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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 23, 2021
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 March 9, 2021, City Commission Meeting minutes.
- b. Approval of staff recommendation to renew the City's property and liability insurance policy with the EMC Insurance Company for the period April 1, 2021 to April 1, 2022.
- c. Approval of staff recommendation to enter into a First Amended Farm Lease agreement with Kenneth Biancarelli to include the tillable land and grass land in Tracts 3, 4, 5, 5A, and 7, located at the Atkinson Municipal Airport for a term of nine months beginning April 1, 2021 and ending December 31, 2021, in the total amount of \$11,055.00 and authorize the Mayor to sign the lease on behalf of the City.
- d. Approval of staff recommendation to revise the Section 8 Housing Choice Voucher Administration Plan.
- e. Approval of staff recommendation to correct the legal name from Hometown Development Corporation to Hometown Development Group, LLC, in regard to the March 9th, 2021, recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Hometown Development Group, LLC, to update their City loan paperwork, regarding the renovation of the property located at 1004 North Broadway, to reflect Labette Bank as the holder of the first mortgage, and authorize the Mayor to sign the necessary documents on behalf of the City.
- f. Approval of Ordinance No. S-1078, granting an ad valorem tax exemption to E & J Investments, LLC, pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending March 23, 2021, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 23, 2021
5:30 PM

CONSIDER THE FOLLOWING:

- a. FIRST AMENDMENT OF DEVELOPMENT AGREEMENT - Consider staff recommendation to amend the Original Development Agreement with Northgate Associates, LLC, HOK-Northgate, LLC, and GM-Northgate, LLC, regarding the project schedule. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

- b. PARTIAL MORTGAGE RELEASES - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve partial mortgage releases for 1825 Silverback Way and 1903 Carnie Smith Court, located in the Silverback housing development, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the partial mortgage release agreements on behalf of the City.**

- c. AIRPORT HANGAR SUB-LEASE - Consider the request submitted by Mr. Ken Brock to allow the sub-lease of a hangar owned by Mr. Brock at the Atkinson Municipal Airport. **Approve or disapprove request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- d. KWPCRF LOAN AGREEMENT – WASTEWATER TREATMENT PLANT PROJECT – Staff is requesting Governing Body approval of the loan agreement for the financing of a wastewater treatment project through the Kansas Department of Health and Environment’s Kansas Water Pollution Control Revolving Fund (KWPCRF) in the amount of \$5,136,830.00 with a Gross Loan Rate of 1.30% per annum, subject to review and approval for correctness and form by the City Attorney. **Approve or disapprove Loan Agreement documents, and if approved, approve Ordinance No. S-1079 authorizing the execution of the Loan Agreement and authorize the City Attorney to execute the Form of Opinion of Municipality’s Counsel.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, March 9th, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT – Pete Mayo, on behalf of Via Christi Health, provided an invocation.

APPROVAL OF MINUTES – On motion of Fields seconded by Brooks, the Governing Body approved the February 23rd, 2021, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – THE MEAT SHED – On motion of Fields, seconded by Brooks, the Governing Body approved the application submitted by Matthew DeMoss for a 2021 Cereal Malt Beverage License for The Meat Shed, located at 2401 South Rouse, and authorized the City Clerk to issue the license. Motion carried.

LAND BANK BOARD OF TRUSTEES APPOINTMENT – On motion of Fields, seconded by Brooks, the Governing Body appointed Bryce Anderson to a first three-year term as a member of the Land Bank Board of Trustees effective immediately and to conclude on December 31, 2023. Motion carried.

ORDINANCE NO. G-1321 – On motion of Fields, seconded by Brooks, the Governing Body adopted Ordinance No. G-1321, amending subsection (f) of Section 78-33 of the Pittsburg City Code setting the maximum speed limit on Rouse Avenue between Centennial Drive and the south City Limits to 35 miles per hour and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

HOMETOWN DEVELOPMENT CORPORATION REQUEST – On motion of Fields, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Hometown Development Corporation to update their City loan paperwork, regarding the renovation of the property located at 1004 North Broadway, to reflect Labette Bank as the holder of the first mortgage, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Fields, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending February 23rd, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2021

LORENZ HAUS DEVELOPMENT, LLC REQUEST – On motion of McNay, seconded by O'Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide \$20,000 in non-repayable funds to Lorenz Haus Development, LLC, to be used toward the renovation of the property located at 107 East 7th Street, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

GREENWAY ELECTRIC PROPOSALS - WATER TREATMENT PLANT SCADA AND PLC CONTROL SYSTEM UPGRADES – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff request to waive the City's bid policy and approved two proposals submitted by Greenway Electric for upgrades / replacement of the Supervisory Control and Data Acquisition (SCADA) System and Programmable Logic Controls (PLC's) at the Water Treatment Plant at a cost of approximately \$50,000.00, and authorized the Mayor to sign both proposals on behalf of the City. Motion carried.

REQUEST TO CHANGE ZONING – On motion of Fields, seconded by O'Bryan, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals, to grant the request submitted by 3P Development to change the existing zoning of the Villas at Creekside development property located between the 1600 and 1700 Blocks on the South side of East 4th Street, from R-1A, Single Family Residential, to PUD, Planned Unit Development, and directed Staff to prepare the appropriate ordinance. Motion carried.

PURCHASE OF POLICE DEPARTMENT VEHICLES – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff request to waive the City bid policy for capital purchases in order to purchase two 2021 Dodge Durango Police Package SUVs, and four 2021 Dodge Charger Police Package sedans for a total purchase price of \$174,415.83 utilizing the State of Kansas vehicle purchasing contract as a governmental sub-unit, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman provided the February 28, 2021, bi-monthly budget review.

Commissioner O'Bryan requested a break down showing regular tax collections vs Use Tax.

COVID UPDATE – Commissioner McNay provided information on Covid vaccinations and the relaxation of some restrictions that were initiated due to Covid. She stated that wearing masks is still recommended.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2021

ADJOURNMENT: On motion of O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 5:59 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Larissa Bowman, Director of Finance

DATE: March 16, 2021

SUBJECT: Renewal of City Property and Liability Insurance Policy

Staff recommends the renewal of the City of Pittsburg's property and liability insurance with the EMC Insurance Company. The agent of record is Ryan Insurance LLC, Pittsburg, Kansas. The policy will be in effect from April 1, 2021 to April 1, 2022.

Ryan Insurance presented one quote to City staff from incumbent EMC Insurance. Travelers, Berkshire Hathaway and One Beacon declined to bid.

The 2021 EMC premium cost will be \$398,148. Staff is also recommending separate policies for Airport Liability, Police Canine and Cyber totaling \$15,018. The 2021 total for all policies is \$413,166. These policies were \$384,151 in 2020. The increased premium is due to increases in the Law Enforcement and Linebacker policies.

Thank you.

cc: Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 3/18/2021
Subject: First Amended Farm Lease

The City has received an amended lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farmlands located at the Atkinson Municipal Airport. The lease amendment is to add TRACT 7 which was previously not added to the lease agreement approved on January 12th, 2021, for all of the tillable and grass land shown in Exhibit A. The term of the lease for tracts 3, 4, 5, 5a and 7 is for nine (9) months beginning April 1, 2021 and ending December 31, 2021. the lessee agrees to pay the city rent of \$11,055.00. Would you please place this item on the agenda for the city commission meeting scheduled for Tuesday, March 23, 2021.

Action necessary will be approval or disapproval of this lease amendment and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550

FIRST AMENDED FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this 23rd day of March, 2021, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit A attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, 5, 5A, and 7 on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, 5, 5A, and 7 for a term of (9) months beginning on April 1, 2021 and ending on December 31, 2021. The Lessee agrees to pay the Lessor an annual rental of \$11,055.00. Rent shall be due and payable on April 1, 2021.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good husband- like manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the intimal term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars (\$500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnify and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged

herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: Quentin Holmes
Director of Community Development
Address: 201 West 4th
Pittsburg, KS 66762
Telephone No: (620) 231-4170

LESSEE:

Name: Kenneth Biancarell
Address: 510 E. 590th Ave.
Pittsburg, KS 66762
Telephone No: (620) 724-8048 Home
(620) 249-3314 Cell

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

Chuck Munsell, Mayor

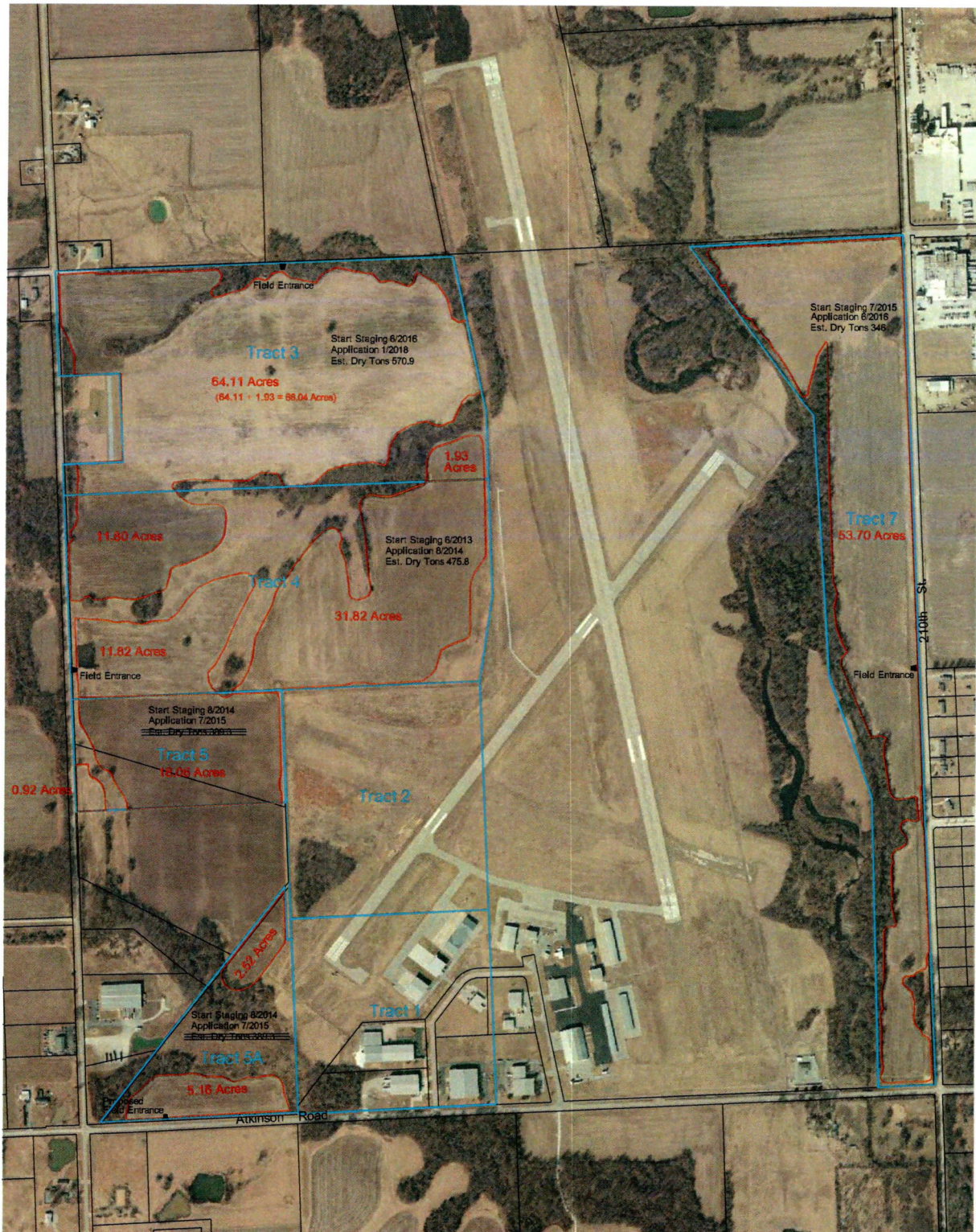
ATTEST:

Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

Kenneth Biancarelli





**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: March 16, 2021

Subject: Agenda Item: March 23, 2021
Section 8 Housing Choice Voucher Administration Plan

The Pittsburg Public Housing Authority is required to review/adopt the Section 8 Housing Choice Voucher Administration Plan each year. There were no new eligibility changes for the 2020 Administration Plan. The Administration Plan is used by the PHA to guide the local Section 8 Housing Choice Voucher program administration.

Enclosed are a list of revisions (Federal changes and PHA changes) made to the PHA's 2021 Administration Plan 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 2021 Administration Plan.

Sincerely,

Megan Keener

Housing Choice Voucher Program Manager

620-230-5572

megan.keener@pittks.org

enclosures:

- 1) 2021 Administration Plan revisions

Section 8 Administration 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)

Added Federal Regulations –

- **Chapter 3 – Eligibility**
 - **3-III.A. Overview**
 - Added: While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission. When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoptions of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applications and tenants [Notice PIH 2015-19]. HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the applications of Fair Housing Act standards to the use of criminal records. This memo states that the PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention of discriminate. Where a policy or practice that restricts admission based on criminal hitherto has a disparate impact on the particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16]. PHAs who impose blanket prohibitions on any person with any conviction

record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show the such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with more tailored police or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not. (Added 1/2021)

- **3-III.D. Screening**
 - Added: While a PHA has regulatory authority to use criminal convictions records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose (Added 1/2021).
- **Chapter 6 – Income and Subsidy Determinations**
 - **6-I.G. Assets**
 - **Equity in Real Property or Other Capital Investment**
 - Added: The PHA must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value minus the balance of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3]. (Added 01/2021)
- **Chapter 7 – Verification**
 - **7-III.J. Student Financial Assistance**
 - Added: [Notice PIH 2015-21]
 - Added: Any financial assistance, in excess of amounts received for tuition, fees, and other required charges (added 01/2021) that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].
- **Chapter 11 – Reexaminations**
 - **11-I.B. Streamlined Annual Reexaminations**
 - Added: Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income but is not required to verify non-fixed income amounts. If the family received less than 90 percent of its

income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually. (Added 01/2021)

- **Chapter 12 – Termination**

- **12-II.D. Criteria for Deciding to Terminate Assistance**

- Added: **Use of Criminal Conviction Records after Admission [24 CFR 5.903]** (Added 01/2021)
 - Added: The regulation at 24 CFR 5.903 governs a PHA's access to and use of criminal conviction records obtained from a "law enforcement agency" such as National Criminal Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. While the regulatory listing of permitted uses for these records includes PHA screening of applications for admission to the HCV program, it specifically excludes by omission a PHA's use of records to terminate assistance for participants. While a PHA has regulatory authority to use criminal conviction records for the purpose of application screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose. The limitations, however, do not apply to criminal conviction information searches from non-federal sources (i.e., sources other than the "law enforcement agencies" defined in 24 CFR 5.903(b)). There is no prohibition that bars a PHA from using non-federal sources to conduct criminal background checks of program participants. (Added 01/2021)

- **12-III.B. Grounds for Owner Termination of Tenancy**

- **Other Good Cause**

- Added: If a property is subject to foreclosures, during the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and as provided the tenant with at least a 90-day notice. In the case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. See Section 13-II.G for a discussion of PHA policies relating to units in foreclosure. (Added 01/2021)

- **Chapter 13 – Owners**

- **13-I.A. Owner Recruitment and Retention**

- Added: HCV Landlord Strategy Guidebook for PHAs (Added 01/2021)
 - Added: If the PHA will be conducting outreach events, the PHA must ensure that notices and communications during outreach events are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities. PHAs must also take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (Added 01/2021)

- **Added: 13-II.G. Foreclosure [Notice PIH 2010-49]**

- Added: Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenant at Foreclosure Act (PTFA.) During the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In the case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. Further, the new owner assumes interest in the lease between the prior owner and the tenant and to the HAP contract.
- Any state or local law that provides longer time periods or other additional protections for tenants also applies.
- See Section 12-III.B for a discussion of foreclosure as it pertains to owner termination of tenancy.
- **Chapter 16 – Program Administration**
 - **16-II.B. Payment Standards**
 - **Exception Payment Standards**
 - Added: [24 CFR 982.503(c)(5), Notice PIH 2018-01]
 - Added: A non-SAFMR PHA may establish an exception payment standard for a zip code area of up to and including 110 percent of the SAFMR determined by HUD for that zip code area. Regardless of the level of the exception payment standard compared to the metropolitan area FRMs (MAFMRs), the PHA must send an email to SAFMRs@hud.gov to notify HUD that it has adopted an exception payment standard based on the SAFMR. A PHA that adopts an exception payment standard pursuant to his authority must apply it to the entire ZIP code area, for both its HCV, and if applicable, its PBV program. For the PBV program, this means that the rent to owner may not exceed the new exception payment standard amount, provided the rent is still reasonable. A PHA that adopts an exception payment standard area must revise its briefing materials to make families aware of the exception payment standard and the area that it covers (Added 01/2021)
 - **16-III.B. Informal Reviews**
 - **Decisions Subject to Informal Review**
 - Added: [24 CFR 982.554(a) and (c)]
 - Added: **Remote Informal Reviews (Added 01/2021)**
 - Added: All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.
 - Added: **Conducting Remote Informal Reviews (Added 01/2021)**
 - Added: The PHA must ensure that the applicant has the right to hear and be heard.
 - **16-III.C. Informal Hearing for Participants**

- Added: **Remote Informal Hearings (Added 01/2021)**
 - Added: The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.
- Added: **Conducting Remote Informal Hearings (Added 01/2021)**
 - Added: In conducting any informal hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

Removed Federal Regulations –

- **Chapter 6 – Income and Subsidy Determinations**
 - **6-I.E. Earned Income Disallowance for Persons with Disabilities**
 - **Calculation of Disallowance**
 - Removed: While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID. Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the "Revised Calculation Method" Which shortens the lifetime disallowance period to 24 consecutive months. Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.
- Original Calculation Method**
- Initial 12-Month Exclusion***
- During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.
- Second 12-Month Exclusion and Phase-In***
- During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.
- Lifetime Limitation***
- The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period

begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

- **Chapter 16 – Program Administration**

- **16-II.B. Payment Standards**

- **Updating Payment Standards**

- Removed: Changes to payment standard amounts will be effective on January 1st of every year, or within three months of the FMR effective date, whichever is earlier. The effective date is applicable both to HUD required revisions and to discretionary revisions.

- **Exception Payment Standards**

- Removed: The PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Changes to the PHA Policy – (Below you will not see the whole PHA Policy, just what the previous policy was and what we have either changed or added to be the current policy. The entire Admin Plan will be available at the Housing Office, City Hall – Clerk’s Office, and the Public Library if you would like to see the full PHA Policy once approved)

- **Chapter 1 – Overview of the Program and Plan**
 - **1-III.D. Updating and Revising the Plan**
 - **Previous Policy –**
 - The PHA will review and update the plan at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation
 - **Current Policy –**
 - The PHA will review and update the plan at least once a year or as needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.
- **Chapter 3 – Eligibility**
 - **3-III.C. Other Permitted Reasons for Denial of Assistance**
 - **Criminal Activity**
 - **Previous 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 (2) years**, the family will be denied assistance. (Added 7/2019)
 - If any household member is currently on probation, community correction or parole, 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.), the family will be denied assistance. (Added 7/2019)
 - Evidence of such criminal activity includes, but is not limited to:
 - A record of arrest(s) will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity but may

be used along with additional evidence of criminal activity within the last two 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 (Added 7/2019).

- **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.), and the exception of any animal violations (Added 01/2021), within the past **two (2) years**, the family will be denied assistance. (Added 7/2019)
- If any household member is currently on probation, community correction or parole, 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.), and the exception of any animal violations (Added 1/2021), the family will be denied assistance. (Added 7/2019)
- Evidence of such criminal activity includes, but is not limited to:
 - A record of arrest(s) will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity but may be used along with additional evidence of criminal activity within the last two years.
 - A conviction for drug-related or violent criminal activity, or any criminal activity with the exception of moving motor vehicle violations and animal violations (Added 01/2021) will be given more weight than an arrest for such activity (Added 7/2019).

- **Previous Behavior in Assisted Housing**
 - **Previous Policy –**
 - The PHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program.
 - **Current Policy –**
 - The PHA **will** deny assistance to an applicant family if:
 - Any PHA or the Pittsburgh Public Housing Authority has ever terminated assistance under the program for any members of the family within the last two (2) year (Added 01/2021).
- **3-III.E. Criteria for Deciding to Deny Assistance**
 - **Consideration of Circumstances**
 - **Previous 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).
 - **Current Policy –**
 - The PHA will consider the following facts and circumstances prior to making its decision:
 - The seriousness of the case, especially with respect to how it would affect other residents' safety or property (Added 01/2021)
 - The effects that denial of assistance may have on other members of the family who were not involved in the action or failure to act (Added 01/2021)
 - 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).
- **Chapter 4 – Applications, Waiting List, and Tenant Selection**
 - **4-II.F. Updating the Waiting List**
 - **Purging the Waiting List**
 - **Previous Policy –**
 - The waiting list will be updated annually to ensure that all applicants and applicant information is current and timely.
 - **Current Policy –**
 - The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.
 - **4-III.C. Selection Method**
 - **Local Preferences**
 - **Previous Policy –**
 - The PHA will use the following local preferences:
 - **Current Policy –**
 - The PHA will use the following local preferences, expect the following:
 - The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding (Added 01/2021)
 - **Chapter 5 – Briefings and Voucher Issuance**
 - **5-II.B. Determining Family Unit (Voucher) Size**
 - **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 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.
 - **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)
 - Children of the same sex age 7 and older will be allocated separate bedrooms. (Added 01/2021)
 - Live-in aides will be allocated a separate bedroom.
 - Single person families will be allocated one bedroom.
- **Chapter 6 – Income and Subsidy Determinations**
 - **6-I.B. Household Composition and Income**
 - **Joint Custody of Dependents**
 - **Previous Policy –**
 - Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.
 - When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders or an IRS return showing which family has claimed the child for income tax purposes.
 - **Current Policy –**
 - Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.
 - When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, school records (Added 01/2021) or an IRS return showing which family has claimed the child for income tax purposes.
 - **6-I.G. Assets**
 - **Imputing Income from Assets**

- **Previous Policy -**
 - The PHA will initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).
 - The PHA will review the passbook rate annually. The rate will not be adjusted unless the current PHA rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.
 - The effective date of changes to the passbook rate will take effect on February 1 following the December review.
- **Current Policy –**
 - The PHA initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).
 - The PHA will review the passbook rate annually. The rate will not be adjusted unless the current PHA rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.
 - The effective date of changes to the passbook rate will be determined at the time of the review. (Added 01/2021)
- **Types of Assets**
 - **Checking and Saving Accounts**
 - **Previous Policy -**
 - No assets will be considered unless their value exceeds \$5,000 (Added 7/2019).
 - In determining the value of a checking account, the PHA will use the average monthly balance for the last six months.
 - In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.
 - **Current Policy –**
 - No assets will be considered unless their value exceeds \$5,000 (Added 7/2019).
 - In determining the value of checking account and savings accounts, the PHA will use the current balance. (Added 01/2021)

- In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.
 - **6-II.F. Child Care Expenses Deduction**
 - **Necessary and Reasonable Costs**
 - **Previous Policy –**
 - Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.
 - To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from the local welfare agency. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.
 - **Current Policy –**
 - Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.
 - To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from a qualified local entity that either subsidizes child care cost or licenses child care provider (Added 01/2021). Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.
 - **6-III.B. Financial Hardships Affecting Minimum Rent**
 - **Implementation of Hardship Exemption**
 - **Determination of Hardship**
 - **Previous Policy –**
 - Assume the PHA has established a minimum rent of \$35.
 - **Current Policy –**
 - Assume the PHA has established a minimum rent of \$50.
- **Chapter 7 – Verification**
 - **7-I.D. Third-Party Written and Oral Verification**
 - **Written Third-Part Verification**
 - **Previous Policy –**

- Third-party documents provided by the family must be dated within 60 days of the PHA request date.
- If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.
- As verification of earned income, the PHA will require the family to provide the two most current, consecutive pay stubs
- **Current Policy –**
 - Third-party documents provided by the family must be dated within 60 days of the PHA request date.
 - If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.
 - As verification of earned income, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g. sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record. (Added 01/2021)
- **7-II.A. Verification of Legal Identity**
 - **Previous Policy –**
 - Current employer identification card
 - **Current Policy –**
 - Current government employer identification card with picture (Added 01/2021)
- **7-III.D. Alimony or Child Support**
 - **Previous Policy –**
 - The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.
 - If the family declares that it ***receives regular payments***, verification will be obtained in the following order of priority:
 - Copies of the receipts and/or payment stubs for the 60 days prior to PHA request
 - Third-party verification form from the state or local child support enforcement agency

- Third-party verification form from the person paying the support
 - Family's self-certification of amount received
 - If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:
 - A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
 - If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts
 - **Note:** Families are not required to undertake independent enforcement action.
- **Current Policy –**
 - The methods the PHA will use to verify alimony and child support payments is to take the average of the most current calendar year (Added 01/2021).
- **7-III.J. Student Financial Assistance**
 - **Previous Policy –**
 - For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the PHA will request written third-party verification of both the source and the amount. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.
 - In addition, the PHA will request written verification of the student's tuition.
 - If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.
 - **Current Policy –**
 - For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the PHA will request written third-party

verification of both the source and the amount. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

- In addition, the PHA will request written verification of the student's tuition, fees, and other required charges amount (Added 01/2021).
- If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.
- **Chapter 8 – Housing Quality Standards and Rent Reasonableness Determinations**
 - **8-I.C. Life-Threatening Conditions**
 - **Previous Policy –**
 - Inoperable or missing smoke detectors
 - Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting
 - The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases
 - A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside
 - A fuel-fired space heater is not properly vented or lacks available combustion air
 - A non-vented space heater is present
 - Safety devices on a fuel-fired space heater are missing or damaged
 - The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas
 - Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit
 - The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or

other means). In this case, the family will be required to repair the smoke detector within 24 hours.

▪ **Current Policy –**

- Inoperable or missing smoke detectors
 - Smoke detectors must be installed in accordance with and meet the requirements of the City of Pittsburgh's city ordinance as well as the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).
- Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting
 - Fuel-fired appliances shall not be located in, or obtain combustion air from, any of the following rooms or spaces: (Added 01/2021)
 - 1. Sleeping rooms. (Added 01/2021)
 - 2. Bathrooms. (Added 01/2021)
 - 3. Toilet rooms. (Added 01/2021)
 - 4. Storage closets. (Added 01/2021)
 - **Exception:** This section shall not apply to the following appliances: (Added 01/2021)
 - 1. Direct-vent appliances that obtain all combustion air directly from the outdoors. (Added 01/2021)
 - 2. Solid fuel-fired appliances, provided that the room is not a confined space and the building is not of unusually tight construction. (Added 01/2021)
 - 3. Appliances installed in a dedicated enclosure in which all combustion air is taken directly from the outdoors, in accordance with Chapter 7. Access to such enclosure shall be through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the International Energy Conservation Code and equipped with an approved self-closing device. (Added 01/2021)
 - The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases

- A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside
- A fuel-fired space heater is not properly vented or lacks available combustion air
- A non-vented space heater is present
- Safety devices on a fuel-fired space heater are missing or damaged
- The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas
- Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit
- The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.
 - Smoke detectors must be installed in accordance with and meet the requirements of the City of Pittsburgh's city ordinance as well as the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).
- **8-I.D. Owner and Family Responsibilities**
 - **Family Responsibilities**
 - **Previous Policy** – N/A
 - **Current Policy** –
 - The PHA will required copies of utility bills at each annual recertification to determine the utilities are in an adult household member name. The PHA will give the tenant 10 business days for the tenant to get the utilities back on or in an adult household member name. (Added 01/2021)
 - Tenants will be responsible for following all local ordinance. Tenants may be terminated for violating any local ordinance (nuisance violations). When making the decision to terminate assistance based on violating any local ordinance, the PHA will consider all credible

evidence, the seriousness of the violation, and the number of violations. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to terminate assistance. (Added 01/2021)

- **8-II.A. Overview of Inspection Process**
 - **Owner and Family Inspection Attendance**
 - **Previous Policy –**
 - When a family occupies the unit at the time of inspection an adult must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.
 - At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative, or the PHA may make other arrangements agreed upon with the owner (Added 10/2010). The presence of a family representative is permitted, but is not required.
 - **Current Policy –**
 - When a family occupies the unit at the time of inspection an authorized (Added 01/2021) adult must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.
 - At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative, or the PHA may make other arrangements agreed upon with the owner (Added 10/2010). The presence of a family representative is permitted, but is not required.
- **Chapter 9 – General Leasing Policies**
 - **9-I.B. Requesting Tenancy Approval**
 - **Previous Policy –**
 - **The RFTA** must be signed by both the family and the owner.
 - The owner may submit the RFTA on behalf of the family.
 - Completed RFTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, by email, or by fax.
 - The family may not submit, and the PHA will not process, more than one (1) RFTA at a time.
 - When the family submits the RFTA the PHA will review the RFTA for completeness.

- If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the PHA will notify the family and the owner of the deficiencies.
 - Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept missing information over the phone.
- When the family submits the RFTA and proposed lease, the PHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
 - If the terms of the RFTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.
 - Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept corrections by phone.
- Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties cannot be reached by phone, fax, or email.
- **Current Policy –**
 - The RFTA must be signed by both the family and the owner.
 - The owner may submit the RFTA on behalf of the family.
 - Completed RFTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, by email, or by fax.
 - The family may not submit, and the PHA will not process, more than one (1) RFTA at a time.
 - When the family submits the RFTA the PHA will review the RFTA for completeness.
 - If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the PHA will notify the family and the owner of the deficiencies.
 - Missing information will be accepted as hard copies, in-person, by mail, by email, by phone (documenting the phone call) (Added 01/2021) or by fax.

- The PHA will not require tenants to provide a proposed lease when they turn in a RFTA. The PHA will review and accept the lease at HAP contract time (Added 01/2021).
 - Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties cannot be reached by phone, fax, or email.
- **9-I.F. Tenancy Approval**
 - **Previous Policy –**
 - The PHA will complete its determination within 10 business days of receiving all required information.
 - If the terms of the RFTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the RFTA and proposed lease, signed by the family and the owner.
 - Corrections to the RFTA/proposed lease will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept corrections over the phone.
 - **Current Policy –**
 - The PHA will complete its determination within 10 business days of receiving all required information.
 - If the terms of the RFTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the RFTA and proposed lease, signed by the family and the owner.
 - Corrections to the RFTA/proposed lease will only be accepted as hard copies, in-person, by mail, by email, by phone (documenting the phone call) (Added 01/2021) or by fax.
- **Chapter 11 – Reexaminations**
 - **11-III.C. Notification of New Family Share and HAP Amount**
 - **Previous Policy –**
 - The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment. The notice also will state the procedures for requesting an informal hearing.
 - **Current Policy –**
 - The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment.

- The notice will state the family has the right to request an explanation of how the assistance was calculated and if the family disagrees, they have the right to informal hearing. The notice will include the procedures to requesting an informal hearing (Added 01/2021).
- **Chapter 12 – Termination of Assistance and Tenancy**
 - **12-I.E. Mandatory Policies and Other Authorized Terminations**
 - **Use of Illegal Drugs and Alcohol Abuse**
 - **Previous Policy –**
 - A record of arrest(s) will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity
 - **Current Policy –**
 - A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity. (Added 01/2021)
 - **Drug-related and Violent Criminal Activity**
 - **Previous Policy –**
 - A record of arrest(s) will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity
 - **Current Policy –**
 - A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity. (Added 01/2021)
 - **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 court-evicted from federally-assisted housing in the last two years (Added 7/2019).
 - Any PHA or the Pittsburgh Public Housing Authority has ever terminated assistance under the program

for any member of the family within the last two years.

- Any PHA or the Pittsburgh Housing Authority has ever terminated assistance under the program for any member of the family within the last two years.
- 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, 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 07/2019)
- 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.
- **Current Policy –**
 - 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 or the Pittsburgh Housing Authority has ever terminated assistance under the program for any member of the family within the last two years.
 - 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, 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 will be allowed two (2) breaches of the terms of the repayment agreement that was entered into with the PHA. During the two (2) breaches, the family will have the ability to make the repayment agreement current or their assistance will terminate. On the third (3rd) breach, the family will have to pay off their repayment agreement or their assistance will terminate (Added 01/2021).
 - 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.
 - **12-II.D. Criteria for deciding to Terminate Assistance**
 - **Consideration of Circumstances**
 - **Previous Policy –**
 - While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of the investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:
 - Any statements made by witnesses or the participant not included in the police report
 - Whether criminal charges were filed
 - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
 - Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity
 - **Current Policy –**

- While a record or records of arrest will not be used as the sole basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider: (Added 01/2021)
 - Any statements made by witnesses or the participant not included in the police report
 - Whether criminal charges were filed
 - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
 - Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity
- **Chapter 13 – Owners**
 - **13-I.A. Owner Recruitment and Retention**
 - **Recruitment**
 - **Previous Policy –**
 - Distributing printed material about the program to property owners and managers
 - Contacting property owners and managers by phone or in-person
 - Holding owner recruitment/information meetings at least once a year
 - Participating in community-based organizations comprised of private property and apartment owners and managers
 - Developing working relationships with owners and real estate brokers associations
 - **Current Policy –**
 - Distributing printed material about the program to property owners and managers
 - Contacting property owners and managers by phone or in-person
 - Holding owner recruitment/information meetings at least once a year

- Participating in community-based organizations comprised of private property and apartment owners and managers
- Developing working relationships with owners, apartment associations, industry investor groups (Added 01/2021), and real estate brokers associations
- To the extent practical, partnering with and attending events hosted by other area agencies to deliver information about the HCV program (Added 01/2021)
- **Retention**
 - **Previous Policy-**
 - The PHA will give special attention to helping new owners succeed through activities such as:
 - Providing the owner with a designated PHA contact person
 - Coordinating inspection and leasing activities between the PHA, the owner, and the family
 - Initiating telephone contact with the owner to explain the inspection process, and providing an inspection booklet and other resource materials about HUD housing quality standards.
 - Providing other written information about how the program operates, including answers to frequently asked questions.
 - **Current Policy –**
 - The PHA will give special attention to helping new owners succeed through activities such as:
 - Providing the owner with a designated PHA contact person
 - Coordinating inspection and leasing activities between the PHA, the owner, and the family
 - Initiating telephone contact with the owner to explain the inspection process, and providing an inspection booklet and other resource materials about HUD housing quality standards.
 - Providing other written information about how the program operates through a landlord handbook (Added 01/2021), including answers to frequently asked questions.
 - Contacting owners via emails or text to disseminate information (Added 01/2021)

○ **13-II.G. Foreclosure (Added 01/2021)**

▪ **Previous Policy – N/A**

▪ **Current Policy –**

- If a property is in foreclosure, the PHA will make all reasonable efforts to determine the status of the foreclosure and ownership of the property and will continue to make payments to the original owner until ownership legally transfer in accordance with the HAP contract.
- The PHA will attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. This will include a request for owner information, including a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.
- The PHA will inform the tenant that they must continue to pay rent in accordance with the lease, and if the new owner refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.
- In the event that the PHA is unable to make HAP payments to the new owner due to an action or inaction by the new owner that prevents such payments (e.g. rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the new owner, the PHA will either use the funds to pay:
 - The utilities that are the owner's responsibility after taking reasonable steps to notify the owner, except that if the unit has been or will be rendered uninhabitable due to termination or threat of termination of service, prior notice is not required. In the latter case, the PHA shall notify the owner within a reasonable time after making the utility payment; or
 - For the family's reasonable moving costs, including security deposit costs.
- The PHA will also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

- **Chapter 16 – Program Administration**
 - **16-II.B. Payment Standards**
 - **Updating Payment Standards**
 - **Pervious Policy –**
 - Changes to payment standard amounts will be effective on December 1st of every year unless, based on the proposed FRSs, it appears that one or more of the PHA’s current payment standards amounts will be outside the basic range when the final FMRs are published. In that case, the PHAs payment standards will be effective October 1st instead of December 1st.
 - **Current Policy –**
 - Effective dates of changes to payment standard amounts will be determined at time of update. The PHA will always ensure the payment standards will be within the basic range (Added 01/2021)
 - **16-III.B. Informal Reviews**
 - **Remote Informal Reviews (Added 01/2021)**
 - **Previous Policy – N/A**
 - **Current Policy –**
 - The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.
 - In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the application believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.
 - **Conducting Remote Informal Review (Added 01/2021)**
 - **Previous Policy – N/A**
 - **Current Policy –**

- The PHA will conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen).
- If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.
- Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.
- **16-III.C. Informal Hearing for Participants**
 - **Remote Informal Reviews (Added 01/2021)**
 - **Previous Policy** – N/A
 - **Current Policy** –
 - The PHA has the sole discretion to require that informal hearing be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.
 - In addition, the PHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the application believes an in-person informal hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.
 - **Conducting Remote Informal Review (Added 01/2021)**
 - **Previous Policy** – N/A
 - **Current Policy** –
 - The PHA will conduct remote informal hearing via telephone conferencing call-in or via videoconferencing. If the informal hearing will be conducted via videoconferencing, the PHA will ensure that all applicants,

- applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen).
 - If any participant, representative, advocate, witness, PHA representative, or hearing officer is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.
 - Whether the informal hearing is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the hearing.
- **Informal Hearing Procedures**
 - **Previous Policy –**
 - In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:
 - The proposed action or decision of the PHA.
 - A brief statement of the reasons for the decision, including the regulatory reference.
 - The date the proposed action will take place.
 - A statement of the family's right to an explanation of the basis for the PHA's decision.
 - A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
 - A deadline for the family to request the informal hearing.
 - To whom the hearing request should be addressed.
 - A copy of the PHA's hearing procedures.
 - **Current Policy –**
 - In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:
 - The proposed action or decision of the PHA.
 - A brief statement of the reasons for the decision, including the regulatory reference.
 - The date the proposed action will take place.
 - A statement of the family's right to an explanation of the basis for the PHA's decision.

- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
 - A deadline for the family to request the informal hearing.
 - To whom the hearing request should be addressed.
 - A copy of the PHA's hearing procedures.
 - That the family may request a remote informal hearing (Added 01/2021)
- If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted remotely. The family will be informed of the processes involved in a remote informal hearing and that the PHA will provide technical assistance, if needed, before the informal hearing (Added 01/2021).
- **Scheduling an Informal Hearing**
 - **Previous Policy –**
 - If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.
 - **Current Policy –**
 - If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable

accommodation, the PHA's decision will stand (Added 01/2021)

▪ **Pre-Hearing Right to Discovery**

• **Previous Policy –**

- The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

• **Current Policy –**

- The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.
- If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA (Added 01/2021).
- Documents will be shared electronically whenever possible (Added 01/2021).
- For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing (Added 01/2021).
- If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day (Added 01/2021).
- Documents will be shared electronically whenever possible (Added 01/2021).



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 15, 2021

SUBJECT: March 23, 2021 Agenda Item
Correction to Hometown Development Group agenda request

On March 9, 2021, the Pittsburg City Commission considered a request to transfer the City's second position on property at 1004 North Broadway from GNBank to Labette Bank. This request is related to a loan issued to Hometown Development Group.

The agenda addition paperwork listed the requestor as Hometown Development Corporation, while the correct legal name of the entity is Hometown Development Group, LLC.

As such, I respectfully request this item be added to the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2021. Action being requested is to update the City's paperwork to reflect the correct legal name of Hometown Development Group, LLC.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 15, 2021

SUBJECT: March 23, 2021 Agenda Item
E & J Investments, LLC, tax exemption ordinance

E & J Investments, LLC, has filed an Economic Development Exemption request pertaining to their new Renu Medical & Spa facility at 2425 Bradshaw Way. The company has provided all required documents, including a cost/benefit analysis, as required by state and local statutes. The company's \$1.3 million investment qualifies them for a six-year exemption under the City's published schedule of tax exemption.

The corresponding cost/benefit analysis shows the project is estimated to have the following effect over the next ten years:

- 5 new permanent jobs
- 3 new residents in the community
- \$2.8 million in new personal income
- \$17 million in new local retail sales
- \$1.5 million increase in the property tax base

Following a public hearing at the February 9, 2021, Pittsburgh City Commission meeting, the City Commission approved the request for an Economic Development Exemption and authorized the city attorney to prepare an ordinance granting the exemption.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2021. Action being requested is the approval or denial of the ordinance authorizing the E & J exemption and, if approved, authorize the Mayor to sign the appropriate documents.

(Published in The Morning Sun on _____, 2021)

ORDINANCE NO. S-1078

AN ORDINANCE granting an ad valorem tax exemption to E & J Investments, LLC, pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas.

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

Section 1: In accordance with the City's Policy and Procedures adopted on November 10, 1987, the Governing Body finds that the City has received the tax exemption application fee of \$250.00, has published notice in the official city newspaper at least seven (7) days prior to this date, has held the hearing as stated in said notice, the costs and benefits analysis has been completed and reviewed, and has received a favorable recommendation from the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee relating to the request of E & J Investments, LLC, for an ad valorem tax exemption on the following improvements located at 2425 Bradshaw Way, Pittsburg, Crawford County, Kansas:

A portion of the Southwest Quarter of the Southeast Quarter of Section 33, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence on a bearing of North 02 degrees 53 minutes 56 seconds West (Kansas Coordinate System, 1983, South Zone) along the West line of said Southeast Quarter a distance of 40.00 feet to the North right of way line of East 530th Avenue; thence on a bearing of North 87 degrees 58 minutes 09 seconds East along said right of way and parallel with the South line of said Southeast Quarter a distance of 625.09 feet to the point of beginning of the following described tract; thence continuing on a bearing of North 87 degrees 58 minutes 09 seconds East a distance of 56.00 feet; thence on a bearing of South 02 degrees 53 minutes 56 seconds East along said right of way a distance of 144.15 feet; thence on a bearing of North 02 degrees 53 minutes 56 seconds West and parallel with said South line of the Southeast Quarter a distance of 200.00 feet; thence on a bearing of South 02 degrees 53 minutes 56 seconds East and parallel with said West line a distance of 200.00 feet to the point of beginning. This tract contains 41003.60 square feet or 0.94 acres.

REAL PROPERTY AND IMPROVEMENTS: See that part of the E & J Investments, LLC tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, E & J Investments, LLC is hereby granted an ad valorem tax exemption starting with the 2021 tax year on said real estate, personal property and improvements for a period of up to six (6) years subject to the following criteria and conditions:

a) E & J Investments, LLC make a payment in lieu based upon the aforesaid real estate as the same existed and was valued for the most recent year prior to completing the aforesaid improvements (a copy of the assessment sheets for that year being attached hereto) in accordance with Section 9 of the City's said Policy and Procedures;

b) E & J Investments, LLC submit the necessary information and a renewal application signed by a duly authorized representative of E & J Investments, LLC. prior to February 1st of each year for the City to annually review the tax exemption/incentive pursuant to the schedule set forth in Section 15 of said Policy and Procedures, a copy of which has been received by E & J Investments, LLC; and

c) E & J Investments, LLC pay the annual renewal fee of \$100.00 and continue to be in compliance with the conditions and provisions of said Policy and Procedures.

Section 3: Upon receipt of the exemption application to be filed with the County

Appraiser, the City Clerk shall provide E & J Investments, LLC with a published copy of this Ordinance for the applicant's use in filing its initial request for the tax exemption.

Section 4: This Ordinance shall take effect from and after its passage and its publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS ____ DAY OF _____, 2021.

Chuck Munsell-Mayor

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/12/2021			188533		
C-CHECK	VOID CHECK	V	3/12/2021			188534		
C-CHECK	VOID CHECK	V	3/12/2021			188542		
C-CHECK	VOID CHECK	V	3/12/2021			188558		
C-CHECK	VOID CHECK	V	3/12/2021			188559		
C-CHECK	VOID CHECK	V	3/12/2021			188562		
C-CHECK	VOID CHECK	V	3/12/2021			188563		
C-CHECK	VOID CHECK	V	3/12/2021			188564		

* * 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:	8 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			8	0.00	0.00	0.00
BANK: *		TOTALS:	8	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/03/2021 THRU 3/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	3/03/2021			000000		1,428.63
0224	KDOR	D	3/03/2021			000000		6,350.23
0224	KDOR	D	3/05/2021			000000		969.55
0321	KP&F	D	3/05/2021			000000		45,287.11
0728	ICMA	D	3/05/2021			000000		772.50
1050	KPERS	D	3/05/2021			000000		39,845.75
3570	AMERICAN EXPRESS, INC	D	3/04/2021			000000		108.73
5677	BANK OF AMERICA, INC	D	3/03/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	3/05/2021			000000		4,441.00
7290	DELTA DENTAL OF KANSAS INC	D	3/05/2021			000000		3,727.50
7290	DELTA DENTAL OF KANSAS INC	D	3/12/2021			000000		6,560.41
7877	TRUSTMARK HEALTH BENEFITS INC	D	3/04/2021			000000		15,152.92
7877	TRUSTMARK HEALTH BENEFITS INC	D	3/11/2021			000000		11,978.03
8317	ADCOMP SYSTEMS INC	D	3/08/2021			000000		69.10
8370	WEX HEALTH, INC.	D	3/05/2021			000000		5,694.28
0748	CONRAD FIRE EQUIPMENT	E	3/08/2021			010957		3,283.33
0044	CRESTWOOD COUNTRY CLUB	E	3/08/2021			010958		609.00
0046	ETTINGERS OFFICE SUPPLY	E	3/08/2021			010959		73.98
0055	JOHN'S SPORT CENTER, INC.	E	3/08/2021			010960		551.00
0101	BUG-A-WAY INC	E	3/08/2021			010961		120.00
0105	PITTSBURG AUTOMOTIVE	E	3/08/2021			010962		649.76
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	3/08/2021			010963		428.95

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/03/2021 THRU 3/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0128	ASCENSION VIA CHRISTI HOSPITAL	E	3/08/2021			010964		370.00
0194	KANSAS STATE TREASURER	E	3/08/2021			010965		160,888.50
0272	BO'S 1 STOP INC	E	3/08/2021			010966		760.00
0328	KANSAS ONE-CALL SYSTEM, INC	E	3/08/2021			010967		248.40
0335	CUSTOM AWARDS, LLC	E	3/08/2021			010968		39.98
0345	THE VICTOR L PHILLIPS CO	E	3/08/2021			010969		7,903.07
0534	TYLER TECHNOLOGIES INC	E	3/08/2021			010970		390.00
0704	NEPTUNE RADIATOR AND AUTO	E	3/08/2021			010971		50.71
0746	CDL ELECTRIC COMPANY INC	E	3/08/2021			010972		28,315.17
0823	TOUCHTON ELECTRIC INC	E	3/08/2021			010973		86.00
0829	CROWN PRODUCTS INC	E	3/08/2021			010974		930.96
1299	STRUKELE ELECTRIC INC	E	3/08/2021			010975		1,900.00
1792	B&L WATERWORKS SUPPLY, LLC	E	3/08/2021			010976		671.97
2707	THE LAWNSCAPE COMPANY, INC.	E	3/08/2021			010977		794.00
2921	DATAPROSE LLC	E	3/08/2021			010978		4,322.84
3668	MID AMERICA PROPERTIES OF PITT	E	3/08/2021			010979		2,000.00
3802	BRENNTAG MID-SOUTH INC	E	3/08/2021			010980		2,283.00
4307	HENRY KRAFT, INC.	E	3/08/2021			010981		57.72
4618	TRESA LYNNE MILLER	E	3/08/2021			010982		521.50
5648	JASON WISKE	E	3/08/2021			010983		1,000.00
5957	PASTEUR PROPERTIES	E	3/08/2021			010984		1,000.00
6524	ELLIOTT EQUIPMENT COMPANY	E	3/08/2021			010985		303.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6851	SCHULTE SUPPLY INC	E	3/08/2021			010986		69.44
6936	HAWKINS INC	E	3/08/2021			010987		1,978.80
7038	SIGNET COFFEE ROASTERS	E	3/08/2021			010988		110.00
7100	FIRST UNITED METHODIST CHURCH	E	3/08/2021			010989		11,612.26
7407	LIMELIGHT MARKETING LLC	E	3/08/2021			010990		1,606.00
7852	TRIA HEALTH, LLC	E	3/08/2021			010991		1,158.53
7959	ALL ABOARD FOUNDATION	E	3/08/2021			010992		2,522.33
8046	CONVERGEONE, INC.	E	3/08/2021			010993		5,857.92
8200	PLUNKETT'S PEST CONTROL INC	E	3/08/2021			010994		425.00
8281	SOUTHERN B EVENTS LLC	E	3/08/2021			010995		170.00
8309	MISSISSIPPI LIME COMPANY	E	3/08/2021			010996		6,491.35
8326	KAYLYN HITE	E	3/08/2021			010997		1,000.00
2004	AIRE-MASTER OF AMERICA, INC.	E	3/15/2021			010998		17.22
6528	GALE GROUP/CENGAGE	E	3/15/2021			010999		43.53
6740	ED M FELD EQUIPMENT COMPANY, I	E	3/15/2021			011000		881.10
7567	MERIDIAN OIL & EQUIPMENT LLC	E	3/15/2021			011001		790.68
0046	ETTINGERS OFFICE SUPPLY	E	3/15/2021			011002		600.32
0101	BUG-A-WAY INC	E	3/15/2021			011003		160.00
0105	PITTSBURG AUTOMOTIVE	E	3/15/2021			011004		2,152.35
0112	MARRONES INC	E	3/15/2021			011005		357.77
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	3/15/2021			011006		773.75
0181	INGRAM LIBRARY SERVICES	E	3/15/2021			011007		24.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0202	CLIFF HIX ENGINEERING INC	E	3/15/2021			011008		330.00
0272	BO'S 1 STOP INC	E	3/15/2021			011009		335.85
0294	COPY PRODUCTS, INC.	E	3/15/2021			011010		73.07
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/15/2021			011011		5,959.22
0335	CUSTOM AWARDS, LLC	E	3/15/2021			011012		58.50
0345	THE VICTOR L PHILLIPS CO	E	3/15/2021			011013		1,927.70
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	3/15/2021			011014		1,825.00
0455	LARRY BARRETT BODY * FRAME * T	E	3/15/2021			011015		726.00
0659	PAYNES INC	E	3/15/2021			011016		400.00
0746	CDL ELECTRIC COMPANY INC	E	3/15/2021			011017		17,346.82
0753	COUNTY OF CRAWFORD	E	3/15/2021			011018		12,500.00
0785	REDICO INDUSTRIAL SUPPLY INC	E	3/15/2021			011019		189.00
0823	TOUCHTON ELECTRIC INC	E	3/15/2021			011020		500.00
0866	AVFUEL CORPORATION	E	3/15/2021			011021		21,153.02
1792	B&L WATERWORKS SUPPLY, LLC	E	3/15/2021			011022		6,714.29
2005	GALLS PARENT HOLDINGS, LLC	E	3/15/2021			011023		124.60
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/15/2021			011024		1,506.30
3261	PITTSBURG AUTO GLASS	E	3/15/2021			011025		175.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/15/2021			011026		500.00
4603	KANSAS GOLF AND TURF INC	E	3/15/2021			011027		131.93
5317	ULINE	E	3/15/2021			011028		102.11
5883	SPROULS CONSTRUCTION INC	E	3/15/2021			011029		156,970.25

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/03/2021 THRU 3/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6822	ELIZABETH BRADSHAW	E	3/15/2021			011030		428.36
6995	SUMMER WARREN	E	3/15/2021			011031		200.00
7028	MATTHEW L. FRYE	E	3/15/2021			011032		400.00
7038	SIGNET COFFEE ROASTERS	E	3/15/2021			011033		43.75
7239	JERRY MILLER	E	3/15/2021			011034		1,107.00
7283	TRUSTMARK HEALTH BENEFITS INC	E	3/15/2021			011035		38,866.71
7407	LIMELIGHT MARKETING LLC	E	3/15/2021			011036		356.00
7739	COMMUNITIES IN SCHOOLS OF MID	E	3/15/2021			011037		8,750.00
7806	CORE & MAIN LP	E	3/15/2021			011038		620.22
7852	TRIA HEALTH, LLC	E	3/15/2021			011039		1,447.75
7991	PRECISION DELTA CORPORATION	E	3/15/2021			011040		4,653.30
8119	ALLGEIER, MARTIN AND ASSOCIATE	E	3/15/2021			011041		753.00
8147	CHEM-AQUA, INC.	E	3/15/2021			011042		430.55
8291	ELYSE MUSIL	E	3/15/2021			011043		110.00
8309	MISSISSIPPI LIME COMPANY	E	3/15/2021			011044		6,626.31
8325	FLEET FUELS LLC	E	3/15/2021			011045		65.00
8337	BLACKSTONE AUDIO, INC.	E	3/15/2021			011046		418.35
8278	GERSON BOCANEGRA	R	3/05/2021			188499		25.00
1616	CITY OF PITTSBURG	R	3/05/2021			188500		40.00
1616	CITY OF PITTSBURG	R	3/05/2021			188501		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/05/2021			188502		46.22
4263	COX COMMUNICATIONS KANSAS LLC	R	3/05/2021			188503		96.14

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/03/2021 THRU 3/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	3/05/2021			188504		1,004.30
4263	COX COMMUNICATIONS KANSAS LLC	R	3/05/2021			188505		13.65
4263	COX COMMUNICATIONS KANSAS LLC	R	3/05/2021			188506		29.40
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	3/05/2021			188507		1,189.94
1	FRONTENAC HIGH SCHOOL	R	3/05/2021			188508		125.00
5673	KANSAS ASSOCIATION OF AIRPORTS	R	3/05/2021			188509		100.00
7414	KANSAS GAS SERVICE (ESG)	R	3/05/2021			188510		1,221.53
8293	ADAN NANCE	R	3/05/2021			188511		562.50
1	POLHLOPEK, SUSAN	R	3/05/2021			188512		250.00
8206	LINDE INC	R	3/05/2021			188513		2,451.40
3997	S&H FARM SUPPLY, INC.	R	3/05/2021			188514		3,342.64
7469	RADCLIFF AGENCY, LLC	R	3/05/2021			188515		250.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/05/2021			188516		687.00
5904	TASC	R	3/05/2021			188517		1,128.00
5589	CELLCO PARTNERSHIP	R	3/05/2021			188518		233.45
2350	WCA WASTE SYSTEMS INC	R	3/05/2021			188519		47.90
1	WESLEY HOUSE	R	3/05/2021			188520		313.00
2876	CRAIG FARNSWORTH	R	3/12/2021			188530		324.00
3084	AM SOCIETY OF COMPOSERS, AUTHO	R	3/12/2021			188531		367.00
0523	AT&T	R	3/12/2021			188532		8,701.51
7856	BARDAVON HEALTH INNOVATIONS, L	R	3/12/2021			188535		150.00
5966	BERRY COMPANIES, INC.	R	3/12/2021			188536		237.25

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 3/03/2021 THRU 3/16/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5283	CLASS LTD	R	3/12/2021			188537		70.20
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/12/2021			188538		10,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/12/2021			188539		84.86
4263	COX COMMUNICATIONS KANSAS LLC	R	3/12/2021			188540		100.52
0095	CRAWFORD COUNTY TREASURER	R	3/12/2021			188541		2,036.00
1	DARE IOWA, INC.	R	3/12/2021			188543		100.00
1	DARE IOWA, INC.	R	3/12/2021			188544		100.00
8165	VANESSA DE LUNA	R	3/12/2021			188545		18.75
8370	WEX HEALTH, INC.	R	3/12/2021			188546		312.80
0118	FED EX	R	3/12/2021			188547		27.42
6358	FIREX, INC.	R	3/12/2021			188548		45.00
8392	KANSAS CHILDFIRST, INC.	R	3/12/2021			188549		500.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	3/12/2021			188550		381.92
7430	ADAM LUSKER	R	3/12/2021			188551		4,200.00
7938	ROSANO DEL PILAR MENDEZ	R	3/12/2021			188552		25.00
7392	ASSURECO RISK MANAGEMENT & REG	R	3/12/2021			188553		350.00
0397	PITTSBURG POLICE DEPT	R	3/12/2021			188554		45.75
0175	REGISTER OF DEEDS	R	3/12/2021			188555		20.00
7270	SECURITY 1ST TITLE, LLC	R	3/12/2021			188556		225.00
8375	TRASH HOG LLC	R	3/12/2021			188557		1,299.68
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/12/2021			188560		30.00
5589	CELLCO PARTNERSHIP	R	3/12/2021			188561		12,446.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	55,456.43	0.00	55,456.43
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	15	142,410.69	0.00	142,410.69
EFT:	90	554,180.96	0.00	554,180.96
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00
			0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT		DISCOUNTS	CHECK AMOUNT	
VENDOR SET: 99	BANK: 80144 TOTALS:	154	752,048.08		0.00	752,048.08	
BANK: 80144	TOTALS:	154	752,048.08		0.00	752,048.08	
REPORT TOTALS:		154	752,048.08		0.00	752,048.08	

Passed and approved this 23rd day of March, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT (NORTHGATE PLAZA)

among

CITY OF PITTSBURG, KANSAS

and

NORTHGATE ASSOCIATES LLC

and

HOK-NORTHGATE LLC

and

GM-NORTHGATE LLC

Dated: March 23, 2021

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT (this “**First Amendment**”), is made and entered into as of March ___, 2021, by and between the **CITY OF PITTSBURG, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the “**City**”), **NORTHGATE ASSOCIATES LLC**, a Kansas limited liability company (“**Northgate**”), **HOK-NORTHGATE LLC**, a Kansas limited liability company (“**HOK**”), and **GM-NORTHGATE LLC**, a Kansas limited liability company (“**GM**”).

Northgate, HOK, and GM are collectively referred to herein as “**Developer**,” and together with the City, the “**Parties**,” and each a “**Party**.”

RECITALS

A. The Parties have entered into a Development Agreement dated March 19, 2019 (the “**Original Development Agreement**”) in connection with the City’s approval of Community Improvement District (“**CID**”) financing pursuant to the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “**CID Act**”) and Industrial Revenue Bond (“**IRB**”) financing pursuant to K.S.A. 12-1740 *et seq.* for the Northgate Plaza redevelopment project (the “**Project**”) as further described in the Original Development Agreement.

B. The Parties now desire to enter into this First Amendment to amend the Original Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. For all purposes of this First Amendment, except as otherwise provided or unless the context otherwise requires, the words and terms used in this First Amendment shall have the meanings set forth in **Section 1.02** of the Original Development Agreement.

ARTICLE II

AMENDMENT OF ORIGINAL DEVELOPMENT AGREEMENT

Section 201. Amendment to Section 4.02 of the Original Development Agreement. **Section 4.02** of the Original Development Agreement is hereby deleted in its entirety and replaced to read as follows:

Section 4.02. Project Schedule.

A. Subject to the terms and conditions of this Agreement, after the Effective Date and receipt of all applicable Governmental Approvals, the Developer shall use commercially reasonable efforts to promptly commence (or cause to be commenced), and shall promptly thereafter diligently prosecute to completion, the construction of the Project in substantial accordance with the Project Schedule attached as **Exhibit E**. All Project Improvements, including the Pad Site Improvements, shall be completed by April 1, 2021.

B. Subject to the terms and conditions of this Agreement, the Developer shall complete each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Project Improvements substantially in accordance with the Project Schedule, subject to delays caused by force majeure and delays caused by the City. The completion of the Project, with the exception of the Sidewalk Improvements, shall occur on or by **April 1, 2021**, and be evidenced by the Developer's delivery of a Certificate of Substantial Completion for such improvements in accordance with **Section 4.07** of this Agreement. The City shall also complete the Sidewalk Improvements by July 1, 2021. Completion of the Pad Site Improvements shall also occur on or by **April 1, 2021** and also be evidenced by the Developer's delivery of a Certificate of Substantial Completion for such improvements in accordance with **Section 4.07** of this Agreement.

C. The City agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for the Developer and businesses within the CID to construct the Project. To the extent the City determines that any Plans or other documents or requests submitted by the Developer for the City's approval are unacceptable, as determined pursuant to the City Code, the City shall provide a written description detailing the portions of the Plans or documents that are unacceptable.

D. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties recognize and agree that market and other conditions may affect the Developer's ability to construct the Project and, as such, the Developer may, at any time, terminate this Agreement by providing written notice of the same to the City, in which event this Agreement shall automatically terminate and (except for the Developer's obligation to reimburse the City for City Expenses incurred by the City, in accordance with **Article VI** of this Agreement, as of the date of such termination) the Parties will have no further obligations to each other hereunder. In the event this Agreement is terminated pursuant to this Section, the City shall take any and all action to promptly terminate the CID and the CID Sales Tax.

Section 201. Amendment to Exhibit E of the Original Development Agreement. **Exhibit E** of the Original Development Agreement is hereby deleted in its entirety and replaced with **Exhibit A** to this First Amendment.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 301. Applicability of the Original Development Agreement. Except as otherwise provided in this First Amendment, the provisions of the Original Development Agreement are hereby ratified, approved and confirmed and incorporated herein.

Section 302. Severability. If any provision in this First Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 303. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 304. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Kansas.

[Signatures Pages Follow]

IN WITNESS WHEREOF, the City and the Developer have duly executed this First Amendment pursuant to all requisite authorizations as of the date first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

First Amendment of Development Agreement (Northgate Plaza)

NORTHGATE ASSOCIATES LLC

By: _____

Name: _____

Title: _____

First Amendment of Development Agreement (Northgate Plaza)

HOK-NORTHGATE LLC

By: _____

Name: _____

Title: _____

First Amendment of Development Agreement (Northgate Plaza)

GM-NORTHGATE LLC

By: _____

Name: _____

Title: _____

First Amendment of Development Agreement (Northgate Plaza)

EXHIBIT A TO FIRST AMENDMENT
(REPLACING EXHIBIT E TO ORIGINAL DEVELOPMENT AGREEMENT)

EXHIBIT E

ESTIMATED PROJECT SCHEDULE

April 1, 2021. Substantial completion of the Project Improvements, except for Pad Site Improvements, by Developer.*

April 1, 2021. Substantial completion of the Pad Site Improvements.**

*The Project Improvements to be completed by the Developer by April 1, 2021 do not include the Sidewalk Improvements, which shall be completed by the City by July 1, 2021.

**The Pad Site Improvements shall include rehabilitation and renovation of the northern pad site and any and all related work. Any improvements to the southern pad site are eligible CID Costs but are not required to meet the substantial completion requirement.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 15, 2021

SUBJECT: March 23, 2021 Agenda Item
Labette Bank partial mortgage release agreements

In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan with the City securing a second position on the P & L property until the loan is repaid in December 2023.

Labette Bank is seeking to finance construction loans for three lots within the Silverback development. This will require partial mortgage release agreements to release the City's second position.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2021. Action being requested is approval of the submitted partial mortgage release agreements and authorization for the Mayor to sign the appropriate documents.

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **City of Pittsburg, KANSAS**, mortgagee, a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas, for value received, does hereby **REMISE, RELEASE, and DISCHARGE** from the lien of a certain mortgage; Dated 2/5/19 made and executed by **P & L DEVELOPMENT LLC**, as Kansas Limited Liability Company, mortgagor and recorded in the office of the Register of Deeds of Crawford County, Kansas, **BOOK 636**, mortgages, **PAGE 514** and recorded on **2/21/19** insofar as it covers the following described real estate situated in Crawford County, Kansas.

Lot Number Eleven (11) and Number Twelve (12) in Silverback Landing, a Subdivision in a portion of Section Thirty Three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the recorded Plat thereof.

This partial mortgage release does not affect other mortgaged property under this same mortgage which shall remain in full force, virtue and effect against the remaining property.

City of Pittsburg

Chuck Munsell, Mayor

Date

State of Kansas
County of Crawford

BE IT REMEMBERED, that on this 23rd day of March, 2021, before me, the undersigned Notary, came Chuck Munsell, Mayor, of the City of Pittsburg, Kansas who is personally known to me to be the same person who executed the forgoing instrument in writing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

Notary Name

My commission expires: _____

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **City of Pittsburg, KANSAS**, mortgagee, a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas, for value received, does hereby **REMISE, RELEASE, and DISCHARGE** from the lien of a certain mortgage; Dated 2/5/19 made and executed by **P & L DEVELOPMENT LLC**, as Kansas Limited Liability Company, mortgagor and recorded in the office of the Register of Deeds of Crawford County, Kansas, **BOOK 636**, mortgages, **PAGE 514** and recorded on **2/21/19** insofar as it covers the following described real estate situated in Crawford County, Kansas.

Lot Number Three (2) in Silverback Landing, a Subdivision in a portion of Section Thirty Three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the recorded Plat thereof.

This partial mortgage release does not affect other mortgaged property under this same mortgage which shall remain in full force, virtue and effect against the remaining property.

City of Pittsburg

Chuck Munsell, Mayor

Date

State of Kansas
County of Crawford

BE IT REMEMBERED, that on this 23rd day of March, 2021, before me, the undersigned Notary, came Chuck Munsell, Mayor, of the City of Pittsburg, Kansas who is personally known to me to be the same person who executed the forgoing instrument in writing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

Notary Name

My commission expires: _____

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 3/18/2021
Subject: Request to Sub-Lease Airport Hangar

The City has received a request from Mr. Ken Brock to allow a sub-lease of a hangar owned by Mr. Brock at the Atkinson Municipal Airport to Mr. Dale Oglesby for an annual lease.

Would you please place this item on the agenda for the city commission meeting scheduled for Tuesday, March 23, 2021.

Action necessary will be approval or disapproval of this lease amendment and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Hangar Lease Agreement

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550

LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2021, by and between Ken Brock, hereinafter referred to as the Lessor, and Dale Oglesby, hereinafter referred to as the Lessee.

WHEREAS, the Lessee chooses to lease an aviation hangar from Lessor; and whereas the Lessor continues the land lease at the Atkinson Municipal Airport with the City of Pittsburg.

NOW THEREFORE, in consideration of the rents, covenants and agreements herein contained, the Lessor hereby leases to Lessee the hangar owned by Lessor at Atkinson Municipal Airport.

The Lessee shall pay the Lessor \$5,000.00 annually in advance. The Lease shall be year to year.

It is agreed that Lessee shall furnish and pay for all utility charges including gas, electricity, telephone, cable, internet and water used by Lessee at Atkinson Municipal Airport and in or about the leased property as well as for Airport services charged other users and lessees of the Airport.

Lessee shall, at its own cost and expense, be responsible for the collection and timely disposal, in a sanitary manner, of all garbage, trash and waste material from leased premises. Further, Lessee shall, at its sole cost and expense, maintain the lease property in a presentable condition consistent with good business practices. Lessee shall repair any and all damages of leased property caused by Lessee, its employees, invitees or agents or its operation thereon.

Lessee shall not maintain any billboards or advertising signs on the outside of the property or the hangar itself.

It is agreed that the Lessee shall make no additions or improvements to the hangar without first submitting plans for approval.

The Lessee and all employees, agents and servants will faithfully observe and comply with all ordinances, laws, rules and regulations as may be promulgated by the City of Pittsburg, the United States of America or any department or agency thereof, and the State of Kansas.

The Lessee may not assign or transfer this Lease, or any interest therein. Nor may the Lessee sublet the hangar without the prior written consent of the Lessor and City of Pittsburg. Any attempt at assignment or transfer shall be void and, at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this Lease.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Lessee covenants and agrees to hold the Lessor and the City of Pittsburg and its agents, employees and servants free and harmless, including attorney fees, from each and every claim and demand for damage to property or person(s) or for wrongful death made by or on behalf of

any person or persons for any negligent or wrongful act or omission of Lessee, its agents, servants, invitees and employees, arising out of the use of the Atkinson Municipal Airport.

Lessee shall maintain in full force and effect for the period covered by the Lease, a comprehensive general liability insurance policy issued by insurance carriers licensed to do business in the State of Kansas; which policies shall provide, at a minimum, the following liability coverages:

- a) death or bodily injury to any one person, the sum of \$1,000,000;
- b) death or bodily injury for any one accident or occurrence, the sum of \$2,000,000;
- c) property damage for any one accident or occurrence, the sum of \$1,000,000.

Lessee further agrees to hold the Lessor and the City of Pittsburg harmless from and against any mechanic's lien against the leased premises.

Lessee further agrees to literally and strictly comply with all laws, rules and regulations, and assurances now or hereinafter in effect, whether the same be controlled by local, state or federal law, with reference to environmental damage or injury to, or pollution or contamination of, persons, the premises leased, the Atkinson Municipal Airport or nearby properties, and shall indemnify, protect, defend, and save Lessor harmless, including attorney fees, from and against any and all claims or demands allegedly occurring as the result of Lessee's use of the premises and causing such damage or injury.

It is further agreed and acknowledged that Lessor shall be granted a lien against merchandise, machinery, equipment, and corporate tools as well as Lessee's aircraft located on the premises for all amounts past due Lessor for rent.

Lessor reserves the right to enter the leased premises, upon advanced notice, except in the event of any emergency, at any reasonable time for the purpose of making any inspection it may deem expedient for the maintenance or security needs of either the building or the Airport.

Upon the termination of this Lease, the Lessee agrees to give peaceful possession of the leased property.

Any payments and notices required to be sent hereunder shall be sent or delivered to:

Lessor: Ken Brock
PO Box 1479
1225 E. Centennial Dr.
Pittsburg, KS 66762

Lessee: Dale Oglesby

Pittsburg, KS 66762

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Ken Brock, Lessor

Dale Oglesby, Lessee

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: March 15, 2021

SUBJECT: Agenda Item – March 23, 2021
Loan Agreement for Low Interest Loan
Wastewater Treatment Plant Project
KWPCRF Project No. C20 3008 01

The Governing Body, in its meeting of August 11, 2020, held a PUBLIC HEARING for the purpose of proceeding with a loan application for a loan to finance proposed improvements for the Pittsburg Wastewater Treatment Plant through the Kansas Water Pollution Control Revolving Funds Assistance Program administered by the KDHE. Following the PUBLIC HEARING, the Governing Body passed a resolution authorizing the filing of the loan application.

After providing KDHE with the documents they requested in connection with the loan, the City has now received the Loan Agreement documents for this low interest loan for necessary review and approval. The Loan Agreement documents are on file with the City Clerk and are currently being reviewed for correctness and form by the City Attorney.

The maximum amount of loan available for these improvements is \$5,136,830.00 with a Gross Loan Rate of 1.30% per annum. The interest rate consists of a net loan interest rate and a service fee. The loan shall be fully repaid not later than 20 years after Project Completion. Loan repayments will be due in semi-monthly payments (or 40 payments) in the amount of \$146,252.65. The first payment is due on March 1, 2023. The advantage to the City of Pittsburg in utilizing this method of funding is the below market rates for financing available, that money can be drawn from the loan funds only as needed, and the fact the City can anticipate lending rates may increase due to the current national financial situation.

MEMO TO: DARON HALL
MARCH 15, 2021
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Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2021. Action necessary will be approval or disapproval of the Loan Agreement documents for the low interest loan subject to review and approval for correctness and form by the City Attorney. If approved, it will be necessary for the Governing Body to Pass Ordinance No. S-1079 on first and only reading authorizing the execution of the loan agreement, establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing and approving certain documents in connection with the loan agreement. Also, if approved, the City Attorney should proceed to execute the Form of Opinion of Municipality's Counsel and the City Clerk should provide an excerpt of the minutes regarding the Governing Body's decision in this regard when the executed documents are returned to KDHE.

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

Attachment: Ordinance No. S-1079

ORDINANCE NO. S-1079

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE LOAN AGREEMENT BETWEEN THE CITY OF PITTSBURG, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Financing Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Pittsburg, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Engineering services for the planning, design, and construction observation of a new wastewater treatment plant and pump station and force main from Sugar Creek (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in the amount of not to exceed \$5,136,830.00 in order to finance the Project; and

WHEREAS, the Governing Body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of March 1, 2021, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the

principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City of Pittsburg, Kansas, on March 23, 2021 and signed and **APPROVED** by the Mayor.

Mayor – Chuck Munsell

ATTEST:

City Clerk – Tammy Nagel

[APPROVED AS TO FORM ONLY.]

Henry C. Menghini
City Attorney