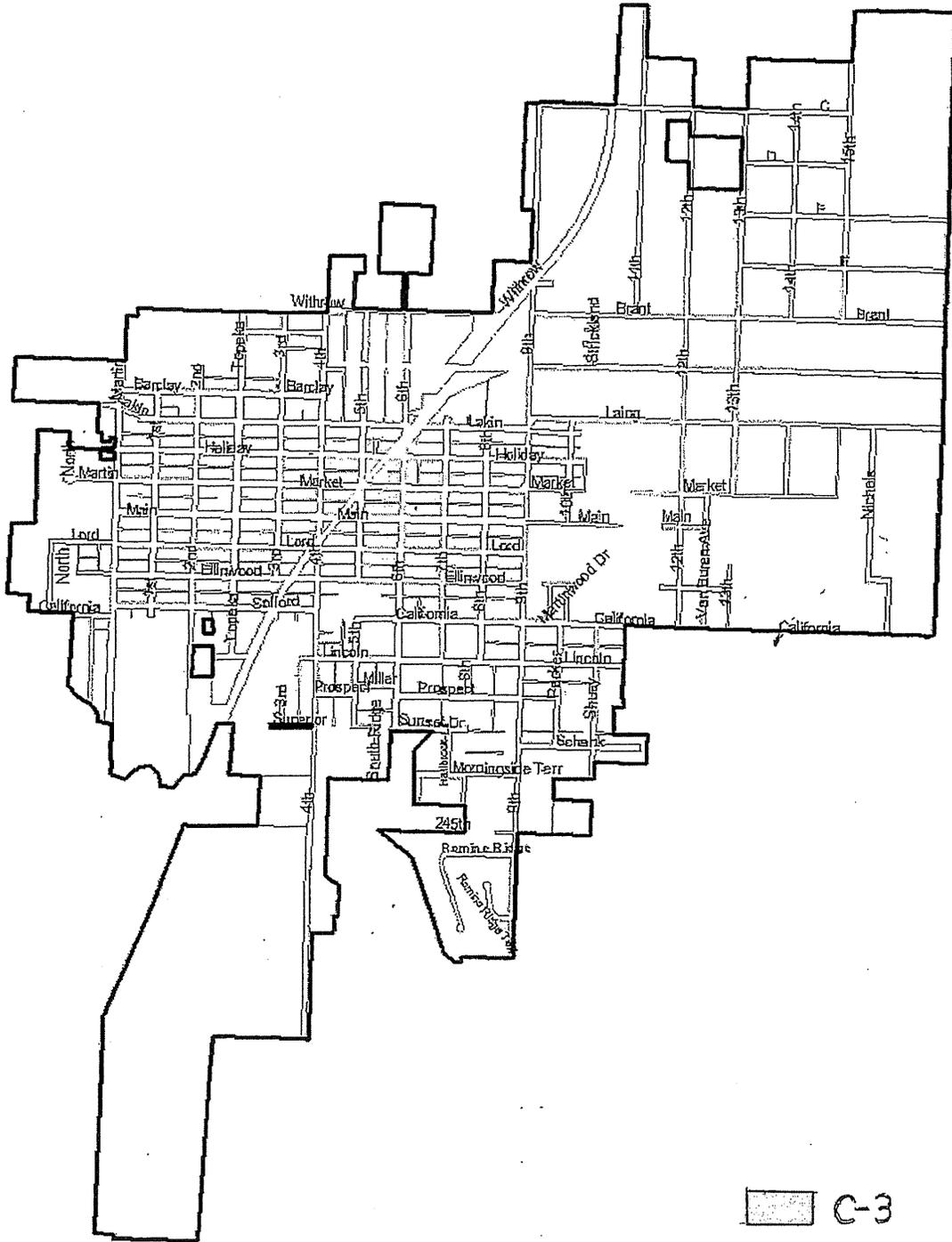
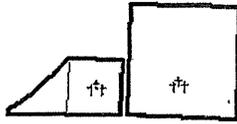
Awarded Tax Rebate Schedules shall be applicable to any change in assessed value or mill levy during the participation of the program.

Approval of an application may be withdrawn if application or other information provided by applicant or participant is erroneous or fraudulent in nature.

## **ATTACHMENTS #1 & #2 Area Maps** *(Next Two Pages)*

*Referencing Section Part 6 Page 5*

# Osage City NRP - Attachment #2



-  C-3
-  City Limits
-  City blocks



6. Term. This agreement shall expire December 31, 2031. The parties agree to undertake a review of the Plan, on or before October 31, 2031, to determine any needed modifications to the Plan and participation in a new interlocal agreement. The parties may terminate or extend this Agreement prior to December 31, 2031 by mutual written consent. Any applications for tax rebates submitted prior to the termination or expiration of this agreement shall, if approved, be considered eligible for the duration of the rebate period.

7. Amendments. The parties agree that the Plan, as adopted and attached hereto, will not be amended without the written approval of the parties, except as may be necessary to comply with applicable law.

8. Duplication. This Interlocal Agreement shall be executed in duplicate form.

9. Termination. The parties may terminate or extend this Agreement prior to December 31, 2031, by written, mutual consent. However, eligible rebate applications submitted prior to termination of the program shall be honored. The parties agree that the area described in the Plan may be modified to meet the needs of the Plan. The parties do not intend to acquire, hold, or dispose of real and/or personal property in this joint or cooperative under-taking.

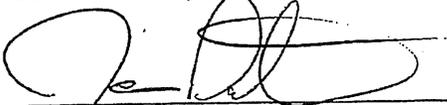
10. Interlocal Agreement. The parties further recognize and acknowledge that each party is a "municipality", as defined in K.S.A. 12-2908, and that this Interlocal Agreement is a contract between municipalities to perform a governmental undertaking which each contracting party is authorized by law to perform. Accordingly, pursuant to K.S.A. 12-2908(c), this Agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and this Agreement is, therefore, not subject to approval by the Attorney General of the State of Kansas.

11. Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the parties.

12. Attorney General Approval. The parties further recognize and acknowledge that this Agreement is subject to approval by the Attorney General of the State of Kansas.

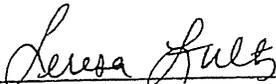
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF OSAGE CITY, KANSAS

By:   
James Peterson, Mayor

Date approved: February 22, 2022.

ATTEST:

  
Teresa Fultz, City Clerk



NEIGHBORHOOD REVITALIZATION PLAN APPLICATION FOR CITY OF OSAGE CITY  
BEFORE THE COUNTY APPRAISER OF OSAGE COUNTY, KANSAS.

IN THE MATTER OF QUALIFICATION OF PROJECT NO. \_\_\_\_\_  
FOR PARTICIPATION IN CITY OF OSAGE CITY NEIGHBORHOOD REVITALIZATION  
PLAN.

APPLICATION TO QUALIFY AND TO PARTICIPATE

PART I

1. OWNER'S NAME \_\_\_\_\_
2. PARCEL ID NO.: \_\_\_\_\_
3. (a) OWNER'S MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
- (b) OWNER'S PHONE NO. \_\_\_\_\_
- (c) OWNER'S EMAIL ADDRESS: \_\_\_\_\_
4. PROPERTY ADDRESS: \_\_\_\_\_
5. LEGAL DESCRIPTION OF PROPERTY: (attach separate sheet if more space is needed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. APPLICATION FEE: \_\_\_\_\_
7. BUILDING PERMIT NO. \_\_\_\_\_ (if applicable)

INTENDED USE AND CLASSIFICATION OF PROPOSED IMPROVEMENT  
(Circle word application in 8, 9, 10, and 11 below)

8. RESIDENTIAL • COMMERCIAL • INDUSTRIAL  
AGRICULTURAL • HISTORICAL • OTHER
9. NEW • REHABILITATION

Under penalty of perjury, I hereby state that all information contained in the above Application is true and correct.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**OSAGE COUNTY APPRAISER'S ACTION ON APPLICATION**

**PART II**

Subject to meeting the minimum increase in appraised value directly attributable to the improvement requirement of 25% increase in building appraised value of the determined class, the above application is hereby (circle word applicable):

**CONDITIONALLY APPROVED**

**DENIED**

\_\_\_\_\_  
Osage County Appraiser

\_\_\_\_\_  
Date

**OWNER'S REPORT(S) OF STATUS OF CONSTRUCTION**

**PART III**

(a) **(To be used only if construction is not completed on the January 1<sup>st</sup> first following date of Osage County Appraiser's Approval under Part II)**

Construction and Improvement was not completed on the January 1<sup>st</sup> first following date of Osage County Appraiser's Approval under Part II.

Estimated completion date is: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**RESOLUTION NO. 1085**

**A RESOLUTION ADOPTING THE 2022 CITY OF OSAGE CITY NEIGHBORHOOD REVITALIZATION PLAN AS AUTHORIZED BY K.S.A. 12-17, 114, ET SEQ., AND APPROVING AN INTERLOCAL AGREEMENT FOR THE ADMINISTRATION THEREOF.**

**WHEREAS**, The Governing Body of the City of Osage City, Kansas, recognizes the need for redevelopment, reinvestment, restoration, preservation, and new construction within specific areas of the community; and

**WHEREAS**, the Governing Body, pursuant to K.S.A. 12-17, 114, et seq., desires to adopt a neighborhood revitalization plan to assist the redevelopment, reinvestment, restoration, preservation, and new construction of certain designated areas within the city limits of Osage City; and

**WHEREAS**, the Neighborhood Revitalization Plan attached as **Exhibit A** hereto designates and establishes two separate neighborhood revitalization areas, as described in the plan and attachments thereto; and

**WHEREAS**, in accordance with the requirements of K.S.A. 12-17, 117, notice of a public hearing was published a least once each week for two consecutive weeks in a newspaper of general circulation within the city of Osage City, and, a public hearing was held by the Governing Body on February 22, 2022 regarding the proposed adoption of the Plan; and

**WHEREAS**, the Governing Body specifically finds that the areas identified in the Neighborhood Revitalization Plan are areas in which there is a predominance of buildings or improvements which by reason of age, history, architecture, disinvestment, or significance should be preserved or restored to productive use; and that redevelopment of the area is necessary to protect the public health, safety, welfare, and historic investment of the residents of the City of Osage City, Kansas.

**WHEREAS**, Osage County, Osage County Fire District No. 2, and Osage City Public Library have been invited to participate in the Neighborhood Revitalization Plan by entering into an interlocal agreement relating thereto; and

**NOW THEREFORE**, be it resolved by the Governing Body of the City of Osage City, Kansas, that:

**Section 1.** The Governing Body hereby adopts the Neighborhood Revitalization Plan attached hereto as **Exhibit A**, including the designation of the two neighborhood revitalization areas based upon findings consistent with K.S.A. 12-17, 115(c).

**Section 2.** The Governing Body hereby approves the interlocal agreement, in substantially the form as provided in **Exhibit B** attached hereto, to provide for the implementation of the Neighborhood Revitalization Plan, as authorized by K.S.A. 12-2914, et seq., and at such time as the interlocal agreement is duly executed by Osage County, Osage County Fire District No. 2, Osage City Public Library, and approved by the Kansas Attorney General, such agreement shall be incorporated into this Resolution No. 1085 by reference.

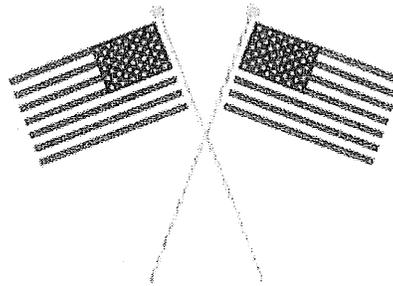
# MAYOR'S SUMMIT

## Topics of Discussion:

- County-wide Safe Streets for all (SS4A) grant application status
- County-wide MIH grant application status
- County-wide Demolition | Solid Waste Services



SEPTEMBER 19TH, 2024  
FROM 6PM-8PM  
(DINNER WILL BE PROVIDED)



LOCATED AT MELVERN  
COMMUNITY BUILDING

PLEASE RSVP BY SEPTEMBER 3RD, 2024

Please see Tamara's contact information below. Feel free to reach out with any questions.

**Tamara Massey, City Clerk**

City of Melvern  
PO BOX 116  
Melvern, KS 66510

Mon-Fri. 7am to 3pm  
Phone 785-549-3447

Thanks so much! Colleen Mendoza C: 913-710-3775

# Fund Status Report

# City of Osage City

## Report Selection Criteria:

Selected Fund Type: ALL  
 Include Encumbrances? NO  
 Include Pri Yr Liabilities? NO  
 Printed in Alpha by Fund Name? NO  
 Exclude Additional Cash? NO

Fiscal Year: 2024

From Date: 1/1/2024

From Period: 1

Thru Date: 8/31/2024

To Period: 8

Option: Date Range

## Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
084 - Sewer Reserve	\$70,000.00	\$0.00	\$0.00	\$11,111.08	\$81,111.08
086 - Electric Improvement	\$754,195.31	\$2,187.50	(\$49,982.17)	\$111,111.08	\$817,511.72
090 - Golf Course	\$8,626.92	\$0.00	\$0.00	\$0.00	\$8,626.92
091 - Huffman Park Tree Donations	\$1,437.68	\$0.00	\$0.00	\$0.00	\$1,437.68
092 - CDBG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
093 - MIH	(\$20,408.00)	\$20,408.00	\$0.00	\$0.00	\$0.00
094 - ARPA	\$123,173.05	\$0.00	(\$98,365.65)	\$0.00	\$24,807.40
099 - Clearing Fund	\$10,843.55	\$131,228.18	(\$130,541.42)	\$0.00	\$11,530.31
996 - Misc Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
997 - Write Offs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
998 - Long Term Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999 - Accounts Receivable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>* Fund Type Total *</b>	<b>\$17,571,262.45</b>	<b>\$9,388,887.04</b>	<b>(\$7,680,295.11)</b>	<b>\$0.00</b>	<b>\$19,279,854.38</b>
<b>* Report Total *</b>	<b>\$17,571,262.45</b>	<b>\$9,388,887.04</b>	<b>(\$7,680,295.11)</b>	<b>\$0.00</b>	<b>\$19,279,854.38</b>