



Agenda Item Report

City Commission - Oct 17 2023

Department

City Manager's Office

Staff Contact

Brandon McGuire, Assistant City Manager

Recommendations

Consider authorizing the City Manager to execute Addendum No. 1 to the 2023 Lawrence Community Shelter Funding Agreement, in the amount of \$150,000, and approve a corresponding amendment to the 2023 Adopted Budget for the use of General Fund balance.

Executive Summary

Lawrence Community Shelter faces a mid-year operating budget deficit and will not be able to sustain operations without additional funding. The City provided \$296,000 year-to-date through its Special Alcohol Fund agreement with LCS. Additional intergovernmental passthrough grant funding has also been distributed to LCS, along with funds from Douglas County's \$296,000 funding agreement with LCS.

The recommended Addendum no. 1 to the LCS funding agreement provides \$150,000 from the City's General Fund balance. This funding should sustain LCS' emergency sheltering services through year-end 2023. Addendum No. 1 establishes some requirements in addition to the 2023 base funding agreement, including entering clients' data on the County's By-Name List, maintaining minimum capacity of 100 beds per night, provision of day services and meals to clients, and support of additional emergency sheltering programs.

Alignment to Strategic Plan

Strong, Welcoming Neighborhoods

Fiscal Impact

The fiscal impact to the City is a \$150,000 net increase compared to the 2023 Adopted Budget. This item was not in the 2023 General Fund budget.

The funding is necessary to sustain Lawrence Community Shelter operations through the end of the 2023 Fiscal Year due to a mid-year budget deficit.

Action Requested

Authorize the City Manager to execute Addendum No. 1 to the 2023 Lawrence Community Shelter Funding Agreement, in the amount of \$150,000, and approve a corresponding

amendment to the 2023 Adopted Budget for the use of General Fund balance.

Previous Agenda Reports:

[April 4, 2023 Consent Agenda Item D9 e](#)

Consider authorizing the 2023 Special Alcohol Fund allocations as listed, and authorize the City Manager to execute the attached agreements with each agency, and amend the 2023 budget as necessary.

ACTION:

Authorize the 2023 Special Alcohol Fund allocations as listed, authorize the City Manager to execute the attached agreements with each agency, and amend the 2023 budget as necessary.

[Agenda Item Report 23-235 - Pdf](#)

Attachments

[2023-0420 Agreement for Use of Special Alcohol Funds-Lawrence Community Shelter](#)

[2023 LCS Funding Agreement Addendum No. 1](#)

[Public Comment - Added 10/17/23](#)

Request for City Manager's Signature

Please complete this form and attach it to any contracts, agreements, etc. which need the city manager's signature.

Brief description of document (must include Project and/or Grant number if applicable):

2023 Special Alcohol Funds written agreements. Requisitions will be entered into Tyler ERP the week of 4.17.2023 Funding is the city's Special Alcohol Fund and is not a federal or state grant.	Bert Nash - \$573,141 CGS \$296,000 Willow \$12,194 CareCtr: \$17,152.00
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PLEASE ROUTE IN THE ORDER LISTED:

Document sent by: Dani Walters

Department: PDS

Please return to: Dani Walters

Return by (date): As soon as complete

Does this document require City Commission approval? Yes

Date of City Commission approval: 04.04.2023 (Consent Agenda item D.9(e))

Does this have an Accounts Receivable Item? —

CITY ATTORNEY'S OFFICE REVIEW: RFL APRIL 17, 2023

FINANCE DEPARTMENT REVIEW: EP 4/17/2023

Finance notes: digital copy

CITY CLERK'S OFFICE REVIEW: SLP 4/17/23

CMO OFFICE REVIEW: 4/20/23 umh

PO/Contract and Change Order number (if needed) _____

ORG.FUND OBJECT CODE PROJECT STRING
 (more than one, please attach another sheet with all codes needed)

202.0604 301702 N/A

Encumber \$ TBD from Reqs **Retainage:** Yes No

**AGREEMENT FOR THE USE OF CITY
SPECIAL ALCOHOL FUNDS**

THIS AGREEMENT FOR THE USE OF CITY SPECIAL ALCOHOL FUNDS is made this 20th day of April, 2023, by and between the City of Lawrence, Kansas, a municipal corporation, and The Lawrence Community Shelter, a Kansas not for profit corporation.

RECITALS

- A.** On July 12, 2022, the City Manager released the proposed 2023 budget with the intent of funding of Homeless and Housing Initiatives stating:

As we engage in this work, we advise focusing City resources on three specific outcomes: 1. Homeless Response and Services/ Outreach, 2. Emergency Sheltering, and 3. Support for Housing availability and solutions. To support this focus, the proposed budget consolidates previous outside agency funding (General Fund and Special Alcohol Funds) for programs that advance our goals in these three areas.

- B.** At its September 6, 2022, regular meeting, the Governing Body authorized the City of Lawrence 2023 budget *via* Resolution No. 7448. The adopted budget provided that \$843,000 in Special Alcohol Funds be allocated to the above-noted Homeless and Housing Initiatives. These funds are in addition to the 2022 roll-over amount of \$216,042 for a total of \$1,059,042.
- C.** Following the direction of the Governing Body in its 2023 budget, City staff recommended that, under the Homeless and Housing Initiatives, the City fund The Lawrence Community Shelter, a Kansas not for profit corporation ("Grantee"), General Shelter Operations ("Project")(a copy of the Scope of Work is affixed hereto as Exhibit A and is incorporated herein by reference), whereby Grantee would receive from the City a grant from the Special Alcohol Fund in the amount of \$296,000.
- D.** In making this grant, the Governing Body finds that the appropriation of City Special Alcohol Funds for the proposed use complies with City of Lawrence, Kan., Charter Ord. No. 33 (Apr. 21, 1998).
- E.** Under Resolution No. 7373, a joint City-County Resolution addressing homelessness, Grantee has agreed, as a condition of funding, to participate in the Coordinated Entry process, the Homeless Management Information System (HMIS), and the Annual Point in Time homeless count.

- F.** This Agreement, as approved by the Governing Body, grants to Grantee the sum of \$296,000 for completion of a portion of the Project, subject to Grantee's execution of this Agreement and compliance with its terms.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

TERMS

SECTION 1. Grant of Funds. As consideration for the services provided by Grantee's performance of the Project, the City hereby grants to Grantee the sum of **TWO HUNDRED NINETY-SIX THOUSAND DOLLARS AND NO CENTS** (\$296,000).

SECTION 2. Grantee's Covenants.

- (a)** As consideration for the receipt of the grant of funds, Grantee agrees and covenants that it will expend said funds in accordance with:
 - (i)** All applicable federal, state, and local laws; and
 - (ii)** The recommendation of the City Manager, as approved by the Governing Body, which provides that said funds will be used to complete Grantee's Project outcomes.
- (b)** Grantee also agrees to comply with the requirements of Resolution No. 7373 (affixed hereto as Exhibit B and incorporated herein by reference) and accordingly, as a condition of funding under this Agreement, agrees to participate, to the largest extent possible with respect to this Project, in the Coordinated Entry process, the Homeless Management Information System (HMIS), and the Annual Point in Time homeless count.

SECTION 3. Disbursement of Funds.

- (a)** Grantee shall, in writing, request the disbursement of funds on Grantee's official letterhead.
- (b)** Unless otherwise agreed to in writing, requests shall be submitted no more than twice a year.
 - (i)** A request for fifty percent (50%) of Grantee's total allocation shall be submitted on or after April 15, 2023.

- (ii) A request for the remaining fifty percent (50%) of Grantee's total allocation shall be submitted on or after October 1, 2023.
- (c) The first one-half (or 50%) of Grantee's total allocation will be disbursed to Grantee no earlier than April 15, 2023, and the second one-half (or 50%) of Grantee's total allocation will be disbursed to Grantee no earlier than October 1, 2023.
- (d) In accordance with the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.*, the City retains the right to unilaterally adjust the amount of the disbursement if the Governing Body determines that insufficient public funds exist to fully fund Grantee at level set forth in this agreement.

SECTION 4. Reporting Requirements.

- (a) Grantee shall deliver three reports to the City's Housing Initiatives Division, based on quarters as defined in Exhibit C (which document is affixed hereto and is incorporated herein by reference). Said reports shall be due to Housing Initiatives Division on or before the following dates:
 - (i) **July 15, 2024 (covering the first two quarters);**
 - (ii) **October 15, 2024;** and
 - (iii) **January 15, 2024.**
- (b) Grantee shall deliver a final cumulative report to the Governing Body at the completion of the Project, which shall outline what was accomplished with the outlay of City funds. **The final report shall be due February 15, 2024.**
- (c) Grantee's final report shall be in alignment with the City's Strategic Plan (a copy of the City's Strategic Plan is affixed hereto as Exhibit D and is incorporated herein by reference) and reference the Service Expectations outlined in Exhibit A.
- (d) Grantee agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds.

SECTION 5. Retention and Access to Records.

- (a) Grantee will give the City or any other authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.
- (b) Grantee shall keep financial records and all other records pertaining to the Project being funded for a minimum of three (3) years after the termination of this Agreement.
- (c) The City may, at its sole option, conduct an audit related to this funding agreement.
- (d) Grantee shall, upon the City's request, promptly make its records available for the City's review.

SECTION 6. Withholding of Payment. The City shall retain the authority to withhold any and all payments to Grantee if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

SECTION 7. Term. This Agreement, unless terminated earlier, will terminate upon Grantee's delivery of the final report or upon the joint agreement of the parties, whichever occurs earlier.

SECTION 8. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) Grantee agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.*, and Chapter 10 of the City Code, as amended, and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, disability, or gender identity.
- (b) In all solicitations or advertisements for employees, Grantee shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) Grantee also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be

required by federal, state, or local governmental agencies in connection therewith.

- (d) If Grantee is found guilty or liable for any violation of the KAAD, the KADEA, the ADA, or Chapter 10 of the City Code by the KHRC or any body having jurisdiction, then Grantee shall be deemed to have breached the present Agreement and the City shall have cause to terminate this Agreement.

SECTION 9. Indemnification. Grantee agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, as the result of personal injury, property damage, or other harm caused to a third party by Grantee's breach of this Agreement or by Grantee's negligence, recklessness, or willful misconduct in performing under this Agreement.

SECTION 10. Entire Agreement.

- (a) This Agreement, including Exhibits A-D, represents the entire and integrated agreement between the City and Grantee and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Agreement may be amended only by a written instrument signed by both the City and Grantee.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties.

SECTION 11. Assignment. This Agreement is non-assignable by Grantee or by the City.

SECTION 12. Authorizations. Each person executing this Agreement in behalf of the City and Grantee hereby represents and warrants that said person has the authority to bind said person's respective party hereto and that all acts requisite to confer authorization to enter into this Agreement have been taken and completed.

SECTION 13. Independent Contractor. In no event, while performing under this Agreement, shall Grantee, its officers or principal, its employees, its agents, its subcontractors, or its vendors be deemed to be acting as an employee or as employees of the City; rather, Grantee, its officers or principal, its employees, its agents, its subcontractors, and its vendors shall be deemed to be an independent contractor or independent contractors. Nothing expressed herein or implied herein shall be construed

as creating between Grantee and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

SECTION 14. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or by other electronic means is as effective as a manually executed counterpart of this Agreement.

SECTION 15. Exhibits. Exhibits A, B, C, and D to this document are hereby incorporated into this document and made a part of it as if set forth in full.

SECTION 16. Captions. The Captions of this Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Agreement or its terms.

SECTION 17. Recitals. The recitals set forth at the beginning of this Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 18. Governing Law. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 19. Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Use of City Special Alcohol Funds to be executed as of the date noted above.

CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation



CRAIG S. OWENS
City Manager

GRANTEE:
THE LAWRENCE COMMUNITY
SHELTER, a Kansas not for profit
corporation

Signature: Melanie J. Valdez

Printed Name: Melanie J. Valde

Title: Interim Executive Director

Exhibit A
City and County Joint Expectations 2023

I. Data:

- a. LCS agrees to remain compliant with the Kansas Balance of State Continuum of Care's Policies & Procedures and all related HMIS agreements. LCS will enter all required data into the HMIS system as outlined by the HMIS Data Quality Plan for each eligible program or participant.
- b. LCS will actively participate in, maintain records for, and share data to support the Built for Zero initiatives and the city/county strategic plan to end homelessness.

II. Partnering:

- a. In an effort to promote a strong wraparound approach to meet the needs of those experiencing homelessness in the community, LCS agrees to promote collaborative partnerships and open communication with all relevant entities and agencies including, but not limited to:
 - i. Local, State, and Federal Government
 - ii. Bert Nash
 - iii. Heartland RADAC
 - iv. Lawrence Douglas County Housing Authority
 - v. Housing Stabilization Collaborative
- b. LCS agrees to actively participate in collaborative meetings such as the Housing and Homelessness Stakeholders group, coordinated entry system meetings, and case coordination.

III. Operational Objectives:

- a. Emergency Shelter Services:
 - i. Lawrence Community Shelter (LCS) will maintain the total shelter capacity at a minimum of 50 individuals daily regardless of program or funding source.
 - ii. Due to limited resources and service capacity, LCS agrees to prioritize admission to individuals who present with higher level vulnerabilities (to include chronic homelessness) and who report a historical connection to Douglas County, KS (this could include prior residential connection, service provider connection, and/or supports within the area).
 - iii. LCS agrees to work in coordination with Sheriff's Reentry case management staff to offer services for up to 2 individuals at any given time. These individuals must meet the eligibility requirements of Category 1 or 4 homelessness according to HUD and be actively participating in the Douglas County Sheriff's Reentry program. These services are intended to assist the individuals with transitioning into the community. For a period of 3 days, LCS staff will assess and determine priority for the housing focused program based upon client needs and vulnerabilities. If housing focused services are not available at that time, night by night services will be offered and the individual will be put on the housing focused program waitlist. LCS staff agrees to coordinate care with Sheriff's Reentry case management staff to meet client needs while receiving services at LCS. The Sheriff's Reentry case manager will be responsible for completing care

coordination and case management responsibilities for these guests. These individuals are included in the minimum shelter capacity of 50.

- iv. Eligible clients must not be currently barred from services and be able to provide their own self-care (Activities of Daily Living) and navigate the building without assistance unless this is due to a disability in which reasonable accommodations can be made.
 - v. LCS will follow epidemic or pandemic response protocols in consultation with Lawrence Douglas County Health Department. It is understood that community or congregate shelter protocols may impact the shelter capacity. In that event, LCS will inform the City and County of the altered sheltering plan as soon as implemented.
- b. Housing Navigation and Stabilization Services:
- i. LCS will work with the City and County to identify funding through ESG, CoC, or other sources to maintain housing navigation and stabilization services to assist in supporting collaborative housing objectives including Homelessness Prevention, housing voucher assistance, landlord identification and communication, Rapid Rehousing and Permanent Supportive Housing.

IV. Monitoring and Reporting:

- a. LCS agrees to complete and submit a quarterly report and then a final report to City of Lawrence Housing Initiatives Division and the County Administrator's Office. Reporting requirements and dates are listed in Exhibit C.
- b. LCS agrees to participate in a semi-annual monitoring review session with a representative from the City HID staff and/or the County Homeless Programs Coordinator. This monitoring will include a file review to determine compliance with this agreement. Monitoring sessions will occur in July 2023 and January 2024.
- c. LCS will accommodate City Housing Initiatives Division and County Administrator's Office staff to visit with shelter leadership to discuss shelter operations. A written request will be provided at least 24 hours in advance.
- d. LCS will agree to notify Housing Initiatives Department (HID) staff and Douglas County Programs Coordinator within 24 hours if a death occurs at the shelter (Staff and/or Client).

CITY RESOLUTION NO. 7373

COUNTY RESOLUTION NO. 21-17

A JOINT RESOLUTION OF THE CITY OF LAWRENCE, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, PERTAINING TO COOPERATION BETWEEN THE CITY OF LAWRENCE ("CITY") AND DOUGLAS COUNTY, KANSAS ("COUNTY") ON THE ISSUE OF HOMELESSNESS

WHEREAS, homelessness is an issue that transcends the municipal borders between the City and County;

WHEREAS, addressing the problems associated with homelessness in Douglas County will take the efforts of the City and County working cooperatively; and,

WHEREAS, it is the purpose and intent of this joint City and County Resolution to express the interest of the City and County to work in collaboration with others in the community for the common good of all to help address homelessness in this county.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS, AND BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

SECTION 1. The above-stated recitals are incorporated herein by reference and shall be as effective as if repeated verbatim.

SECTION 2. The Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, the parties to this joint City-County Resolution, do hereby agree as follows:

The City and County will:

1. Using the Built for Zero methodology and other appropriate methods of assessment, review current City, County and other community providers of homeless service and housing investments to identify existing service gaps and duplicative efforts.
2. Set principles and outcomes that a new system governing homelessness service and housing investment should address.
3. Establish coordinated budget priorities and joint planning efforts to improve services to the City of Lawrence and Douglas County homeless population.
4. Prepare governance recommendations to the City of Lawrence and Douglas County governing bodies regarding annual budget requests or potential system revisions to increase the effectiveness, reach, and efficiency of our countywide homelessness system.
5. Commit to actively participate in the Continuum of Care (COC) and consult with the COC as the city/county considers recommendations for programs and funding related to homelessness.
6. Work to develop a crisis response system which includes emergency housing resources for those who present as homeless; this housing will include access to case management to support the transition to permanent housing.


7. Pursue permanent housing units across the continuum of care range of housing needs (including transitional, permanent supportive, and extremely affordable) as enumerated in the City's Affordable Housing Advisory Board, the Community Health Plan, and the County's Behavioral Health housing investments.
8. Condition funding for homelessness or housing services from City and/or County to entities that participate in:
 - a. Coordinated Entry process
 - b. Homeless Management Information System (HMIS)
 - c. Annual Point in Time homeless count in coordination with the Continuum of Care

SECTION 3. If any section, sentence, clause, or phrase of this joint resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. This joint resolution shall take effect and be in full force and effect immediately following its adoption by the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas.

ADOPTED by the Governing Body of the City of Lawrence, Kansas, this 18th day of May, 2021.

APPROVED:



Brad R. Finkeldei
Mayor


ATTEST:



Sherri Riedemann
City Clerk



APPROVED AS TO FORM:



Toni R. Wheeler
City Attorney

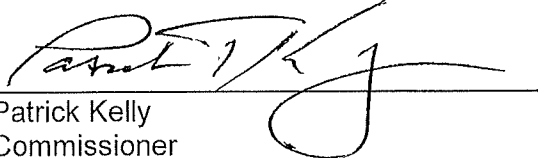
ADOPTED by the Board of County Commissioners of Douglas County, Kansas, this 19 day of May, 2021.



Shannon Britillo
Chair

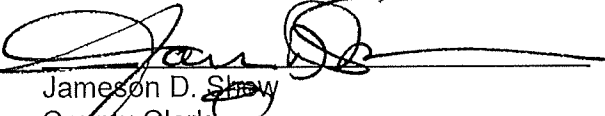


Shannon Reid, Vice-Chair



Patrick Kelly
Commissioner

ATTEST:



Jameson D. Shaw
County Clerk

NOTICE TO PUBLISHER

Publish once and return one Proof of Publication to the City Clerk, one to the City Attorney, and one to the County Clerk.

Exhibit C
City and County Reporting Requirements 2023

LCS will provide quarterly reports and a final annual report to the County Administrator's Office and City Housing Initiatives Division. The reports shall include the following:

1. Provide a summary of the shelter services completed for all programs including number of unique guests served in all programs including the number of individuals served in coordination with Sheriff's Reentry.
2. Provide a summary of the case management services including the number of guests who received assistance with or connection to resources to obtain: SNAP benefits, Medicaid, Social Security Disability, employment assistance, and/or vital documents such as a birth certificate, Social Security Card, State ID or Driver's License.
3. Provide a summary of the housing services completed: referrals accepted through CES, individuals housed through all programs, and any other housing services provided.
4. Number of Referrals to Heartland RADAC Intensive Care Coordination (ICC).
5. Number of Referrals to Mental Health Services (BN HOT, BN ACT, Crises Center, etc.)
6. Number of Referrals to medical Services (Lawrence Memorial Hospital, Heartland Community Health Center, Health Department, etc.)
7. Number of Referrals to Lawrence Douglas County Housing Authority.
8. Number of Referrals to Housing Stabilization Collaborative.
9. Attach any addendums and or changes added/made to the LCS Operational Guide and or Shelter Policies within this past quarter.
10. Attach financial statements for the reporting period.
11. Attach current Board Members and their roles.
12. Attach Shelter Organizational Chart (to include positions, number of current staff, and vacant positions needing filled).
13. Attach HMIS shelter program data for the reporting period including client demographics and bed utilization rate.
14. Attach HMIS housing program data for the reporting period including number of guests served in RRH, number of guests housed through RRH, and average number of days between RRH enrollment to housing.

Reports Due

July 15, 2023 **(First Two Quarters)**

October 15, 2023 **(3rd Quarterly)**

January 15, 2024 **(4th Quarterly)**

February 15, 2024 – Annual Report for the City Commission

RESOLUTION NO. 7359

A RESOLUTION OF THE CITY OF LAWRENCE, KANSAS, ADOPTING THE 2020 STRATEGIC PLAN.

WHEREAS, the City of Lawrence, Kansas (the “City”) has been engaged in updating the 2017 strategic plan since the beginning of 2020; and

WHEREAS, strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization does and why it performs the services and/or programs it does; and

WHEREAS, there are numerous benefits to strategic planning, including: increase effectiveness and efficiency, policy direction related to operational and budgetary priorities, and improve communications and public relations; and

WHEREAS, the 2020 strategic plan is intended to guide the City for the next 3-5 years and be updated at least annually; and

WHEREAS, the 2020 strategic plan includes the vision statement, mission statement, six (6) commitment areas, and five (5) outcomes areas;

WHEREAS, the Governing Body adopted Resolution No. 7344 on October 20, 2020 outlining such strategic plan; and

WHEREAS, the Governing Body determined it appropriate to revise the Infrastructure, Asset Management, and Connectivity outcome to be Connected City on March 16, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

Section 1: Vision Statement. The vision for the City of Lawrence shall be: The City of Lawrence—supporting an unmistakably vibrant community with innovative, equitable, transparent, and responsible local government.

Section 2: Mission Statement. The mission for the City of Lawrence shall be: We create a community where all enjoy life and feel at home.

Section 3: Commitment Areas. The way we do our work is as important as what we do. The community we create is reflected in the decisions we make every day. These are our commitments:

- (a) Community Engagement: *Listen, share, and engage with our community to drive action and build trust in City government.* We invite and welcome all community members to collaborate and innovate with us. Through strong and equitable engagement with our community, we share and receive information about important city services and community life.
- (b) Efficient and Effective Processes: *Intentional and consistent delivery of city services.* We focus on process improvement by working collaboratively to understand needs, research, adapt and develop successful solutions. Trust-worthy processes are the foundation for the delivery of city services.

- (c) Equity and Inclusion. *Fair and impartial delivery of services so that no group is disadvantaged or burdened along with having inclusive representation and participate for all.* Inclusion and racial equity drive the culture of our organization and our community. When we intentionally prioritize race, it can no longer be used to predict life outcomes and outcomes are improved for all. We remove systemic barriers to reconcile historic injustices and their continued presence in our work.
- (d) Sound Fiscal Stewardship: *Efficient use and sustainable management of resources that align with community priorities.* We build and maintain public trust while using our resources to achieve high value. We provide transparent, easy access to relevant, accurate data for budgeting and decision making
- (e) Engaged and Empowered Teams: *People throughout the organization are trusted, supported, and cared for as we build community.* We invest in and cultivate service to community, individual growth, team development, respect, and trust. Our very best is achieved by a diverse, engaged, collaborative, and innovative organizational culture.
- (f) Environmental Sustainability: *A deep respect for our place in relationship with the planet and environment.* We consider the environmental consequences of every decision, big and small, knowing that our actions have impacts beyond our boundaries. We protect and restore our ecosystem to make it healthier and more balanced for future generations.

Section 4: Outcome Areas. To realize our Vision for Lawrence, we endeavor to achieve these important strategic outcomes together:

- (a) Unmistakable Identity: Lawrence is a welcoming community, synonymous with arts, diverse culture, fun, and a quintessential downtown. City parks and community events contribute to the vibrancy experienced by all people in Lawrence.
- (b) Strong, Welcoming Neighborhoods: All people in Lawrence live in safe, functional, and aesthetically unique neighborhoods that provide opportunities to lead healthy lifestyles with access to safe and affordable housing and essential services that help them thrive.
- (c) Safe and Secure: Lawrence is a community where all people feel safe and secure and have access to trusted public and community-based safety resources.
- (d) Prosperity and Economic Security: The City of Lawrence fosters an environment that provides all people and businesses the opportunity for economic security and intentionally acknowledges, removes, and prevents barriers created by systemic and institutional injustice. Our community succeeds because of collective prosperity and a vibrant, sustainable local economy.
- (e) Connected City: The City of Lawrence has well-maintained, functional, and efficient infrastructure, facilities, and other assets. Connectivity supports accessible, sustainable methods for safely moving people and information throughout the community and the region. Investment in these assets reflects the City's commitment to contribute to the well-being of all people.

Section 5: Effective Date. This Resolution shall take effect and be of force from and after its passage by the governing body of the City and approval by the Mayor.

ADOPTED by the Governing Body of the City of Lawrence, Kansas, on this 6th day of April, 2021.

APPROVED:

Bradley R. Finkeldei

Bradley R. Finkeldei, Mayor

ATTEST:

Sherri Riedemann

Sherri Riedemann, City Clerk



APPROVED AS TO FORM:

Toni R. Wheeler

Toni R. Wheeler, City Attorney

ADDENDUM 1

**FIRST ADDENDUM TO AGREEMENT FOR THE USE OF
CITY SPECIAL ALCOHOL FUNDS**

**Between The City of Lawrence, Kansas ("City"), a municipal corporation
and
Lawrence Community Shelter ("Grantee"), a Kansas not for profit corporation**

Dated: October __, 2023

This addendum supplements
AGREEMENT FOR THE USE OF CITY SPECIAL ALCOHOL FUNDS
dated April 20, 2023,
by and between the City of Lawrence, Kansas, a municipal corporation, and Lawrence
Community Shelter, a Kansas not for profit corporation.

RECITALS

- A.** Pursuant to that Agreement for the Use of Special Alcohol Funds, dated April 20, 2023, in exchange for a grant from the City's Special Alcohol Funds in the amount of \$296,000.00, Grantee agreed to provide to the City certain services related to the provision of emergency and temporary shelter for houseless persons with the community.

- B.** The City and Grantee now wish to supplement that Agreement for the Use of Special Alcohol Funds, dated April 20, 2023, through this First Addendum, whereby, in exchange for an additional grant of \$150,000.000 from the City's General Fund, Grantee will provide and guarantee to the City certain additional services related to the provision of emergency and temporary shelter for houseless persons within the community.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

TERMS

SECTION 1. Adoption of Recitals. The above recitals are incorporated herein by reference as if set forth in full.

SECTION 2. Adoption of Agreement for the Use of Special Alcohol Funds. The City and Grantee mutually agree that all terms of the Agreement for the Use of Special Alcohol Funds, dated April 20, 2023, are, unless otherwise expressly modified herein, adopted herein and incorporated herein by reference as if set forth in full and shall be deemed to be contractual in nature.

SECTION 3. Grant of Additional Funds. In exchange for what Grantee shall provide to the City, as set forth in the Agreement for the Use of Special Alcohol Funds and in paragraph 4, *infra*, the City hereby grants to Grantee, from its General Fund, as an additional grant, the sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS** (\$150,000.00).

SECTION 4. Grantee's Covenants. In exchange for the Grant of Additional Funds, Grantee agrees and covenants as follows:

- (a) Grantee will continue to provide to the City those services set forth in the Agreement for the Use of Special Alcohol Funds.
- (b) Grantee will, with the cooperation of its guests, add the names of all guests to the Kansas Balance of State By Name List.
- (c) Grantee will maintain, at all times, total shelter capacity of a minimum of 100 guests, regardless of program or funding source therefor.
- (d) Grantee will -- when outside temperatures are 40 degrees Fahrenheit or below -- increase total shelter capacity in accordance with its Special Use Permit, as amended, and will not, during such inclement weather, discharge any guest experiencing houselessness.
- (e) Grantee will offer day services to all guests, including but not limited to three meals per day.
- (f) Grantee will cooperate with the City of Lawrence, Kansas, Police Department ("LKPD") and will accept referrals from the LKPD so long as the referred guests meet eligibility requirements for Grantee's services.
- (g) Grantee will offer operational support to other emergency and temporary sheltering systems within the City.

(h) Grantee will provide monthly financial statements to the City.

IN ALL OTHER RESPECTS, except as expressly modified herein, the terms and conditions of the Agreement for the Use of Special Alcohol Funds shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this First Addendum to Agreement for the Use of Special Alcohol Funds to be executed as of the date noted above.

**CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation**

CRAIG S. OWENS
City Manager

**GRANTEE:
LAWRENCE COMMUNITY SHELTER,
a Kansas not for profit corporation**

MELANIE VALDEZ
Interim Executive Director

Sandra Fangohr

From: Jamie Price <jamiepricejayhawk@gmail.com>
Sent: Tuesday, October 17, 2023 1:53 AM
To: City Commission Agendas
Subject: Written Public Comment on the 150,000 funding request with stipulations for the LCS.

External Email. Be careful with links and attachments.

- City of Lawrence IT Helpdesk

Dear Mayor Larsen and Commissioners Sellers, Littlejohn, Finkeldei, and Shipley,

I am writing to express my deep concerns regarding the proposed Addendum No. 1, specifically in relation to the allocation of \$150,000. This issue is of paramount importance and necessitates careful consideration. The concerns surrounding this allocation include:

1. **Sustainability**: The memo accompanying the proposal notes that the additional \$150,000 in funding is intended to sustain Lawrence Community Shelter (LCS) services through the end of the year. However, there are concerns about whether this amount will sufficiently cover the budget shortfall for the remainder of the year. City staff, as regular attendees at LCS Board meetings where finances are discussed, are fully aware of the magnitude of this shortfall. It is crucial to address the potential inadequacy of this funding to ensure the shelter's continued operation without interruption.
2. **Past Expenses**: It is essential to acknowledge that the additional funding does not address the outstanding past expenses incurred by LCS. The shelter has faced financial challenges that extend beyond the current year. A comprehensive solution should consider and account for these outstanding financial obligations.
3. **Undefined Services**: The addendum mentions the requirement for LCS to offer "day services," but it lacks specificity about the scope and nature of these services. This lack of clarity raises concerns about the shelter's ability to meet these requirements effectively, especially if adequate funding is not provided.
4. **Resource Burden**: The stipulation that LCS must cooperate with the Lawrence Police Department and accept referrals, provided the client meets the shelter's eligibility requirements, could potentially place a significant burden on the shelter's resources. This may require careful resource management to balance the needs of guests while fulfilling these new obligations.
5. **Emergency Sheltering Responsibility**: The agreement implies that the Lawrence Community Shelter has taken on additional responsibilities for emergency sheltering, which is primarily the responsibility of the City of Lawrence. The funding and support provided should align with this increased responsibility to prevent overburdening the shelter.
6. **Evergreen Requirement**: Of particular concern is the expectation that LCS must provide all of these additional services, even without adequate funding. The evergreen nature of this requirement could lead to financial strain and jeopardize the shelter's ability to meet the needs of the community effectively.

Given these substantial concerns, it is imperative to thoroughly evaluate the proposed allocation of funds and ensure that it addresses the shelter's budgetary shortfalls, both present and past.

The shelter is a critical lifeline in our community, serving some of the most vulnerable members, and it deserves our unwavering commitment to its financial stability.

Thank you for your attention to these pressing matters.

Sincerely,

Jamie Price
Concerned Lawrence Community Citizen and former LCS Board Member
785-218-9389
405 Boulder Street
Lawrence Kansas
66049
jamiepricejayhawk@gmail.com

Sandra Fangohr

From: M Horowitz [REDACTED]
Sent: Tuesday, October 17, 2023 10:01 AM
To: City Commission Agendas
Subject: Lawrence Community Shelter

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- City of Lawrence IT Helpdesk

Dear Mayor Larsen, Vice Mayor Littlejohn, and City Commissioners

Please withhold my street address and email address.

I'm deeply concerned about the planned additional requirements placed on the Lawrence Community Shelter, the long delay in funding, and the fact that these new demands or funding have not discussed with LCS or unhoused folks who need services.

Requiring the shelter to more than quadruple its daytime capacity, add additional pallet shelters and extreme weather emergency capacity on top of that, and provide additional services--before paying them--is cruel. These are not demands that can be met without putting people's lives in danger.

LCS provides a vital service to our community, and should not be operating at deficit in the first place. These demands are harmful. This needs to be a longer, better funded discussion with LCS and the affected community, as does any change in interim or long term directorship.

Your constituents have repeatedly and clearly asked for better services for people who are homeless. This is the exact opposite of that. We need you to keep your promise to serve your community.

Sincerely,

M. Horowitz

[REDACTED]

[REDACTED]

Sandra Fangohr

From: sheryl sanders <sherylsanders49@gmail.com>
Sent: Tuesday, October 17, 2023 11:56 AM
To: City Commission Agendas
Subject: Lawrence Community Shelter

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- City of Lawrence IT Helpdesk

Hello. I'm writing to offer an opinion in regards to the proposed changes at Lawrence Community Shelter. I have so many questions but I believe my main ones would be who's going to pay for this and who's going to staff it? I've worked at the shelter for eight years and in those eight years I think I've seen it all. I was at the shelter when the special use permit allowed for 140 guests. We didn't have enough of anything, not enough staff, not enough beds, not enough food, not enough hygiene, supplies, not enough space. We didn't have it then and we don't have it now. It is my understanding that the \$150,000 that was mentioned is money already owed to LCS not new money. How are we supposed to take more guests, provide three meals a day, staff the facility on money we don't have. It also bothers me that all these plans were made about us without us. Not that it would've changed anything but it would've been nice if someone, anyone would've come out and met with staff at any time. I read what was on the agenda, but what I need to know is what is the plan. How does this work, who pays for it, what's the plan to keep staff and all the additional guests safe? How soon does this happen? At LCS we work incredibly hard to provide excellent services to our guests. We will continue to provide the services to the best of our ability but without funding, without additional staff, and everything else this does not work. Please provide an explanation, please show us a plan, please show us the money.

Respectfully,
Sheryl Sanders
1045 Connecticut St
Lawrence, Ks 66044

Sandra Fangohr

From: Dean R. <deanr18821@gmail.com>
Sent: Tuesday, October 17, 2023 11:58 AM
To: City Commission Agendas
Subject: CC Public Comment 10/17
Attachments: 10_17 City commission - Dean Robinson.pdf

External Email. Be careful with links and attachments.

- City of Lawrence IT Helpdesk

In light of the Lawrence Community Shelter running out of funding, the City of Lawrence has decided to appoint a majority of the board of directors at LCS in exchange for more funding. However, the proposed amount of funding, \$150,000, is a laughable amount of money for the services being requested by the city. LCS would also be required to up the capacity of the shelter to 140, document all residents into a state-ran database, and to allow LKPD to do whatever they want in the shelter. This is an extreme abuse of power by the city in order to continue their campaign of criminalising homelessness. The city should give more funding and resources to LCS if they truly care about those experiencing homelessness, especially if there are no future plans with the Winter Emergency Shelter or tent city in North Lawrence.

Sandra Fangohr

From: Monroe Hanson [REDACTED]
Sent: Tuesday, October 17, 2023 11:59 AM
To: City Commission Agendas
Subject: Fwd: Public comment 10/17

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- City of Lawrence IT Helpdesk

----- Forwarded message -----

From: Monroe Hanson [REDACTED]
Date: Tue, Oct 17, 2023, 11:59 AM
Subject: Public comment 10/17
To: <sriedemann@lawrenceks.org>

Hello,

I am writing about 2 items today.

1. The City of Lawrence should fulfill its promise from March to fund the Lawrence Community Shelter for its increased services since March. The current proposal on the consent agenda tonight does not provide adequate funding for the additional demands the City is requiring. LCS is currently operating at maximum safe capacity with their current staff and space, and cannot safely expand services to the level the city is requiring with a mere \$150,000. \$150,000 is not even adequate to fill the deficit that the shelter has from increasing services per the city's request and verbal agreement in March 2023. Requiring further increase of services without increase in staff and therefore funding will reduce the efficacy of shelter services and LCS's ability to meet the needs of the people they are currently serving. LCS deserves to receive increased funding to continue operating at its current capacity.

2. The City should not disband its Sustainability board. Sustainability is one of only six primary Commitments of the City Commission, and reflects 11 Key Progress Indicators in the Strategic Plan. Lawrence should maintain its commitment to Sustainability in current and future planning.

Sincerely,

Monroe Hanson

Lawrence resident

Please remove my email from the public record.