

## AGREEMENT

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of September, 2009, by and between the **Oread Neighborhood Association**, hereinafter referred to as "Subrecipient", and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as "City".

WITNESSETH;

WHEREAS, City participates in the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program to promote projects and activities designed to improve and enhance the quality and diversity of life in Lawrence, Kansas; and

WHEREAS, Subrecipient submitted to City a project application (which is set forth in Exhibit "E" hereto, which by reference is incorporated herein and made a part hereof as if copied in length) requesting that funds for **Operating & Coordinator Expenses, Water Meter Installation** be included, together with requests from other interested parties and organizations, in City's entitlement grant in the 2009 CDBG program year; and

WHEREAS, City staff and the City of Lawrence Community Development Advisory Committee reviewed all project applications and submitted their funding recommendations to the Governing Body; and

WHEREAS, the Governing Body considered adoption of the Consolidated Plan and Investment Summary at their public meeting on May 5, 2009; and

WHEREAS, the Governing Body voted to approve the funding recommendation and adopt Resolution No. 6836, authorizing submission of the Consolidated Plan to the U.S. Department of Housing and Urban Development; and

WHEREAS, on or about August 1, 2009, the U.S. Department of Housing and Urban Development approved City's Consolidated Plan and awarded an entitlement grant to City for the 2009 program year beginning August 1, 2009; and

WHEREAS, with the award of the entitlement grant, City is now in a position to fund Subrecipient's proposed project to the extent and subject to the provisions and conditions stated herein.

NOW, THEREFORE, the parties hereby mutually agree, in and for the consideration stated, the sufficiency and adequacy of which is mutually acknowledged, as hereinafter provided.

It is understood and agreed by the parties hereto that the total amount of funds to be disbursed by City pursuant to the provisions and conditions stated herein shall in no event exceed the sum of **\$11,780**. The total amount to be disbursed shall be subject to the following category limits, and Subrecipient shall not request, nor City disburse, funds, which cause any category limit to be exceeded. Underspensing on one or more categories shall not justify exceeding other category limits even in the event the total amount to be disbursed, as stated herein, is not exceeded.

**Operating and Coordinator Expenses - \$10,520**

**Water Meter Installation - \$1,260**

It is understood that to receive funds, Subrecipient shall submit payment requests to the City which include such documentation, in the form of receipts, payroll records (including time sheets showing days worked and number of hours worked), cancelled checks or other evidence of payment of obligation, as is necessary, in City's sole judgment, to determine that the amount requested is legitimate and the total amount of funds to be distributed, as stated herein, has not been, or by payment of the amount requested, will not be, exceeded. No payment shall be made for funds encumbered or monies spent by Subrecipient prior to notification by City authorizing such expenditure.

Further, payment requests shall be made within thirty (30) days of the date of service. Upon approval of the payment request, City shall cause the amount requested to be disbursed to or on behalf of Subrecipient in accordance with the City Finance Department regular payment schedule, provided that no funds may be disbursed for services rendered or expenses incurred after July 31, 2010, without the express, written consent of City.

It is understood and agreed by the parties hereto that if Subrecipient shall employ or contract, or shall have employed or contracted any person(s) to carry out the duties and responsibilities of the program as described in Exhibit "E", Subrecipient shall comply, in the hiring process and throughout the course of the employment or contract in all respects, with the Hiring Guidelines for Subrecipients established for the CDBG program by City, a copy of which is set forth in Exhibit "A" hereto, which by reference is incorporated herein and made a part hereof as if copied in length, and the provisions of the Code of the City of Lawrence, Kansas, Article 1, Chapter 10 of the current Code of the City of Lawrence, Ordinance No. 6120, relating to Human Relations.

Subrecipient shall abide by all federal and state laws with regard to employment or contracting, applicable to the compensation paid to the person employed or contracted in the above-described position.

It is further understood and agreed by the parties hereto that activities funded in whole or in part with City CDBG funds will be monitored by the City on a continual basis to assure that activities / projects set forth in its project application (as amended and approved by the Governing Body, if applicable) are being carried out as proposed and that salaries paid to neighborhood coordinators, if applicable, are paid for work related to housing and community development project administration, coordination, and outreach to citizens affected by community development and housing programs.

Subrecipient agrees to submit monthly reports to the City which indicate: 1) gross annual income of each recipient/household served under the Subrecipient program; 2) race of each recipient served under the Subrecipient program; 3) sex of the head-of-household of each recipient/household served under the Subrecipient program; and 4) indication if recipient/household served under the Subrecipient program is homeless. Monthly reports are to be submitted on the "CDBG SUBRECIPIENT BENEFICIARY REPORT" form attached as Exhibit "D", within 10 days after the end of each month. The first program month will end on August 31, 2009. In addition, subrecipient agrees to provide quarterly performance reports documenting outcomes mentioned in the grant proposal.

It is further understood and agreed by the parties hereto that activities funded in whole or in part with City CDBG funds must "principally benefit" persons of low- and moderate-income as defined by the U.S. Department of Housing and Urban Development. For purposes of clarification, an activity or program will be deemed to "principally benefit" low- and moderate-income persons if at least 70% of the activity or program beneficiaries are low- and moderate-income. To assist City in assuring compliance with the above requirements, Subrecipient agrees to utilize the "CDBG PROGRAM ELIGIBILITY CERTIFICATION" form attached as Exhibit "C", or similar form approved by City, for proposed project recipients/households.

It is understood and agreed that any equipment or furniture acquired in whole or in part with CDBG funds shall be used by Subrecipient in the program or project for which it was acquired as long as the program or project is operational and functions as described in Exhibit "E". At such time as the equipment or furniture is no longer to be used for its intended purpose, it shall be returned to City, or sold. If sold, it shall be sold at fair market value, as determined by City, and all proceeds returned to City.

It is further understood and agreed that the receipt and expenditure of program income shall

be recorded as part of the financial transactions of the Subrecipient's activities. "Program income" shall be defined as gross income received by the Subrecipient, which was directly generated from the use of CDBG funds, and shall include, but not be limited to, any proceeds received by the Subrecipient from the disposition of equipment or furniture purchased with CDBG funds. Unless explicitly stated in this Agreement, Subrecipient shall not generate program income. In the event that program income is generated, it shall be returned to City.

It is understood and agreed by the parties hereto that Subrecipient shall conduct and administer its project in full compliance with the Certifications attached in Exhibit "B" hereto, which include applicable uniform administrative requirements and other applicable Federal laws and regulations.

It is understood and agreed by the parties hereto that if the Subrecipient is a religious entity, said Subrecipient may use the building which is utilized for a secular purpose, (e.g., homeless shelter, provision of public services). In such case, the religious entity agrees to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in the following paragraphs:

- 1) As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient from which the CDBG funds are derived that, in connection with the provision of such services:
  - a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
  - b) it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
  - c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and

It is further understood and agreed by the parties hereto that any unlawful or unauthorized use of the funds described herein, or any actual use of said funds that is inconsistent with the anticipated use thereof, as described in Subrecipient's project application, shall immediately terminate this agreement unless City has given prior express approval of such use. This shall require Subrecipient to return at once to City any funds disbursed but not yet expended, and Subrecipient shall then have no right to request or receive payment for any service rendered or

expenses incurred, notwithstanding the legitimate nature thereof, nor shall City then bear any corresponding obligation to disburse funds to pay for same.

It is further understood and agreed by the parties hereto that city may, at its sole option, conduct an audit of the funds disbursed pursuant to the provisions and conditions stated herein, and Subrecipient shall, upon City's request, promptly make its books and records available for inspection by City at any reasonable time and lend full cooperation to City in the event of any audit or investigation. Further, Subrecipients shall provide City with a copy of the most recent annual audit for the agency if not already on file, prior to execution of Subrecipient Agreement.

It is understood and agreed that upon the termination of this Agreement on July 31, 2010, Subrecipient shall transfer to City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 (twenty-five thousand) dollars, must either:

- (1) Be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement; or
- (2) Disposed of in a manner, which results in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (1) above.

It is further understood and agreed by the parties hereto that the provisions, terms and conditions of this agreement may be modified and amended upon application of Subrecipient to the City stating the proposed modifications and amendments thereto and issuance of written approval of same by City.

IN WITNESS WHEREOF, Subrecipient has caused the execution of this agreement by its duly authorized representative and City has caused its execution by David Corliss, its City Manager, all on the date and in the year written.



**EXHIBIT "A"**  
**GUIDELINES FOR SUBRECIPIENTS for EMPLOYMENT OR CONTRACTING**

City of Lawrence CDBG Program

1. A description of the position responsibilities must be developed which explains the tasks expected to be completed by the individual. All noted minimum qualifications must be job related (i.e., must be skills, knowledge, or abilities which are required to do the job).
2. Any advertisement must be posted a minimum of one time in the Lawrence Journal World, the University Daily Kansan, or another globally accessible and department-approved outlet.
3. Any advertisement or posting notice must contain language indicating that equal employment or contracting opportunities are available for all persons.
4. An advertisement may run for as short as one day. However, the position must not be filled for a period of one week after the advertisement so that those persons recruited through outside advertising have an opportunity to apply or submit proposals.
5. A uniform application form or request for proposals should be utilized which is nondiscriminatory. The City has a number of sample forms, which may be used for reference.
6. After all applications or proposals have been collected; they should be screened for all candidates who meet the minimal qualifications. Applicants who meet the minimal qualifications shall be selected based upon skills, knowledge, and abilities, which directly relate to the responsibilities of the position. Other factors which may be taken into consideration are past work experience (i.e., the length and quality of prior employment), duration of employment (i.e., the number of jobs held and the length of those employment's), educational background if related to performance of the job advertised, and related factors specifically designated in the advertisement as pertinent to the position.
7. Once the applications have been screened **on job related criteria** for a small number of applicants, an interview should be conducted in a nondiscriminatory manner. Discriminatory questions should be avoided.
8. Based upon the interview and written materials presented by the candidate, a selection should be made in a manner, which relies on the ability to perform the job, rather than any personal qualities, or characteristics, which may be determined to be discriminatory.
9. A summary of all applicants and reason for non-selection of each applicant should be prepared after the selection has been made. This record of reasons for non-selection should be maintained for a period of no less than five years.

## **EXHIBIT "B"**

### **CERTIFICATIONS**

The Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the Subrecipient gives assurances and certifies with respect to the grant that:

(a) The grant will be conducted and administered in compliance with:

- (1) OMB Circular No. A-133 with respect to program audits, should the Subrecipient receive federal assistance in excess of \$25,000 in any calendar year;
- (2) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as amended by Executive Order 11259, and implementing regulations contained in 24 CFR Part 107;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- (4) Labor standards requirements as set forth in 24 CFR 570.603, and HUD regulations issued to implement such requirements;
- (5) Employment and contracting opportunities as set forth in Executive order 11246, as amended by Executive Order 12086, and implementing regulations issued in 41 CFR, Chapter 60.
- (6) Lead-based paint requirements as set forth in 24 CFR 570.608, and HUD regulations issued to implement such requirements.
- (7) Use of debarred, suspended, or ineligible contractors or subrecipients as set forth in 24 CFR 570.609, and HUD regulations issued to implement such requirements.
- (8) Conflict of interest requirements as set forth in 24 CFR 570.611, and HUD regulations issued to implement such requirements.

(b) No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his / her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;

(c) It will give HUD and the Comptroller General, or any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

## EXHIBIT "C"

### LAWRENCE, KANSAS CDBG/HOME PROGRAM ELIGIBILITY CERTIFICATION

Revised 7/2009

1. NAME OF PROJECT/ACTIVITY/SUBGRANTEE:
2. APPLICANT INFORMATION

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_

*Applicant Characteristics:*

Age \_\_\_\_\_ Disabled: Yes \_\_\_\_\_ No \_\_\_\_\_ Head of Household: M \_\_\_\_\_ F \_\_\_\_\_

Number in Family \_\_\_\_\_

Must mark one: Hispanic or Latino Yes \_\_\_\_\_ No \_\_\_\_\_

Must choose one category below:

White \_\_\_\_\_ Black/African American \_\_\_\_\_ Asian \_\_\_\_\_ American Indian/Alaska Native \_\_\_\_\_

Native Hawaiian/Other Pacific Islander \_\_\_\_\_ American Indian/Alaska Native & White \_\_\_\_\_

Asian & White \_\_\_\_\_ Black/African American & White \_\_\_\_\_

American Indian/Alaska Native & Black/African American \_\_\_\_\_ Other Multi-Racial \_\_\_\_\_

3. INCOME VERIFICATION—Circle the one that applies to your family size.

Number Living in Household	80% of Median	50% of Median	30% of Median
1	\$38,350	\$24,000	\$14,400
2	\$43,850	\$27,400	\$16,450
3	\$49,300	\$30,850	\$18,500
4	\$54,800	\$34,250	\$20,550
5	\$59,200	\$37,000	\$22,200
6	\$63,550	\$39,750	\$23,850
7	\$67,950	\$42,450	\$25,500
8+	\$72,350	\$45,200	\$27,150

4. CERTIFICATIONS

- A. I hereby certify that the gross annual income of all adult members of the household cited in item #2 falls within the income category range as checked above. I also understand and agree that any misrepresentation on my part of information contained herein may constitute fraud.
- B. I hereby certify that I have been informed of Lead-Based Paint Hazards (if applicable) and that I have received a copy of the notice entitled: ***Protect Your Family From Lead in Your Home.*** (Please keep attached information.)
- C. I hereby certify that I will not discriminate upon the basis of race, color, religion, sex, disability, familial status, or national origin in the sale, lease, rental, use, or occupancy of the property to be improved through financial assistance provided from the Community Development Block Grant (CDBG) or HOME Investment Partnerships (HOME) program of the City of Lawrence.
- D. I hereby certify that I have been informed of the City of Lawrence Loan Subordination Policy (if applicable) and that I have received a copy of the policy. (Please keep attached Policy Statement.)

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

I hereby certify that the above-named applicant meets all eligibility criteria for this project.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

of

\_\_\_\_\_  
Coordinator

# City of Lawrence CDBG/HOME Programs Grant Application

## I. Cover Sheet

Please use this cover sheet as the first page of your proposal. No cover letters, please.

Agency Name: Oread Neighborhood Association

Mailing Address: P.O. Box 442065 – Lawrence, KS 66044

Program Address, if different than above: \_\_\_\_\_

Contact Name: Jodi Wentz Phone: (785) 842-5440

Contact Title: Coordinator

E-mail (required) : jodi@sunflower.com Fax : ( ) None

Date : December 01, 2008

Mission of organization:

The mission of the Oread Neighborhood Association is to stabilize and maintain the neighborhood as a quality, mixed-density residential neighborhood by accommodating the need for student housing, preserving existing single-family housing, and revitalizing the neighborhood's unique architectural, environmental, and historical character. This mission can be accomplished by encouraging the participation of residents and property owners in the maintenance, planning, and development of the neighborhood.

## II. Project Information: #1 – Neighborhood Association Expenses

Requested \$ 10,520.00 Request is 90 % of project budget and 82 % of agency budget.

### Attachment Checklist

- Department approval, if applicable
- XX** List of officers and board members and their principal occupations (one per agency)
- XX** Most recent annual report and (one per agency) financial statement
- XX** Budget for proposed project, including revenues and expenses (one per project)

### Project Type

*(Check all that apply)*

- XX** Strengthen Neighborhoods
- Movement to housing
- Emergency Assistance
- Affordable Housing
- Housing Counseling
- Home Ownership
- XX** Improve Housing Stock

### Funding Need

*(Check all that apply)*

- New program
- XX** Existing program
- Public Service
- Capital Improvement
- Other (describe) \_\_\_\_\_

Please use the space provided on this cover page rather than an attachment to respond to the following:

Fifty-word summary description of the project:

Newsletter Expenses: This is a communication tool that helps to educate neighbors and strengthen the neighborhood.

Office Expenses: Phone, postage, copying, supplies, and webpage domain.

Coordinator Salary: Helps to maintain ONA's presence in the neighborhood. Of particular importance is the Coordinator's role as a liaison between the neighborhood and the City of Lawrence / University of Kansas. The Coordinator is responsible for production and distribution of the newsletter.

## City of Lawrence CDBG/HOME Programs Grant Application

### I. Cover Sheet

Please use this cover sheet as the first page of your proposal. No cover letters, please.

Agency Name: Oread Neighborhood Association  
 Mailing Address: P.O. Box 442065 – Lawrence, KS 66044  
 Program Address, if different than above: \_\_\_\_\_  
 Contact Name: Jodi Wentz Phone: (785) 842-5440  
 Contact Title: Coordinator  
 E-mail (required) : jodi@sunflower.com Fax : ( ) None  
 Date : December 01, 2008

Mission of organization:

The Lawrence Community Garden, located in the Oread Neighborhood, is a place that helps to build a sense of community and makes use of what would be an otherwise vacant lot to provide an urban green space that contributes to the beauty of the neighborhood. Those who share the responsibility of tending the garden meet neighbors, forge friendships and learn useful gardening skills. The garden provides opportunities for lower-income families to put nutritious and less expensive food on their dinner tables.

### II. Project Information: #2 – Community Garden Water Meter / Hydrant

Requested \$1,260.00 Request is 100 % of project budget and 9 % of agency budget.

#### Attachment Checklist

- Department approval, if applicable
- List of officers and board members and their principal occupations (one per agency)
- Most recent annual report and (one per agency) financial statement
- Budget for proposed project, including revenues and expenses (one per project)

#### Project Type

*(Check all that apply)*

- Strengthen Neighborhoods
- Movement to housing
- Emergency Assistance
- Affordable Housing
- Housing Counseling
- Home Ownership
- Improve Housing Stock

#### Funding Need

*(Check all that apply)*

- New program
- Existing program
- Public Service
- Capital Improvement
- Other (describe) \_\_\_\_\_

Please use the space provided on this cover page rather than an attachment to respond to the following:

Fifty-word summary description of the project:

Due to the loss of a reliable water source from an adjacent residence, water is being hauled to the garden and is stored in 50-gallon barrels. Installation of a water meter/pit and a frost-free pump handle locking hydrant will improve the maintenance and care of the garden.

## City of Lawrence CDBG/HOME Programs Grant Application

### III. Narrative

1. What is the situation, problem or opportunity this grant will address?

#### Neighborhood Association

The Oread neighborhood is an older, highly transient neighborhood, with an increased potential for environmental and structural blight. Ongoing efforts to sustain and improve the neighborhood require close collaboration with the City of Lawrence and the University of Kansas. Much of the Oread Neighborhood Association's (ONA) work is accomplished through the organization acting as an advocate for the neighborhood. The *Oread Neighborhood Association Newsletter* keeps residents / property owners informed about current issues being addressed by the neighborhood association. These groups are also made aware of their rights and responsibilities as citizens of Lawrence. The association has provided a mechanism to encourage compliance with and enforcement of city codes. Advocacy efforts are important to past and current improvements in public safety, quality of life and neighborhood stability.

#### Community Garden

Installation of a water meter/pit and a frost-free pump handle locking hydrant will improve the maintenance and care of the garden.

2. How will this grant support the mission of the organization?

#### Neighborhood Association

The association serves as a liaison between Oread residents / property owners and city offices reporting concerns about noise, trash, environmental blight, overall neglect of properties, etc. ONA's newsletters educate residents about matters of neighborhood integrity and help build a sense of community among residents who frequently move. The newsletters inform residents of projects, upcoming events, neighborhood activities, neighborhood challenges, resident rights and responsibilities, and provides public service information. The newsletters notify residents about the availability of weatherization funds and housing programs available through the City of Lawrence.

During the last fiscal year, from August 2007 through July 2008, the following ONA accomplishments have benefited the neighborhood:

- In September 2007 representatives from Planning and Development Services talked with neighbors about zoning, over occupancy concerns, boarding houses, parking, updating the neighborhood plan, and other related concerns affecting Oread.
- The neighborhood held a study session with the Lawrence City Commission in November 2007 to discuss structural and environmental blight concerns. Notable positive outcomes from that meeting include implementation of an enhanced trash ordinance which will help to reduce environmental blight conditions throughout the city of Lawrence and progress towards implementation of rental registration in multi-family zoned neighborhoods.
- ONA's annual neighborhood clean-up brought together residents and property owners to participate in the care of the neighborhood.

## City of Lawrence CDBG/HOME Programs Grant Application

- Follow-up has continued on structurally blighted properties that were reported to the city in December 2005:
  - 1232 Louisiana: Demolition of the structure on this property was approved with conditions by the City Commission in August 2008. A positive outcome from this decision is that no building permit will be issued until an updated Oread Neighborhood Plan has been approved by the City Commission. The existing plan was originally adopted by the Lawrence / Douglas County Planning Commission in March 1979.
  - 1043 Indiana (KU property): Approval has been secured from the Kansas Legislature to sell this property to the public, hopefully preserving the existing housing stock. An alternative was to demolish the house and replace it with parking.
- A walking blight survey has been initiated. A total of 312 Oread properties have been surveyed and of those, 104 include one or more items that are identified as 'very poor' or 'poor.' Properties that have 'very poor' condition ratings will be considered high-priority. Ultimately, this initiative will enhance stability in the neighborhood and improve housing stock.
- Community out-reach information about crime, graffiti, noise, house parties, and good neighbor ordinances are included in quarterly newsletters.

Without CDBG funds, continued operation would be difficult. CDBG assistance is critical to achieving neighborhood goals and addressing neighborhood needs. ONA provides additional funding to cover expenses that exceed CDBG funding. ONA activities increase the stability, integrity and cohesion of the neighborhood, which in turn helps strengthen the neighborhood and improve neighborhood quality of life.

### Community Garden

The addition of a reliable water source will ensure that the availability and services of the garden will continue without interruption.

3. How many people will be served by this grant and what percentage are low-moderate income (describe method of verification)?

### Neighborhood Association

Population of Oread Neighborhood: 4,749 (City of Lawrence 2007 Action Plan).  
Percentage of Low-Moderate Income: 78% (City of Lawrence Annual Performance Report - Aug 2006 thru July 2007)

### Community Garden

The garden currently has 10 plots that serve 15-20 lower-income participants. Local community gardens also have a produce give-away and delivery system providing fresh produce to various food pantries in town.

4. What resources are currently available to dedicate to the project, including staff, volunteers, existing funds and community partners?

## City of Lawrence CDBG/HOME Programs Grant Application

### Neighborhood Association

There is one paid staff member. This is a part-time Coordinator, salary funded by CDBG, who works approximately 12 hours per week. All other manpower is provided solely by volunteers.

### Community Garden

All work is provided solely by participants who use the garden at no cost.

5. How is this approach to the issue unique or collaborative and what gives it a high likelihood of success?

### Neighborhood Association

Because the Oread Neighborhood Association works closely with the City of Lawrence and the University of Kansas when neighborhood issues arise, these collaborative efforts have a high likelihood of success. This is because all interested parties are involved in clearly identifying a problem and working towards a solution. Complaints / concerns are addressed in a proactive, rather than reactive, manner with this approach.

### Community Garden

Having an on-site, readily available source of water will ensure the success of the garden. This is particularly important during the hot summer months.

6. How will success be measured and how will you continue to fund this project once grant funds are expended?

### Neighborhood Association

During the 2009-2010 grant year, success will be measured by achievement in implementing the neighborhood plan and an overall reduction in blight throughout the neighborhood. This is accomplished by routinely discussing efforts to retain existing housing stock and address blight related issues at each monthly neighborhood meeting.

Topics include:

- Follow-up on specific properties that have been identified as structurally blighted,
- Discussions of proposed demolitions and how these might affect the overall integrity of the neighborhood,
- Density concerns such as over-occupancy, requests for parking variances, and conversion of single-dwelling residences to boarding house status, etc.

The potential for increased density can compromise existing housing stock as properties are converted to high-occupancy rentals. Without the ongoing efforts of the neighborhood association, this trend could result in an overall chronic state of disrepair and overcrowding in Oread.

The neighborhood will continue the walking blight survey to identify structurally blighted properties in Oread. A property condition map, obtained from the County Appraiser office, will also be used to identify potentially blighted properties. The neighborhood plans to seek the expertise of city staff to identify how to proceed with the property condition information that has been gathered.

## City of Lawrence CDBG/HOME Programs Grant Application

The neighborhood will hopefully have adopted a new neighborhood plan during 2009; the city has already begun the base maps needed for this initiative. This will be a significant effort for the neighborhood during the upcoming year and will ultimately provide a means for managing future development in the neighborhood.

### Community Garden

Installation of the meter/pit and water pump will serve as the measurement for success. Gardeners will divide the cost of the water bill and a check will be written from the community garden account after CDBG funds have been expended.

7. What is the organization's timeline for achieving the objectives of the grant?

### Neighborhood Association

Fostering, nurturing and supporting a strong neighborhood is an ongoing effort.

### Community Garden

The preferred timeline for installation of the meter/pit and water pump is spring 2010.

8. What other funding sources have been approached and what have the responses been?

### Neighborhood Association

Additional funding for the Oread Neighborhood Association is generated from membership contributions and newsletter advertising sales. In each quarterly newsletter, residents, property owners, and other interested parties are encouraged to make a donation to the organization. Advertising income from newsletters totals approximately \$200 per issue.

### Community Garden

Other funding sources have not been approached.

9. Describe the agency philosophy and practices regarding recycling and other "green" practices.

### Neighborhood Association

The neighborhood newsletter is used as a resource to educate Oread residents about ways to handle yard waste and recycling services available in the community. Links are provided to the City of Lawrence Waste Reduction & Recycling site at <http://www.lawrencerecycles.org>. Recyclable lawn and leaf bags are used during the annual neighborhood cleanup.

Beginning in January 2009, city offices will receive electronic PDFs of the neighborhood's newsletter instead of printed copies. This will result in a reduction in printing and potential waste.

### Community Garden

Waste material generated by the garden is used for composting.

**City of Lawrence CDBG/HOME Programs  
Grant Application**

**IV. Required Attachments**

1. City department approval, if project will require work with or by other City departments.

COMMUNITY GARDEN PROJECT

**From:** "Dee Dee Commons" <dcommons@ci.lawrence.ks.us>  
**To:** <jodi@sunflower.com>  
**Subject:** 921 Mississippi  
**Date:** Thu, 17 Jul 2008 14:30:16 -0500

Hi Jodi, our supervisor went to the lot to see if there was still a "meter pit" for the water meter and could not find one. Bottom line is that we will have to install a new pit. ***The cost for the pit and meter will be \$435.00.*** Please let me know if there is anything else I can help with.

Dee Dee Commons, Admin. Support III - dcommons@ci.lawrence.ks.us  
Utilities Department | City of Lawrence, KS <<http://www.lawrenceks.org/>>  
P.O. Box 708, Lawrence KS 66044  
office (785) 832-7864 | fax (785) 832-7806

**City of Lawrence CDBG/HOME Programs  
Grant Application**

2. List of officers and board members and their principal occupations.

**OREAD NEIGHBORHOOD ASSOCIATION  
Board of Directors**

<b>Office / District</b>	<b>Name</b>	<b>Principal Occupation</b>
President / District 2	Jerry Stubbs	Technical Support Technician
Vice President / District 2	Candy Davis	Counselor
Secretary / District 4	Beth Reiber	Editor
Treasurer / District 3	James Dunn	Landlord
District 1 Representative	Ann Blackhurst	Retired
District 2 Representative	Rene Diaz	Professor
District 3 Representative	Kyle Thompson	Newspaper Distribution
District 4 Representative	Carol von Tersch	Retired
District 5 Representative	Marci Francisco	Space Analyst / Kansas Senator
District 6 Representative	Christy Kennedy	Self-employed typesetter/editor
<b>At Large Members</b>		
District 3	Ellie Lecompte	Property Owner
District 4	Charity Grace	Retired

**City of Lawrence CDBG/HOME Programs  
Grant Application**

3. Most recent annual report and financial statement.

**ANNUAL REPORT AND FINANCIAL STATEMENT**

**OREAD NEIGHBORHOOD  
INCOME/EXPENSE  
8/01/2007 TO 7/31/2008**

<b>INCOME</b>	
CDBG Public Services	\$12,231.00
Memberships	448.00
Advertising Income	730.00
Interest Income	11.70
	-----
<b>TOTAL INCOME</b>	<b>\$13,420.70</b>
<b>EXPENSES</b>	
Dues	25.00
Employee Expenses	7,800.00
General Mtg Exp	55.00
Gifts & Contributions	125.00
Newsletter	3,878.06
Office	875.83
	-----
<b>TOTAL EXPENSES</b>	<b>\$12,758.89</b>
<b>OVERALL TOTAL</b>	<b>\$ 661.81</b>

**OREAD NEIGHBORHOOD  
ACCOUNT BALANCES  
7/31/2008**

<b>Bank Accounts</b>	
Cap Fed Interest Checking	6,782.59
Cap Fed Non-Interest Checking	662.74
FSCU-Regular Share Acct	11.38
FSCU-Special Share Acct	2,927.97
	-----
<b>TOTAL Bank Accounts</b>	<b>\$ 10,384.68</b>

**City of Lawrence CDBG/HOME Programs  
Grant Application**

4. Project Budget.

**CDBG FUNDING  
Expenses**

**PROJECT #1: Neighborhood Association Expenses**

Newsletters (3 @ \$1,082 each) .....	\$3,246.00
Telephone (Local service only @ \$37.00/month) .....	\$444.00
Office Expenses .....	\$281.00
Photocopying (\$141), Postage (\$65), Supplies (\$75)	
Webpage .....	\$40.00
Coordinator Salary .....	\$6,864.00
\$11.00 / hour x 12 hours per week x 52 weeks/year	
Employer Costs (Social Security @ 7.65% of gross) .....	\$525.00
Less Expenses to be Paid by ONA .....	(\$880.00)
 Total for Project #1 .....	 \$10,520.00

**PROJECT #2: Community Garden Water Meter / Hydrant  
Capital Improvement Project**

Install Pit and Water Meter (city) .....

\$435.00

Koehler Plumbing Inc.  
Mike Koehler, Licensed Master Plumber, 842-8600

Labor (4 hours @ \$75/hr) .....	\$300.00
Backhoe Rental .....	\$300.00
Woodford Hydrant .....	\$125.00
Materials (Copper Pipe, Connector, Misc).....	\$100.00

Total for Plumber .....

\$825.00

Total for Project #2 .....

\$1,260.00

\* Letter from property owner giving permission for the installation is forthcoming per phone message received from Mr. Michael Messina, Attorney.

**TOTAL CDBG FUNDED EXPENSES..... \$11,780.10**

**City of Lawrence CDBG/HOME Programs  
Grant Application**

**OREAD NEIGHBORHOOD ASSOCIATION FUNDING**

**Expenses**

Gifts & Contributions .....	\$ 125.00
Neighborhood meeting expenses..... (Supplies, food, entertainment, rental expenses)	\$ 75.00
Neighborhood Cleanup Expenses.....	\$ 30.00
Lawrence Association of Neighborhoods Dues.....	\$ 25.00
Blight Survey .....	\$ 35.00
Non-CDBG Funded Operating Expenses* .....	\$ 880.00
<b>Total ONA Funded Expenses .....</b>	<b>\$1,170.00</b>

**Income**

Membership income .....	\$560.00
Advertising Income .....	\$600.00
Interest Income .....	\$10.00
<b>Total Non-CDBG Income .....</b>	<b>\$ 1,170.00</b>

*CDBG BY 2008 ONA Allocation	Projected Operating Expenses BY2008	Total Expenses Exceeding CDGB Allocation
\$9,901.00	-\$11,400.00	\$1,499.00

Oread Neighborhood Association • Lawrence, Ks. 66044



October 10, 2008

Michael Messina  
Attorney  
111 W 75<sup>th</sup> Street  
Kansas City, MO 64114-5734

Dear Mr. Messina:

I am writing on behalf of the Oread Neighborhood Association, Lawrence Kansas. The neighborhood would like to submit a capital improvement project on their Community Development Block grant application that will be due on December 01, 2008. Details about the proposed project are included in the attachment.

The neighborhood will need to include a letter with the grant application from the property owners of 921 Mississippi giving permission for installation of the water meter. According to information received from the Douglas County Appraiser's office, Ronald Oswald and Joan Crow are the property owners and your address is listed as the contact. Could you please relay the neighborhood's request for endorsement to the property owners? To keep things simple, they could make a notation on this letter stating their approval, or disapproval, with a signature and date. A self-addressed, stamped envelope is included for their use. Alternatively, they could send their communication via e-mail to my address at [jodi@sunflower.com](mailto:jodi@sunflower.com).

If there are any questions or concerns about this proposal, I can be contacted during normal working hours at 785-864-8841 or at the e-mail address provided above. I look forward to hearing from you or the property owners soon.

Sincerely,



Jodi Wente  
Oread Neighborhood Association Coordinator

Installation of Water Meter is approved.

