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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 13, 2019
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input

CONSENT AGENDA:

- a. Approval of the July 23, 2019, City Commission Meeting minutes.
- b. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$157,445.00 to support homeless services within our community, for the grant period of July 1st, 2019 through June 30th, 2020, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of staff recommendation to revise the Section 8 Housing Choice Voucher Administration Plan.
- d. Approval of the application submitted by Mike Sittner to renew the Dance Hall License for 505 Bar, 505 North Broadway, and authorize the City Clerk to issue the license.
- e. Approval of Change Order No. 1 reflecting an increase of \$85,358.05, making a new contract construction amount of \$1,057,260.99, for the 2019 Surface Preservation Project.
- f. Approval of Ordinance No. S-1063 levying a special assessment against lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the cost of cutting or removing said growth, and authorize the Mayor to sign the Ordinance on behalf of the City.
- g. Approval of Ordinance No. S-1064 levying a special assessment against lots or parcels of land on which a public nuisance was located to pay the cost of abating the nuisance, and authorize the Mayor to sign the Ordinance on behalf of the City.
- h. Approval of Ordinance No. S-1065 levying a special assessment against lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, and authorize the Mayor to sign the Ordinance on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 13, 2019
5:30 PM

- i. Approval of the Appropriation Ordinance for the period ending August 13, 2019, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARING:

- a. PROPOSED 2020 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on August 13th, 2019, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of hearing and answering questions relating to the proposed 2020 Budget. **Following the Public Hearing, approve or disapprove the 2020 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Certificate Form on behalf of the City.**

CONSIDER THE FOLLOWING:

- a. EAGLEPICHER TECHNOLOGIES, LLC - TRANSFER OF PROPERTY OWNERSHIP - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to transfer ownership of the property located at 2919 Rotary Terrace from the City of Pittsburg to EaglePicher Technologies, LLC, with the stipulation that a lithium disposal facility will be operational and staffed by two new EaglePicher Technologies, LLC, employees no later than March 1, 2020, or the company will repay forgiven lease payments in the amount of \$147,900. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. CONDITIONAL USE PERMIT REQUEST - The Planning Commission/Board of Zoning Appeals, in its meeting of July 22, 2019, voted unanimously to recommend Governing Body approval of a request submitted by the First Church of the Nazarene of Pittsburg for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located on the property located at 804 East Quincy. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 13, 2019
5:30 PM

- c. **CONDITIONAL USE PERMIT REQUEST** - The Planning Commission/Board of Zoning Appeals, in its meeting of July 22, 2019, voted unanimously to recommend Governing Body approval of a request submitted by the First Church of the Nazarene of Pittsburg for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located on the property located at 814 East Quincy. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.**

- d. **ENVIRONMENTAL USE CONTROL AGREEMENT** - 2800 BLOCK OF NORTH WALNUT - Consideration of staff recommendation to enter into an Environmental Use Control Agreement for the 2800 Block of North Walnut. **Approve or disapprove staff recommendation to enter into an Environmental Use Control Agreement with the Kansas Department of Health and Environment (KDHE) and authorize the Mayor to sign and execute the agreement.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 23rd, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 23rd, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

PUBLIC INPUT – INVOCATION - Pete Mayo, representing Ascension Via Christi, provided an invocation.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNay, the Governing Body approved the July 9th, 2019, City Commission Meeting minutes as presented. Motion carried.

VACATION ORDER – PORTION OF WARREN STREET – On motion of Munsell, seconded by McNay, the Governing Body approved the Order vacating a Portion of Warren Street from the South Right-of-Way line of West 1st Street to the North Right-of-Way line of the South Kansas and Oklahoma Railroad Right-of-Way located in the City of Pittsburg, Crawford County, Kansas, and authorized the Mayor to sign the Order on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending July 23rd, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O'Bryan. Motion carried.

PURCHASE OF BUNKER GEAR – On motion of O'Bryan, seconded by Munsell, the Governing Body approved the Fire Department staff request to purchase eleven sets of bunker gear from Conrad Fire Equipment, of Olathe Kansas, in the amount of \$25,863.86. Motion carried.

23rd STREET BIKE PARK REPORT – Pittsburg Troop 81 Eagle Scout Ethan Lomshek presented details on the 23rd Street Bike Park clean up and renovation project.

2020 BUDGET – On motion of Munsell, seconded by Chenoweth, the Governing Body accepted the 2020 Budget as submitted. Motion carried.

DISPOSITION OF BIDS - EAST CENTENNIAL STREET AND SOUTH ROUSE STREET TRAFFIC MODIFICATION PROJECT – On motion of Chenoweth, seconded by McNally, the Governing Body approved the verbal recommendation of Public Works Director Cameron Alden to award the bid for the modification of the traffic signals at the intersection of East Centennial Street and South Rouse Street to CDL, of Pittsburg, Kansas, based on their low bid meeting specifications in the amount of \$82,685.70, and authorized the Mayor to sign the contract documents once prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 23rd, 2019

NON-AGENDA REPORTS AND REQUESTS:

LAND USE PLANNING - Mayor O'Bryan thanked everyone who participated in the recent Land Use Planning discussions.

BROADWAY MILL AND OVERLAY PROJECT – Commissioner Chenoweth thanked those involved with the Broadway Mill and Overlay Project. She further thanked citizens for their patience during the process.

INSPIRE – CREATE – INNOVATE COMMUNITY AWARD - City Manager Daron Hall announced that the City of Pittsburg's Weir City Zinc Works & North Walnut Street Project has been selected to receive an Inspire – Create – Innovate Community Award (infrastructure category) from the League of Kansas Municipalities.

"NEWSIES" – City Manager Daron Hall stated that 2,560 people recently attended the "Newsies" performance at Memorial Auditorium. Mr. Hall acknowledged Memorial Auditorium Manager Chris Patterson for his work in managing the Memorial Auditorium facility.

ADJOURNMENT: On motion of McNay, seconded by Munsell, the Governing Body adjourned the meeting at 6:03 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



**COMMUNITY DEVELOPMENT
AND HOUSING**

216 N Broadway, Ste G
· Pittsburg KS 66762

(620) 232-1210

www.pittks.org

FAX: (620) 232-3453

Date: August 7, 2019

To: City Commission

CC: Daron Hall, City Manager

Re: Emergency Solutions Grant Award Documents

I am pleased to bring before you the enclosed Notification of Grant Award document, from the Kansas Housing Resources Corporation, for the Emergency Solutions Grant in the amount of \$157,445.00.

This funding supports the homeless services within our community, operated in partnership with Wesley House. These services include a day shelter at Wesley House, where program participants have access to daily breakfast and lunch, laundry facilities, shower facilities, and case management, including assistance obtaining birth certificates, social security cards, and other documentation necessary to stabilize the household.

The Rapid Re-Housing and Homeless Prevention subsidies will be housed and managed out of through the City of Pittsburg's Community Development and Housing office. These services include subsidies for rent, security deposits, and utilities in order to maintain stable housing and prevent homelessness or to get a person or family into housing and off the street as quickly as possible.

Staff is recommending that the Commission approve the acceptance of this grant, and authorize the Mayor to sign the necessary documents.

Sincerely,

Quentin Holmes
Director of Housing and Community Development
620-230-5550
quentin.holmes@pittks.org

enclosures

KANSAS HOUSING

RESOURCES CORPORATION

August 2, 2019

Quentin Holmes
City of Pittsburg
503 N Pine
Pittsburg, KS 66762

Sub Recipient- City of Pittsburg
Sub Awardee- Wesley House

Kansas Housing Resources Corporation (KHRC) (Recipient) is pleased to announce your 2019 Emergency Solutions Grant (ESG) award. Funding levels for the 2019 ESG award represent a 5% across the board decrease from the 2018 ESG awards. These funds have been conditionally awarded. Please advise your Sub-Awardee, Wesley House, of this award.

Activity	2018 ESG	2019 ESG		2019 Total Award
		City of Pittsburg	Wesley House	
Street Outreach				
Emergency Shelter	\$2,022.79		\$54,977.21	\$57,000.00
Homeless Prevention	\$4,255.78	\$24,244.22		\$28,500.00
Rapid Re-Housing	\$3,627.45	\$62,872.55		\$66,500.00
HMIS	\$158.76	\$900.00	\$508.24	\$1,567.00
Administration		\$3,878.00		\$3,878.00
Total Award	\$10,064.78	\$91,894.77	\$55,485.45	\$157,445.00

The 2019 total award includes funding from the 2018 ESG. The funds awarded from 2018 must be expended by January 20, 2020.

Please obtain the signature of the Authorized Sub-Recipient official and return a copy of the attached Notification of Grant Award to KHRC no later than August 16, 2019. If you have questions or need more information, please feel free to contact me. Thank you for your support of the ESG in Kansas.

Cordially,



James Chiselom
Program Manager, Emergency Shelter Grant
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
(785) 217-2046

July 23, 2019

RE: 2019 Emergency Solutions Grant Conditional Award Technical Submission

Dear ESG Sub Recipient:

Attached you will find the following five documents:

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Notification of Grant Award
- 4) Detailed Budget Itemization
- 5) Faith Based Agency Certification

Following are the instructions for each document:

- 1) **Contractual Provisions Attachment** – Read, obtain an authorized signature, send a copy to KHRC and place a copy in your ESG file.
- 2) **Grant Award Conditions** – Read, obtain an authorized signature, send a copy to KHRC and place a copy in your ESG file.
- 3) **Notification of Grant Award** – Amounts entered under Project Budget should match the amounts listed on your award letter. Mail signed original to KHRC and place a copy in your ESG file.
- 4) **Detailed Budget Itemization** – **PLEASE TYPE THIS FORM.**
 - Fill in Sub Award agency's name and address (fill one out for **each** sub-award agency), fill out **specific activities** under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
 - Put in dollar amount of funds beside each category (not activity), and then total under "total approved ESG expenses". Fill out dollar amount under appropriate "Matching Funds" section. Match amount is 100% of grant award NOT including administration funds. Your matching funds amount should be the same as what was placed under "Local Matching Funds" on the "Notification of Grant Award".
 - The Sub-Recipient will sign and date the form, place a copy in your ESG file and send a copy to KHRC by Wednesday, August 16, 2019.
- 5) **Faith Based Agency Certification** – Complete, obtain Sub-Recipient signature, send a copy to KHRC and place a copy in your ESG file.

The following administrative policies for the Sub Recipient (City or County) and the Sub Award (ESG services provider) must now be submitted before ESG funds will be awarded:

- Drug Free workplace policy - 2 CFR 2429
- Conflict of interest policy - 24 CFR 576.404

NOTE: Your conditional award is completed once you have received the signed Notification of Grant Award from our office. The contract period for these funds will be July 1, 2019, to June 30, 2020.

Thank you for your support of the ESG in Kansas.

Cordially,

A handwritten signature in blue ink, appearing to read "J. Chiselom".

James Chiselom
Program Manager, Emergency Shelter Grant
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
(785) 217-2046

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2019.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Pittsburg, Mayor

August 13, 2019

Signature and Title

Date

Grant Award Conditions
Kansas Emergency Solutions Grant Program

1. The Sub Recipient must match the amount of the State's grant dollar-for-dollar, except for the "Sub-Recipient Administration" allocation. Matching funds must be provided *after* the date of the grant sub award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
2. The terms of the State's grant award, the required local match, and the Sub Recipient's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Sub Recipients," 24 CFR Part 84 & 85, 2 CFR Part 200, "Emergency Solutions Grant Program" 24 CFR Part 576, and the ESG handbook.
3. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2019 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
5. When salaries are included in the State's grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
7. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.

9. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
10. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.
11. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
12. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
13. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
15. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.
Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

16. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC's convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Signature

City of Pittsburgh, Mayor

Title

August 13, 2019

Date

FFY2019
EMERGENCY SOLUTIONS GRANT - CDFA# 14.231
NOTIFICATION OF
GRANT AWARD

State of Kansas
Kansas Housing Resources Corporation
 2015 Department of Housing and Urban Development Grant Award Date -
 DUNS# -137043662 - FEIN# - 71-0950729 – Not R&D
 Indirect cost rate NA

Sub Recipient Name		Sub Recipient Address	
City of Pittsburg		PO Box 688: 201 W 4th Street Pittsburg, KS 66762	
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award
48-6041003	ESG-FFY2019	From: 07/01/2019 To: 06/30/2020	\$ 157,445.00

EMERGENCY SOLUTIONS FUNDS		PROJECT BUDGET		
		2018 Funding	2019 Funding	Total
Street Outreach		\$	\$	\$ 0.00
Emergency Shelter		\$ 2,022.79	\$ 54,977.21	\$ 57,000.00
Homeless Prevention		\$ 4,255.78	\$ 24,244.22	\$ 28,500.00
Rapid Re-Housing		\$ 3,627.45	\$ 62,872.55	\$ 66,500.00
HMIS		\$ 158.76	\$ 1,408.24	\$ 1,567.00
Local Government Administration (2.5%)		\$	\$ 3,878.00	\$ 3,878.00
TOTAL GRANT AWARD		\$ 10,064.78	\$ 147,380.22	\$ 157,445.00
LOCAL MATCHING FUNDS		\$	\$ 0.00	\$ 0.00
TOTAL PROJECT COST		\$ 10,064.78	\$ 147,380.22	\$ 157,445.00

We, the undersigned, approve this grant sub award and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program statutes, rules, regulations, terms and conditions.

Authorized State Official

Authorized Sub Recipient Official

August 13, 2019

Signature _____ Date _____
 Ryan Vincent, Executive Director
 Printed Name _____

Signature _____ Date _____
 Patrick J. O'Bryan City of Pittsburg, Mayor
 Printed Name _____

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
City of Pittsburg	PO BOX 688; 201 W 4th Street Pittsburg, KS 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

City of Pittsburg

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
No Street Outreach Activities	
Emergency Shelter <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
No Emergency Shelter activities performed by the City of Pittsburg, Kansas	
Homeless Prevention <i>(List standard sub items with planned expenses.)</i>	\$ 28,500.00
Rental Assistance: \$7,000.00 Security Deposit: \$2,500.00 Utility Assistance: \$3,000.00 Services: \$13,000.00 Moving Cost: \$0.00 Rental Arrears: \$3,000.00	
Rapid Re-Housing <i>(List standard sub items with planned expenses.)</i>	\$ 66,500.00
Rental Assistance: \$18,500.00 Rental Arrears: \$0.00 Utility Assistance: \$6,000.00 Security Deposit: \$5,000.00 Moving Costs: \$0.00 Services: \$37,000.00	
HMIS <i>(List standard sub items with planned expenses.)</i>	\$ 900.00
Training	
TOTAL APPROVED ESG EXPENSES	\$ 95,900.00

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings	\$	50,721.82
In-kind Services		
In-kind HQS Inspector Services		
Value of Lease	\$	
Staff Salaries	\$	58,688.40
Staff Salaries		
Volunteer Time	\$	
Other Non-ESG Sources	\$	
TOTAL MATCHING FUNDS	\$	109,410.22
(Must equal Total Approved ESG Expenses.)		

I, the undersigned, approve this Budget Itemization.

Financial Officer of Sub-Recipient Responsible for ESG Account

August 13, 2019

Signature

Date

Patrick J O'Bryan

City of Pittsburg, Mayor

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

EMERGENCY SOLUTIONS GRANT – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Pittsburg, Kansas
Name of Sub Award:	City of Pittsburg, Kansas

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	<input checked="checked" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	<input checked="checked" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	<input type="checkbox"/> <input type="checkbox"/> <input checked="checked" type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	<input checked="checked" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Signature of Sub Recipient Official: _____

Date: August 13, 2019



U.S. Department of Housing and Urban Development
Great Plains Regional Office – Region VII
400 State Avenue, Room 200
Kansas City, KS 66101-2406

PROJECT NAME: City of Pittsburg - Emergency Solutions Grant 2019

ERR FILE #: 2019 ESG Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

() No. Cite or attach Source Document: PTS Airport Hazard Area Map Shelter 1

(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtm>

(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT *[Flood Disaster*

Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

() No. Cite or attach Source Document: 20037C0337E FIRM Shelter 1

(Proceed with project.)

() Yes. Cite or attach Source Document: _____

Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Patrick J O'Bryan, City of Pittsburg, August 13, 2019

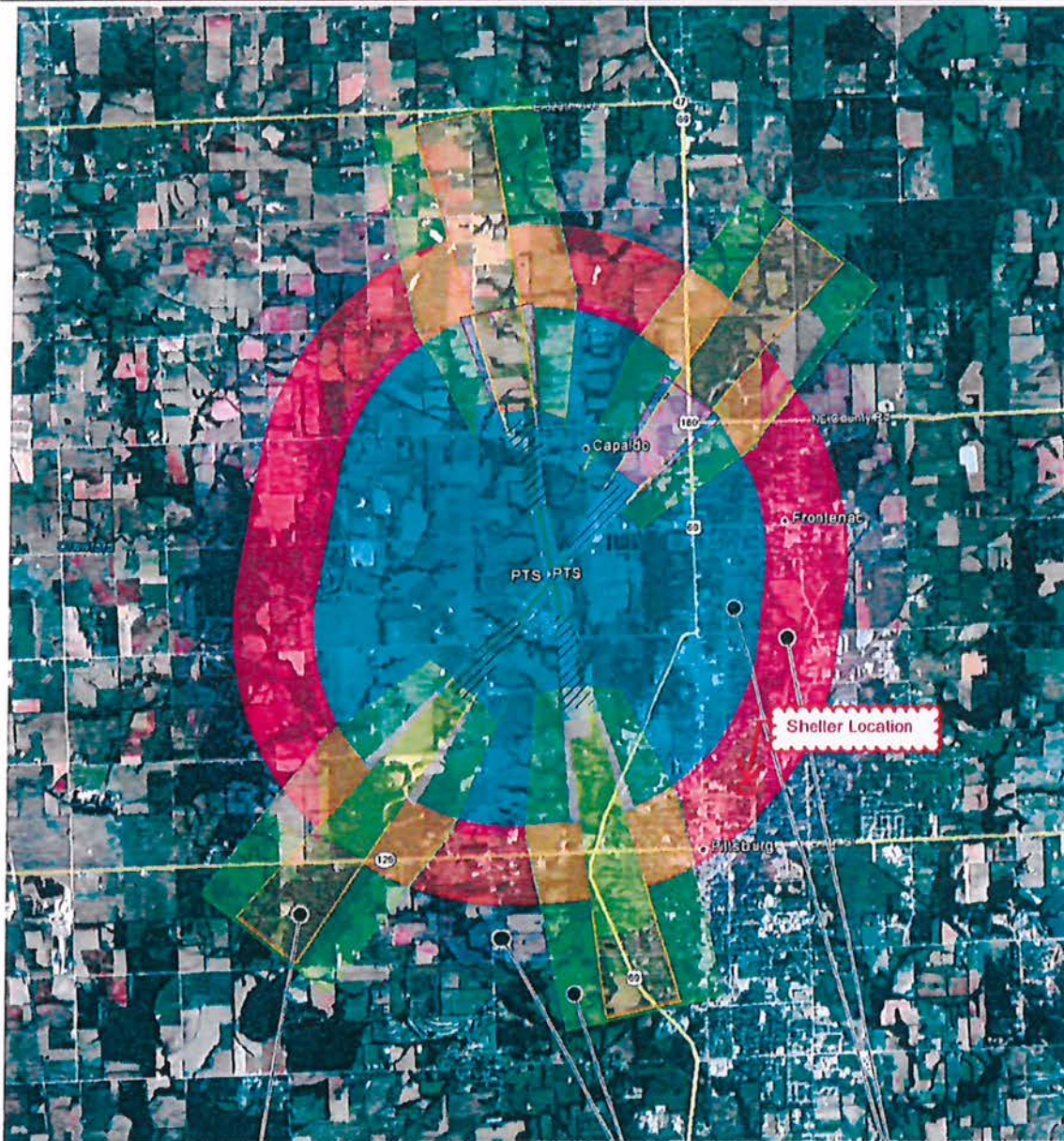
Responsible Entity Official: Signature / Name / Title /Date

ATKINSON MUNICIPAL AIRPORT (PTS)

Pittsburg, Kansas

Exhibit A

Airport Hazard Area Map



TERPS

VGAS

FAR Part 77

LEGEND

- Terminal Instrument Procedures (TERPS) Surfaces
- Vertically Guided Approach Surfaces (VGAS)
- FAR Part 77 Civil Airport Imaginary Surfaces
- Permits Required Regardless of Height of Structure

Exhibit A is a depiction, for illustrative purposes only, of the Airport Hazard Areas adopted by the HEIGHT AND HAZARD REGULATIONS for the Atkinson Municipal Airport (PTS), as referenced on the Kansas Department of Transportation (KDOT) "Kansas Airspace Awareness Tool" at www.kdot.org/airspace/tool. For regulatory purposes, including interpretation and enforcement of locally adopted regulations, the administrator of these regulations should consult the Federal Aviation Administration (FAA) and the State of Kansas Department of Transportation, Aviation Division; and the OEAA site for administering FAA Form 7460 and related enforcement procedures.



Not to Scale

LOCHNER
AERIAL PHOTOGRAPHY & MAPPING
1000 N. 10th St., Suite 100, Pittsburg, KS 66060
(781) 435-1111

NOTES TO USERS

The map is not to be used for purposes of determining flood insurance rates or for determining the amount of flood insurance premium to be paid by a policyholder. The map is not to be used for purposes of determining the amount of flood insurance premium to be paid by a policyholder. The map is not to be used for purposes of determining the amount of flood insurance premium to be paid by a policyholder.

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LEGEND

Zone A	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone B	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone C	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone D	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone E	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone F	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone G	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone H	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone I	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone J	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone K	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone L	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone M	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone N	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone O	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone P	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone Q	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone R	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone S	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone T	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone U	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone V	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone W	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone X	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone Y	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
Zone Z	Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood

FIRM
FLOOD INSURANCE RATE MAP
CLAY COUNTY, FLA.
NATIONAL FLOOD INSURANCE PROGRAM
EFFECTIVE DATE: APRIL 15, 2010



PITTSBURG PUBLIC
HOUSING AUTHORITY
216 N Broadway, Suite G
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
fax: (620) 232-3453
email:section8@pittks.org

INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel

From: Megan Keener

CC: Quentin Holmes

Date: August 7, 2019

Subject: Agenda Item: August 13, 2019
Section 8 Housing Choice Voucher Administration Plan

The Pittsburg Public Housing Authority is required to adopt the Section 8 Housing Choice Voucher Administration Plan each year. These documents are used at the PHA's guide for the local Section 8 Housing Choice Voucher program administration.

A list of revisions revision made to the PHA's 2019 Administration Plan is enclosed for review and approval. Due to the size of the Administration Plan documents, the entire plan itself has not been included in the agenda but is available for review in the City Clerk's office.

Action request is the review and approval by the Governing Body of the PHA's 2019 Administration Plan.

Sincerely,

Megan Keener
Housing Choice Voucher Program Manager
620-230-5572
megan.keener@pittks.org

enclosures:

- 1) 2019 Administration Plan revisions

Talking Points:

Section 8 Admin Plan –

- Each year the Pittsburgh Public Housing Authority (PHA) reviews and updates the Section 8 Administration Plan to comply with all program requirements and to meet the needs of our Pittsburgh community
 - Two important points to understand about the Section Program:
 - Federal regulations, which are established by HUD, are mandated program requirements that must be complied with, regardless of circumstance; the PHA has NO local preference or policy that supersedes federal regulations.
 - PHA policy is where HUD allows CERTAIN local preference in how the Section 8 program is administered locally. Throughout the Administration Plan, these PHA set preferences are denoted for distinction, as PHA Policy.
- The PHA has reviewed and updated the previous Section 8 Administration Plan to include the most current federal regulations, as well as PHA policies.

Specific Revisions are provided below, separated by Federal Regulations and by PHA Policy

(The policies below are arranged by chapter, section, sub-section, etc. as found in the PHA Section 8 Housing Choice Voucher (HCV) program Administration Plan)

Federal Regulations –

- **Chapter 2 – Fair Housing and Equal Opportunity**
 - **2-I.B. Nondiscrimination**
 - Added: Subject anyone to sexual harassment
 - **Discrimination Complaints:**
 - Added: Upon receipt of a housing discrimination complaint, the PHA is required to:
 - Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
 - Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
 - Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]
- **2-II.B. Definition of Reasonable Accommodation**
 - Added: A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to

the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.

- **Chapter 3 - Eligibility**
 - **3-II.A. Income Eligibility and Targeting**
 - **Definitions of the Income Limits**
 - Added: Area median income is determined by HUD, with adjustments for smaller and larger families.
 - **3-II.C. Social Security Numbers [24 CFR 5.216 and 5.218, Notice PIH 2018-24]**
 - Added: If a child under age 6 has been added to an applicant family within 6 months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of the effective date of the initial HAP contract.
- **Chapter 4 – Applications, Wait List, and Tenant Selection**
 - **4-III.C. Selection Method**
 - **Income Targeting Requirement [24 CFR 982.201(b)(2)]**
 - Added: Federal poverty level or 30 percent of the area median income, whichever number is higher.
- **Chapter 5 – Briefing and Voucher Issuance**
 - **5-II.E. Voucher Term and Extensions**
 - **Suspensions of Voucher Term [24 CFR 982.303(c)]**
 - Added: The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.
- **Chapter 7 - Verification**
 - **7-I.D. Third-Party Written and Oral Verification**
 - **Value of Assets and Asset Income [24 CFR 982.516(a)]**
 - Added: For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.
 - **7-I.E. Self-Certification**
 - Added: When HUD requires third-party verification, self-certification or "tenant declaration," is used as a last resort when the PHA is unable to obtain third-party verification.

- Added: Self-certification, however, is an acceptable form of verification when:
 - Added: A source of income is fully excluded
 - Added: Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self-certification at annual recertification, when applicable
 - Added: The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)
 - When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family's file must be documented to explain why third-party verification was not available.
 - **7-II.B. Social Security Numbers [24 CFR 5.216, Notice PIH 2018-24]**
 - Added: If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of voucher issuance, an otherwise eligible family may be admitted to the program and the family must provide documentation of the child's SSN within 90 days of the effective date of the initial HAP contract. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control.
- **Chapter 8 – Housing Quality Standards and Rent Reasonableness Determinations**
 - **Introduction**
 - Added: All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS.
 - **Inspection Process**
 - **8-II.A. Overview [24 CFR 982.405]**
 - **Inspection Costs [Notice PIH 2016-05]**
 - Added: The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for re-inspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain

- access to the unit, or for new deficiencies discovered during a re-inspection.
 - Added: The owner may not pass the cost of a re-inspection fee to the family. Re-inspection fees must be added to the PHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.
- **8-II.D. Special Inspections [24 CFR 982.405(g)]**
 - Added: If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.
- **Rent Reasonableness [24 CFR 982.507]**
 - **8-III.A. Overview**
 - Added: Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable.
 - **8-III.B. When Rent Reasonable Determinations are required**
 - **LIHTC- and HOME-Assisted Units [24 CFR 982.507(c)]**
 - Added: For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.
 - Added: For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.
- **Chapter 10 – Moving with Continued Assistance and Portability**
 - **10-I.C. Moving Process**
 - **Added: Zero HAP Families Who Wish to Move [24 CFR 982.455]**
 - Added: A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The PHA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the PHA determines no subsidy would be paid at the

new unit, the PHA may refuse to enter into a HAP contract on behalf of the family.

○ **Portability**

▪ **10-II.A. Overview**

- Added: In administering portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required forms [24 CFR 982.355(e)(5)].
- Added: PHAs must also comply with billing and payment deadlines. HUD may reduce an administrative fee to an initial or receiving PHA if the PHA does not comply with HUD portability requirements [24 CFR 982.355(e)(7)].

○ **10-II.B. Initial PHA Role**

▪ **Allowable Moves under Portability**

- Added: If there is more than one PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs that serve the area, and the family selects the receiving PHA. The family must inform the initial PHA which PHA it has selected. If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family [24 CFR 982.255(b)].

▪ **Applicant Families**

- Added: If a PHA intends to deny a family permission to move under portability due to insufficient funding, the PHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

▪ **Initial Billing Deadline [Notice PIH 2016-09]**

- Added: The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA.

▪ **Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2016-09]**

- Added: If the receiving PHA is administering the family's voucher, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, the initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are

prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill [24 CFR 982.355(e)(2)].

▪ **Denial or Termination of Assistance [24 CFR 982.355(c)(17)]**

- Added: At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance with the family in accordance with 24 CFR 982.552 and 24 CFR 982.553

○ **10-II.C. Receiving PHA Role**

- Added: HUD may determine in certain instances that a PHA is not required to accept incoming portable families, such as a PHA in a declared disaster area. However, the PHA must have approval in writing from HUD before refusing any incoming portable families [24 CFR 982.355(b)].
- Added: Administration of the voucher must be in accordance with the receiving PHA's policies. This requirement also applies to policies of Moving to Work agencies
- Added: The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(c)(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355(c)(14)].
- **Responding to Initial PHA's Request [24 CFR 982.355(c)]**
 - Added: The receiving PHA must respond via email or other confirmed delivery method to the initial PHA's inquiry to determine whether the family's voucher will be billed or absorbed [24 CFR 982.355(c)(3)]. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date without consent of the initial PHA [24 CFR 982.355(c)(4)].
- **Initial Contact with Family**
 - Added: The family's failure to comply may result in denial or termination of the receiving PHA's voucher [24 CFR 982.355(c)(8)].
 - Added: If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)].
- **Income Eligibility and Reexamination**
 - Added: If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

- **Voucher Term**
 - Added: The term of the receiving PHA's voucher may not expire before 30 calendar days from the expiration of the initial PHA's voucher [24 CFR 982.355(c)(13)].
- **Voucher Extensions [24 CFR 982.355(c)(14), Notice 2016-09]**
 - Added: Once the receiving PHA issues the portable family a voucher, the receiving PHA's policies on extensions of the voucher term apply
- **Voucher Suspensions [24 CFR 982.303, 24 CFR 982.355(c)(15)]**
 - Added: If the family submits a request for tenancy approval during the term of the receiving PHA's voucher, the PHA must suspend the term of that voucher. The term of the voucher stops from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied [24 CFR 982.4(b)] (see Section 5-II.E).
- **Portability Billing [24 CFR 982.355(e)]**
 - Added: To cover assistance for a portable family that was not absorbed, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. The amount of the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.
 - Added: The receiving PHA may bill the initial PHA for the lesser of 80 percent of the initial PHA's ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill (i.e., the receiving PHA may bill for the lesser of 80 percent of the initial PHA's prorated ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee).
 - Added: If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

- **Chapter 11 – Re-examinations**
 - **11-I.B Streamlined Annual Reexaminations [24 CFR 982.516(b)]**
 - Added: HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.
 - Added: Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.
 - **11-I.D. Conducting Annual Reexaminations**
 - Added: Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].
 - Added: If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 12.)
 - **11-II.B. Changes in Family and Household Composition**
 - **New Family and Household Members Requiring Approval**
 - Added: When any new family member is added, the PHA must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of either the annual or interim reexamination [24 CFR 982.516(e)(2)].
- **Chapter 12 – Termination of Assistance and Tenancy**
 - **12-II.E. Terminations Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking**
 - **Terminating the Assistance of a Domestic Violence Perpetrator**
 - Added: If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the program. The PHA must not stop paying HAP until 30 days

after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month [Notice PIH 2017-08].

- Added: If the perpetrator is the only participant eligible to receive assistance, the PHA will provide any remaining participant a chance to establish eligibility for the program. If the remaining participant cannot do so, the PHA will provide them with 30 days to establish eligibility for another housing program prior to termination of the HAP contract.
- **Chapter 16 – Program Administration**
 - **16-II.B. Payment Standards [24 CFR 982.503; HCV GB, Chapter 7]**
 - **Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]**
 - Added: PHAs that administer vouchers in a metropolitan area where the adoption of small area FMRs (SAFMRs) is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.
 - **16-III.C. Informal Hearings for Participants [24 CFR 982.555]**
 - **Issuance of Decision [24 CFR 982.555(e)(6)]**
 - Added: A copy of the hearing must be furnished promptly to the family.
 - **16-VI.B. Record Retention [24 CFR 982.158]**
 - Added: Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule
 - Added: The PHA must keep confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under the PHA's Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three years [24 CFR 5.2002(e)(12)].
- **PART VIII: Determination of Insufficient Funding**
 - **16-VIII.A. Overview**
 - Added: If a PHA denies a family a portability move based on insufficient funding, the PHA is required to notify the local HUD office within 10 business days [24 CFR 982.354].
- **PART IX: Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality**
 - **16-IX.B. Definitions [24 CFR 5.2003, 42 USC 13925]**
 - The term stalking means:

- Added: To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.
- **16-IX.C. Notification [24 CFR 5.2005(a)]**
 - Added: The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.
- **16-IX.C. Notification [24 CFR 5.2005(a)]**
 - Added: The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.
- Please see the attached additional changes to Violence Against Women Act (VAWA) Exhibits:

PHA Policy – discretionary guidance:

Chapter 2 – Fair Housing and Equal Opportunity

- **2-I. B. Nondiscrimination**

- **Discrimination Complaints**

- **Pervious Policy –**

- Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.
 - The PHA will attempt to remedy discrimination complaints made against the PHA.
 - The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

- **Current Policy -**

- Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).
 - The PHA will conduct an investigation into all allegations of discrimination.
 - Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.
 - The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

- **2-III.B. Oral Interpretation**

- **Pervious Policy –**

- The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.
 - Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.
 - Where LEP persons desire, they will be permitted to use, at their own

expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

- **Current Policy-**

- The PHA will utilize a language line for telephone interpreter services.

Chapter 3 – Eligibility

- **3-I.J. Guests [24 CFR 5.100]**

- **Pervious Policy -**

- A guest can remain in the assisted unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period.
- Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.
- A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

- **Current Policy –**

- A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 45 cumulative calendar days during any 12-month period (Add 7/2019).
- Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.
- A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure that is expected to last 45 consecutive days, temporary lodging while looking for permanent residence, etc., at the PHA's discretion). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return or a timeline under which the guest will relocate (7/2019).

- **3-I.K. Foster Children and Foster Adults**

- **Pervious Policy –**

- A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

- A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.
 - **Current Policy –**
 - A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.
 - A child who resides with the applicant family in the assisted unit but is not related by blood to that family or placed with that family through the legal guardianship process or custody of a state, county, or private adoption or foster care agency will not be considered a dependent and will not qualify for a dependent deduction (7/2019).
- **3-I.L. Absent Family Members**
 - **Absent Students**
 - **Previous Policy –**
 - When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.
 - **Current Policy –**
 - When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household. A separate household does not include college or university dormitories or other traditional forms of non-permanent student housing (Added 7/2019).
- **3-III.B. Mandatory Denial of Assistance [24 CFR 982.553(a)]**
 - **Previous Policy –**
 - The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.
 - **Current Policy –**
 - The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 2 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug

rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household (7/2019).

- **3-III.C. Other Permitted Reason for Denial of Assistance**

- **Criminal Activity [24 CFR 982.553]**

- **Previous Policy –**

- If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.
 - Evidence of such criminal activity includes, but is not limited to:
 - Any conviction for drug-related or violent criminal activity within the past 5 years.
 - Any arrests for drug-related or violent criminal activity within the past 5 years.
 - Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.
 - A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

- **Current Policy –**

- If any household member is currently engaged in, or has engaged in any of the following criminal activities, with the exception of moving motor vehicle violations (including but not limited to, speeding tickets, parking tickets, driving while suspended, driving without insurance, driving without proper tags or registration, etc.), within the past **two years (2)**, the family will be denied assistance. (Added 7/2019)
 - Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 2 years.
 - A conviction for drug-related or violent criminal activity, or any criminal activity with the exception of moving motor vehicle violations will be given more weight than an arrest for such activity (7/2019).

- **3-III.D. Screening**

- **Screening for Eligibility**

- **Previous Policy –**

- The PHA will perform a criminal background check through local resources available on every adult household member prior to participation in the program and for continued assistance when additional adults are added to the household.
 - If the results of the criminal background check indicate that there MAY be past criminal activity, but the results are inconclusive, the

PHA will provide the family ten (10) business days to dispute the accuracy and relevance of the information before the PHA places the application inactive. The family will be given the same ten (10) days to file a written request for an informal review. If the family has not notified the PHA within the ten (10) day period of time, the PHA will place the file inactive. (added 10/2010)

▪ **Current Policy –**

- The PHA will perform a criminal background check through local resources available on every adult household member prior to participation in the program. Local resources accessed to conduct a criminal background check include, but are not limited to, the following: Applicant self-disclosure of criminal activity; public arrest records; Kansas Department of Corrections; and the Kansas Bureau of Investigation (KBI) (Added 7/2019).
- If the results of the criminal background check indicate that there MAY be past criminal activity, but the results are inconclusive, the PHA will provide the family ten (10) business days to dispute the accuracy and relevance of the information. The family will be given an additional ten (10) business days to file a written request for an informal review. If the family does not dispute or request an informal hearing, the assistance will be denied and the PHA will determine the file inactive (Added 7/2019).

• **3-III.E. Criteria for Deciding to Deny Assistance**

○ **Consideration of Circumstances [24 CFR 982.552(c)(2)]**

▪ **Previous Policy –**

- The applicant must provide the necessary documentation and meet one of the following criteria to remain on the waiting list:
 - Evidence the member is no longer subject to the requirements of parole or probation.
 - Evidence that the required time has been served in accordance with the criminal justice system.
 - Evidence that charges have been dropped.
 - Evidence of successful completion of a certified supervised drug or alcohol rehabilitation program.
 - Evidence of requirements in a diversion program are complete or met.
 - The PHA will follow the requirements as discussed further in section 3-III.G if the applicant is a victim of domestic violence, dating violence, or stalking. (added 10/2010)

▪ **Current Policy –**

- The PHA will consider the following facts and circumstances prior to making its decision:
 - The extent of participation or culpability of individual family members, including whether the culpable family

- member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, sexual assault, or stalking (Added 7/2019).
 - The PHA will follow the requirements as discussed further in Section 3-III.G if the applicant is a victim of domestic violence, dating violence, sexual assault, or stalking (Added 7/2019)
- **3-III.F. Notice of Eligibility or Denial**
 - **Previous Policy –**
 - The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.
 - **Current Policy –**
 - The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.
 - If the family fails to attend a scheduled appointment or fails to call prior to the scheduled appointment to reschedule, the PHA will consider them a No Call No Show and place their application inactive. The family will have the right to file for an informal review within 10 business days (Added 7/2019).

Chapter 4 – Application, Wait List and Tenant Selection

- **4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]**
 - **Previous Policy –**
 - Depending upon the length of time that applicants may need to wait to receive assistance, the PHA may use a one- or two-step application process.
 - A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.
 - A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.
 - Families may obtain application forms from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that an application be mailed to them via first class mail.
 - Completed applications must be returned to the PHA by mail, by fax, or submitted in person during business hours as designated by the PHA. Applications must be complete in order to be accepted by the PHA for

processing. If an application is incomplete, the PHA will return the application to the family until all additional information required is provided. (added 11/2013)

○ **Current Policy –**

- Depending upon the length of time that applicants may need to wait to receive assistance, the PHA may use a two-step application process.
- A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.
- Families may obtain an application guide from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that an application guide be mailed to them (Added 7/2019).
- Completed applications must be completed online. Applications must be complete in order to be accepted by the PHA for processing (Added 7/2019).

● **4-II.F. Updating the Wait List [24 CFR 982.204]**

○ **Purging the Waiting List**

▪ **Previous Policy –**

- To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.
- The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the PHA not later than 15 business days from the date of the PHA letter.
- If the family fails to respond within ten (10) business days, the family will be removed from the waiting list without further notice.
- If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.
- If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The

family will have ten (10) business days to respond from the date the letter was re-sent.

- If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if it is determined that the lack of response was due to PHA error, or to circumstances beyond the family's control. (added 10/2010)

- **Current Policy –**

- The waiting list will be updated annually to ensure that all applicants and applicant information is current and timely

- **4-III.C. Selection Method**

- **Order of Selection**

- **Previous Policy –**

- Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the PHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA. Documentation will be maintained by the PHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the PHA does not have to ask higher placed families each time targeted selections are made.

- **Current Policy –**

- The PHA will select families from the waiting list based on time and date of their application.

- **4-III.E. The Application Interview**

- **Previous Policy –**

- The PHA will allow additional persons to be added upon disclosure and documentation of social security numbers. (added 10/2010)

- **Current Policy –**

- Pending disclosure and documentation of social security numbers, the PHA will allow the family to retain its place on the waiting list for **10 business days (The PHA has the right to extend a deadline date if applicable)(Added 07/2019)**. If the family fails to attend a schedule appointment or fails to call prior to the scheduled appointment to reschedule, the PHA will consider them a No Call No Show and place their application inactive. The family will have the right to file for an informal review within 10 business days (Added 7/2019).

Chapter 5 – Briefing and Voucher Issuance

- **5-I.B. Briefing [24 CFR 982.301]**

- **Notification and Attendance**
 - **Previous Policy –**
 - Applicants who fail to attend a scheduled briefing, without prior PHA approval, will be denied assistance (see Chapter 3).
 - **Current Policy –**
 - Applicants who fail to attend a scheduled briefing or call prior to the scheduled briefing, the PHA will consider them a No Call No Show and place their application inactive. A notice of denial will be issued in accordance with policies contained in Chapter 3. The family will have the right to file for an informal review within 10 business days. The applicant will have the opportunity to be passed up one time and will be scheduled for another briefing. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend the scheduled briefings, without prior PHA approval, will be denied assistance (see Chapter 3).(Added 7/2019)
- **Additional Items to Be Included in the Briefing Packet**
 - **Previous Policy –**
 - The PHA will provide the following additional materials in the briefing packet:
 - Information on how to fill out and file a housing discrimination complaint form
 - Information about the protections afforded by the Violence against Women Act of 2005 (VAWA) to victims of domestic violence, dating violence, and stalking (see section 16-IX.C)
 - Information about the protections afforded by the Protecting Tenants at Foreclosure Act (PTFA) (see section 13-II.G)
 - “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
 - “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19
 - **Current Policy –**
 - The PHA will provide the following additional materials in the briefing packet:
 - The HUD pamphlet on lead-based paint entitled Protect Your Family from Lead in Your Home
 - Information on how to fill out and file a housing discrimination complaint form
 - The form HUD-5380 domestic violence certification form and the form HUD-5382 notice of occupancy rights, which

contains information of VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalking.

- **5-I.C. Family Obligations**

- **Family Obligations [24 CFR 982.551]**

- **Previous Policy –**

- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

- **Current Policy –**

- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
 - The family must have all tenant-provided utilities on and in the head of household's name or another adult family member's name at all times. If the utilities is not currently on or in the head of household's or other adult family member's name, the family will have 10 business days to provide verification that the utility is on and/or in their name. (Added 7/2019)
 - If the utility is in other adult family member's name and that family member moves out, the family will have 10 business days to provided verification that the utility service is in their name or another adult family member's name. (Added 7/2019)
 - Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

- **5-II.B. Determining Family Unit (Voucher) Size [24 CFR 982.402]**

- **Previous Policy –**

- The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.
 - Live-in aides will be allocated a separate bedroom.
 - Single person families will be allocated one bedroom.

- **Current Policy –**

- The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - Persons of the opposite sex (other than spouses, and children

- under age 1) will be allocated separate bedrooms. (Added 7/2019)
 - Live-in aides will be allocated a separate bedroom.
 - Single person families will be allocated one bedroom.
 - **5-II.E. Voucher Term and Extensions**
 - **Expiration of Voucher Term**
 - **Previous Policy –**
 - If an applicant family's voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RTA), the PHA will require the family to reapply for assistance. If an RTA that was submitted prior to the expiration date of the voucher is subsequently disapproved by the PHA (after the voucher term has expired), the family will be required to reapply for assistance.
 - Within 10 business days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.
 - **Current Policy –**
 - If an applicant family's voucher term or extension expires before the PHA has approved a Request for Tenancy Approval (RFTA), the PHA will require the family to reapply for assistance.
 - Within 10 business days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list

Chapter 6 – Income and Subsidy Determinations

- **6-I.B. Household Composition and Income**
 - **Temporarily Absent Family Members**
 - **Absent Students**
 - **Previous Policy –**
 - When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.
 - **Current Policy –**
 - When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate

household. A separate household does not include college or university dormitories or other traditional forms of non-permanent student housing (Added 7/2019).

- **Absences Due to Placement in Foster Care**
 - **Previous Policy –**
 - If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.
 - **Current Policy –**
 - If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.
 - However, if the child or children are out of the home for six months or more, the voucher size will be reduced to the appropriate size based on the existing household composition at the time of annual reexamination (Added 7/2019).
- **6-I.G. Assets [24 CFR 5.609(b)(3); 24 CFR 5.603(b)]**
 - **Types of Assets**
 - **Checking and Savings Accounts**
 - **Previous Policy –**
 - No assets will be considered at all unless their value exceeds \$1,000. (added 10/2010)
 - **Current Policy –**
 - No assets will be considered unless their value exceeds \$5,000 (Added 7/2019)
 - **Equity in Real Property or Other Capital Investments**
 - **Previous Policy –**
 - In determining the equity, the PHA will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.
 - The PHA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the PHA will use the basic loan balance information to deduct from the market value in the equity calculation.

- **Current Policy –**
 - In determining the equity, the PHA will determine market value by examining the last three years' worth of property tax assessments (7/2019).
 - The PHA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the PHA will use the basic loan balance information to deduct from the market value in the equity calculation.
- **6-III.A. Overview of Rent and Subsidy CALCULATIONS**
 - **Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]**
 - **Previous Policy –**
 - The PHA may make utility reimbursements to the family, or a utility company. When the electric is on in the tenant's name, the PHA will make the reimbursements to the electric company. (added 10/2010)
 - **Current Policy –**
 - The PHA may make utility reimbursements primarily to the utility company, but may make utility reimbursements to the family, if necessary. When the electric is on in the tenant's name, the PHA will make the reimbursements to the electric company (Added 7/2019).

Chapter 7 – Verification

- **7-I.C. Up-Front Income Verification (UIV)**
 - **Upfront Income Verification Using Non-HUD Systems (Optional)**
 - **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**
 - The PHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:
 - HUD's EIV system
 - Pay Stubs
 - Employment Verification
 - TANF (Added 7/2019)
- **7-I.D. Third-Party Written and Oral Verification**
 - **Value of Assets and Asset Income [24 CFR 982.516(a)]**
 - **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**
 - For families with net assets totaling \$5,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and

older must sign the family's declaration.

- The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

Chapter 8 – Housing Quality Standards and Rent Reasonableness Determinations

- **Part II- The Inspection Process**

- **8-II.A. Overview [24 CFR 982.405]**

- **Inspection Costs [Notice PIH 2016-05]**

- **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**

- The PHA will not charge a fee for failed re-inspections.

- **Notice and Scheduling**

- **Previous Policy –**

- Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

- **Current Policy –**

- Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 9:30 a.m. and 3:30 p.m. (Added 7/2019). Generally inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

- **8-II.C. Annual/Biennial HQS Inspections [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**

- **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**

- Each unit under HAP contract must be inspected within 12 months of the last full HQS inspection.
 - The PHA will not rely on alternative inspection standards.

- **Scheduling the Inspection**

- **Previous Policy –**

- If an adult member cannot be present on the scheduled date, the PHA will note the inspection as a COULD NOT ENTER. A letter will be sent establishing that the owner or

tenant must call to schedule the next inspection and if the inspection does not take place, then the tenant will be terminated from the program. Only one notice goes to the owner and tenant regarding the termination due to the missed inspection in accordance with Chapter 12. (Revised 10/2010)

- **Current Policy –**

- If an adult family member cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within 5 business days of the originally-scheduled date. The PHA may schedule an inspection more than 5 business days after the original date for good cause.
- If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

- **8-II.D. Special Inspections [24 CFR 982.405(g)]**

- **Previous Policy –**

- During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.
 - If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection.

- **Current Policy –**

- If the reported condition is not life-threatening, the PHA will inspect the unit within 10 business days of notification (Added 7/2019).
 - During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.
 - If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection.

Chapter 10 – Moving with Continued Assistance and Portability

- **10-I.C. Moving Process**
 - **Zero HAP Families Who Wish to Move [24 CFR 982.455]**
 - **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –** If a HAP family request to move to a new, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the PHA will not enter into a HAP contract on behalf of the family for the new unit.
- **Part 11 – Portability**
 - **10-II.B. Initial PHA Role**
 - **Applicant Families**
 - **Previous Policy –**
 - In determining whether or not to deny an applicant family permission to move under portability because the PHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter.
 - If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.
 - The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, or stalking. However, any exception to this policy is subject to the approval of the receiving PHA [24 CFR 982.353(c)(3)].
 - **Current Policy –**
 - In determining whether or not to deny an applicant family permission to move under portability because the PHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter. If the PHA does deny the move due to insufficient funding, the PHA will notify HUD in writing within 10 business days of the PHA's determination to deny the move.
 - The applicant family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability, unless the receiving PHA will arbore the family (Added 7/2019).
 - The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or

reasons related to domestic violence, dating violence, or stalking

- **Briefing**

- **Previous Policy –**

- No formal briefing will be required for a participant family wishing to move outside the PHA's jurisdiction under portability. However, the PHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5). The PHA will provide the name, address, and phone of the contact for the PHA in the jurisdiction to which they wish to move. The PHA will advise the family that they will be under the RHA's policies and procedures, including subsidy standards and voucher extension policies.

- **Current Policy –**

- If there is more than one PHA with jurisdiction over the area to which the family wishes to move, the PHA will advise the family that the family selects the receiving PHA and notify the initial PHA of which receiving PHA was selected.
 - The PHA will further inform the family that if the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family.
 - The PHA will advise the family that they will be under the RHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

- **10-II.C. Receiving PHA Role**

- **Administering a Portable Family's Voucher**

- **Portability Billing [24 CFR 982.355(e)]**

- **Previous Policy – No PHA Policy in previous Admin Plan**

- **Current Policy –**

- Unless the PHA negotiates a different amount of reimbursement with the initial PHA, the PHA will bill the initial PHA the maximum amount of administrative fees allowed, ensuring any administrative fee proration has been properly applied.

Chapter 11 – Reexaminations

- **11-I.B Streamlined Annual Reexaminations [24 CFR 982.516(b)]**

- **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**

- The PHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made.
 - If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member.
 - If verification of the COLA or rate of interest is not available, the PHA will obtain third-party verification of income amounts.
 - Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.
- **11-I.C. Scheduling Annual Reexaminations**
 - **Notification of and Participation in the Annual Reexamination Process**
 - **Previous Policy –**
 - Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (see Chapter 2).
 - Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.
 - If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. (deleted 10/2010)
 - If a family fails to attend the scheduled interviews without PHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family's address of record, and to any alternate address provided in the family's file. (changed wording 10/2010)
 - An advocate, interpreter, or other assistant may assist the family in the interview process. The family and the PHA must execute a certification attesting to the role and the assistance provided by any such third party.
 - **Current Policy –**
 - Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (see Chapter 2).

- Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.
 - If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. The family will receive a letter stating that they missed their interview and they have 5 business days to come in and provide their information or they have 10 business days to file for an informal hearing.
 - If the family fails to meet the 5 or 10 business days deadline, a notice of termination (see Chapter 12) will be sent to the family's address of record, and to any alternate address provided in the family's file.
- **11-I.D. Conducting Annual Reexaminations**
 - **Previous Policy – No PHA Policy in previous policy**
 - **Current Policy –**
 - At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.
- **11-II.C. Changes Affecting Income or Expenses**
 - **Required Reporting**
 - **Previous Policy –**
 - Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.
 - The PHA will only conduct interim reexaminations for the following families:
 - Families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.
 - Families whose monthly income increases by \$200.00.
 - Families whose source of income changes from unearned to earned.
 - Families who previously reported no income obtains a source of income. (added 10/2010)
 - Families are not required to report any other changes in income or expenses.
 - **Current Policy –**

- Families are required to report all increases and decreases in income/benefits within 10 business days of the date the change takes effect.
 - Families are required to report any other changes in income/benefits or expenses (Added 7/2019).
- **Optional Reporting**
 - **Previous Policy –**
 - If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.
 - If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, the PHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.
 - Families may report changes in income or expenses at any time.
 - **Current Policy –**
 - Families are required to report all increases and decreases in income/benefits within 10 business days of the date the change takes effect.
 - Families are required to report any other changes in income/benefits or expenses (Added 7/2019).
- **11-II.D. Processing the Interim Reexamination**
 - **Effective Dates**
 - **Previous Policy –**
 - If the family share of the rent is to decrease:
 - The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.
 - **Current Policy -**
 - If the family share of the rent is to decrease:
 - The decrease will be effective on the first day of the month following the month in which the change was reported and all third party written verification were received (Added 7/2019).

Chapter 12 – Termination of Assistance and Tenancy

- **12-I.E. Mandatory Policies and Other Authorized Terminations**
 - **Other Authorized Reasons for Termination of Assistance**
 - **Previous Policy –**
 - The PHA **will not** terminate a family's assistance because of the

family's failure to meet its obligations under the Family Self-Sufficiency program.

- The PHA **will** terminate a family's assistance if:
 - The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.
 - Any family member has been evicted from federally-assisted housing in the last five years.
 - Any PHA has ever terminated assistance under the program for any member of the family.
 - Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - The family currently owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs.
 - The family has not reimbursed any PHA for amounts the PHA or other federally assisted housing programs paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease. (Revised 10/2010)
 - The family has breached the terms of a repayment agreement entered into with the PHA.
 - A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.
 - Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
 - In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.
- **Current Policy –**
 - The PHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program.

- The PHA **will** terminate a family's assistance if:
 - The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies
 - Any family member has been court-evicted from federally assisted housing in the last two years (Added 7/2019)
 - Any PHA has ever terminated assistance under the program for any member the family
 - Any family member has committed fraud, bribery, or other corrupt criminal act in connection with any federal housing program.
 - The family currently owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation, or public housing programs, or any other HUD sponsored housing programs (Added (10/2010), unless the family repays one payment of the debt prior to being selected from the waiting list, and then must continue to repay the debt through regular monthly payments until paid in full (Added 7/2019).
 - The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays one payment of the debt prior to being selected from the waiting list, and then must continue to repay the debt through regular monthly payments until paid in full (Added 7/2019).
 - The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays one payment of the debt covered in the repayment agreement prior to being selected from the waiting list, and then must continue to repay the debt through regular monthly payments until paid in full (Added 7/2019).

Chapter 13 – Owners

- **13-I.D. Owners Qualifications**
 - **Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]**
 - **Previous Policy –**
 - The PHA will refuse to approve a request for tenancy if the PHA becomes aware that any of the following are true:
 - The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 - The owner has engaged in any drug-related criminal activity or any violent criminal activity

- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
 - The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
 - The owner has a history or practice of renting units that fail to meet state or local housing codes; or
 - The owner has not paid state or local real estate taxes, fines, or assessment.
- **Current Policy –**
- The PHA will refuse to approve a request for tenancy if the PHA becomes aware that any of the following are true:
 - The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 - The owner has engaged in any drug-related criminal activity or any violent criminal activity
 - The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
 - The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health

or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;

- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.
- The owner/property manager is subject to a lifetime registered sex offender registration requirement in any state (Added 7/2019)

Chapter 14 – Program Integrity

- **14-II.C. Owner-Caused Error or Program Abuse**

- **Prohibited Owner Actions**

- **Previous Policy –**

- Any of the following will be considered evidence of owner program abuse:
 - Charging the family rent above or below the amount specified by the PHA
 - Charging a security deposit other than that specified in the family's lease
 - Charging the family for services that are provided to unassisted tenants at no extra charge
 - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
 - Knowingly accepting incorrect or excess housing assistance payments
 - Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
 - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA
 - Residing in the unit with an assisted family

- **Current Policy –**

- Any of the following will be considered evidence of owner program abuse:
 - Charging the family rent above or below the amount specified by the PHA
 - Charging a security deposit other than that specified in the family's lease
 - Charging the family for services that are provided to unassisted tenants at no extra charge
 - Knowingly accepting housing assistance payments for any

- month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA
- Residing in the unit with an assisted family
- Committing sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2 (Added 7/2019)
- Retailing against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2 (Added 7/2019)

Chapter 16 – Program Administration

- **16-II.B. Payment Standards [24 CFR 982.503; HCV GB, Chapter 7]**
 - **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**
 - The PHA will not voluntarily adopt the use of SAFMRs.
- **16-III.C. Informal Hearings for Participants [24 CFR 982.555]**
 - **Issuance of Decision [24 CFR 982.555(e)(6)]**
 - **Previous Policy – No PHA Policy in previous Admin Plan**
 - **Current Policy –**
 - The hearing officer will mail a “Notice of Hearing Decision” to the PHA and to the participant on the same day. This notice will be sent by first-class mail. The participant will be mailed the original “Notice of Hearing Decision” and a copy of the proof of mailing. A copy of the “Notice of Hearing Decision” will be maintained in the PHA’s file.
- **16-IV.B. Repayment Policy**
 - **Repayment Agreement [24 CFR 792.103]**
 - **General Repayment Agreement Guidelines for Families**
 - **Down Payment Requirement**
 - **Previous Policy –**
 - Before executing a repayment agreement with a family, the PHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the PHA that a down payment of 10 percent would impose an undue hardship, the PHA may, in its sole

discretion, require a lesser percentage or waive the requirement.

- **Current Policy – (Added 7/2019)**

- The PHA will not require a down payment before executing a repayment agreement with a family

- **Late or Missed Payments**

- **Previous Policy –**

- If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance in accordance with the policies in Chapter 12.
- If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the PHA will terminate assistance in accordance with the policies in Chapter 12.

- **Current Policy –**

- If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a breach notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the breach notice, it will be considered a delinquency and the PHA will terminate assistance in accordance with the policies in Chapter 12 (Added 7/2019).
- If a family receives three breach notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default. The PHA will give the family an option to pay the balance off in 10 business days (Added 7/2019) or the PHA will terminate assistance in accordance with the policies in Chapter 12.

- **16-IX.C. Notification [24 CFR 5.2005(a)]**

- **Notification to Program Applicants and Participants [24 CFR 5.2500(a)(1)]**

- **Previous Policy –**

- The PHA will provide all applicants with information about VAWA

at the time they request an application for housing assistance. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

- The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.
- The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, and Stalking.

▪ **Current Policy –**

- The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).
- The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.
- The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, and Stalking.
- Whenever the PHA has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.
- When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.
- The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

• **16-IX.D. Documentaion [24 CFR 5.2007]**

○ **Previous Policy –**

- Any request for documentation of domestic violence, dating violence, or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.
- The PHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.
- **Current Policy –**
 - Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing (Added 7/2019),
 - The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues (Added 7/2019). Any extension granted by the PHA will be in writing.
 - Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days (Added 7/2019).
- **Conflicting Documentation [24 CFR 5.2007(e)]**
 - **Previous Policy –**
 - If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.
 - **Current Policy –**
 - If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.
 - When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation (Added 7/2019).
 - If the PHA does not receive third-party documentation within the

required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants (Added 7/2019).

EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380
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Pittsburg Public Housing Authority

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that the housing choice voucher program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the housing choice voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the housing choice voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

The PHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the PHA chooses to remove the abuser or perpetrator, the PHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the PHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the PHA must follow federal, state, and local eviction procedures. In order to divide a lease, the PHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the PHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the PHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The PHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The PHA's emergency transfer plan provides further information on emergency transfers, and the PHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The PHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the PHA must be in writing, and the PHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The PHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the PHA as documentation. It is your choice which of the following to submit if the PHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the PHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the PHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the PHA does not have to provide you with the protections contained in this notice.

If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the PHA does not have to provide you with the protections contained in this notice.

Confidentiality

The PHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The PHA must not allow any individual administering assistance or other services on behalf of the PHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The PHA must not enter your information into any shared database or disclose your information to any other entity or individual. The PHA, however, may disclose the information provided if:

- You give written permission to the PHA to release the information on a time limited basis.
- The PHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the PHA or your landlord to release the information.

VAWA does not limit the PHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the PHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the PHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the PHA can demonstrate the above, the PHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **the Kansas City Regional Office at 913-551-5462 (Added 7/2019).**

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the PHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Pittsburg Public Housing Authority at 620-232-1210 (Added 7/2019).**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Kansas Legal Service at 620-232-1330 or Safehouse Crisis Center Inc at 620-231-8692 (Added 7/2019).**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Kansas Legal Service at 620-232-1330 or Safehouse Crisis Center Inc at 620-231-8692 (Added 7/2019).**

Victims of stalking seeking help may contact **Kansas Legal Service at 620-232-1330 or Safehouse Crisis Center Inc at 620-231-8692 (Added 7/2019).**

Attachment: Certification form HUD-5382

**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING AND ALTERNATE DOCUMENTATION,
FORM HUD-5382**

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

<p>EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HCV VERSION)</p>
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Attachment: Certification form HUD-5382

Pittsburg Public Housing Authority

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Housing Choice Voucher Program**

Emergency Transfers

The PHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of the PHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

³Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the PHA will assist you to move to a safe unit quickly using your existing voucher assistance. The PHA will make exceptions to program regulations restricting moves as required.

At your request, the PHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by the PHA

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA
- **[Insert other programs the PHA provides, such as LIHTC or HOME]**

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at: <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____
2. Your name (if different from victim's) _____
3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____
6. Address or phone number for contacting the victim: _____
7. Name of the accused perpetrator (if known and can be safely disclosed): _____
8. Relationship of the accused perpetrator to the victim: _____
9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

This is an advisory document and not a contract. It is intended to provide information only and does not constitute an offer of insurance. The information is provided for your information only and should not be used as a basis for any decision. The information is provided for your information only and should not be used as a basis for any decision.

MODEL OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS

Pittsburg Public Housing Authority

NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS

UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through **Pittsburg Public Housing Authority** HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
2) Signed by the applicant or tenant; and
3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

Pittsburg Public Housing Authority has extensive relationships with local service providers. **Pittsburg Public Housing Authority** staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in **Pittsburg Public Housing Authority** Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Attached:

Legal services and the domestic violence resources for the Metro area

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Pittsburg Public Housing Authority VAWA Notice of Occupancy Rights



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Brent Narges

From: Major Tim Tompkins

CC:

Date: Wednesday, August 7, 2019

Subject: Dance Hall License Renewal

City Clerk Tammy Nagel has received a request for a Dance Hall License renewal submitted by Mr. Mike Sitner, owner of 505 Bar, located at 505 N. Broadway. Mr. Sitner last applied for and was granted a Dance Hall License Renewal in August of 2017. The Dance Hall License issued by the City runs concurrently with the Drinking Establishment License issued to the business, which run for a period of two years before requiring renewal.

As with all Dance Hall License renewals, I have reviewed the calls for service for the period August 1, 2017 through August 1, 2019. During the period reviewed, the police department received 66 calls for police services, completed 19 routine bar checks, and filed 7 offense reports for a variety of offenses. When Mr. Sitner applied for his Dance Hall License in 2017, the review period was only for six months due to the Dance Hall License being moved to expire concurrently with the Drinking Establishment license. Therefore, the historical data from previous review periods is limited for comparison purposes. However, the number of calls received, types of calls received and the number of reports filed do not appear excessive or serious in nature.

Therefore, based on my review, I would recommend the Governing Body approve the Dance Hall License renewal request as submitted by Mr. Sitner. Should you have any questions or desire any further information, please contact me. I will also be in attendance at the City Commission meeting should Commissioners have any questions as well.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: August 7, 2019

SUBJECT: Agenda Item – August 13, 2019
Change Order No. 1
2019 Surface Preservation Project

Attached you will find Change Order No. 1 for the above-referenced project. Due to favorable bids from the contractor that came in under the Engineer's Estimate and to complete remaining streets around the project area, the City of Pittsburg has negotiated a contract price with Heckert Construction Co., Inc. to include South Taylor Street, Taylor Circle, both sides of South Stilwell Street and Normal Street in the scope of the project. This change order reflects an increase of \$85,358.05 making a new contract construction amount of \$1,057,260.99. This project is being funded from the street sales tax.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be approval or disapproval of Change Order No. 1.

If you have any questions or need additional information, please feel free to contact me.

Attachment: Change Order No. 1



2019 Surface Preservation Project Change Order No. 1

CONTRACTOR: Heckert Construction Co., Inc.

Date: August 7, 2019

746 East 520th Avenue

Pittsburg, Kansas 65762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	\$ 971,902.94
CHANGE ORDER NO. 1 DATED 08-07-2019	\$ 85,358.05
NEW CONTRACT CONSTRUCTION AMOUNT	\$ 1,057,260.99

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
401	Milling	9,755	S.Y.	\$ 1.71	\$ 16,681.05
402	Transporting Salvageable Material	1	L.S.	\$ 4,600.00	\$ 4,600.00
403	HMA-Comm. Grade (CI A)(SR-12.5A/G4-22)	1,060	Tons	\$ 60.45	\$ 64,077.00
TOTAL CHANGE ORDER NO. 1					\$ 85,358.05
NEW CONTRACT CONSTRUCTION AMOUNT					\$ 1,057,260.99
ENGINEERING AND INSPECTION (10%)					\$ -
LEGAL AND ADMINISTRATIVE (5%)					\$ -
NEW PROJECT TOTAL					\$ 1,057,260.99

ACCEPTED BY: HECKERT CONSTRUCTION CO., INC.

DATE: 8-7-19

SUBMITTED BY: GREG HARDISTER, ENGINEERING SUPERVISOR, CITY OF PITTSBURG

DATE: 8-7-19

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF PITTSBURG

DATE: 08-07-19

DATE OF APPROVAL BY CITY COMMISSION:

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: July 30, 2019

SUBJECT: Agenda Item – August 13, 2019
Ordinance No. S-1063 – Weed Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspection of complaints of weeds or obnoxious vegetable growth. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of weeds or obnoxious vegetable growth by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1063 assessing the cost of weeds or obnoxious vegetable growth removal. City crews had to remove weeds or obnoxious vegetable growth from 139 properties. The owners of these properties were given the opportunity to pay the cost of abatements, but declined to pay the cost for said weeds or obnoxious vegetable growth removal. Ordinance S-1063 assesses the cost of removal of weeds or obnoxious vegetable growth from these 139 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Ordinance S-1063 Weed Assessment Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1063

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH EXISTED WEEDS OR OBNOXIOUS VEGETABLE GROWTH TO PAY THE COSTS OF CUTTING OR REMOVING SAID GROWTH.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), or occupant(s), or person(s)-in-charge of a lot or parcel of land, written notice to cut and remove the weeds or obnoxious vegetable growth from the said lot or parcel of land described herein, and

WHEREAS, after the owner(s), occupant(s) or person(s)-in-charge neglected or failed to comply with the written notice to cut and remove said weeds or obnoxious vegetable growth, the City proceeded to cut and remove said weeds or obnoxious vegetable growth from said lot or parcel of land, and

WHEREAS, a statement for cost and expenses of removing said weeds or obnoxious vegetable growth was mailed to the owner(s), or occupant(s), or person(s)-in-charge of such property and such has not been paid.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

That for the purpose of paying the cost and expenses incurred by the City in cutting or removing said weeds or obnoxious vegetable growth from said lot or parcel of land, there is hereby levied against the following described real estate in Crawford County, Kansas.

Section 1: Parcel No. 2041703017018000, Merwin Addition, Block 4, Lot 22, located at 219 East 22nd Street owned by Shirley B. Edwards and Victoria L. Gladson. Notice of violation was sent to the owners on 05/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 2: Parcel No. 2041703017018000, Merwin Addition, Block 4, Lot 22, located at 219 East 22nd Street owned by Shirley B. Edwards and Victoria L. Gladson. Notice of violation was sent to the owners on 05/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/19/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 3: Parcel No. 2041703021003000, Chaplin Place Addition, beginning at the Southeast Corner of Lot 5, Block 16, Thence West 11.2 Feet, Northwesterly 160 Feet (S), North 9.6 Feet, East 100 Feet, South 140 Feet, to the Point of Beginning, located at 436

East 22nd Street owned by Michael W. Brown. Notice of violation was sent to the owner on 06/07/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 4: Parcel No. 2041704009011000, New York Investment Company 1st Addition, Block 6, Lots 32 and 33, located at 603 East 21st Street owned by Margaret A. Pryor. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 5: Parcel No. 2041704009011000, New York Investment Company 1st Addition, Block 6, Lots 32 and 33, located at 603 East 21st Street owned by Margaret A. Pryor. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/07/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 6: Parcel No. 2041704009011000, New York Investment Company 1st Addition, Block 6, Lots 32 and 33, located at 603 East 21st Street owned by Margaret A. Pryor. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/27/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 7: Parcel No. 2041704009011000, New York Investment Company 1st Addition, Block 6, Lots 32 and 33, located at 603 East 21st Street owned by Margaret A. Pryor. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/01/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 8: Parcel No. 2041801001014020, Miller Addition, Lot 3, Acres 1.1, located at 00000 West 28th Street owned by Norman and Nancy Miller. Notice of violation was sent to the owners on 06/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/26/2018. The cost and expenses incurred were One Thousand One Hundred Sixty-Two Dollars and Twenty-Two Cents (\$1,162.22).

Section 9: Parcel No. 2041801001014020, Miller Addition, Lot 3, Acres 1.1, located at 00000 West 28th Street owned by Norman and Nancy Miller. Notice of violation was sent to the owners on 08/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/13/2018. The cost and expenses incurred were Six Hundred Sixty-Two Dollars and Twenty-Two Cents (\$662.22).

Section 10: Parcel No. 2041804005015000, Martin Place Subdivision Lot C, Block 2, Lots 24, 25 and 26, located at 204 West 23rd Street owned by Daniel Livermore. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/14/2018. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty-Two Cents (\$412.22).

Section 11: Parcel No. 2041804005015000, Martin Place Subdivision Lot C, Block 2, Lots 24, 25 and 26, located at 204 West 23rd Street owned by Daniel Livermore. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 12: Parcel No. 2041804005015000, Martin Place Subdivision Lot C, Block 2, Lots 24, 25 and 26, located at 204 West 23rd Street owned by Daniel Livermore. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 13: Parcel No. 2041804008019000, Martin Place Subdivision Lot C, Block 5, Lots 34 and 35, located at 108 West 21st Street owned by Richard and Janice Dillworth. Notice of violation was sent to the owners on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 14: Parcel No. 2041804011005000, Martin Place Subdivision Lot C, West 5 Feet of Lot 17 and All of Lot 18, Block 8, located at 111 West 21st Street owned by Michael and Polly Bruce. Notice of violation was sent to the owners on 06/28/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/17/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 15: Parcel No. 2041901005006000, K&T Coal Company 4th Addition, Block 5, Lot 12, located at 214 West 18th Street owned by Richard Carson. Notice of violation was sent to the owner on 07/20/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/20/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 16: Parcel No. 2041901005006000, K&T Coal Company 4th Addition, Block 5, Lot 12, located at 214 West 18th Street owned by Richard Carson. Notice of violation was sent to the owner on 07/20/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 17: Parcel No. 2041903023001000, Conn's Addition of Tewell's Subdivision, Lot 1, located at 411 North Chestnut owned by Toy Mitchell. Notice of violation was sent to the owner on 06/29/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/11/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 18: Parcel No. 204190401901000, Pittsburg Town Company 3rd Addition, North 45 Feet of East 20 Feet Lot 27 and North 45 Feet of Lots 28, 29 and 30, Block 10, located at 805 North Walnut owned by Megan S. Henry. Notice of violation was sent to the owner on 09/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 19: Parcel No. 2041904020019000, Pittsburg Town Company 3rd Addition, South 45 Feet of Lots 1, 2, 3 and 4, Block 9, located at 807 North Pine owned by Daniel Lee Hallacy. Notice of violation was sent to the owner on 05/18/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/20/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 20: Parcel No. 2041904023007000, Pittsburg Original Town, West 50 Feet of Lots 437 and 438, Block 5, located at 214 West 7th Street owned by Richelle A. Jameson. Notice of violation was sent to the owner on 06/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/12/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 21: Parcel No. 2041904027001000, Park Place Improvement 2nd Addition, Lot 28, located at 501 West 8th Street owned by Tami June Cooper. Notice of violation was sent to the owner on 09/05/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/20/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 22: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10, located at 417 West 7th Street owned by Franklin E. Seely. Notice of violation was sent to the owner on 05/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 23: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10, located at 417 West 7th Street owned by Franklin E. Seely. Notice of violation was sent to the owner on 05/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/05/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 24: Parcel No. 2041904033006000, Goff's West Addition, Block 3, Lot 10, located at 417 West 7th Street owned by Franklin E. Seely. Notice of violation was sent to the owner on 05/25/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/06/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 25: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7, located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/09/2018. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty-Two Cents (\$412.22).

Section 26: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7, located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 27: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7, located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/27/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 28: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7, located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/06/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 29: Parcel No. 2041904034004000, Pittsburg Original Town, West 1/2 of the East 1/2 of Lots 523 and 524, Block 7, located at 309 West 7th Street owned by Opal Maxine Walker. Notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/05/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 30: Parcel No. 204190404800700, Pittsburg Original Town, beginning 14.5 Feet South of the Northwest Corner of Lot 511, Thence South 45.5 Feet, East 154 Feet, South 1 Foot, East 14 Feet, North 25.8 Feet, East 32 Feet, North 35.2 Feet, Southwesterly to a Point 14.5 Feet South of the North Line of Lot 511, West 150 Feet, to the Point of Beginning, Block 19, located at 410 North Olive owned by Mason Lovelace. Notice of

violation was sent to the owner on 06/06/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 31: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. Notice of violation was sent to the owner on 05/09/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 32: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. Notice of violation was sent to the owner on 05/09/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/20/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 33: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. Notice of violation was sent to the owner on 05/09/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/10/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 34: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. Notice of violation was sent to the owner on 05/09/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 35: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. Notice of violation was sent to the owner on 05/09/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/17/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 36: Parcel No. 2042001014007000, East Pittsburg Land Company 1st Addition, Block 21, Lot 15, located at 1002 East 14th Street owned by TBSW Holdings LLC. Notice of violation was sent to the owner on 06/04/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/14/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 37: Parcel No. 2042001014007000, East Pittsburg Land Company 1st Addition, Block 21, Lot 15, located at 1002 East 14th Street owned by TBSW Holdings LLC. Notice of violation was sent to the owner on 06/04/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/18/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 38: Parcel No. 2042001015006000, East Pittsburg Land Company 1st Addition, South 93 Feet of Lot 11, Block 22, located at 1306 North Taylor owned by Betty Jean Rogers. Notice of violation was sent to the owner on 08/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/17/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 39: Parcel No. 2042001015006000, East Pittsburg Land Company 1st Addition, South 93 Feet of Lot 11, Block 22, located at 1306 North Taylor owned by Betty Jean Rogers. Notice of violation was sent to the owner on 08/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 40: Parcel No. 2042002015001000, Chicago Addition, Block 2, Lots 22 and 24, located at 1711 North Grand owned by Andrew A. Wachter. Notice of violation was sent to the owner on 08/28/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/10/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 41: Parcel No. 2042002030006000, North Pittsburg 1st Addition, North 100 Feet of the West 1/2 of Lot 15 and the North 100 Feet of East 8 Feet of Lot 14, located at 204 East 15th Street owned by Jost Properties Inc. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 42 Parcel No. 2042002030006000, North Pittsburg 1st Addition, North 100 Feet of the West 1/2 of Lot 15 and the North 100 Feet of East 8 Feet of Lot 14, located at 204 East 15th Street owned by Jost Properties Inc. Notice of violation was sent to the owner on 07/12/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/19/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 43: Parcel No. 2042002030006000, North Pittsburg 1st Addition, North 100 Feet of the West 1/2 of Lot 15 and the North 100 Feet of East 8 Feet of Lot 14, located at 204 East 15th Street owned by Jost Properties Inc. Notice of violation was sent to the owner on 07/12/2018 and, after failing to comply, the City did cause weeds or obnoxious

vegetable growth to be cut on 08/22/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 44: Parcel No. 2042002030006000, North Pittsburg 1st Addition, North 100 Feet of the West 1/2 of Lot 15 and the North 100 Feet of East 8 Feet of Lot 14, located at 204 East 15th Street owned by Jost Properties Inc. Notice of violation was sent to the owner on 07/12/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/01/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 45: Parcel No. 2042003014011000, Pittsburg Town Company 4th Addition, West 1/2 of Lot 19 and all of Lots 17 and 18, Block 10, located at 509 East 8th Street owned by Elsie Cunningham. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 46: Parcel No. 2042003014011000, Pittsburg Town Company 4th Addition, West 1/2 of Lot 19 and all of Lots 17 and 18, Block 10, located at 509 East 8th Street owned by Elsie Cunningham. Notice of violation was sent to the owner on 07/05/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/12/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 47: Parcel No. 2042003014011000, Pittsburg Town Company 4th Addition, West 1/2 of Lot 19 and all of Lots 17 and 18, Block 10, located at 509 East 8th Street owned by Elsie Cunningham. Notice of violation was sent to the owner on 07/05/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 48: Parcel No. 2042003022003000, Pittsburg Town Company 4th Addition, Lot 3 and a Fraction of Block 4 located at 712 North Joplin owned by David Paul Ahrens. Notice of violation was sent to the owner on 05/17/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/12/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 49: Parcel No. 2042004005002000, Hermann Addition, Block 4, Lots 7, 8, 9, 10 And 11, located at 0000 Unopened Street owned by Ronald E. and Geri Lynn Wuerdeman. Notice of violation was sent to the owners on 07/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/26/2018. The cost and expenses incurred were Nine Hundred Twelve Dollars and Twenty-Two Cents (\$912.22).

Section 50: Parcel No. 2042004007007000, Playter's 4th Addition, Block 4, Lots 12 and 13, located at 1008 East 11th Street owned by Jay M. Cooper. Notice of violation was sent to the owners on 08/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/27/2018. The cost and expenses incurred were Five Hundred Sixty-Two Dollars and Twenty-Two Cents (\$562.22).

Section 51: Parcel No. 2042004009001000, Playter's 4th Addition, Block 6, Lots 1 and 2, located at 928 East 10th Street owned by Stephani Knight. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 52: Parcel No. 2042004015003000, Playter's 4th Addition, Block 8, Lots 6 and 7, located at 1018 East 9th Street owned by Shane D. Black. Notice of violation was sent to the owner on 07/30/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/10/2018. The cost and expenses incurred were Six Hundred Twelve Dollars and Twenty-Two Cents (\$612.22).

Section 53: Parcel No. 2042004015012000, Playter's 4th Addition, West 34 Feet of Lot 22, Block 8, located at 1027 East 8th Street owned by Larry E. Foster. Notice of violation was sent to the owner on 07/30/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/07/2018. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty-Two Cents (\$412.22).

Section 54: Parcel No. 2042004021012000, Playter's 2nd Addition, Block 2, Lot 13, located at 706 East 7th Street owned by Bon Chigbo Chika. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 55: Parcel No. 2042004023006000, Playter's 3rd Addition, Block 3, Lot 8, located at 916 East 7th Street owned by, Raymond Lee Trumbule. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 56: Parcel No. 2042004023006000, Playter's 3rd Addition, Block 3, Lot 8, located at 916 East 7th Street owned by, Raymond Lee Trumbule. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 57: Parcel No. 2042004023006000, Playter's 3rd Addition, Block 3, Lot 8, located at 916 East 7th Street owned by, Raymond Lee Trumbule. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds

or obnoxious vegetable growth to be cut on 10/01/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 58: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/14/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 59: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2019. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty-Two Cents (\$512.22).

Section 60: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/08/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 61: Parcel No. 2052103005007000, K.C.S. Annex, Lot 55 located at 1115 East 10th Street owned by Robert H. Lake. Notice of violation was sent to the owner on 05/14/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/13/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 62: Parcel No. 2052103015004000, K.C.S. Annex, Lot 190 located at 1301 East 7th Street owned by Billy J. Mapes. Notice of violation was sent to the owner on 09/13/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/24/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 63: Parcel No. 2052103021001000, Jenni's Addition to East Pittsburg, Block 1, Lot 1, located at 511 North Water owned by Dennis Patrick Masterson. Notice of violation was sent to the owner on 05/17/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 64: Parcel No. 2052103021001000, Jenni's Addition to East Pittsburg, Block 1, Lot 1, located at 511 North Water owned by Dennis Patrick Masterson. Notice of violation was sent to the owner on 07/26/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/02/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 65: Parcel No. 2052103021001000, Jenni's Addition to East Pittsburg, Block 1, Lot 1, located at 511 North Water owned by Dennis Patrick Masterson. Notice of violation

was sent to the owner on 07/26/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/18/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 66: Parcel No. 2092901001007000, Lapham's Addition, Block 1, Lot 15, located at 208 North Lapham owned by Betty E. Farris Rev Living Trust. Notice of violation was sent to the owner on 05/18/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 67: Parcel No. 2092901001007000, Lapham's Addition, Block 1, Lot 15, located at 208 North Lapham owned by Betty E. Farris Rev Living Trust. Notice of violation was sent to the owner on 05/18/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 68: Parcel No. 2092901001009000, Lapham's Addition, Lots 10 and 11, Less South 10 Feet of the East 10 Feet of Lot 11, Block 1, located at 203 North Rouse owned by Anthony Eure. Notice of violation was sent to the owner on 06/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/12/2018. The cost and expenses incurred were Five Hundred Sixty-Two Dollars and Twenty-Two Cents (\$562.22).

Section 69: Parcel No. 2092902016006000, Pittsburg Original Town, West 49 Feet of the East 120 Feet of Lots 131 and 132, Block 47, located at 209 East Rose owned by Arnold R. Leiva Munguia. Notice of violation was sent to the owner on 05/23/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/20/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 70: Parcel No. 2092903018004000, Santa Fe 1st Addition, Lot 133, located at 210 East Adams owned by David N. Snider. Notice of violation was sent to the owner on 05/21/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/01/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 71: Parcel No. 2092903018004000, Santa Fe 1st Addition, Lot 133, located at 210 East Adams owned by David N. Snider. Notice of violation was sent to the owner on 05/21/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 72: Parcel No. 2092903018004000, Santa Fe 1st Addition, Lot 133, located at 210 East Adams owned by David N. Snider. Notice of violation was sent to the owner on 05/21/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable

growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 73: Parcel No. 2092903028010000, Santa Fe 2nd Addition, Lot 25, located at 105 East Madison owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/13/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 74: Parcel No. 2092903028011000, Santa Fe 2nd Addition, South 1/2 of Lot 24, located at 107 East Madison owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/13/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/21/2018. The cost and expenses incurred were One Thousand Twelve Dollars and Twenty-Two Cents (\$1,012.22).

Section 75: Parcel No. 2092904001006000, Carleton's 1st Addition, West 80 Feet of Lot 8, located at 907 East Washington owned by Ronald L. Morey. Notice of violation was sent to the owner on 05/08/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2018. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty-Two Cents (\$512.22).

Section 76: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11, located at 821 East Quincy owned by Stephani Knight. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 77: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11, located at 821 East Quincy owned by Stephani Knight. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 78: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11, located at 821 East Quincy owned by Stephani Knight. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/02/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 79: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11, located at 821 East Quincy owned by Stephani Knight. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 80: Parcel No. 2092904020013000, Bonview Addition, Block 8, Lot 11, located at 821 East Quincy owned by Stephani Knight. Notice of violation was sent to the owner

on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/03/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 81: Parcel No. 2093001008005000, Joplin Addition Exhibit B, Lot 53, located at 609 West 3rd Street owned by, Stephen B. Bostwick. Notice of violation was sent to the owner on 08/07/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 82: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44, located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 83: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44, located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 84: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44, located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 85: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44, located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 86: Parcel No. 2093001025003010, Pittsburg Original Town, West 68 Feet of Lots 399 and 400, Block 44, located at 101 South Walnut owned by Scott Kesinger. Notice of violation was sent to the owner on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 87: Parcel No. 2093001025005000, Pittsburg Original Town, beginning at the Southwest Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, to Point of Beginning, located at 212 West Rose owned by Melissa Utley and Twila Clark. Notice of violation was sent to the owners on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/14/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 88: Parcel No. 2093001025005000, Pittsburg Original Town, beginning at the Southwest Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, to Point of Beginning, located at 212 West Rose owned by Melissa Utley and Twila Clark. Notice of violation was sent to the owners on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 89: Parcel No. 2093001025005000, Pittsburg Original Town, beginning at the Southwest Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, to Point of Beginning, located at 212 West Rose owned by Melissa Utley and Twila Clark. Notice of violation was sent to the owners on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 90: Parcel No. 2093001025005000, Pittsburg Original Town, beginning at the Southwest Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, to Point of Beginning, located at 212 West Rose owned by Melissa Utley and Twila Clark. Notice of violation was sent to the owners on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 91: Parcel No. 2093001025005000, Pittsburg Original Town, beginning at the Southwest Corner of Lot 397, Block 44, Thence North 62.5 Feet, East 65 Feet, South 62.5 Feet, West 65 Feet, to Point of Beginning, located at 212 West Rose owned by Melissa Utley and Twila Clark. Notice of violation was sent to the owners on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 92: Parcel No. 2093001034013000, Playter's Addition, Lot 110, located at 406 West Forest owned by Wilma Mays. Notice of violation was sent to the owner on 06/04/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 93: Parcel No. 2093001035005000, Playter's Addition, Lot 78, located at 411 West Kansas owned by Steven R. Bitner. Notice of violation was sent to the owner on 10/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/22/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 94: Parcel No. 2093001041001000, McCormick Addition, Block 2, Lots 39 and 40, located at 201 West Kansas owned by Terry Jean Azamber. Notice of violation was sent to the owner on 06/13/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 95: Parcel No. 2093001041001000, McCormick Addition, Block 2, Lots 39 and 40, located at 201 West Kansas owned by Terry Jean Azamber. Notice of violation was sent to the owner on 06/13/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/23/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 96: Parcel No. 2093001041015000, McCormick Addition, Block 2, Lot 56, located at 216 West Forest owned by East 600 Properties LLC. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 97: Parcel No. 2093001041016000, McCormick Addition, Block 2, Lot 57, located at 214 West Forest owned by Robert D. Jr. and Jo Ann Rogers. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 98: Parcel No. 2093001041016000, McCormick Addition, Block 2, Lot 57, located at 214 West Forest owned by Robert D. Jr. and Jo Ann Rogers. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 99: Parcel No. 2093001041016000, McCormick Addition, Block 2, Lot 57, located at 214 West Forest owned by Robert D. Jr. and Jo Ann Rogers. Notice of violation was sent to the owner on 08/31/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/12/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 100: Parcel No. 2093001041016000, McCormick Addition, Block 2, Lot 57, located at 214 West Forest owned by Robert D. Jr. and Jo Ann Rogers. Notice of violation was sent to the owner on 08/31/2018 and, after failing to comply, the City did cause weeds

or obnoxious vegetable growth to be cut on 10/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 101: Parcel No. 2093001042013000, Playter's Addition, Lot 155, located at 324 West Martin owned by M. Fran Berry. Notice of violation was sent to the owner on 05/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty- Two Cents (\$312.22).

Section 102: Parcel No. 2093001042013000, Playter's Addition, Lot 155, located at 324 West Martin owned by M. Fran Berry. Notice of violation was sent to the owner on 05/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/12/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty- Two Cents (\$312.22).

Section 103: Parcel No. 2093001043006000, PLAYTERS ADDITION, Lot 137, located at 411 West Forest owned by Lemarts LLC. Notice of violation was sent to the owner on 05/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 104: Parcel No. 2093001045016000, McCormick Addition, Block 3, Lot 121, located at 214 West Park owned by Phillip P. Piccini. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 105: Parcel No. 2093001045016000, McCormick Addition, Block 3, Lot 121, located at 214 West Park owned by Phillip P. Piccini. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/15/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 106: Parcel No. 2093001045016000, McCormick Addition, Block 3, Lot 121 located at 214 West Park owned by Phillip P. Piccini. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/25/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 107: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13, located at 811 West 4th Street owned by Debra J. Davis. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/14/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 108: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13, located at 811 West 4th Street owned by Debra J. Davis. Notice of violation was sent to the

owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 109: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13 located at 811 West 4th Street owned by Debra J. Davis. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 110: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13 located at 811 West 4th Street owned by Debra J. Davis. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/30/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 111: Parcel No. 2093002003006000, Forest Park 2nd Addition, Lot 13 located at 811 West 4th Street owned by Debra J. Davis. Notice of violation was sent to the owner on 05/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 112: Parcel No. 2093002005014000, Forest Park Addition, Lot 38, located at 1006 West 3rd Street owned by Jason Franklin. Notice of violation was sent to the owner on 06/06/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/22/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 113: Parcel No. 2093002009009000, Forest Park Addition, Lot 89, located at 914 West 2nd Street owned by Albert A. and Mary Catherine McCool. Notice of violation was sent to the owners on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 114: Parcel No. 2093002009009000, Forest Park Addition, Lot 89, located at 914 West 2nd Street owned by Albert A. and Mary Catherine McCool. Notice of violation was sent to the owners on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 115: Parcel No. 2093002009009000, Forest Park Addition, Lot 89, located at 914 West 2nd Street owned by Albert A. and Mary Catherine McCool. Notice of violation was sent to the owners on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 116: Parcel No. 2093002009009000, Forest Park Addition, Lot 89, located at 914 West 2nd Street owned by Albert A. and Mary Catherine McCool. Notice of violation was sent to the owners on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/27/2018. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty-Two Cents (\$512.22).

Section 117: Parcel No. 2093002009009000, Forest Park Addition, Lot 89, located at 914 West 2nd Street owned by Albert A. and Mary Catherine McCool. Notice of violation was sent to the owners on 05/16/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 118: Parcel No. 2093002032016000, Forest Park 3rd Addition, Lot 103, located at 524 West Forest owned by Van H. Wilson. Notice of violation was sent to the owner on 05/04/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/23/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 119: Parcel No. 2093002032016000, Forest Park 3rd Addition, Lot 103, located at 524 West Forest owned by Van H. Wilson. Notice of violation was sent to the owner on 05/04/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 120: Parcel No. 2093002025009000, Forest Park 3rd Addition, Lot 50, located at 624 West Kansas owned by Austin G. Ascanio. Notice of violation was sent to the owner on 05/11/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/19/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 121: Parcel No. 2093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest owned by Walter Kincade. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/22/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 122: Parcel No. 2093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest owned by Walter Kincade. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/08/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 123: Parcel No. 2093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest owned by Walter Kincade. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious

vegetable growth to be cut on 06/28/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 124: Parcel No. 2093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest owned by Walter Kincade. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 07/31/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 125: Parcel No. 2093002032024000, Forest Park 3rd Addition, Lot 111, located at 504 West Forest owned by Walter Kincade. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 126: Parcel No. 2093004006014000, McCormick Addition, West 1/2 of Lot 159 and All of Lot 158, Block 5 located at 118 West Washington owned by Stanley D. Ross. Notice of violation was sent to the owner on 08/30/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/10/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 127: Parcel No. 2093004007003000, McCormick Addition, Block 8, Lot 200, located at 103 West Washington owned by Jason B. Harris. Notice of violation was sent to the owner on 09/05/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/18/2019. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 128: Parcel No. 2093101002046000, College Hill 2nd Addition, Lot 28, located at 1607 South Walnut owned by Troy J. Matthews. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 05/21/2018. The cost and expenses incurred were Five Hundred Twelve Dollars and Twenty-Two Cents (\$512.22).

Section 129: Parcel No. 2093101002046000, College Hill 2nd Addition, Lot 28, located at 1607 South Walnut owned by Troy J. Matthews. Notice of violation was sent to the owner on 05/10/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/06/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 130: Parcel No. 2093101010007000, College Hill, Lots 12, 13 and 14, located at 1706 South Pine owned by PSU Pi Kappa Alpha Inc. Notice of violation was sent to the owner on 05/23/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 131: Parcel No. 2093101011010000, College Hill 2nd Addition, Lot 43, located at 1719 South Walnut owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 132: Parcel No. 2093101011010000, College Hill 2nd Addition, Lot 43, located at 1719 South Walnut owned by Stanley D. Ross. Notice of violation was sent to the owner on 06/15/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/29/2018. The cost and expenses incurred were Four Hundred Twelve Dollars and Twenty-Two Cents (\$412.22).

Section 133: Parcel No. 2093104007038000, Gibson 1st Addition, Lots 8 and 9, located at 114 West Billings owned by Anthony P. Prewett. Notice of violation was sent to the owner on 08/02/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/02/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 134: Parcel No. 2093203014029000, Fieldcrest Addition, Lot 66, located at 441 Fieldcrest owned by Ocwen Loan Servicing LLC. Notice of violation was sent to the owner on 05/17/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/16/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 135: Parcel No. 2093204007028010, Section 32, Township 30, Range 25, Acres 1.4, Beginning 45 Feet West and 820 Feet South Northeast Corner of the Southeast 1/4, Thence West 320 Feet, South 190 Feet, East 320 Feet, North 190 Feet, to the Point of Beginning, located at 2004 South Rouse owned by Park Kim Hyo Soon. Notice of violation was sent to the owner on 05/03/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/21/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 136: Parcel No. 2093204007028010, Section 32, Township 30, Range 25, Acres 1.4, Beginning 45 Feet West and 820 Feet South Northeast Corner of the Southeast 1/4, Thence West 320 Feet, South 190 Feet, East 320 Feet, North 190 Feet, to the Point of Beginning, located at 2004 South Rouse owned by Park Kim Hyo Soon. Notice of violation was sent to the owner on 05/03/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 09/04/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 137: Parcel No. 2093204007028010, Section 32, Township 30, Range 25, Acres 1.4, Beginning 45 Feet West and 820 Feet South Northeast Corner of the Southeast 1/4, Thence West 320 Feet, South 190 Feet, East 320 Feet, North 190 Feet, to the Point of Beginning, located at 2004 South Rouse owned by Park Kim Hyo Soon. Notice of

violation was sent to the owner on 05/03/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/03/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

Section 138: Parcel No. 2130502005004000, Random Acres Subdivision, Lot 41, located at 407 Thomas owned by Daniel L. Hallacy. Notice of violation was sent to the owner on 05/30/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 06/11/2018. The cost and expenses incurred were One Thousand Eight Hundred Twelve Dollars and Twenty-Two Cents (\$1,812.22).

Section 139: Parcel No. 2130502005004000, Random Acres Subdivision, Lot 41, located at 407 Thomas owned by Daniel L. Hallacy. Notice of violation was sent to the owner on 05/30/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 10/29/2018. The cost and expenses incurred were Three Hundred Twelve Dollars and Twenty-Two Cents (\$312.22).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 139 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this 13th day of August, 2019

Patrick O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: July 30, 2019

SUBJECT: Agenda Item – August 13, 2019
Ordinance No. S-1064 – Demolition Assessments

The Building Services Division, in the process of enforcing the City Codes, holds Dilapidated Structure Hearings to review complaints of unsafe and unsanitary structures with the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code.

As a result of the hearings, the owner(s), occupant(s) and person(s)-in-charge are either directed to make certain repairs to bring the structures up to Code or to demolish said structures and to clean said properties. If, after 30 days, such owner(s), occupant(s) and person(s)-in-charge fail or refuse to comply with the issued orders, the City contracts out the removal and cleaning of the properties and then assesses the cost for said removal against the lot or parcel of land on which the structures were located. If there is an immediate threat to public health and safety, the Building Official can waive the 30-day compliance date and address the structure immediately. The attached Ordinance S-1064 assesses the cost of the removal and cleaning of 2 properties where the owner(s), occupant(s) and person(s)-in-charge failed to demolish said structures.

The City passes Ordinances only one time each year to assess the cost for abatement of nuisances. If approved, this Ordinance will be certified to the County Clerk and will appear on the tax statements later this year.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be to approve the ordinance levying the costs of abating these nuisances.

If you have any questions concerning this matter, please do not hesitate to contact me.
Attachments: Ordinance S-1064 Demolition Ordinance

(Published in The Morning Sun on _____, 2019)

ORDINANCE NO. S-1064

AN ORDINANCE, LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH A PUBLIC NUISANCE WAS LOCATED, TO PAY THE COST OF ABATING THE NUISANCE.

WHEREAS, the City Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove a nuisance from the lot or parcel of land described herein, and

WHEREAS, after thirty (30) days, upon the failure or refusal, such owner(s), occupant(s), or person(s)-in-charge to comply with the provisions of said notice, the City did proceed to abate and remove the nuisance from said lot or parcel of land.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

That for the purpose of paying the costs and expenses incurred by the City in abating the nuisance upon the premises, where a nuisance was located, there is hereby levied against the following described real estate in Crawford County, Kansas:

SECTION 1: Parcel No. 2041704009011000, New York Investment Co 1st Addition, Block 6, Lots 32 and 33, located at 603 East 21st Street, owned by Margaret A. Pryor. The Building Official declared the secondary structure an immediate danger and ordered the immediate demolition of the vacated structure on 06/11/2018. The City did cause the demolition of said structure on 06/18/2018. The cost and expenses incurred were One Thousand One Hundred Sixty-Three Dollars and Thirty Cents (\$1,163.30).

SECTION 2: Parcel No. 2093002005014000, Forest Park Addition, Lot 38, located at 1006 West 3rd, owned by Jason Franklin. Notice for removal of the primary structure was delivered in person and receipt signed by the owner on 11/14/2018. After failing to demolish and remove, the City did cause the demolition of said structure, and the parcel cleaned on 01/14/2019. The cost and expenses incurred were Three Thousand Two Hundred Eight Dollars and Thirty Cents (\$3,208.30).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 2 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots and parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this 13th day of August 2019.

Patrick O'Bryan, Mayor

ATTEST:

CITY CLERK – Tammy Nagel

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Assistant Director of Public Works

DATE: July 30, 2019

SUBJECT: Agenda Item – August 13, 2019
Ordinance No. S-1065 – Trash Assessments

The Codes Enforcement Division, in the process of enforcing the City Codes, conducted inspections for complaints of trash. Notices were sent to the owner(s), occupant(s) and person(s)-in-charge where there was found to be a violation of the City Code directing their abatement.

Upon expiration of the allotted days, as provided in the City Code, the Codes Enforcement Division re-inspected the premises for compliance. If not removed, the Codes Enforcement Division caused the abatement of trash and debris by City crews. The City Codes provided that the cost of abating nuisances shall be placed as a special assessment against the property to be collected with the payment of real estate taxes.

The City staff has created the attached Ordinance No. S-1065 assessing the cost of trash and debris removal. City crews had to remove trash and debris from 32 properties. The owners of these properties were given the opportunity to pay the cost of abatements, but declined to pay the cost for said trash and debris removal. Ordinance S-1065 assesses the cost of trash and debris removal from these 32 properties.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be to approve the Ordinance levying the costs of abating these nuisances.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments: Ordinance S-1065 Trash Ordinance

(Published in The Morning Sun on _____)

ORDINANCE NO. S-1065

AN ORDINANCE LEVYING A SPECIAL ASSESSMENT AGAINST THE LOTS OR PARCELS OF LAND ON WHICH REFUSE MATTER WAS LOCATED TO PAY THE COST OF MAKING THE PREMISES SAFE AND HYGIENIC.

WHEREAS, the Building Official of the City of Pittsburg, Kansas, acting on behalf of the City Manager, did issue and cause to be served on the owner(s), occupant(s), or person(s)-in-charge, a public notice to remove nuisances from the lots or parcels of land described below.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

That for the purpose of paying the cost and expenses incurred by the City in making said premises, upon which refuse matter was located, safe and hygienic, there is hereby levied against the real estate described herein the following special assessments:

Section 1: Parcel No. 2041701016009000, Section 17, Township 30, Range 25, Acres 1.0, Beginning 30 Feet East and 734.8 Feet South of the NW Corner of the South 1/2 of the Northeast 1/4, Thence East 570 Feet, South 75 Feet, West 570 Feet, North 75 Feet, to Point of Beginning, located at 2722 North Michigan owned by Ronald Wuerdeman. A notice of violation was sent to the owner on 01/15/2019 and, after failing to comply, the City did cause trash to be picked up on 02/08/2019. The cost and expenses incurred were Nine Hundred Sixty-Five Dollars and Forty-Nine Cents (\$965.49).

Section 2: Parcel No. 2041703003012000, North Joplin Heights Addition, Block 1, Lot 5, located at 305 East 25th Street owned by Alicia Hudson. A notice of violation was sent to the owner on 09/27/2018 and, after failing to comply, the City did cause trash to be picked up on 10/12/2018. The cost and expenses incurred were Four Hundred Sixty-Five Dollars and Forty-Nine Cents (\$465.49).

Section 3: Parcel No. 2041703024003000, Merwin Addition, Block 7, Lots 3 and 4, located at 124 East 21st Street owned by Casey McGuire. A notice of violation was sent to the owner on 10/23/2018 and, after failing to comply, the City did cause trash to be picked up on 11/02/2018. The cost and expenses incurred were Seven Hundred Fifteen Dollars and Forty-Nine Cents (\$715.49).

Section 4: Parcel No. 2041804003005000, Crestview Addition, Lots 68 and 69, located at 115 West 25th Street owned by Chris Shall. A notice of violation was sent to the owner on 12/20/2018 and, after failing to comply, the City did cause trash to be picked up on 12/31/2018. The cost and expenses incurred were One Thousand One Hundred Fifteen Dollars and Forty-Nine Cents (\$1,115.49).

Section 5: Parcel No. 2041804008003000, Martin Place Subdivision Lot C, West 30 Feet of Lot 14 and all of Lot 15, Block 5, located at 105 West 22nd Street owned by Home Opportunity LLC. A notice of violation was sent to the owner on 04/19/2018 and, after failing to comply, the City did cause trash to be picked up on 05/11/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 6: Parcel No. 2041903009017000, Park Place Improvement 3rd Addition, Lot 65, located at 712 West 7th Street owned by Nick Short. A notice of violation was sent to the owner on 08/20/2018 and, after failing to comply, the City did cause trash to be picked up on 09/05/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 7: Parcel No. 2041904019010000, Pittsburg Town Co 3rd Addition, North 45 Feet of the East 20 Feet of Lot 27 and the North 45 Feet of Lots 28, 29 and 30, Block 10, located at 805 North Walnut owned by Megan S. Henry. A notice of violation was sent to the owner on 06/26/2018 and, after failing to comply, the City did cause trash to be picked up on 07/12/2018. The cost and expenses incurred were Nine Hundred Fifteen Dollars and Forty-Nine Cents (\$915.49).

Section 8: Parcel No. 2041904023008000, Pittsburg Original Town, East 70 Feet of the West 120 Feet of Lots 437 and 438, Block 5, located at 212 West 7th Street owned by Rosalva Fernandez. A notice of violation was sent to the owner on 06/20/2018 and, after failing to comply, the City did cause trash to be picked up on 07/17/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 9: Parcel No. 2041904024001000, Pittsburg Town Co 3rd Addition, Lot 1 and a Fraction of Block 6, located at 711 North Walnut owned by Gerald R. McLachlan II. A notice of violation was sent to the owner on 07/27/2018 and, after failing to comply, the City did cause trash to be picked up on 08/10/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 10: Parcel No. 2041904026011000, Park Place Improvement 2nd Addition, Lots 32, 33 and 34, located at 428 West 7th Street owned by John R. Lovell. A notice of violation was sent to the owner on 06/27/2018 and, after failing to comply, the City did cause trash to be picked up on 07/12/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 11: Parcel No. 2041904047002000, Goff's West Addition, Block 1, Lots 3 and 4, located at 403 West 5th Street owned by Stanley D. Ross. A notice of violation was sent to the owner on 07/30/2018 and, after failing to comply, the City did cause trash to be picked up on 08/10/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 12: Parcel No. 2041904048014010, Pittsburg Original Town, Lots 461 and 462, Block 19, Less Right of Way, located at 302 West 4th Street owned by Moosey Inc. A notice of violation was sent to the owner on 06/12/2018 and, after failing to comply, the City did cause trash to be picked up on 06/22/2018. The cost and expenses incurred were Five Hundred Sixty-Five Dollars and Forty-Nine Cents (\$565.49).

Section 13: Parcel No. 2042002001006000, Chicago Addition, Block 12, Lots 2, 4 and 6, located at 1903 North Michigan owned by Matthew Wayne McCallum. A notice of violation was sent to the owner on 08/03/2018 and, after failing to comply, the City did cause trash to be picked up on 08/24/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 14: Parcel No. 2042002026008000, Leighton's 3rd Addition, Lot 37, located at 1501 North Smelter owned by Travis Needham. A notice of violation was sent to the owner on 02/04/2019 and, after failing to comply, the City did cause trash to be picked up on 02/14/2019. The cost and expenses incurred were Nine Hundred Fifteen Dollars and Forty-Nine Cents (\$915.49).

Section 15: Parcel No. 2042002032013000, Leighton's 3rd Addition, Lot 33, located at 1409 North Grand owned by Karen Colby. A notice of violation was sent to the owner on 02/13/2019 and, after failing to comply, the City did cause trash to be picked up on 03/21/2019. The cost and expenses incurred were Three Hundred Sixty-Five Dollars and Forty-Nine Cents (\$365.49).

Section 16: Parcel No. 2042003011001000, Pittsburg Town Co 4th Addition, East 10 Feet of Lot 2 and all of Lot 1, Block 7, located at 514 East 10th Street owned by Sally Threlfall. A notice of violation was sent to the owner on 07/20/2018 and, after failing to comply, the City did cause trash to be picked up on 07/30/2018. The cost and expenses incurred were Seven Hundred Sixty-Five Dollars and Forty-Nine Cents (\$765.49).

Section 17: Parcel No. 2042003012008000, Pittsburg Town Co 4th Addition, beginning 45 Feet North of the Southwest Corner of Lot 12, Thence North 45 Feet, East 56 Feet, South 15 Feet, East 29 Feet, South 30 Feet, West 85 Feet, to the Point of Beginning Being Part of Lots 10, 11 and 12, Block 8, located at 908 North Smelter owned by Anthony Hoag. A notice of violation was sent to the owner on 02/12/2018 and, after failing to comply, the City did cause trash to be picked up on 11/14/2018. The cost and expenses incurred were Three Thousand Two Hundred Eighty-Four Dollars and Ninety-Nine Cents (\$3,284.99).

Section 18: Parcel No. 2042003012008000, Pittsburg Town Co 4th Addition, beginning 45 Feet North of the Southwest Corner of Lot 12, Thence North 45 Feet, East 56 Feet, South 15 Feet, East 29 Feet, South 30 Feet, West 85 Feet, to the Point of Beginning Being Part of Lots 10, 11 and 12, Block 8, located at 908 North Smelter owned by Anthony Hoag. A notice of violation was sent to the owner on 01/10/2019 and, after failing to comply, the City did cause trash to be picked up on 02/15/2019. The cost and

expenses incurred were Seven Hundred Sixty-Five Dollars and Forty-Nine Cents (\$765.49).

Section 19: Parcel No. 2042004004002000, Hermann Addition, Block 3, Lot 4, located at 724 East 11th Street owned by Deborah McKinstry. A notice of violation was sent to the owner on 09/27/2018 and, after failing to comply, the City did cause trash to be picked up on 10/22/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 20: Parcel No. 2042004007010000, Playter's 4th Addition, Block 4, Lot 17, located at 1003 East 10th Street owned by Robbie Robinson. A notice of violation was sent to the owner on 06/19/2017 and, after failing to comply, the City did cause trash to be picked up on 04/11/2018. The cost and expenses incurred were Four Hundred Sixty-Five Dollars and Seventeen Cents (\$465.17).

Section 21: Parcel No. 2042004007011000, Playter's 4th Addition, Block 4, Lot 18, located at 1005 East 10th Street owned by Reyna Calderon. A notice of violation was sent to the owner on 08/15/2018 and, after failing to comply, the City did cause trash to be picked up on 09/06/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 22: Parcel No. 2042004016011000, Playter's 3rd Addition, North 67 Feet of Lots 16 and 17, Block 1, located at 704 North Tucker owned by Stanley D. Ross. A notice of violation was sent to the owner on 05/01/2018 and, after failing to comply, the City did cause trash to be picked up on 05/14/2018. The cost and expenses incurred were Seven Hundred Fifteen Dollars and Forty-Nine Cents (\$715.49).

Section 23: Parcel No. 2092903004005000, Santa Fe 1st Addition, Lot 6, located at 307 East Park owned by Eugene O. Hunt Revocable Living Trust. Notice of violation was sent to the owner on 08/07/2018 and, after failing to comply, the City did cause weeds or obnoxious vegetable growth to be cut on 08/10/2018. The cost and expenses incurred were Six Hundred Twelve Dollars and Twenty-Two Cents (\$612.22).

Section 24: Parcel No. 2092903022003000, Bresee Terrace Addition, Lots 118 and 119, located at 516 East Adams owned by Lisa McLarty and Pamela Hurt. A notice of violation was sent to the owners on 10/02/2018 and, after failing to comply, the City did cause trash to be picked up on 10/29/2018. The cost and expenses incurred were Four Thousand Five Hundred Thirty-Seven Dollars and Twenty-Five Cents (\$4,537.25).

Section 25: Parcel No. 2093002013018000, Forest Park 2nd Addition, Lot 118, located at 716 West 1st Street owned by John Lovell. A notice of violation was sent to the owner on 12/11/2018 and, after failing to comply, the City did cause trash to be picked up on 12/27/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 26: Parcel No. 2093002013018000, Forest Park 2nd Addition, Lot 118, located at 716 West 1st Street owned by John Lovell. A notice of violation was sent to the

owner on 12/11/2018 and, after failing to comply, the City did cause trash to be picked up on 01/11/2019. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 27: Parcel No. 2093002032022000, Forest Park 3rd Addition, Lot 109, located at 508 West Forest owned by Ronald Wuerdeman. A notice of violation was sent to the owner on 12/11/2018 and, after failing to comply, the City did cause trash to be picked up on 12/27/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 28: Parcel No. 2093101011010000, College Hill 2nd Addition, Lot 43, located at 1719 South Walnut owned by Stanley D. Ross. A notice of violation was sent to the owner on 01/17/2019 and, after failing to comply, the City did cause trash to be picked up on 01/30/2019. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 29: Parcel No. 2093101012012000, College Hill 2nd Addition, Lots 86 and 87, located at 1719 South Olive owned by Chet Hiatt. A notice of violation was sent to the owner on 05/24/2018 and, after failing to comply, the City did cause trash to be picked up on 06/04/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 30: Parcel No. 2093203008013000, Normal Heights Addition, Block 4, Lot 13, located at 1925 South Broadway owned by Saman A. Nazar. A notice of violation was sent to the owner on 01/08/2019 and, after failing to comply, the City did cause trash to be picked up on 03/30/2019. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 31: Parcel No. 2093204005011000, Deill's 1st Addition, Lot 41, located at 1910 South Stilwell owned by Angelo Fears. A notice of violation was sent to the owner on 10/02/2018 and, after failing to comply, the City did cause trash to be picked up on 10/23/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

Section 32: Parcel No. 2093204005011000, Deill's 1st Addition, Lot 41, located at 1910 South Stilwell owned by Angelo Fears. A notice of violation was sent to the owner on 10/02/2018 and, after failing to comply, the City did cause trash to be picked up on 11/16/2018. The cost and expenses incurred were Three Hundred Fifteen Dollars and Forty-Nine Cents (\$315.49).

The City Clerk shall certify to the County Clerk of Crawford County, Kansas, the special assessments levied under Sections 1 through 32 of this Ordinance, and the County Clerk shall extend the same on the tax rolls of the County against said lots or parcels of land.

This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this 13th day of August, 2019.

Patrick J O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 7/17/2019 THRU 8/06/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	WALLMAN, CHRIS	UNPOST						
1	WALLMAN, CHRIS	UNPOST						
M-CHECK	WALLMAN, CHRIS	UNPOST	V 8/06/2019			183441		25.00CR
1	TAYLOR, STEPHEN	UNPOST						
1	TAYLOR, STEPHEN	UNPOST						
M-CHECK	TAYLOR, STEPHEN	UNPOST	V 8/06/2019			183679		75.00CR
6734	KYLE ROBISON							
6734	KYLE ROBISON							
M-CHECK	KYLE ROBISON	UNPOST	V 8/06/2019			183976		1.00CR
6102	KANSAS LAW ENFORCEMENT TRAININ							
6102	KANSAS LAW ENFORCEMENT TRAININ							
C-CHECK	KANSAS LAW ENFORCEMENT TUNPOST	V	7/26/2019			185244		200.00CR
6102	KANSAS LAW ENFORCEMENT TRAININ							
6102	KANSAS LAW ENFORCEMENT TRAININ							
M-CHECK	KANSAS LAW ENFORCEMENT TUNPOST	V	8/05/2019			185244		
C-CHECK	VOID CHECK	V	7/26/2019			185261		
C-CHECK	VOID CHECK	V	7/26/2019			185262		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	6 VOID DEBITS	0.00		
	VOID CREDITS	301.00CR	301.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	6	301.00CR	0.00	0.00
BANK: * TOTALS:	6	301.00CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	8/06/2019			000000		1,261.41
0224	KDOR	D	8/06/2019			000000		1,859.10
0321	KP&F	D	7/29/2019			000000		46,347.06
0728	ICMA	D	7/26/2019			000000		660.00
1050	KPERS	D	7/26/2019			000000		1,748.41
1050	KPERS	D	7/29/2019			000000		40,084.90
3079	COMMERCE BANK	D	7/26/2019			000000		40,295.57
3570	AMERICAN EXPRESS, INC	D	8/05/2019			000000		242.71
4520	ETS CORPORATION	D	8/02/2019			000000		9,506.66
5677	BANK OF AMERICA, INC	D	8/05/2019			000000		898.67
5904	TASC	D	7/26/2019			000000		9,129.19
6415	GREAT WEST TANDEM KPERS 457	D	7/26/2019			000000		4,688.83
6952	ADP INC	D	7/19/2019			000000		8,257.60
7290	DELTA DENTAL OF KANSAS INC	D	7/19/2019			000000		1,434.20
7290	DELTA DENTAL OF KANSAS INC	D	7/26/2019			000000		3,396.00
7290	DELTA DENTAL OF KANSAS INC	D	8/02/2019			000000		1,891.45
7877	CORESOURCE	D	7/18/2019			000000		24,004.48
7877	CORESOURCE	D	7/25/2019			000000		18,330.57
7877	CORESOURCE	D	8/01/2019			000000		42,125.42
8051	AFLAC GROUP INSURANCE	D	7/23/2019			000000		3,182.08
7791	C4 HOLDINGS LLC	E	7/22/2019			005190		105.00
0044	CRESTWOOD COUNTRY CLUB	E	7/22/2019			005191		402.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	7/22/2019			005192		172.26
0054	JOPLIN SUPPLY COMPANY	E	7/22/2019			005193		2,263.12
0055	JOHN'S SPORT CENTER, INC.	E	7/22/2019			005194		239.96
0068	BROOKS PLUMBING LLC	E	7/22/2019			005195		453.98
0105	PITTSBURG AUTOMOTIVE INC	E	7/22/2019			005196		648.21
0112	MARRONES INC	E	7/22/2019			005197		29.38
0117	THE MORNING SUN	E	7/22/2019			005198		2,324.15
0133	JIM RADELL CONSTRUCTION INC	E	7/22/2019			005199		15,069.50
0142	HECKERT CONSTRUCTION CO INC	E	7/22/2019			005200		51,643.71
0181	INGRAM	E	7/22/2019			005201		62.68
0207	PEPSI-COLA BOTTLING CO OF PITT	E	7/22/2019			005202		67.50
0276	JOE SMITH COMPANY, INC.	E	7/22/2019			005203		175.37
0294	COPY PRODUCTS, INC.	E	7/22/2019			005204		1,536.82
0306	CASTAGNO OIL CO INC	E	7/22/2019			005205		848.64
0332	PITTCRAFT PRINTING	E	7/22/2019			005206		55.00
0345	VICTOR L PHILLIPS CO	E	7/22/2019			005207		1,489.85
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/22/2019			005208		90.99
0516	AMERICAN CONCRETE CO INC	E	7/22/2019			005209		1,989.62
0577	KANSAS GAS SERVICE	E	7/22/2019			005210		1,823.67
0631	TRI-STATE BUILDING & SUPPLY CO	E	7/22/2019			005211		1,270.00
0711	HAYNES EQUIPMENT CO INC	E	7/22/2019			005212		1,407.59
0746	CDL ELECTRIC COMPANY INC	E	7/22/2019			005213		1,765.04

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0779	PITTSBURG COMMUNITY THEATRE	E	7/22/2019			005214		3,223.70
0823	TOUCHTON ELECTRIC INC	E	7/22/2019			005215		2,057.45
0844	HY-FLO EQUIPMENT CO	E	7/22/2019			005216		260.35
1478	KANSASLAND TIRE OF PITTSBURG	E	7/22/2019			005217		29.50
1792	B&L WATERWORKS SUPPLY, LLC	E	7/22/2019			005218		4,351.54
2005	GALLS PARENT HOLDINGS, LLC	E	7/22/2019			005219		125.00
2161	RECORDED BOOKS, LLC	E	7/22/2019			005220		34.99
2767	BRENNTAG SOUTHWEST, INC	E	7/22/2019			005221		1,820.00
2960	PACE ANALYTICAL SERVICES INC	E	7/22/2019			005222		6,495.00
3261	PITTSBURG AUTO GLASS	E	7/22/2019			005223		625.00
4307	HENRY KRAFT, INC.	E	7/22/2019			005224		553.98
5275	US LIME COMPANY-ST CLAIR	E	7/22/2019			005225		4,614.66
5482	JUSTIN HART	E	7/22/2019			005226		120.00
5855	SHRED-IT US JV LLC	E	7/22/2019			005227		97.75
6203	THE SOUTHWEST PAPER CO INC	E	7/22/2019			005228		198.28
6402	BEAN'S TOWING & AUTO BODY	E	7/22/2019			005229		4,400.40
6410	MUNICIPAL CONSULTING LLC	E	7/22/2019			005230		495.00
6595	AMAZON.COM, INC	E	7/22/2019			005231		10,375.16
7028	MATTHEW L. FRYE	E	7/22/2019			005232		400.00
7049	ED ROEHR AUTO RADIO, INC	E	7/22/2019			005233		1,170.88
7167	MAILFINANCE, INC	E	7/22/2019			005234		345.93
7427	OLSSON INC	E	7/22/2019			005235		5,465.52

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7514	NTHERM, LLC	E	7/22/2019			005236		181.97
7540	THOMAS W NICHOLS	E	7/22/2019			005237		360.00
7655	HW ACQUISITIONS, PA	E	7/22/2019			005238		1,200.50
7806	CORE & MAIN LP	E	7/22/2019			005239		527.65
7839	VISION SERVICE PLAN INSURANCE	E	7/22/2019			005240		1,799.94
7963	PLAYSCAPE RECREATION LLC	E	7/22/2019			005241		14,138.00
8046	CONVERGEONE, INC.	E	7/22/2019			005242		225.00
8093	DUNCAN & ALLEN	E	7/22/2019			005243		6,650.50
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	7/29/2019			005244		1,585.00
0046	ETTINGERS OFFICE SUPPLY	E	7/29/2019			005245		160.52
0054	JOPLIN SUPPLY COMPANY	E	7/29/2019			005246		9,308.48
0068	BROOKS PLUMBING LLC	E	7/29/2019			005247		931.86
0105	PITTSBURG AUTOMOTIVE INC	E	7/29/2019			005248		960.60
0117	THE MORNING SUN	E	7/29/2019			005249		314.33
0133	JIM RADELL CONSTRUCTION INC	E	7/29/2019			005250		1,610.00
0142	HECKERT CONSTRUCTION CO INC	E	7/29/2019			005251		5,471.56
0207	PEPSI-COLA BOTTLING CO OF PITT	E	7/29/2019			005252		175.25
0276	JOE SMITH COMPANY, INC.	E	7/29/2019			005253		606.17
0294	COPY PRODUCTS, INC.	E	7/29/2019			005254		59.84
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	7/29/2019			005255		5,465.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/29/2019			005256		180.85
0438	SEWERS, DRAINS & MORE	E	7/29/2019			005257		65.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0505	SIRCHIE FINGER PRINT LABORATOR	E	7/29/2019			005258		370.00
0636	SAM BROWN & SON SHEET METAL	E	7/29/2019			005259		2,200.00
0659	PAYNES INC	E	7/29/2019			005260		235.00
0746	CDL ELECTRIC COMPANY INC	E	7/29/2019			005261		67,928.69
0779	PITTSBURG COMMUNITY THEATRE	E	7/29/2019			005262		19,335.08
0788	SCHREIBER LLC	E	7/29/2019			005263		4,810.00
0823	TOUCHTON ELECTRIC INC	E	7/29/2019			005264		60.00
0844	HY-FLO EQUIPMENT CO	E	7/29/2019			005265		519.70
0866	AVFUEL CORPORATION	E	7/29/2019			005266		17,962.51
1097	BARCO MUNICIPAL PRODUCTS INC	E	7/29/2019			005267		119.29
1238	SEWARD ELECTRIC, INC.	E	7/29/2019			005268		970.89
1478	KANSASLAND TIRE OF PITTSBURG	E	7/29/2019			005269		63.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/29/2019			005270		106.97
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/29/2019			005271		2,405.18
2733	JASON HUFFMAN	E	7/29/2019			005272		378.88
2960	PACE ANALYTICAL SERVICES INC	E	7/29/2019			005273		550.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/29/2019			005274		231.98
3126	W.W. GRAINGER, INC	E	7/29/2019			005275		145.26
3248	AIRGAS USA LLC	E	7/29/2019			005276		2,340.25
3964	CALLAWAY GOLF	E	7/29/2019			005277		3,125.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	7/29/2019			005278		280.74
4603	KANSAS GOLF AND TURF INC	E	7/29/2019			005279		311.83

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/17/2019 THRU 8/06/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5014	MID-AMERICA SANITATION	E	7/29/2019			005280		480.00
5049	CRH COFFEE INC	E	7/29/2019			005281		46.10
5855	SHRED-IT US JV LLC	E	7/29/2019			005282		205.92
6389	PROFESSIONAL TURF PRODUCTS LP	E	7/29/2019			005283		114.20
6498	BLUEGLOBES LLC	E	7/29/2019			005284		193.59
6577	GREENSPRO INC	E	7/29/2019			005285		331.00
6630	PATRICK WALKER	E	7/29/2019			005286		140.00
6658	DAVIS-MOORE INC	E	7/29/2019			005287		25,052.59
6777	DH PACE CO	E	7/29/2019			005288		1,324.43
6822	ELIZABETH BRADSHAW	E	7/29/2019			005289		179.20
6851	SCHULTE SUPPLY INC	E	7/29/2019			005290		2,500.22
6875	DARON HALL	E	7/29/2019			005291		118.81
6995	SUMMER WARREN	E	7/29/2019			005292		179.20
7191	ANDREW TRACTOR WORKS	E	7/29/2019			005293		1,478.05
7284	TRANSYSTEMS CORPORATION	E	7/29/2019			005294		3,530.00
7361	3SI SECURITY SYSTEMS, INC	E	7/29/2019			005295		648.00
7559	MEGAN LYNN MUNGER	E	7/29/2019			005296		44.80
7567	MERIDIAN OIL & EQUIPMENT LLC	E	7/29/2019			005297		1,556.46
7572	OZARK MOUNTAIN ENERGY, INC	E	7/29/2019			005298		17,651.76
7620	POMP'S TIRE SERVICE INC	E	7/29/2019			005299		966.96
7735	ELIZABETH KING	E	7/29/2019			005300		119.00
7743	JACKIE D COLTRANE	E	7/29/2019			005301		83.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/17/2019 THRU 8/06/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7744	DARREN L SWARTZ	E	7/29/2019			005302		124.00
7749	CHARLIE PHILLIPS	E	7/29/2019			005303		135.00
7751	MATTHEW DEMOSS	E	7/29/2019			005304		20.00
7762	SUSAN MITCHELL	E	7/29/2019			005305		101.00
7800	MORGAN ALYSE PANOVICH	E	7/29/2019			005306		179.20
7900	CI TECHNOLOGIES, INC	E	7/29/2019			005307		1,700.00
7906	ARNETT GLASS	E	7/29/2019			005308		984.00
7940	JOHN D BOZICH	E	7/29/2019			005309		5.00
8046	CONVERGEONE, INC.	E	7/29/2019			005310		675.00
8079	GWG JOPLIN, LLC	E	7/29/2019			005311		80.00
5340	COMMERCE BANK TRUST	E	7/31/2019			005312		38,380.36
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/05/2019			005419		1,550.52
0044	CRESTWOOD COUNTRY CLUB	E	8/05/2019			005420		272.00
0046	ETTINGERS OFFICE SUPPLY	E	8/05/2019			005421		39.97
0084	INTERSTATE EXTERMINATOR, INC.	E	8/05/2019			005422		525.00
0101	BUG-A-WAY INC	E	8/05/2019			005423		60.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/05/2019			005424		21.21
0112	MARRONES INC	E	8/05/2019			005425		33.90
0142	HECKERT CONSTRUCTION CO INC	E	8/05/2019			005426		901.58
0203	GADES SALES CO INC	E	8/05/2019			005427		49,855.00
0276	JOE SMITH COMPANY, INC.	E	8/05/2019			005428		847.12
0286	R & R PRODUCTS INC	E	8/05/2019			005429		189.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0294	COPY PRODUCTS, INC.	E	8/05/2019			005430		232.44
0335	CUSTOM AWARDS, LLC	E	8/05/2019			005431		37.02
0410	P & W GOLF SUPPLY, LLC	E	8/05/2019			005432		264.36
0534	TYLER TECHNOLOGIES INC	E	8/05/2019			005433		97,451.84
0806	JOHN L CUSSIMANIO	E	8/05/2019			005434		292.00
0866	AVFUEL CORPORATION	E	8/05/2019			005435		47,312.08
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/05/2019			005436		3,205.76
2433	THE MORNING SUN	E	8/05/2019			005437		25.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	8/05/2019			005438		2,671.48
4307	HENRY KRAFT, INC.	E	8/05/2019			005439		41.65
4851	CRAWFORD COUNTY EMS	E	8/05/2019			005440		54.00
5720	J & M DISPLAYS INC	E	8/05/2019			005441		20,000.00
6175	HENRY C MENGHINI	E	8/05/2019			005442		1,095.00
6822	ELIZABETH BRADSHAW	E	8/05/2019			005443		319.90
6875	DARON HALL	E	8/05/2019			005444		37.09
6995	SUMMER WARREN	E	8/05/2019			005445		162.50
7028	MATTHEW L. FRYE	E	8/05/2019			005446		400.00
7100	FIRST UNITED METHODIST CHURCH	E	8/05/2019			005447		11,876.86
7229	KAN-TECH, INC	E	8/05/2019			005448		75.00
7283	CORESOURCE, INC	E	8/05/2019			005449		46,199.94
7407	LIMELIGHT MARKETING LLC	E	8/05/2019			005450		1,539.00
7427	OLSSON INC	E	8/05/2019			005451		34,571.41

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7629	EARLES ENGINEERING & INSPECTIO	E	8/05/2019			005452		4,663.00
7652	DEANNA GOERING	E	8/05/2019			005453		39.29
7705	JOANNA L DERFELT	E	8/05/2019			005454		1,000.00
7735	ELIZABETH KING	E	8/05/2019			005455		39.00
7743	JACKIE D COLTRANE	E	8/05/2019			005456		5.00
7744	DARREN L SWARTZ	E	8/05/2019			005457		25.00
7749	CHARLIE PHILLIPS	E	8/05/2019			005458		40.00
7841	AD-WEAR & SPECIALTY OF TEXAS I	E	8/05/2019			005459		323.00
7940	JOHN D BOZICH	E	8/05/2019			005460		5.00
7959	ALL ABOARD FOUNDATION	E	8/05/2019			005461		2,448.34
8106	THIRTEENTH FLOOR LLC	E	8/05/2019			005462		679.00
0142	HECKERT CONSTRUCTION CO INC	E	8/05/2019			005463		864,401.71
4618	TRESA MILLER	E	8/05/2019			005464		1,311.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/19/2019			185178		289.13
1	ABBEDUTO, KATHERINE	R	7/19/2019			185179		50.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	7/19/2019			185180		600.00
7909	DAKOTA CAUDLE	R	7/19/2019			185181		98.00
5283	CLASS LTD	R	7/19/2019			185182		15.90
4263	COX COMMUNICATIONS KANSAS LLC	R	7/19/2019			185183		96.14
4263	COX COMMUNICATIONS KANSAS LLC	R	7/19/2019			185184		25.21
5857	CREATIVE PRODUCT SOURCING INC	R	7/19/2019			185185		293.01
8074	DEHN DAVENPORT	R	7/19/2019			185186		120.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	DE LUNA, VANESSA	R	7/19/2019			185187		31.25
1	FALLETTI, BONITA	R	7/19/2019			185188		10,556.71
8120	HOAG RESTAURANT EQUIPMENT INC.	R	7/19/2019			185189		12,435.21
1208	KANSAS CITY SOUTHERN RAILWAY C	R	7/19/2019			185190		1.00
8097	CARMEN KENT	R	7/19/2019			185191		84.00
1	KUTZ, JOHN	R	7/19/2019			185192		77.84
8075	JOHN GARY MADISON	R	7/19/2019			185193		120.00
7938	ROSANO DEL PILAR MENDEZ	R	7/19/2019			185194		25.00
7392	ASSURECO RISK MANAGEMENT & REG	R	7/19/2019			185195		350.00
6367	NATIONAL FLEET TESTING SERVICE	R	7/19/2019			185196		2,630.00
1	NEWMAN, CONNIE	R	7/19/2019			185197		160.75
3434	PITTSBURG SUNRISE ROTARY	R	7/19/2019			185198		675.00
0175	REGISTER OF DEEDS	R	7/19/2019			185199		21.00
0175	REGISTER OF DEEDS	R	7/19/2019			185200		1.50
7771	D & M RYAN, INC	R	7/19/2019			185201		84.75
8067	HAROLD LEROY SMITH	R	7/19/2019			185202		1,230.00
6372	SATTERLEE PLUMBING, HEATING &	R	7/19/2019			185203		25,838.15
7270	SECURITY 1ST TITLE, LLC	R	7/19/2019			185204		1,815.00
7469	RADCLIFF AGENCY, LLC	R	7/19/2019			185205		199.00
1	SIMMONS, CHARLES EDWARD	V	7/19/2019			185206		226.00
8022	SOUTHWEST COMMUNICATIONS SYSTE	R	7/19/2019			185207		5,626.00
6702	APPLIED CONCEPTS INC	R	7/19/2019			185208		182.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8089	JORAN STOUT-MITCHELL	R	7/19/2019			185209		80.00
7607	VGM CLUB	R	7/19/2019			185210		109.25
1108	WESTAR ENERGY	R	7/19/2019			185211		2,973.68
1	HULL, ADAM	R	7/22/2019			185212		218.00
7279	CLAYTON HOLDINGS, LLC	R	7/24/2019			185213		37,701.86
8082	KASEY MCCOY KING	R	7/26/2019			185229		350.00
8104	AGRICYCLE INC	R	7/26/2019			185230		19,600.00
1222	ALL SEASONS CARPET, LLC	R	7/26/2019			185231		259.00
5561	AT&T MOBILITY	R	7/26/2019			185232		132.15
8124	BATTERY OUTFITTERS INC	R	7/26/2019			185233		327.32
1616	CITY OF PITTSBURG	R	7/26/2019			185234		100.00
7626	COLE-PARMER INSTRUMENT CO LLC	R	7/26/2019			185235		1,669.53
0748	CONRAD FIRE EQUIPMENT INC	R	7/26/2019			185236		25,863.86
0375	WICHITA WATER CONDITIONING, IN	R	7/26/2019			185237		259.50
8074	DEHN DAVENPORT	R	7/26/2019			185238		140.00
6740	FELD FIRE	R	7/26/2019			185239		19,596.00
1	HARRY'S SEPTIC TANK SERVICE	R	7/26/2019			185240		225.00
7995	HERITAGE TRACTOR INC	R	7/26/2019			185241		1,990.97
8120	HOAG RESTAURANT EQUIPMENT INC.	R	7/26/2019			185242		10,471.67
0380	KANSAS DEPARTMENT OF REVENUE	R	7/26/2019			185243		50.00
6102	KANSAS LAW ENFORCEMENT TRAININ	V	7/26/2019			185244		200.00
6102	KANSAS LAW ENFORCEMENT TRAININ							
6102	KANSAS LAW ENFORCEMENT TRAININ							
M-CHECK	KANSAS LAW ENFORCEMENT TUNPOST	V	8/05/2019			185244		200.00CR

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7903	TAMMY L KLENKLEN	R	7/26/2019			185245		105.00
8075	JOHN GARY MADISON	R	7/26/2019			185246		120.00
7904	MICHELLE MCCLURE	R	7/26/2019			185247		16.00
6367	NATIONAL FLEET TESTING SERVICE	R	7/26/2019			185248		1,120.00
7030	PRAETORIAN GROUP, INC	R	7/26/2019			185249		3,009.00
8088	GREGORY L PRYOR	R	7/26/2019			185250		60.00
0175	REGISTER OF DEEDS	R	7/26/2019			185251		20.00
0175	REGISTER OF DEEDS	R	7/26/2019			185252		20.00
0175	REGISTER OF DEEDS	R	7/26/2019			185253		21.00
0175	REGISTER OF DEEDS	R	7/26/2019			185254		21.00
8103	ANDY ROBERTS	R	7/26/2019			185255		68.00
6023	JOHN T SEAL	R	7/26/2019			185256		268.80
7270	SECURITY 1ST TITLE, LLC	R	7/26/2019			185257		75.00
8116	RASMUSSEN GREGORY B.	R	7/26/2019			185258		4.00
6260	TRANE	R	7/26/2019			185259		1,512.76
2350	WASTE CORPORATION OF MISSOURI	R	7/26/2019			185260		1,028.29
1	WILLIAMS, JOHN	R	7/26/2019			185263		80.00
5371	PITTSBURG FAMILY YMCA	R	7/26/2019			185264		389.04
0806	JOHN L CUSSIMANIO	R	7/30/2019			185265		292.00
8125	EARNEST J CHAUSSARD	R	8/02/2019			185276		43.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/02/2019			185277		39.91
8074	DEHN DAVENPORT	R	8/02/2019			185278		140.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6088	EMERGENCY RESPONSE SOLUTIONS,	R	8/02/2019			185279		585.60
6740	FELD FIRE	R	8/02/2019			185280		16.00
7935	CANDACE BREWSTER GAYOSO	R	8/02/2019			185281		1,000.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	8/02/2019			185282		192.88
7454	KANSAS POLYGRAPH ASSOCIATION,	R	8/02/2019			185283		150.00
2877	KDHE - BUREAU OF WATER	R	8/02/2019			185284		20.00
0226	KDOR LIQUOR TAX	R	8/02/2019			185285		63.97
7903	TAMMY L KLENKLEN	R	8/02/2019			185286		13.00
8075	JOHN GARY MADISON	R	8/02/2019			185287		120.00
7904	MICHELLE MCCLURE	R	8/02/2019			185288		9.00
7601	MEYER LAW FIRM, LLC	R	8/02/2019			185289		80.00
5732	NATES LAWN AND LANDSCAPE INC	R	8/02/2019			185290		60.00
7151	TOTALFUNDS	R	8/02/2019			185291		1,000.00
1	PINEDA RODRIGUEZ, JOSE	R	8/02/2019			185292		1,000.00
0175	REGISTER OF DEEDS	R	8/02/2019			185293		20.00
0175	REGISTER OF DEEDS	R	8/02/2019			185294		21.00
8103	ANDY ROBERTS	R	8/02/2019			185295		21.00
8067	HAROLD LEROY SMITH	R	8/02/2019			185296		1,230.00
6372	SATTERLEE PLUMBING, HEATING &	R	8/02/2019			185297		1,447.81
1	SCHROPP, CRAIG	R	8/02/2019			185298		17.50
1	SMETANA, MONICA	R	8/02/2019			185299		16.00
8089	JORAN STOUT-MITCHELL	R	8/02/2019			185300		60.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4839	VB ENTERPRISES, INC	R	8/02/2019			185301		2,940.00
5589	VERIZON WIRELESS SERVICES, LLC	R	8/02/2019			185302		171.66
1108	WESTAR ENERGY	R	8/02/2019			185303		137.40
5371	PITTSBURG FAMILY YMCA	R	8/02/2019			185304		2,888.32

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	98	208,009.78	0.00	207,583.78
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	20	259,344.31	0.00	259,344.31
EFT:	169	1,606,089.42	0.00	1,606,089.42
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	200.00CR	200.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	289	2,073,243.51	0.00	2,073,017.51
BANK: 80144 TOTALS:	289	2,073,243.51	0.00	2,073,017.51

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 7/17/2019 THRU 8/06/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7717	LAWRENCE E GIGER	E	8/02/2019			005313		508.00
7837	MARJI RENTALS, LLC	E	8/02/2019			005314		294.00
0372	CONNER REALTY	E	8/02/2019			005315		947.00
0855	CHARLES HOSMAN	E	8/02/2019			005316		20.00
1008	BENJAMIN M BEASLEY	E	8/02/2019			005317		1,202.00
1231	JOHN LOVELL	E	8/02/2019			005318		526.00
1609	PHIL O'MALLEY	E	8/02/2019			005319		5,951.00
1982	KENNETH N STOTTS, SR	E	8/02/2019			005320		371.00
2304	DENNIS HELMS	E	8/02/2019			005321		456.00
2542	YOST PROPERTIES	E	8/02/2019			005322		418.00
2624	ESTATE OF JAMES ZIMMERMAN	E	8/02/2019			005323		316.00
2913	KENNETH N STOTTS JR	E	8/02/2019			005324		283.00
3067	STEVE BITNER	E	8/02/2019			005325		3,015.00
3082	JOHN R JONES	E	8/02/2019			005326		350.00
3114	PATRICIA BURLESON	E	8/02/2019			005327		1,101.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/02/2019			005328		73.00
3162	THOMAS A YOAKAM	E	8/02/2019			005329		167.00
3218	CHERYL L BROOKS	E	8/02/2019			005330		612.00
3272	DUNCAN HOUSING LLC	E	8/02/2019			005331		5,870.00
3273	RICHARD F THENIKL	E	8/02/2019			005332		716.00
3294	JOHN R SMITH	E	8/02/2019			005333		708.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2019			005334		5,228.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 7/17/2019 THRU 8/06/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	8/02/2019			005335		607.00
3746	JAROLD BONBRAKE	E	8/02/2019			005336		193.00
4054	MICHAEL A SMITH	E	8/02/2019			005337		995.00
4218	MEADOWLARK TOWNHOUSES	E	8/02/2019			005338		2,520.00
4492	PITTSBURG SENIORS	E	8/02/2019			005339		3,753.00
4786	JENNIFER STANLEY	E	8/02/2019			005340		145.00
5039	VANETA C MATHIS REVOCABLE TRUS	E	8/02/2019			005341		263.00
5393	CARLOS ANGELES - HAP	E	8/02/2019			005342		1,251.00
5549	DELBERT BAIR	E	8/02/2019			005343		289.00
5653	PEGGY HUNT	E	8/02/2019			005344		103.00
5656	EARL HARTMAN	E	8/02/2019			005345		631.00
5658	DEANNA J HIGGINS	E	8/02/2019			005346		166.00
5676	BARBARA TODD	E	8/02/2019			005347		38.00
5796	JOHN A ESLICK	E	8/02/2019			005348		756.00
5817	JAMA ENTERPRISES LLP	E	8/02/2019			005349		274.00
5834	DENNIS TROUT	E	8/02/2019			005350		196.00
5885	CHARLES T GRAVER	E	8/02/2019			005351		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	8/02/2019			005352		490.00
5906	JOHN HINRICHS	E	8/02/2019			005353		279.00
5957	PASTEUR PROPERTIES LLC	E	8/02/2019			005354		5,079.00
5961	LARRY VANBECELAERE	E	8/02/2019			005355		202.00
6002	SALLY MELLNICK	E	8/02/2019			005356		303.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6090	RANDAL BENNEFELD	E	8/02/2019			005357		449.00
6130	T & K RENTALS LLC	E	8/02/2019			005358		427.00
6161	MICHAEL J STOTTS	E	8/02/2019			005359		167.00
6172	ANDREW ALEX WACHTER	E	8/02/2019			005360		293.00
6269	EDWARD SWOR	E	8/02/2019			005361		1,671.00
6295	DAVID L PETERSON	E	8/02/2019			005362		1,184.00
6298	KEVAN L SCHUPBACH	E	8/02/2019			005363		10,140.00
6306	BALKANS DEVELOPMENT LLC	E	8/02/2019			005364		395.00
6322	R JAMES BISHOP	E	8/02/2019			005365		608.00
6394	KEVIN HALL	E	8/02/2019			005366		1,792.00
6441	HEATHER D MASON	E	8/02/2019			005367		289.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2019			005368		5,439.00
6657	OZARKS AREA COMMUNITY ACTION C	E	8/02/2019			005369		658.67
6673	JUDITH A COLLINS	E	8/02/2019			005370		276.00
6694	DELBERT BAIR	E	8/02/2019			005371		491.00
6708	CHARLES MERTZ	E	8/02/2019			005372		148.00
6886	DELBERT BAIR	E	8/02/2019			005373		473.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/02/2019			005374		3,513.00
6953	CARL ULEPICH	E	8/02/2019			005375		346.00
7083	PITTSBURG HEIGHTS, LP	E	8/02/2019			005376		5,110.00
7112	RANDY VILELA	E	8/02/2019			005377		787.00
7220	TIMOTHY ADAM	E	8/02/2019			005378		234.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7222	MICHAEL WILBER	E	8/02/2019			005379		217.00
7294	AMMP PROPERTIES, LLC	E	8/02/2019			005380		707.00
7312	JASON HARRIS	E	8/02/2019			005381		343.00
7326	RANDY ALLEE	E	8/02/2019			005382		294.00
7344	TERRY O BARTLOW	E	8/02/2019			005383		290.00
7413	JERRY STANDLEE	E	8/02/2019			005384		301.00
7431	R&R RENTALS OF PITTSBURG LLC	E	8/02/2019			005385		550.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	8/02/2019			005386		260.00
7554	TRAVIS R RIDGWAY	E	8/02/2019			005387		290.00
7587	DAVID RUA	E	8/02/2019			005388		485.00
7612	ENDICOTT RENTALS, LLC	E	8/02/2019			005389		735.00
7645	SEWARD RENTALS, LLC	E	8/02/2019			005390		155.00
7654	A & R RENTALS, LLC	E	8/02/2019			005391		2,200.00
7668	JOHN BEST	E	8/02/2019			005392		947.00
7669	CHARLES GILMORE	E	8/02/2019			005393		512.00
7741	SUSAN E ADAMS	E	8/02/2019			005394		206.00
7777	DELBERT BAIR	E	8/02/2019			005395		98.00
7781	TAWIL PROPERTIES, LLC	E	8/02/2019			005396		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	8/02/2019			005397		227.00
7864	CB HOMES LLC	E	8/02/2019			005398		1,095.00
7866	JAMES MICHAEL HORTON	E	8/02/2019			005399		525.00
7913	DANIEL CANADY	E	8/02/2019			005400		625.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7915	DENNY L GRISSOM	E	8/02/2019			005401		723.00
7918	CITY OF LEAVENWORTH	E	8/02/2019			005402		710.34
7934	DIANA L OERTLE	E	8/02/2019			005403		301.00
7936	PITTSBURG HIGHLANDS LP	E	8/02/2019			005404		1,446.00
7996	ERIC SCHIEFELBEIN	E	8/02/2019			005405		238.00
8005	REMINGTON SQUARE APARTMENTS OF	E	8/02/2019			005406		2,777.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	8/02/2019			005407		295.00
8084	ANDREW FRAKES	E	8/02/2019			005408		475.00
8106	THIRTEENTH FLOOR LLC	E	8/02/2019			005409		2,060.00
6585	CLASS HOMES 1 LLC	R	8/01/2019			185266		152.00
7616	STEVE KUPLIN	R	8/01/2019			185267		478.00
1601	GRAIG MOORE	R	8/01/2019			185268		523.00
1800	DAN RODABAUGH	R	8/01/2019			185269		802.00
6451	NAZAR SAMAN	R	8/01/2019			185270		851.00
8109	CONNOR SPRESSER	R	8/01/2019			185271		634.00
0472	LARRY SPRESSER, LLC	R	8/01/2019			185272		740.00
4897	JOHN VINARDI	R	8/01/2019			185273		318.00
4636	WESTAR ENERGY, INC. (HAP)	R	8/01/2019			185274		1,602.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	6,100.00	0.00	6,100.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	97	103,346.01	0.00	103,346.01
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	106	109,446.01	0.00	109,446.01
BANK: HAP TOTALS:	106	109,446.01	0.00	109,446.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3272	DUNCAN HOUSING LLC	E	8/02/2019			005410		475.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2019			005411		425.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	8/02/2019			005412		693.00
5534	SYCAMORE VILLAGE APARTMENTS	E	8/02/2019			005413		1,705.00
5796	JOHN A ESLICK	E	8/02/2019			005414		500.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2019			005415		1,085.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/02/2019			005416		465.00
7668	JOHN BEST	E	8/02/2019			005417		450.00
7936	PITTSBURG HIGHLANDS LP	E	8/02/2019			005418		535.00
8109	CONNOR SPRESSER	R	8/01/2019			185275		700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	700.00	0.00	700.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	9	6,333.00	0.00	6,333.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	10	7,033.00	0.00	7,033.00
BANK: TBRA TOTALS:	10	7,033.00	0.00	7,033.00
REPORT TOTALS:	405	2,189,722.52	0.00	2,189,496.52

Passed and approved this 13th day of August, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: August 6, 2019

SUBJECT: Budget Hearing for the 2020 Budget

As required by Kansas statute, a “Notice of Budget Hearing” is to be published in the City’s official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the “Notice of Budget Hearing” on July 26, 2019 in The Morning Sun.

After the public budget hearing staff is requesting that the 2020 budget be adopted and that the budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS
CRAWFORD COUNTY

} ss.

Joseph Leong, being first duly sworn, Deposes and says:

That he is Publisher of The Morning Sun, a daily Newspaper printed in the State of Kansas, and published in and of general circulation in Crawford County, Kansas, with a general paid circulation on a daily basis in Crawford County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Pittsburg, Kansas, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for One consecutive Day, the first publication thereof being made as aforesaid on the 26th day of July, 2019, with subsequent publications being made on the following dates:

2nd _____

5th _____

3rd _____

6th _____

4th _____

7th _____

Joseph Leong

Publisher

Subscribed and sworn to before me this 26th day of July, 2019.*Shenni Dawkins*

Notary Public

My commission expires: 7/20/22

Printer's fee: \$ _____

Additional copies \$ _____

NOTICE OF BUDGET HEARING 2020

The governing body of
City of Pittsburg

will meet on August 13, 2019 at 5:30 P.M. at Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of Current Year Estimate for 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget for 2020		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate*
General	21,650,860	36.961	22,991,854	36.984	28,486,770	4,998,841	36.984
Debt Service	4,077,146	8.504	3,583,352	8.505	4,495,881	1,149,555	8.505
Library	816,280	6.002	892,366	6.004	1,346,894	811,514	6.004
Special Highway	2,334,577		3,938,384		3,801,786		
Special Alcohol & Drug	117,155		143,500		140,981		
Special Parks & Recreation	99,666		110,000		110,000		
Public Utility	8,138,568		8,919,475		10,577,689		
Stormwater	650,164		1,011,400		1,330,741		
Section 8 Programs	1,528,658		1,564,869		1,566,165		
Economic Development	1,659,342		1,247,397		3,652,173		
Totals	41,072,416	51.467	44,402,597	51.493	55,509,080	6,959,910	51.493
Less: Transfers	7,150,309		7,870,961		7,670,762		
Net Expenditure	33,922,107		36,531,636		47,838,318		
Total Tax Levied	6,597,188		6,722,521				
Assessed Valuation	128,182,295		130,553,454		135,162,272		

Outstanding Indebtedness, January 1,	2017	2018	2019
	G.O. Bonds	26,690,000	24,190,000
KDI&E Loans	3,873,650	3,873,650	3,262,262
Other	4,920,000	4,920,000	3,695,000
Lease Purchase Principal	1,639,850	1,426,594	1,225,102
Total	37,123,500	34,410,244	30,637,364

*Tax rates are expressed in mills

Tammy Nagel
City Official Title: City Clerk



CERTIFICATE

To the Clerk of Crawford, State of Kansas

We, the undersigned, officers of

City of Pittsburg

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2020; and
 (3) the Amount(s) of -1 Ad Valorem Tax are within statutory limitations.

		2020 Adopted Budget		
		Budget Authority for Expenditures	Amount of -1 Ad Valorem Tax	County Clerk's Use Only
Table of Contents:		Page No.		
Computation to Determine Limit fo 2020		2,3		
Allocation of MVT, RVT, and 16/20M Veh Tax		4		
Schedule of Transfers		5		
Statement of Indebtedness		6		
Statement of Lease-Purchases		7		
Computation to Determine State Library Grant		8		
Fund	K.S.A.			
General	12-101a	9,10	28,486,770	4,998,841
Debt Service	10-113	11	4,495,881	1,149,555
Library	12-1220	11	1,346,894	811,514
Special Highway		12	3,801,786	
Special Alcohol & Drug		12	140,981	
Special Parks & Recreation		12	110,000	
Water / Wastewater Utility		13	10,577,689	
Stormwater Utility		13	1,330,741	
Section 8 Programs		14	1,566,165	
Economic Development		14	3,652,173	
Non-Budgeted Funds		15		
Totals		xxxxxxx	55,509,080	6,959,910
Election Required - Review HB2088 Template.			No	County Clerk's Use Only
Budget Summary		16		
				Nov 1, -1 Total Assessed Valuation

Assisted by:

Address:

Email:

Date Attested: _____, 2019

County Clerk

Governing Body



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 6, 2019

SUBJECT: August 13, 2019 Agenda Item
EaglePicher Technologies, LLC project

EaglePicher Technologies, LLC, one of the region's longest-tenured corporate citizens for well over 140 years, is a leader in the field of batteries, battery chargers & energetic devices for defense, aerospace, commercial, oil & gas, and medical applications.

Since 2006, EaglePicher has operated an automated thermal battery production facility at 2919 Rotary Terrace in Pittsburgh. EaglePicher's facility is owned by the City of Pittsburgh and the company has invested more than \$1.4 million in lease payments and improvements to the building since 2006. Since opening the facility with 26 employees, EaglePicher has also grown its headcount at the Pittsburgh facility to well over 100. These jobs feature an average wage of \$18 per hour, well above the county average. The company's most recent expansion of the Pittsburgh facility was in 2017.

EaglePicher is now considering additional growth opportunities for the Pittsburgh facility, to include the construction of an onsite lithium disposal facility to be operated by 06 Environmental Services. This will initially create two new jobs and will better position the facility for future growth. As such, the company has requested the City consider transferring ownership of the facility to EaglePicher now, rather than in

December 2021 as the lease currently states. This incentive would be valued at \$147,900.

On July 10, 2019, the Economic Development Advisory Committee (EDAC) considered this request to transfer ownership of the facility to EaglePicher. After hearing of the company's considerable growth and plans for future investment in the facility, the EDAC unanimously recommended approval of the request.

Upon request from city staff, EaglePicher added a commitment that the lithium disposal facility would be operational and staffed by two new employees no later than March 1, 2020, or the company will repay the forgiven lease payments.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action being requested is approval or denial of the EDAC recommendation to transfer ownership of the property at 2919 Rotary Terrace to EaglePicher Technologies, LLC, and, if approved, authorize the Mayor to sign the appropriate documents.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: August 7, 2019

SUBJECT: Agenda Item – August 13, 2019
Request for a Conditional Use Permit to Allow a church to be located
at 804 East Quincy.

The Planning Commission/Board of Zoning Appeals, in its meeting of July 22, 2019, considered a request submitted by submitted by First Church of the Nazarene of Pittsburg for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located at 804 East Quincy Street. A Conditional Use will be required for this request due to the fact the property is zoned R-1A, Single Family Residential. There was no one present to speak in opposition to this Conditional Use request and there were members of the church present to speak in favor of the request at the meeting.

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend Governing Body **approval** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: DEXTER NEISLER
Zoning Administrator

DATE: August 7, 2019

SUBJECT: Agenda Item – August 13, 2019
Request for a Conditional Use Permit to Allow a church to be located
at 814 East Quincy.

The Planning Commission/Board of Zoning Appeals, in its meeting of July 22, 2019, considered a request submitted by submitted by First Church of the Nazarene of Pittsburg for a Conditional Use Permit under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located at 814 East Quincy Street. A Conditional Use will be required for this request due to the fact the property is zoned R-1A, Single Family Residential. There was no one present to speak in opposition to this Conditional Use request and there were members of the church present to speak in favor of the request at the meeting.

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend Governing Body **approval** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: August 7, 2019

SUBJECT: Agenda Item – August 13, 2019
Environmental Use Control Agreement for the 2800 Block of N. Walnut Street

The City of Pittsburg worked with the Kansas Department of Health and Environment (KDHE) and adjoining property owners to remediate the Weir City Zinc Work site (KDHE Project No. C3-019-71735). The City of Pittsburg agreed the soil from that remediation work could be encapsulated underneath the extension of N. Walnut Street between 28th and 29th Street. The project addressed an environmental issue while also allowing the affected property to be put back into a higher and safe productive use.

The City has applied for an Environmental Use Control Agreement on the portion of N. Walnut where the encapsulated soil is located. KDHE Orphan Site Program is funding the one-time payment of \$8,000 for the KDHE inspections and tracking costs related to the agreement. The City will be responsible for protecting the encapsulated soil from being disturbed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 13, 2019. Action necessary will be approval or disapproval of the Environmental Use Control Agreement and, if approved, authorize the Mayor to sign and execute the documents.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Environmental Use Control Agreement

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Lee A. Norman, M.D., Secretary

Laura Kelly, Governor

July 30 2019

CERTIFIED MAIL
Return Receipt Requested

Cameron Alden, Director of Public Works
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

**RE: Environmental Use Control Application Approval and Agreement for the
City of Pittsburg (Weir City Zinc Works) Site, Crawford County, Kansas
KDHE Project No. C3-019-71735 EUCA No. 19-EUC-0007**

Dear Mr. Alden:

The Kansas Department of Health and Environment (KDHE) has reviewed and approved the Environmental Use Control application and proposed environmental use controls for the referenced Site in the right-of-way of the 2800 Block of N. Walnut between 28th and 29th Street. The application package was submitted by Cameron Alden on behalf of the landowner of the subject property.

Enclosed you will find the Environmental Use Control Agreement (Agreement) developed by KDHE. The Agreement represents the specific terms and conditions of the environmental use controls to be placed upon the property as requested in the application and deemed necessary by KDHE. Based upon the application and information from KDHE files, the property has been classified as a Category 2 property, which requires a one-time payment of \$8,000 to fund the inspections and tracking costs associated with this property for the duration of the Agreement. Funding of this Agreement will be provided by the KDHE Orphan Sites Program.

Please have the authorized representative for the City of Pittsburg review and sign the Agreement with notarization of their signature if the terms and conditions are found to be acceptable. The original Agreement and Exhibit A must then be recorded in the office of the Register of Deeds for Crawford County, Kansas. Finally, a complete copy of the Agreement bearing the stamp of the Register of Deeds must be returned to KDHE.

Thank you for your cooperation in this matter. Please contact me at 785-296-1666 or dayton.allen@ks.gov if you have questions concerning this letter.

Sincerely,

Dayton Allen
Environmental Specialist
Long-Term Stewardship & Brownfields Unit

Enclosure

c: Andrea Schiller>Dayton Allen>City of Pittsburg (Weir City Zinc Works) Site>C3-019-71735, 1.0 (w/o enclosure)
Kevin Moon, KDHE (w/o enclosure)

DOCUMENT NUMBER: 19-EUC-0007
PROJECT NUMBER: C3-019-71735
PROPERTY CATEGORY: 2

ENVIRONMENTAL USE CONTROL AGREEMENT

The City of Pittsburg, a municipal corporation under the State of Kansas, having a mailing address of PO Box 688, 201 West 4th Street Pittsburg, Kansas 66762, hereinafter referred to as the “Owner”, is the owner of real property known as the City of Pittsburg (Weir City Zinc Works) Site, located in the right-of-way of the 2800 Block of N. Walnut between 28th and 29th Street, Pittsburg, Crawford County, Kansas, as shown on the map attached hereto and incorporated herein as Exhibit A, hereinafter referred to as the “Property”, and more particularly described by the following legal description:

A portion of the Northeast Quarter of Section 18, Township 30 South, Range 25 East of the 6th Principal Meridian in Crawford County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 18, Township 30 South, Range 25 East of the 6th Principal Meridian; thence with a bearing North 02°34’40” West (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 687.95 feet intersecting the Eastern extension of the North Right-of-way line of 28th Street in the city of Pittsburg, Kansas; thence South 87°22’42” West along said North Right-of-way line 868.96 feet; thence North 06°02’00” West 56.05 feet for the point of beginning; thence South 83°58’00” West 30.00 feet; thence North 06°02’00” West 225.00 feet; thence North 83°58’00” East 30.00 feet; thence South 06°02’00” East 225.00 feet to the point of beginning containing 6,750.00 square feet subject to any easements or restrictions of record.

And which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as “KDHE”, to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 2018 Supp. 65-1,221 *et seq.*

KDHE has approved the Owner’s application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

DOCUMENT NUMBER: 19-EUC-0007	PROJECT NUMBER: C3-019-71735	PROPERTY CATEGORY: 2
---------------------------------	---------------------------------	-------------------------

The conditions at the Property as of the date of KDHE's approval of the application are as follows:

Weir City Zinc Works operated a smelter nearby the property from approximately 1880-1920. A majority of the smelter was reportedly demolished in 1921. Sampling of surface and subsurface soils indicated elevated levels of arsenic, cadmium, lead, and zinc along with slag piles were observed onsite. Remediation under the state Orphan Sites Program included excavation of contaminated soil exceeding non-residential cleanup standards (RSKs) and consolidation of excavated material offsite. Excavated material was consolidated and capped under a portion of the newly constructed N. Walnut St., by the City of Pittsburgh.

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 2018 Supp. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 2018 Supp. 65-1,227(b); and is enforceable by KDHE pursuant to K.S.A. 2018 Supp. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the applying Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Crawford County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park unless approved in writing by KDHE.
- B. The Owner shall not allow water wells to be drilled, constructed, or used on the Property for the purposes of domestic, lawn and gardening, or other means, which use involves or may involve human consumption and/or other possible human contact. This restriction

does not prohibit drilling, construction or use of water wells for the purpose of containing product or contamination, or for contaminated groundwater recovery, monitoring, or other remediation activities as approved in writing by KDHE.

- C. The Owner shall allow no operations or uses on the Property that will or likely will penetrate the surface cover or jeopardize the protective structure's functional integrity, including without limitation, excavation, drilling, scraping, or erosion.
- D. The Owner shall not allow soils at the Property to be excavated or otherwise disturbed in any manner unless prior authorization is granted in writing by KDHE.
- E. The Owner shall inform contractors, lessees, easement holders, and/or other workers performing any excavation activities on the Property, prior to such activities, of the potential hazards associated with the direct contact and/or transport of any potentially contaminated and/or hazardous soil or other material from the Property. Contractors, lessees, easement holders, and/or other workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.
- F. The Owner shall consult with KDHE and obtain prior written authorization from KDHE before undertaking any of the following at the Property:
 - 1. Undertaking any excavation or construction of drainage ditches on the Property;
 - 2. Changing the surface contour of the Property or performing dirt work thereon;

LOCAL ORDINANCES AND ZONING:

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

The Property is a public right-of-way therefore is not zoned.

The Owner shall provide notification to KDHE fifteen (15) calendar days prior to initiating re-zoning of the Property.

ACCESS:

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

DOCUMENT	PROJECT	PROPERTY
NUMBER: 19-EUC-0007	NUMBER: C3-019-71735	CATEGORY: 2

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting protective structures and any other remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or
5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

DURATION:

The Owner hereby agrees that this Agreement extends in perpetuity unless and/or until removal following approval by KDHE pursuant to K.S.A. 2018 Supp. 65-1,227.

INSPECTION REQUIREMENTS:

KDHE shall visually inspect the integrity of the protective structure and/or Property annually. KDHE shall submit on an annual basis a written report including information on the condition and current uses of the Property, inspection findings, photo documentation and any other information required to verify if the restrictions and terms of this Agreement are being fulfilled.

The Owner may submit and KDHE shall consider modifications of the frequency of inspection and reporting if warranted by technical data. Written approval from KDHE must be obtained for modification of frequency of inspection, reporting requirements or analytical methods throughout the duration of this Agreement.

MAINTENANCE REQUIREMENTS:

The Owner hereby agrees to provide post-construction maintenance of the protective structure (roadway) as detailed in the July 2018 agreement between KDHE and the City of Pittsburg. Maintenance includes, but is not limited to, monitoring, inspection, mowing, weed control, sealing of cracks, resurfacing asphalt, and repairs to the roadway. Repairs may include addition of soil and vegetation planting or asphalt/concrete replacement. Such repairs may be necessary to correct the effects of settlement, subsidence, erosion, or other events including widening of cracks or other openings, which may provide potential exposure to contaminated subsurface soils.

DOCUMENT
NUMBER: 19-EUC-0007**PROJECT**
NUMBER: C3-019-71735**PROPERTY**
CATEGORY: 2

FUNDING:

The Funding for this Agreement shall be provided by the Kansas State Orphan Sites Program, via inter-fund voucher to the EUC Program for a one-time payment of \$8,000. This funding shall be used to compensate the KDHE for costs incurred to track the terms and requirements of this Agreement. The funding requirement for this Agreement is based on the size of the property, physical properties of residual contamination, types of protective structures at the Property, and frequency of KDHE anticipated inspections, and anticipated inspection costs.

OTHER TERMS AND CONDITIONS:

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer.

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

The Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies within thirty (30) calendar days of real property conveyance.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 2018 Supp. 65-1,227(e).

This Agreement may be modified by mutual written agreement by the Owner and KDHE. The Owner shall record such amendment, modification, or termination with the Crawford County Register of Deeds, and within thirty (30) calendar days thereafter, shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

ENFORCEABILITY:

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 2018 Supp. 65-1,229, including:

DOCUMENT	PROJECT	PROPERTY
NUMBER: 19-EUC-0007	NUMBER: C3-019-71735	CATEGORY: 2

- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

EFFECTIVE DATE OF AGREEMENT:

The Owner shall provide to KDHE a copy of this fully executed Agreement bearing the seal or notarization of the Register of Deeds in **Crawford County** and funding as determined by KDHE in accordance with K.S.A. 2018 Supp. 65-1,226.

Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.

DOCUMENT
NUMBER: 19-EUC-0007

PROJECT
NUMBER: C3-019-71735

PROPERTY
CATEGORY: 2

IN WITNESS WHEREOF, KDHE and the Owner have entered into and executed this Environmental Use Control Agreement through their duly authorized representatives as of this 29th day of July, 2019.

Kansas Department of Health and Environment

By: Lee A. Norman M.D.
Lee A. Norman, M.D.
Secretary
Kansas Department of Health and Environment

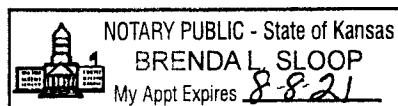
ACKNOWLEDGMENT:

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, on this 29th day of July, 2019, before me, the undersigned, a Notary Public in and for the State aforesaid, came Lee A. Norman, MD, an authorized representative of KDHE, who is personally known to be such person who executed the above document on behalf of KDHE, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Shawnee County, Kansas, the day and year last written above.

Brenda L Sloop
Notary Public in and for said State



DOCUMENT
NUMBER: 19-EUC-0007

PROJECT
NUMBER: C3-019-71735

PROPERTY
CATEGORY: 2

Owner: **City of Pittsburgh**

By: _____

Date: _____

Print Name: _____

Title: _____

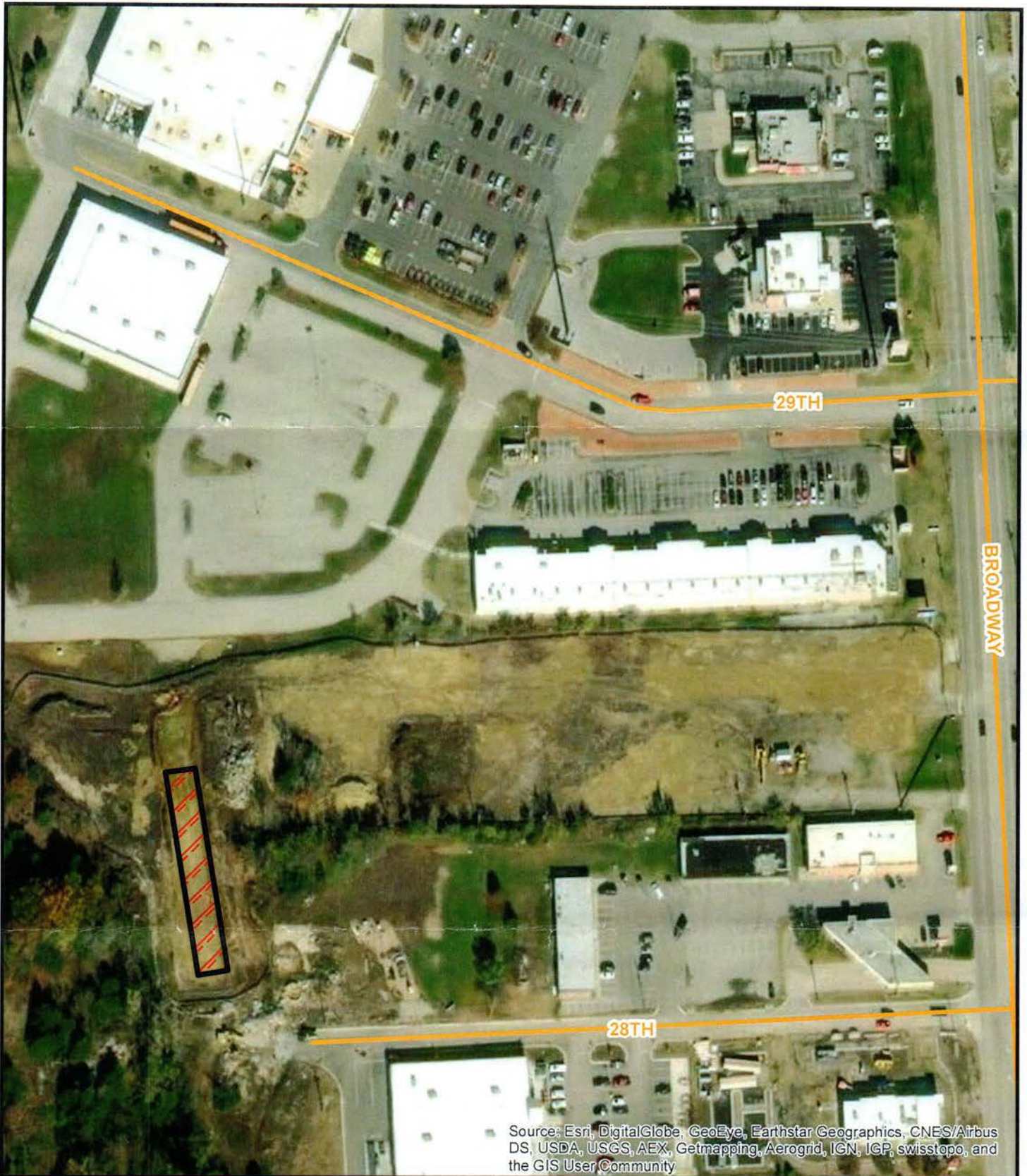
ACKNOWLEDGMENT:

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, authorized representative of _____, who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year last written above.

Notary Public in and for said County and State



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

- Local Roads
- ▨ EUC Boundary (Approx.)

0 100 200 400
 Feet



SITE:		19-EUC-0007 C3-019-71735	
		City of Pittsburg (Weir City Zinc Works) Crawford County, Kansas	
TITLE:		EXHIBIT A	
PROJECT PHASE:		Environmental Use Control	
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