

**This is a business meeting of the governing body for the City of Herington. There is no implied or expressed right for persons outside the governing body to speak or voice their opinion unless specifically recognized by the chair.**

**Regular Meeting  
October 19<sup>th</sup>, 2021  
5:30 p.m.**

1. Pledge of Allegiance

2. Public Forum

3. Additional Agenda Items

4. Approval of Agenda

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

5. Discuss and Action on Phase 2 of the Wastewater Treatment Plant Improvements

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

6. Discuss and Action on the appointment of a City Commissioner to the Ad-Hoc Firehouse Evaluation Committee

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

7. Discuss and Action on 2022 Employee Benefits Package with BCBS Kansas

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

8. Discuss and Action on Herington Municipal Hospital Board Dissolution Ordinance

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

9. Discuss and Action on the Contract with Confluence for Herington City Lake and Reservoir Master Plan Services

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

10. Discuss and Action on Fowl Ordinance

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

11. Discuss and Action on Creation of a Building Standards Board Ordinance

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

12. Update on the Herington Revitalization Committee

13. City Manager Comments

14. Commissioner Comments

15. Adjourn

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,  
Commissioner Hartman, Mayor Urbanek

**To join the City Commission meetings from your computer, tablet, or smartphone, go to <https://www.youtube.com/channel/UCbvSBw6l4w85XQHsX0S1BXg>** Public Forum Comments can be dropped in the deposit box or emailed to [cityoffice@cityofherington.com](mailto:cityoffice@cityofherington.com).



# THE CITY OF HERINGTON

P.O. Box 31 • 17 North Broadway • Herington, KS 67449

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Telephone: (785) 258-2271

FAX: (785) 258-3552

Herington City Commission

RE: Phase 2 of the Wastewater Treatment Plant

If the City continues to raise sewer user charges at 3.5% annually, the revenue generated over the 20 years would be \$10,268,268. Under this scenario, with a revenue of \$10,268,268 and expenses of \$8,014,027, there would be an excess of  $\$10,268,268 - \$8,014,027 = \$2,254,241$ . If this "excess" is used to repay a 20-year loan, the annual amount available as a loan payment would be  $\$2,254,241$  divided by 20 years =  $\$112,712$ . The current interest rate on a Kansas Department of Health & Environment Revolving Loan Fund loan is 1.33% (as of July 2021 and as published on the KDHE website). With an annual amount of  $\$112,712$  "available" to repay a 20-year loan with an interest rate of 1.33%, a total project cost of  $\$1,967,051$  could be funded. If the City is awarded a  $\$600,000$  CDBG grant to use for wastewater treatment plant improvements along with the loan, a total project of  $\$2,567,051$  could be funded ( $\$1,967,051 + \$600,000 = \$2,567,051$ ). Over the course of twenty years the average rate payer can see an increase on average of  $\sim\$14$  to their sewer bills.

What is asked to be included in the next round of improvements at the wastewater treatment plant are: new, influent pump station with submersible pumps; a mechanical bar screen; aeration basin improvements including new diffusers, some new air piping, and valves, and computerized control logic within the aeration basin; new blowers equipped with VFDs (variable frequency drives); some new piping and valves in the digester; and a new, standby generator.

Cordially,

Branden Dross  
City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO DISBAND AND DISSOLVE THE HERINGTON MUNICIPAL HOSPITAL BOARD OF TRUSTEES PURSUANT TO K.S.A. 14-604, et seq.; AND REPEALING ANY OTHER CURRENT ORDINANCES AND RELATED PROVISIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.**

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

**SECTION 1. HERINGTON MUNICIPAL HOSPITAL AND BOARD OF TRUSTEES.** The City of Herington, Kansas, a city of the second class in the State of Kansas (hereinafter "**City**"), by the power vested in it currently by K.S.A. 14-604, et seq., has previously established an acute care municipal hospital operating pursuant K.S.A 14-604 et seq. and provider based Rural Health Clinics (collectively referred to as the "**Hospital**") with the main campus located at 100 E Helen St. Herington, Kansas 67449.

**SECTION 2. MANAGEMENT.** Management of the Hospital is controlled pursuant to K.S.A 14-604 et seq. by publicly elected Trustees and is governed by the Trustees for the purpose of providing health care services to the residents of the Hospital's service area, which includes residents of City, the Counties of Dickinson, Marion, and Morris, and the surrounding area (hereinafter collectively, the "**Service Area**");

**SECTION 3. TRANSFER TO SUCCESSOR ENTITY.** City and Trustees (hereinafter collectively, "**Transferors**") have elected to dissolve the relationship between City and Hospital, end the terms of the Trustees and transfer ownership, responsibility, and operation in all aspects of the Hospital to the successor entity, the Herington Hospital, Inc., (hereinafter "**HHI**"), a Kansas not for profit corporation, in order to enhance the availability of medical care to all residents of the Service Area and more effectively provide for the medically indigent of the Service Area, subject to the terms, conditions and covenants set forth in a Transition Of Services Agreement previously executed by Transferors and HHI.

**SECTION 4. TRANSITION OF SERVICES AGREEMENT.** Consistent with the mutual promises, covenants, agreements, undertakings, obligations and conditions hereinafter set forth in the Transition Of Services Agreement, the City, pursuant to K.S.A. 14-604 et. seq., desires to disband and dissolve the Herington Municipal Hospital Board of Trustees effective immediately and to absolve each currently serving Trustee of any further duty or obligation undertaken as a Trustee for such Board.

**SECTION 5. HERINGTON MUNICIPAL HOSPITAL AND BOARD OF TRUSTEES DISSOLUTION.** The Herington City Commission, pursuant to K.S.A. 14-604 et. seq. does hereby disband and dissolve, forthwith, the existing Herington Municipal Hospital Board of Trustees by approval and publication of this ordinance, as required by law.

**SECTION 6. HERINGTON MUNICIPAL HOSPITAL ASSETS OF ALL KINDS AN CHARACTER.** Upon dissolution of the Herington Municipal Hospital Board of Trustees, it is acknowledged that all ownership, responsibility, and operation of the former Herington Municipal Hospital, both as to assets and liabilities, of all kinds and character, have been transferred to and held by the successor entity, HHI.

**SECTION 7. STATUTORY AUTHORITY.** The provisions of this ordinance shall remain consistent with K.S.A. 14-604 et. seq. and amendments thereto.

**SECTION 8. REPEAL.** Other ordinances or portions thereof, not expressly identified herein, which are in conflict herewith are hereby repealed.

**SECTION 9. PUBLICATION.** This ordinance shall take effect and be in force from and after its publication once in the official newspaper of the City of Herington, Kansas.

**PASSED AND APPROVED** by the Governing Body of the City of Herington, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED AND SIGNED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debi Urbanek, Mayor

ATTEST:

\_\_\_\_\_  
Megan Lawrenz, City Clerk

SEAL:

September 27, 2021

Branden Dross  
City Manager  
City of Herington  
17 N. Broadway  
Herington, KS 67449

RE: Herington Lake Master Plan

Dear Branden,

Confluence is pleased to provide with the following Scope of Services, Fee and Schedule for the completion of the Herington Lake Master Plan. Our approach is intended to engage the stakeholders, including current and future park visitors, in a transparent and open process that capitalizes on the best ideas to generate community excitement and support and guide future development.

This holistic approach takes into consideration what we currently know about the project, our research to date and knowledge gained by visiting the site, and our team's recent experience with a number of relevant park master planning projects. As you are aware, the Scope has been refined to be efficient, effective, and cost conscious by waiting to complete the Environmental Review, Fisheries Review and Business Plan until funding for development of the recommendations has been identified. What we will accomplish in each task is addressed as follows:

## PHASE 1 - PROJECT RESEARCH & ANALYSIS

### 1.1 KICK-OFF MEETING

An initial meeting with City Staff will be facilitated by Confluence to clearly establish roles and responsibilities; identify project contacts and communication protocols; determine any initial data needs; and verify our proposed schedule of work with confirmed dates for project milestones and deliverables. A key component of this meeting will be to review and confirm the anticipated public involvement process and timing. We suggest that in addition to the City Staff and City Administration we also engage other public agencies, interested individuals and parties representing a wide range of parks and recreation user groups as well as the general public to ensure that the resulting master plan is representative of the needs of the citizens.

### 1.2 DATA GATHERING, SURVEY AND BASE MAPPING

During this task, our Design Team will meet with the City Staff to obtain any relevant base data which is currently available or obtainable in readily usable electronic format. This information will serve as the base for the development of the master plan.

### 1.3 UNDERSTANDING AND RESEARCH

We are aware that the City of Herington takes great pride in the safety, functionality, uniqueness and appearance of Herington Lake and Reservoir. In order to achieve a vision for the future of the area, it is important that the design process include developing a thorough understanding of where this

park fits into the fabric of the City of Herington. This is accomplished by understanding the existing land use surrounding the lake and reservoir, the history of the development of the park and significant cultural elements with the landscape, past and present use of the facilities and the unique aspects the site offers.

#### 1.4 WALK THE PARK WORKSHOP

After completion of the data gathering and base map development, Confluence, City Staff and the Community Advisory Committee (CAC) will “walk the park.” This critical step in the master planning process is designed to provide the opportunity for both the Design Team and the Client Team to gain an in-depth knowledge and understanding of various aspects of the park site. We encourage the Client Team to include individuals involved in all aspects of the park maintenance, operations, and programming. We believe this holistic approach is critical to the success of the master plans.

The group will review the park site, assembling their thoughts and perceptions on existing recreational facilities and structures. Specific notes concerning the conditions of the property and existing facilities will be noted. At the completion of the “walk the park”, the group will assemble to review the thoughts and perceptions developed. This on the ground, active participation, of not only the Design Team but also the client team, provides a wealth of information regarding the existing conditions of the park site and the opportunities to enhance the facility. After completion of the “Walk the Parks Workshop,” the Design Team will assemble the information gathered by the group on an exhibit delineating the opportunities and challenges for development for the park site. This document will identify potential issues and opportunities that the property presents. Elements to be considered include but are not limited to existing facilities and structures; ingress and egress to the site; parking counts and condition; surrounding land use; topography and drainage patterns; natural areas; view-sheds and vistas; and existing vegetation and any maintenance or site concerns. These exhibits will be used at the “park programming workshop (Task 2.2)” to review the site with those participating.

### PHASE 2: MASTER PLANNING

#### 2.1 VISION + GUIDING PRINCIPLES

The Team will work with the City Staff and the Community Advisory Committee (CAC) to define a Vision and Guiding Principles for the master plan. We will facilitate a workshop that engages participants in meaningful dialogue that provides us with an understanding of the priorities of group members, community desires and the personality and functionality that should define the park. Through interactive exercises, we will work with the participants to define a clear and understandable set of five to six interrelated “Guiding Principles” that are supported by the group and will guide the master planning and design process. The Guiding Principles will be visible and utilized throughout the process as a “yard stick” against which critical decision-making will be measured. The intent is that all decisions support the guiding principles in some way. Otherwise, if Principles are compromised, the Vision likely won’t be fully realized.

#### 2.2 PARK PROGRAMMING WORKSHOP

Equipped with a clear vision and strong supporting Guiding Principles, we will work with the City Staff and the Community Advisory Committee (CAC) to define a preliminary program for the park. The program will identify park elements and support structures to be considered during the master planning process. Additionally, the programming process will address possible activities that should be contemplated to ensure that the design supports these activities. The Design Team will gather

representative graphic images of the potential program elements to aid in stakeholder decision-making and preferencing.

### **2.3 COMMUNITY INPUT WORKSHOP #1**

Upon completion of the preliminary program for the park and the gathering of visual preferencing images, the Design Team will lead the Community Input Workshop #1. This workshop is intended to be a discussion to identify and gauge the Community's reaction to possible improvements to existing park infrastructure and facilities as well as activities/programming to be added to each park. Such facilities may include but are not limited to the following:

- Bike and walking trails
- Support structures (picnic shelters, playgrounds, restroom structures, concession building, equipment storage and maintenance, entry features)
- Nature areas and open space
- Beach / Marina facilities
- Community gathering facilities
- Environmental education opportunities
- Day Camp / Retreat Center
- Adventure Sports Programming
- Improvements to existing facilities
- Parking requirements

Upon completion of the discussion of potential program elements, those in attendance will be given the opportunity to prioritize the elements through the use of "Dot Poling" allowing those attending the Workshop to note their preference regarding a variety of images and program elements. By engaging the community at this early stage, a sense of "authorship" is instilled which leads to support for the park improvements moving forward.

### **2.4 OWNER DESIGN CHARETTE**

Following the Community input workshop and armed with the desired program, the Design Team will meet with City Staff for a half day design charette to discuss the various opportunities and establish 2-3 workable concepts that can be further refined for public review and comment in Community Input Workshop #2.

### **2.5 COMMUNITY INPUT WORKSHOP #2**

The Design Team will facilitate a second open public presentation at which the preliminary park concepts will be presented to provide those in attendance the opportunity to provide their input on preferences and desired elements. We will coordinate with the city to determine the desired breadth of exposure for this meeting.

### **2.6 PREPARE A PREFERRED PARK MASTER PLAN AND COST ESTIMATE**

The information gleaned from the Stakeholders and the Community will be summarized and the preferred components of the various concepts will be assembled into one Preferred Alternative for the park. We will further refine the Park Master Plan and develop supporting diagrams, sketches, and character images to illustrate the type, scale and character of the proposed park elements. The Design Team will also prepare a preliminary estimation of probable construction costs. Throughout the visioning and master planning phases our team will provide honest feedback regarding desired



park elements relative to budgetary implications so that City Staff can make informed decisions on the final park master plan. We will work with staff to outline a phasing plan for the park improvements based on the City's long-term funding stream. The Team will discuss the plan with Staff and Stakeholders and make revisions, if necessary, prior to being presented to the City Utilities and other interested parties.

## 2.7 CITY STAFF AND STAKEHOLDERS' PRESENTATIONS

If directed by Staff, the Design Team will present the Park Master Plan to the City Staff and Stakeholders. We will review the planning process to date and present the park master plan and proposed phasing strategy and assist the Staff with answering questions from the Stakeholders.

### FEE

We propose to perform the services described in Scope of Services by Phase as follows:

PHASE 1 - PROJECT RESEARCH & ANALYSIS - \$10,700.00

PHASE 2 - MASTER PLANNING - \$45,000.00

Should the scope of services change, Confluence reserves the right to request an amendment to the maximum fee. Confluence anticipates the reimbursable expenses on this phase of development to be a maximum of \$2,500.00.

### SCHEDULE

Confluence anticipates completion of the above Scope of Services in approximately 6-months. Should the Scope of Services change we reserve the right to adjust the completion schedule.

We look forward to working with you and the Steering Committee on the development of the Master Plan. Should you need any additional information or have any questions regarding this proposal, please don't hesitate to call.

Sincerely,



PJ Novick, ASLA  
Principal  
Confluence  
417 Delaware Street  
Kansas City, Missouri 64105

Offered by:  
Confluence

Accepted by:  
City of Herington



Date: 9/27/21

Date:

DRAFT

Published in the official newspaper on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO AMEND CERTAIN SECTIONS OF CHAPTER II, ARTICLE 1, SECTIONS 2-101 (c), 2-101(i), 2-108 AND TO ADD SECTIONS 2-116 AND 2-117 TO FACILITATE THE REGULATION OF CERTAIN FOWL WITHIN THE CITY LIMITS OF HERINGTON, KANSAS; AND REPEALING ANY OTHER CURRENT ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HERINGTON, KANSAS.**

**SECTION 1.** That Chapter II, Article 1, Section 2-101(c) of the Code of the City of Herington, Kansas, is hereby amended and replaced in its entirety to read as follows:

**2-101 (c)** Animal Shelter (Domestic) means all pens, houses, or fenced enclosures where more than three domestic animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feedlots, barns, coops, or other buildings and enclosures as well as the facility or facilities operated by the city or its authorized agents for the purpose of impoundment or caring for animals under the authority of this chapter or state law.

**SECTION 2.** That Chapter II, Article 1, Section 2-101(i) of the Code of the City of Herington, Kansas, is hereby amended and replaced in its entirety to read as follows:

**2-101 (i)** Fowl means all animals that are included in the zoological class aves, which shall include, but not limited to, chickens, ducks, geese, turkeys, guineas, and pigeons.

**SECTION 3.** That Chapter II, Article 1, Section 2-108 of the Code of the City of Herington, Kansas, is hereby amended and replaced in its entirety to read as follows:

**2-108 NOISY ANIMALS.** The keeping, or harboring of any animal which by loud, frequent and habitual barking, clucking, crowing, howling, yelping, mewling, roaring, or screeching shall disturb the peace of any neighborhood is hereby prohibited and declared to be a public nuisance. It shall be the duty of any person harboring or keeping such loud or noisy animal or animals to abate

the condition, and if he or she fails to do so, the City may abate it by taking up, impounding, and/or disposing of the animal at the expense of the owner.

**SECTION 4.** That Chapter II, Article 1, of the Code of the City of Herington, Kansas, shall be amended to add Section 2-116 in its entirety to read as follows:

**2-116 DOMESTIC ANIMAL SHELTERS; PERMIT REQUIRED; EXCEPTIONS.** It shall be unlawful to operate or maintain a domestic animal shelter in the City without first obtaining a permit from the City. The Police Chief or Animal Control Officer, as designated, shall inspect the premises on which the proposed shelter will be located, and upon a determination by the Police Chief or Animal Control Officer that the proposed shelter does not violate the terms of this article, and upon presentation of the properly completed form and the signatures of the majority of the heads of household within 200 feet of the location of the proposed shelter, consenting to the shelter, the City shall issue a permit which shall be valid for a period of one year. It shall be the responsibility of the person maintaining a domestic animal shelter to renew the permit annually following the same procedure as for the initial permit. All permit a domestic animal shelters shall conform with all other provisions of this article. Veterinary hospitals or municipally operated animal shelters are excluded from this section.

**SECTION 5.** That Chapter II, Article 1, of the Code of the City of Herington, Kansas, shall be amended to add Section 2-117 in its entirety to read as follows:

**2-117 CHICKENS.** The keeping of chickens within the city shall be allowed subject to the following limitations in addition to the provisions of this article:

- (a) The keeping of chicken shall be subject to the provisions of section 2 -117, regarding domestic animal shelters;
- (b) It shall be unlawful to keep any rooster in a domestic animal shelter;
- (c) It shall be unlawful to harbor more than 12 chickens at any one time;
- (d) Nothing contained herein shall exempt any person harboring chickens from complying with all state and local health, sanitation, and zoning laws.
- (e) As used in this section, fowl shall mean those chickens that may be legally owned within the City.

- (f) The maximum total number of chickens allowed to be owned or kept on an individual lot is one animal per 150 square feet of lot size, rounded down, but in no event will the total number of chickens on any lot exceed 12 as noted in this Article.
- (g) It shall be unlawful to keep roosters anywhere within the City.
- (h) In addition to the other requirements of this Chapter that specify standards applicable to the keeping of animals, any person who owns chickens shall provide a coop or other similar shelter and adequate laying boxes, and roosts for the chickens. Such shelter shall be screened or walled in a manner that allows the chickens to be reasonably protected from predators.
- (i) Coops shall be constructed in a manner that is consistent with the requirements of current City Codes applicable to such construction.
- (j) In the event that a coop qualifies as an accessory structure under that code, all requirements regarding placement and setbacks must be met.
- (k) In the event that a mobile coop is utilized, the coop shall be kept in compliance with all City ordinances that apply to the outdoor storage of property.
- (l) The coop shall be kept in a clean and sanitary fashion to prevent the accumulation of waste or any other noxious substance or the presence of vermin.
- (m) Any civil nuisance complaint will be cause for City inspection.

**SECTION 6.** Other ordinance or portions thereof in conflict herewith, are hereby repealed.

**SECTION 7.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

**PASSED AND ADOPTED** by the Governing Body of the City of Herington, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**Signed by the Mayor** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debi Urbanek, Mayor

ATTEST:

\_\_\_\_\_  
Megan Lawrenz, City Clerk

(SEAL)

DRAFT

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO CREATE SUPPLEMENT THE CODE OF THE CITY OF HERINGTON, KANSAS AND ADD A SECTION IN CHAPTER 4, ARTICLE 5, ESTABLISHING A BOARD OF CONSTRUCTION, TRADES, AND APPEALS, AND PROVIDING FOR THE ADMINISTRATION THEREOF, AND REPEALING ANY OTHER CURRENT ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH.

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

**Section 1. FORMATION OF A BOARD OF CONSTRUCTION, TRADES, AND APPEALS.** The City of Herington, Kansas (herein after "City"), hereby establishes a Board of Construction, Trades, and Appeals (herein after "BCTA"). The BCTA will be the centralized point of review and recommendation for the City concerning matters pertaining to the building trades, including amendment of regulations relating to licensure or certification for the building trades, and/or the several uniform constructions/trades codes. The BCTA will be guided in its affairs by a Board of Advisors (herein after "BOA").

**Section 2. BOARD OF ADVISORS AND APPOINTMENTS.** The BOA shall consist of of seven members. One member shall be a certified master or journeyman plumber; one member shall be a certified master or journeyman electrician; one member shall be a certified mechanical master or mechanical journeyman; two members shall be licensed general contractors; two members shall be from the public at large. Members of the board shall be appointed by the Mayor with the approval of the Governing Body. ***The City's appointed engineer or, alternatively, the City's Neighborhood Enforcement Officer shall attend all meetings of the BCTA.*** Members shall be periodically appointed by the Mayor with the majority approval of the City Commission of the City of Herington, Kansas. Each member of the BCTA shall, after initial appointment, serve for a term of three years and until his or her successor is appointed and qualified. Residence within the corporate limits of the City shall not be a specific requirement for appointment, but all members appointed to the BCTA shall have significant ties and contacts with the Herington community. At formation, a certified master or journeyman plumber, a certified master or journeyman electrician, and a certified mechanical

master or mechanical journeyman shall be appointed for initial three (3) year terms; a licensed general contractor and one public at large member shall be appointed for initial two (2) year terms; and a second licensed general contractor and a second public at large member shall be appointed for initial one (1) year terms. All members, after serving their initial appointment at formation, shall be eligible to serve no more than three (3) year terms per appointment, but who may be reappointed for three (3) successive three (3) year terms.

**Section 3. SUPPORT STAFF DESIGNATION.** The BCTA staff, as needed, shall consist of the administrative staff of the City of Herington, Kansas.

**Section 4. ORGANIZATION AND MEETING SCHEDULES OF THE BCTA.**

- A. The BCTA shall elect a chairperson, vice chairperson and secretary, each to serve for a one-year term commencing on initial organization and then running through the end of the following calendar year. The BCTA shall annually elect the noted officers for one terms beginning January 1 and terminating on December 31 of the that year. Meetings of the BCTA shall be held once each quarter or more often at the call of the chairperson. Special meetings shall be at the call of the chairperson upon seventy-two hours' advance notice in writing to all members and to the City's appointed engineer or City's designated representative, and other interested parties. No binding action may be taken, with the exception of recess and adjournment, without the attendance of a quorum. Four members of the BCTA shall constitute a quorum. The BCTA shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating such fact and shall also keep records of its examinations and other official acts. The minutes and reports shall be public records, which shall be filed with the office of the City Clerk.
- B. Members of the BCTA shall serve without compensation.
- C. Three consecutive absences from regular meetings of the BCTA created herein shall be considered prima facie cause for removal.



**Section 5. RECOMMENDATIONS TO THE GOVERNING BODY.** The BCTA may, from time to time, make recommendations to the Governing Body of the City concerning matters pertaining to the building trades, including amendment of regulations relating to licensure or certification for the building trades, and/or the several uniform construction/trade codes.

**Section 6. APPEALS AND HEARINGS.** The BCTA shall hear an appeal from any person aggrieved by a decision of the *the City's appointed engineer or, alternatively, the City's Neighborhood Enforcement Officer* relating to administration or enforcement of any of the construction and building trade codes and regulations of the city, including but not limited to electrical, plumbing, mechanical work or minimum structure standards and requirements. The BCTA shall also convene at the request of the director of engineering to consider violations of this title by certificate holder/licensee.

**Section 7. NOTICE OF HEARING.** The chairperson of the BCTA shall establish a time, date and location to hear said appeal and provide notice to the appealing party, members of the BCTA and the director of engineering. Such notice shall be in writing, shall state the reason for, date, time and location where the hearing will be held and shall be served personally or by mailing the same to the *the City's appointed engineer or, alternatively, the City's Neighborhood Enforcement Officer* and to the last known address of the appealing party by certified mail, postage prepaid, return receipt requested at least seventy-two hours' prior to the hearing.

**Section 8. HEARING PROCEDURE.** In addition to those set forth in this section, the BCTA may adopt such rules and regulations as it deems necessary to govern the procedure in such hearing and which will provide a fair hearing:

- A. A record of the entire hearing made by simple minutes and tape recordings;
- B. Parties may call and examine witnesses on any matter relevant to the issues of the hearing;
- C. Parties may introduce documentary and physical evidence;

- D. Any relevant evidence to be admitted, if it is of the type upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state;
- E. Irrelevant and unduly repetitious evidence may be excluded;
- F. Hearsay evidence may be allowed for the purpose of supplementing or explaining any direct evidence, but not for the purpose of supporting a finding itself unless it would be admissible in the courts of competent jurisdiction in this state;
- G. Witnesses may be cross-examined on any matter relevant to the issues of the hearing;
- H. Witnesses may be impeached, regardless of which party first called him or her to testify;
- I. Any evidence may be rebutted;
- J. The respondent may represent him or herself or be represented by anyone of his or her choice who is lawfully permitted to do so;
- K. Official notice may be taken of any fact which may be judicially noticed by the courts of this state or of official ordinances, records or rules and regulations of the city.

#### **Section 9. FINDINGS OF FACT AND ORDERS.**

- A. Following the presentation of evidence, the BCTA shall render its decision by a majority vote of those Advisors present constituting a quorum. Such decision shall be either to uphold the decision of ***the City's appointed engineer or, alternatively, the City's Neighborhood Enforcement Officer*** or to find in favor of the appealing party. Such decision shall be reduced to writing and shall include the facts as found by the BCTA, the conclusions drawn therefrom, and the order, if any, approved by the BCTA.

B. A copy of the decision shall be delivered to *the City's appointed engineer or, alternatively, the City's Neighborhood Enforcement Officer* and the appealing party personally or sent to him/her by certified mail, postage prepaid, return receipt requested.

**Section 10. ORDERS—SUSPENSION OR REVOCATION.** An order pursuant to a hearing held by the BCTA requiring the suspension or revocation of certificate and/or license issued pursuant to this title shall not take effect until five days after the certificate holder/licensee receives a copy of the order. No certificate holder shall perform any work for which a certificate/license is required pursuant to this title within the city during the term of suspension or revocation. The period of suspension/revocation is to be set by the BCTA as an order from the hearing, however, no certificate holder/licensee shall be granted a certificate/license pursuant to this title for a minimum period of six months following the date of revocation. In addition, when a certificate has been revoked, a new certificate shall not be granted until he/she has corrected the violation in accordance with this title or any ordinance of the city and he/she shall have made application and have passed an examination as required for a new certificate.

**Section 11. APPEAL.** The certificate holder/licensee may, within twenty days after the order of the BCTA revoking any certificate/license, appeal to the district court of Dickinson County. Any appeal taken under this section shall not suspend the order of revocation of the certificate/license.

**SECTION 12. STATUTORY AUTHORITY.** The provisions of this ordinance shall remain consistent with any applicable Kansas Statutes Annotated then in effect and amendments thereto.

**SECTION 13. REPEAL.** Other ordinances or portions thereof, not expressly identified herein, which are in conflict herewith are hereby repealed.

**SECTION 14. PUBLICATION.** This ordinance shall take effect and be in force from and after its publication once in the official newspaper of the City of Herington, Kansas.

**PASSED AND APPROVED** by the Governing Body of the City of Herington, Kansas  
this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED AND SIGNED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debi Urbanek, Mayor

ATTEST:

\_\_\_\_\_  
Megan Lawrenz, City Clerk

SEAL:

DRAFT