



OSAWATOMIE
HOME SAFETY /
BEAUTIFICATION
PROGRAM



Mission Statement

To create a housing environment for all of the residents of Osawatomie by maintaining an attractive and safe community.

Osawatomie Committee of Landlords

Chairman – Tracy Petersen

Vice Chairman – Doug Hensley

Committee Members:

Ron Dowd

David Madden

Joy Reavis

Owen Waddle

Sudawn Bradley

Secretary – Kristen Hensley

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

A four-part program consisting of:

Statement of Compliance

Beautification Plan

Public Nuisance Program

Committee of Landlords

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Statement of Compliance

City of Osawatomi Statement of Compliance

Property Owner _____ Tenant _____
 Complex Name _____ Unit Number _____
 Rental Address _____ Inspection Date _____

		Good	Fair	Poor	Comments
KITCHEN	Appliances, if provided				
	Floor Covering				
	Paint/Walls & Ceiling				
	Lighting Fixtures				
	GFCI Electrical Outlets				
	Functioning Plumbing				
HALL ROOM	Floor/Carpet				
	Paint/Walls & Ceiling				
	Lighting Fixtures/Fans				
	Electrical Outlets				
LIVING ROOM	Floor Covering				
	Paint/Walls & Ceiling				
	Lighting Fixtures/Fans				
	Electrical Outlets				
BATHROOM	Floor/Tiles				
	Paint/Walls & Ceiling				
	Lighting Fixtures				
	GFCI Electrical Outlets				
	Bathtub/Shower				
	Toilet				
BEDROOM 1	Sink & Drain				
	Floor/Carpet				
	Paint/Walls & Ceiling				
	Lighting Fixtures/Fans				
BEDROOM 2	Electrical Outlets				
	Floor/Carpet				
	Paint/Walls & Ceiling				
	Lighting Fixtures				
BEDROOM 3	Electrical Outlets				
	Floor/Carpet				
	Paint/Walls & Ceiling				
	Lighting Fixtures				
BEDROOM 4	Electrical Outlets				
	Floor/Carpet				
	Paint/Walls & Ceiling				
	Lighting Fixtures				

Updated June 11, 2021

	Good	Fair	Poor	Comments
GENERAL	Front Door			
	Back Door			
	Air Conditioning			
	Heating/Thermostat			
	Water Heater			
	Smoke Alarm			
	Fireplace			
	Basement			
	Garage Outlets			
	Laundry Room Vent			
	Patio, Deck, Porch Railing			
Windows				

*All items on list that are present must be functioning to receive a "good" designation.

TENANT RESPONSIBILITIES:
 Tenant agrees to the following conditions:

- TRASH AND DEBRIS:** All trash must be stored in a container behind the building line or in the garage on non trash days and be returned to that area in a timely manner after trash has been removed.
- VEHICLES:** All vehicles must be operable and properly owned, licensed and maintained by legal tenants of the property. Parking is not allowed on the grass. You may not block access by other vehicles to the driveways or dedicated parking areas and garages. Inoperable vehicles may be stored only in the garage or other enclosed buildings. You must park your boats, RVs, trailers and other recreational vehicles in dedicated parking areas.
- OUTDOOR STORAGE:** The following items may not be stored outside: appliances, furniture, items not manufactured for outdoor use, items in disrepair and accumulations of yard waste.
- GRASS CUTTING AND SNOW/ICE REMOVAL:** Tenant is responsible for the maintenance of the lawn. Grass should be kept below eight inches. Tenant is also responsible for snow/ice removal from sidewalks in front of the property within one day of the snow/ice event.
- OTHER:** Tenant agrees to any other responsibilities outlined in the lease.

NOTES:

Tenant Signature _____
 Printed Name _____

Landlord Signature _____
 Printed Name _____

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Statement of Compliance

Steps to Comply:

1. Applies to New Tenants after January 1, 2022
2. To be completed and signed by the landlord and tenant together.
3. File with the City of Osawatomie.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Utilize the 2018 IPMC

Exterior Requirements of Property

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Utilize current law the 2018 IPMC

To ensure public health, safety and welfare.

Maintained in good repair, structurally sound and sanitary.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Roofing/Guttering

1. No tarps for an extended period of time {emergency use only}
2. No visual holes
3. No hanging/broken guttering

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Windows/Siding

1. No visual holes in siding/hanging siding
2. No shattered windows/broken glass (open to outside air)

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Exterior Paint

1. Should look uniform
2. No excess of discoloration, mold, peeling, etc.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Porches/Decks/Handrails

1. Should be in good working order
2. Paint/stain should be uniform and free of excess mold, peeling, etc.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Foundations

No Visual Foundation Deficiencies

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Trash

No containers to be left/stored at curbside during non-trash days unless contained in a structure for that purpose (Fenced dumpster, etc.)

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

Triggers:

In Accordance with the Landlord Tenant Act
No visual curbside Safety Concerns

Non-compliance:

Current City Codes and Penalty will apply.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Beautification Plan (for ALL Osawatomie residential properties.)

The objective is to increase “Curbside Appeal”:

Exterior Requirements of Property

When any of these violations are found by the City of Osawatomie, the property owner shall be given a reasonable amount of time to remedy the issue.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Public Nuisance Program

To attain and meet the goals of the City Of Osawatomie, the Safety and Beautification Program goals would require all tenants, owners and landlords to share in the ownership and responsibility of our properties.

Nuisance Code violation on a single family home will require a legal notice to be sent to the legal occupants of said residence and if not remedied in a timely manner a fee should be assessed to the legal occupant's utility bill. (Multi Family where Landlord pays the utilities would trigger a notification to be sent to the owner of record)

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

Committee of Landlords

To create a working environment between the city and the landlords of Osawatomie.

Future members will be appointed by the Committee of Landlords and ratified by the City of Osawatomie.

To act like the city ICC Appeals Board and / or Planning Commission.

To modify and develop the future of the program under the direction of the city management.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

Statement of Compliance

Beautification Plan

Public Nuisance Program

Committee of Landlords

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

Statement of Compliance

To Insure a safe, habitable and healthy living environment for Osawatomie tenants

To insure city staff that residences are habitable

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

Beautification Plan

“Clean Up Our City”

To provide an attractive community to be proud of.

A safer environment to live in and visit.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

Public Nuisance Program

All residents are responsible for working together to create a safer, more appealing community.

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

Committee of Landlords

Create a cooperative relationship between the city and the landlords.

Work to bring all landlords and owners into compliance

OSAWATOMIE SAFETY / BEAUTIFICATION PROGRAM

In Conclusion:

With the Acceptance of this Program

**“LET OSAWATOMIE BE THE
EXAMPLE FOR ALL COMMUNITITIES”**

Osawatomie Safety and Beautification Plan 5/13/2021

Plan Objective: To work together as a community to make the City of Osawatomie a more pleasant and beautiful place to live.

- A. **Exterior Requirements of Property:** The exterior will be to the standards of the 2006 IPMC code. To be equally applied to all houses in Osawatomie, whether they be owner-occupied, tenant-occupied, or unoccupied. (Inspection to be done by the City of Osawatomie)

The categories below are emphasized in order to meet the specific criteria regarding the appearance of properties in the town.

1. **Roofing/Guttering**
 1. No tarps for an extended period of time (emergency use only)
 2. No visual holes
 3. No hanging/broken guttering
2. **Windows/Siding**
 1. No visual holes in siding/hanging siding
 2. No shattered windows/broken glass (open to outside air)
3. **Exterior Paint**
 1. Should look uniform
 2. No excess of discoloration, mold, peeling, etc
4. **Porches/Decks/Handrails**
 1. Should be in good working order
 2. Paint/stain should be uniform and free of excess mold, peeling, etc.
5. **Foundations**
 1. No visual structural problems

The above emphasized categories' objectives are for broad or general curbside appeal regarding the Osawatomie Safety and Beautification Program.

- B. **Interior Inspection Guidelines** in accordance with Kansas Landlord Tenant Act:

1. Landlord/Tenant will complete an Interior inspection sheet to thoroughly evaluate premises prior to move-in.
2. This inspection sheet will be given to City Utilities Office when utilities are turned on.
3. Interior inspection can be made by the City of Osawatomie ONLY when the tenant of the property has made a complaint to the City.
4. The Landlord MUST have been notified in writing beforehand and given a reasonable amount of time to remedy the issue prior to a City of Osawatomie inspection.
5. The above guidelines to take effect after Nov. 1, 2021 for new tenant utility services only.

If any violations to the above requirements (interior or exterior) are found by the City of Osawatomie, the property owner must be given a reasonable amount of time to remedy the issue. Any appeals can be brought to the **Osawatomie Landlord's Board of Appeals**. Violation procedures and fine assessment will remain the same as is currently in place to comply with the 2006 IPMC code.

C. Nuisance Code City of Osawatomie

In order to be in compliance with the Kansas Landlord Tenant Act and so as not to violate private property rights of legal tenants, as specifically stated in ***Section 58-2564a** (Material Non-Compliance), and ***Section 58-2565d** (Personal Property), the following procedures should be in place:

- 1) Notice of infraction of nuisance code with the 10-day deadline, should be given to the legal OCCUPANT of the property as determined by utility billing and lease records. In the case of properties with no utility service or multi-family properties the notice should be given to the owner of record as determined by public tax records.
- 2) Any Fines or Special Assessments should be added to the utility bill so that the legal occupant is responsible to remedy the violation of the nuisance code. This is due to the fact that the legal occupant is the rightful owner of all personal belongings at the residence which may be the cause of the nuisance code violation. For properties with no utility service or multi-family properties, these fines, if necessary, will be assessed directly to the owner of record.

It is of mutual understanding that in order to sustainably meet the goals of the Osawatomie Safety and Beautification Program, everyone in the community should work together to share the responsibility. The burden must not be placed on a few but be shared by all those who legally reside in our community.

Working Together to Help Beautify Our Community

Kansas Landlord Tenant Act (in part as specified above)

58-2564. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies.** (a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 and amendments thereto materially affecting health and safety, ***the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and the tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the

breach. The rental agreement then shall terminate as provided in such notice regardless of the periodic rent-paying date

58-2565. Extended absence of tenant; damages; entry by landlord; abandonment by tenant, when; reasonable effort to rent required; termination of rental agreement, when; personal property of tenant; disposition, procedure; proceeds; rights of person receiving property.** (d) If the tenant abandons or surrenders possession of the dwelling unit and leaves household goods, furnishings, fixtures or any other personal property in or at the dwelling unit or if the tenant is removed from the dwelling unit as a result of a forcible detainer action, pursuant to K.S.A. 2002 Supp. 61-3801 through 61-3808 and amendments thereto, and ***fails to remove any household goods, furnishings, fixtures or any other personal property in or at the dwelling unit after possession of the dwelling unit is returned to the landlord, the landlord may take possession of the property, store it at tenant's expense and sell or otherwise dispose of the ***same upon the expiration of 30 days after the landlord takes possession of the property, if at least 15 days prior to the sale or other disposition of such property the landlord shall publish once in a newspaper of general circulation in the county in which such dwelling unit is located*** a notice of the landlord's intention to sell or dispose of such property. Within seven days after publication, a copy of the published notice shall be mailed by the landlord to the tenant at the tenant's last known address. Such notice shall state the name of the tenant, a brief description of the property and the approximate date on which the landlord intends to sell or otherwise dispose of such property. ***If the foregoing requirements are met, the landlord may sell or otherwise dispose of the property without liability*** to the tenant or to any other person who has or claims to have an interest in such property, except as to any secured creditor who gives notice of creditor's interest in such property to the landlord prior to the sale or disposition thereof, if the landlord has no knowledge or notice that any person, other than the tenant, has or claims to have an interest in such property. During such 30 [30-day] period after the landlord takes possession of the property, and at any time prior to sale or other disposition thereof, the tenant may redeem the property upon payment to the landlord of the reasonable expenses incurred by the landlord of taking, holding, and preparing the property for sale and of any amount due from the tenant to the landlord for rent or otherwise.

NOTE: While this section specifically refers to private property right of tenants after vacating, these same property rights are in effect while tenant is in possession of property. Landlord does not have the right to remove tenants' belongings.

City of Osawatomie Statement of Compliance

Property Owner _____ Tenant _____

Complex Name _____ Unit Number _____

Rental Address _____ Inspection Date _____

		Good	Fair	Poor	Comments	
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TENANT RESPONSIBILITIES:

Tenant agrees to the following conditions:

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- 5. OTHER:** Tenant agrees to any other responsibilities outlined in the lease.

NOTES: _____

Tenant Signature _____

Printed Name _____

Landlord Signature _____

Printed Name _____