

# DEMOLITION AGREEMENT

This agreement is made between the City of Osage City and \_\_\_\_\_, the property owner of record for \_\_\_\_\_ for the demolition of the structure located at that property address.

1. Property Owner agrees to demolish and remove or contract to demolish and remove the structure located at \_\_\_\_\_ within 150 days from the date of this agreement.
2. Property Owner shall insure that all debris from the demolition is removed to an approved demolition waste site, and shall also insure that all basements are filled in to a level with the surrounding ground, as per attached Ordinance No. 1406 Demolition of Buildings and Structures and Site Clearance and Establishing Requirements for Demolition and Site Clearance.
3. City shall reimburse Property Owner for one-half ( ½ ) the contract cost of the demolition up to a maximum participation amount of Two Thousand Five Hundred Dollars (\$2,500.00). Property Owner shall submit to the City three (3) contractor bids. Property Owner to submit copy of contractor invoice for reimbursement. City will not pay for Property Owner's own labor or use of Property Owner's own equipment in addition to the contractor's bid for demolition.
4. If the Property Owner has been determined to have the means to demolish the above identified structure and in accordance with the Demolition Permit as determined by the Building Inspector/Code Enforcement Officer or City Manager, the City will reimburse the Property Owner for 100% of the landfill fees up to a maximum participation amount of Two Thousand Five Hundred Dollars (\$2,500.00). City will not pay for Property Owner's own labor or use of Property Owner's own equipment.
5. As an incentive to encourage new construction on infill lot demolition sites within the City, the City will pay the owner of the infill residential lot an incentive amount of \$2,500.00 provided the following conditions are met by the Property Owner: All terms and conditions on this Demolition Agreement are properly performed, a Building Permit is obtained for a minimum construction cost of \$25,000.00, the new construction meets proper building code according to the City Inspector, the new construction is completed within (1) year of building permit application date, and the new construction is issued a Certificate of Completion by the Building Inspector/Code Enforcement Officer. Upon issuance of the Certificate of Occupancy, the City will pay the \$2,500.00 incentive amount to the Property Owner. In addition, new construction on vacant infill residential lots will have the building permit fees and utility hookup fees waived upon the Certificate of Occupancy.
6. Acceptance of this agreement by the Property Owner is an acknowledgment that the above property is unsafe, dangerous or unfit for human habitation, as defined by Article 5, the Code of the City of Osage City and is, therefore, to be repaired or demolished within the time frame identified above.
7. It is further agreed by the City and the Property Owner that failure to demolish the above structure within the time frame identified shall cause the Public Officer to make arrangements to remove the structure and to assess the costs to the Property Owner as described in the Code of the City of Osage City.
8. No further notice shall be provided to the Property Owner for the demolition and removal of the structure located on the property above and Property Owner waives notice of hearing requirement and procedures as identified in Article 5 the Code of the City of Osage City.

Agreed and stipulated to on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Osage City

By: City Manager

\_\_\_\_\_  
(PRINT) Property Owner

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

Witness:

\_\_\_\_\_

City Clerk

(Seal)

Adopted 12/23/97  
Amended 4/27/10  
Amended 7/24/18

State of Kansas

County of Osage

On this \_\_\_\_\_ day of \_\_\_\_\_,  
20

\_\_\_\_\_

\_\_\_\_\_

personally appeared before me *who is personally known to me; whose identity I proved on the basis of satisfactory evidence* to be the signer of the above instrument, and he/she acknowledged that he/she executed it.

\_\_\_\_\_

Notary Public