

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
December 20, 2022
6:00 p.m.**

1. Pledge of Allegiance
2. Call to Order
3. Public Forum
4. Additional Agenda Items
5. Approval of Agenda

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

6. Consent Agenda
 - a) Regular City Commission Meeting Minutes December 6, 2022
 - b) Special City Commission Meeting Minutes December 12, 2022
 - c) Nathan Lawrenz's Application for the Building and Trades Board – Term to expire 12/31/2023
 - d) Andy Urbanek's Application for the Building and Trades Board – Term to expire 12/31/2024
 - e) Jeff Ledy's Application for the Building and Trades Board-Term to expire 12/31/2024
 - f) Resolutions 964-968 to be re-published in the Dickinson County News Times
 - g) CMB Renewal for Ampride for the 2023 year
 - h) CMB Renewal for Pizza Hut for the 2023 year
 - i) CMB Renewal for Uncle Bobs for the 2023 year
 - j) CMB Renewal for Family Dollar/Dollar Tree for the 2023 year
 - k) Fire Protection Service Agreement for 2022 – Lyon Township \$20,436.59
 - l) Fire Protection Service Agreement for 2022 – Union Township \$2,504.72
 - m) Fire Protection Service Agreement for 2022 – Clarks Creek \$5,326.69
 - n) Fire Protection Service Agreement for 2022 – Fire District 7 \$10,783.84

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

7. Discussion on City Manager Recruitment Service with Osenbaugh Consulting

8. Executive Session – I move that the Herington City Commission Recess into Executive Session, pursuant to the: Personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1) to discuss contract negotiations. To include the following:
- Governing Body
 - City Manager
 - City Attorney
 - City Clerk
 - _____

With the open meeting to resume in the City Commission Chamber at _____ p.m.

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

9. Discuss and Action on Recruitment Services for a City Manager

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

10. Discuss and Action on Resolution 969 City of Herington Procurement Policy

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

11. Discuss and Action on USD 487 Permit Fee Abatement for Childcare Center

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

12. Discuss and Action on Cooperation and Fisheries Contract with KDWP for Five Years to end December 31, 2028, with an Annual Payment of \$11,200 to the City of Herington.

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

13. Discuss and Action on the Public Safety Building Roof Installation Contract of \$31,750 with Bird Contracting

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

14. Discuss and Action on Ordinance 1879 for AMENDING Chapter VII, Article 722- Trash Service Rates effective December 2022

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

15. Discuss and Action on Resolution 970 2022 Updated Herington City Limit Boundaries

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

16. Discussion on Bucket Truck Needs for the Electric Department

17. Discuss and Action on Purchase of a Transformer in the amount of \$13,214.00 to be Reimbursed by Casey's for Electrical Services Upgrade

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

18. Discussion on Herington Tomorrow Comprehensive Plan Process Timeline

19. Discussion on Herington Regional Airport Cropland Lease Bids

20. Update on Moderate Income Housing Grant

21. Executive Session – I move that the Herington City Commission recess into Executive Session, pursuant to the consultation with an attorney on matters that would be deemed privileged in the attorney-client relations exception K.S.A. 75-4319(b)(2) to discuss litigation. To include the following:

- Governing Body
- City Manager
- City Attorney
- City Clerk
- _____

With the open meeting to resume in the City Commission Chamber at _____ p.m.

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

22. Executive Session – I move that the Herington City Commission Recess into Executive Session, pursuant to the: Personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1) to discuss contract negotiations. To include the following:

- Governing Body
- City Manager
- City Attorney
- Interim City Manager Candidate
- City Clerk, if needed
- _____

With the open meeting to resume in the City Commission Chamber at _____ p.m.

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

23. City Manager Comments

24. City Commission Comments

25. Adjourn

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek, Mayor Gares

To join the City Commission meetings from your computer, tablet, or smartphone, go to:

<https://www.youtube.com/channel/UBbvSBw614w85XQHSX0S1BXg>

Public Forum Comments can be dropped in the deposit box or email to

cityoffice@cityofherington.com

**Regular Meeting
December 6, 2022
6:00 p.m.**

The Herington City Commission met on the above date in the city commission chambers with the following being present Mayor Eric Gares, Commissioner Bell, Commissioner Urbanek, Commissioner Castleberry, City Manager Branden Dross, City Attorney Brad Jantz, City Clerk Megan Lawrenz, Chief of Police Chad Langley, Fire Chief Andrew Avantagiato and Neighborhood Services Director James Masters. Also in attendance were Commissioner Elect Dan McDonald, Christina McDonald, Carl Urbanek and Gabriele Simmons.

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Public Forum – None.

Additional Agenda Items – None.

Approval of Agenda – Commissioner Bell made a motion to approve the agenda, seconded by Commissioner Castleberry. Motion carried 4-0.

Consent Agenda – Commissioner Urbanek made a motion to approve the consent agenda with the regular city commission meeting minutes from November 15, 2022, and the Transit Participation Plan-Notifying the Public Rights of Title VI, seconded by Commissioner Bell. Motion carried 4-0.

Appointment of a Vice-Mayor to Serve the Remaining Term of 2022 – Commissioner Castleberry made a motion to appoint Commissioner Bell, seconded by Commissioner Urbanek. Motion carried 4-0.

CDBG Sponsorship for Discovery Child Care Learning Center – Brad spoke about whether the mayor can continue to participate or vote on the matter he referenced Chapter 75 – 4301a and 75-4304. Commissioner Castleberry made a motion to accept sponsorship for Discovery Child Care Learning Center, the motion failed for lack of a second. Commissioner Urbanek made a motion to deny sponsorship for Discovery Child Care Learning Center, motion failed for lack of a second.

Police Update – There were 235 calls for service, with 48 traffic stops and 4 misdemeanor arrests. Officer Allen graduates on Friday, December 9th. Her FTO training starts Monday and will take a couple months before she is on her own. Still down one full time position, re listed on indeed. 2023 vehicle ordered when 2022 vehicle was picked up, not locked into contract. Will have a balance forward for next vehicle approx. \$1500.

Fire Update – There were 30 calls for service including 22 medical assists, 2 motor vehicle accidents with injuries, 1 authorized controlled burning, 1 false alarm fire call, 1 structure fire, 2 grass fires, and one machinery extrication. Training topics were OKSFM fire investigation for first responders, 5 agencies attended. Staffing updates include firefighter Riedy is settling in well and volunteer response numbers are good, but they are still looking for volunteers. Department and equipment updates include SCBA compressor is installed and running, building generator is half installed waiting until next Saturday to finish because they will have to kill power, the brush truck is almost complete we are just waiting on wheels, new 940 schedule build date was December 5th, dealer said everything is on track, first Wildland Task Force request last week in Marion County went well, and Salina Fire Department asked us to join Task Force 8 USAR team. 911 taskforce is looking to go to county commissioners in March for .25% county wide sales tax increase. Could be mail in or in person vote.

Neighborhood Services Update – There were 35 inspections including 5 grass violations, 5 cut orders and 5 yards cut by the city. There were 2 environmental violations for yard and automobiles. 3 building permits were issued with 5 inspections, 6 electrical permits were issued with 9 inspections, 3 mechanical permits were

issued with 2 inspections and 2 plumbing permits were issued with 5 inspections. There were 13 inspections for utility connection. There were 2 structural building inspections. We have started using the new permitting forms. Building and Trades board – a plumbing and mechanical contractor have signed up, an electrical and 2 building contractors are interested, they just haven't returned the application. Looking to add 2 more contractors by the end of the month, contractors must fill out an application and pass a background check.

Resignation of the City Manager effective December 30, 2022 – City Manager Branden Dross turned in his letter of resignation effective 12/30/2022, He is ok with waiving his employment evaluation. Mayor Gares made a motion to accept Branden Dross' resignation effective 12/30/2022, seconded by Commissioner Castleberry. Motion carried 4-0.

City Purchasing and Procurement Policy – Moved to the next meeting.

Tri-County Free Fair Insurance with TCFF Board – Mr. Atchison reached out to another insurance company for a quote. Depending on what the quote comes back at the Fair may not be able to continue, as the insurance cost is more than 50% of their annual budget. Would like the city to consider sharing the cost, Smart Insurance confirmed they will not cover adding the fair.

DKEDC Herington Appointment – Commissioner Castleberry made a motion to appoint Commissioner Urbanek to the DKEDC, seconded by Commissioner Bell. Motion carried-0.

Contract Management Software – Our contract with Cobblestone will go into effect in January. The City Manager, City Attorney and Utility Clerk will have access, the City Clerk will also take the training. Branden suggested that a member of the Governing Body to be a contact for oversight. It was determined that notifications will go to the sitting mayor.

Trapp Street CCLIP Project – Project schedule was provided to the commission. The city has been appointed 1.5 million dollars. The city manager is working with the street superintendent on this. The bid is expected to go out in August of 2024.

Herington Tomorrow Comprehensive Plan – Branden worked on 4th draft last week and will be working all day tomorrow on the 5th draft. Branden asked for feedback from the commissioners on version 5. There will be a meeting again with the planning commission in the next couple weeks.

Executive Session – Mayor Gares made a motion to move the Herington City Commission into Executive Session, pursuant to: Privilege for Contract Negotiations K.S.A. 75-4319(b)(2) to discuss personnel, to include the following, the Governing Body, City Manager, City Attorney, and Commissioner Elect Dan McDonald. With the open meeting to resume in the City Commission Chamber at 7:10 pm, seconded by Commissioner Bell. Motion carried 4-0. The regular meeting resumed with no action taken.

Executive Session – Mayor Gares made a motion to move the Herington City Commission recess into Executive Session, pursuant to: Privilege for Contract Negotiations K.S.A. 75-4319(b)(2) to discuss personnel, to include the following, the Governing Body, City Manager, City Attorney, Commissioner Elect Dan McDonald. With the open meeting to resume in the City Commission Chamber at 7:20 pm, seconded by Commissioner Bell. Motion carried 4-0. The regular meeting resumed with no action taken.

Commissioners directed the city manager to move forward with the recruitment process for interim city manager.

City Manager Comments – Procurement policy be on the next agenda very important we get it approved; it is holding up a grant for the fire department. Safe routes to school - C street is already owned by the city; staff will work on clearing the path. Merlin and Branden will meet with Lochner to work on planning for future projects next week. Our bucket truck was red flagged and is no longer usable. David looking into repair costs and will look at the KMEA generator proposal to see if there are any funds available there.

City Commission Comments

Commissioner Bell – Asked for an update on the Airport land leases - letter can be sent, will go out tomorrow, bids could be accepted mid-January.

Commissioner Castleberry – None.

Commissioner Urbanek – None.

Mayor Gares – Contract from Kansas wildlife and parks, when will this be on the agenda? Do we have to fill the empty commissioner seat before January? Brad says that it must be within 60 days, but there is an older version that says 10 days, which we are held to, but the Commissioners agree to wait until January for Dan to start.

Commissioner Urbanek made a motion to adjourn, seconded by Commissioner Castleberry. Motion carried 4-0.

Megan Lawrenz, City Clerk

**Special Meeting
December 12, 2022
5:00 p.m.**

The Herington City Commission met on the above date and time in the city commission chambers at city hall. In attendance were Mayor Eric Gares, Commissioner Debi Urbanek, Commissioner Robbin Bell, Commissioner Ben Castleberry, City Manager Branden Dross, Dan McDonald, Karen Soliz, Ken & Marcye White, and Cynthia Naylor

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, pursuant to the personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1) for interim city manager interviews to include the following:

- Governing Body
- Commissioner-elect Dan McDonald
- Interim City Manager Candidate
- City Manager, if needed

With the open meeting to resume in the city commission chamber at 5:59 P.M. Motion Seconded by Commissioner Castleberry. Motion Carried 4-0.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, pursuant to the personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1) for interim city manager interviews to include the following:

- Governing Body
- Commissioner-elect Dan McDonald
- Interim City Manager Candidate
- City Manager, if needed

With the open meeting to resume in the city commission chamber at 6:45 P.M. Motion Seconded by Commissioner Bell. Motion Carried 4-0.

Discussion and Action on Appointment of an interim City manager: Commissioner Bell made a motion to have staff enter negotiations with selected candidate, seconded by Commissioner Urbanek. Motion carried 4-0.

Commissioner Bell made a motion to Adjourn, seconded by Commissioner Urbanek. Motion carried 4-0.



Advisory Board Application

OFFICE USE:
Term Length <u>1 year</u>
Appointed Date _____
Expiration Date <u>12/31/2023</u>

The City of Herington is committed to citizen involvement. A significant portion of that commitment involves our area residents' participation on advisory boards. We have found that the recommendations advisory boards present to the City Commission are invaluable in the decision making process. This questionnaire is designed to assist the City Commission in filling advisory board vacancies.

Advisory Board of interest to you Building & Trades

Name: Nathan Laurenz Address: [REDACTED]

Phone Number: ⁷⁸⁵ [REDACTED] Email Address: [REDACTED]

➤ Why do you want to become a member of an Advisory Board?

To help the city get this board going.

➤ If you were to suggest goals to accomplish in the coming year for the current Advisory Board for which you are interested, what would they be?

Re-work the cities codes to be more efficient & contractor friendly.

➤ Describe any past experiences you might have that would enhance the performance of this board.

certified, and been working in the construction field for 20 years.

Thank you for your interest in the City of Herington Advisory Boards system. Please feel free to contact the City Manager or City Clerk at 785-258-2271 with questions regarding the Advisory Board of interest.



Advisory Board Application

OFFICE USE:	
Term Length	<u>2 years</u>
Appointed Date	
Expiration Date	<u>12/31/2024</u>

The City of Herington is committed to citizen involvement. A significant portion of that commitment involves our area residents' participation on advisory boards. We have found that the recommendations advisory boards present to the City Commission are invaluable in the decision making process. This questionnaire is designed to assist the City Commission in filling advisory board vacancies.

Advisory Board of interest to you Construction Trade & Ap:

Name: Andy Viharek Address: [REDACTED]

Phone Number: [REDACTED] Email Address: [REDACTED]

➤ Why do you want to become a member of an Advisory Board?

To assist in Development of Code enforcement Process in Herington. To help settle disputes and help contractors meet guidelines and codes.

➤ If you were to suggest goals to accomplish in the coming year for the current Advisory Board for which you are interested, what would they be?

To push for a code enforcement process that helps Herington grow and also meet all applicable city ordinances and codes.

➤ Describe any past experiences you might have that would enhance the performance of this board.

I have an extensive background in Residential Construction and have performed job tasks that required a lot of permits and city inspectors. I would consider myself to be fair minded and easy to work with.

Thank you for your interest in the City of Herington Advisory Boards system. Please feel free to contact the City Manager or City Clerk at 785-258-2271 with questions regarding the Advisory Board of interest.



Advisory Board Application

OFFICE USE:

Term Length 2 years

Appointed Date _____

Expiration Date 12/31/2027

The City of Herington is committed to citizen involvement. A significant portion of that commitment involves our area residents' participation on advisory boards. We have found that the recommendations advisory boards present to the City Commission are invaluable in the decision making process. This questionnaire is designed to assist the City Commission in filling advisory board vacancies.

Advisory Board of interest to you Building & Trades

Name: JEFF LEDY Address: _____

Phone Number: _____ Email Address: _____

➤ Why do you want to become a member of an Advisory Board?

In support of the community

➤ If you were to suggest goals to accomplish in the coming year for the current Advisory Board for which you are interested, what would they be?

➤ Describe any past experiences you might have that would enhance the performance of this board.

42 years of experience in HVAC, Plg and electrical service

Thank you for your interest in the City of Herington Advisory Boards system. Please feel free to contact the City Manager or City Clerk at 785-258-2271 with questions regarding the Advisory Board of interest.

*Resolution published twice weekly in the Dickinson County News Times on
December 28, 2022 and January 4, 2023.*

RESOLUTION NO. 964

A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS.

WHEREAS, the City of Herington, Kansas is authorized to cause the repair or removal of certain structures located within the City which may have become unsafe or dangerous.

WHEREAS, an updated inspection report has been received by the duly authorized building inspector for the City of Herington, Kansas and filed with the City of Herington on October 18, 2022, referencing possible unsafe or dangerous conditions of structure(s) including a residence, on property which is located within the City of Herington, Kansas described as follows:

Legally described as follows:

Lot Eleven (11) and the North Fifteen (15) feet of Lot Thirteen (13), Block Seventy-five (75), Herington Company's Addition to the City of Herington, Dickinson County, Kansas.

Commonly known by Street Address as:

211 N. E Street, Herington, Kansas

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

That the Governing Body has, pursuant to Herington City Code Chapter II, Article 3, Section 2-306 et.seq., as duly adopted by the City of Herington, Kansas, hereby authorized the fixing of a time and place for hearing at which the owner, her agent, any lienholders of record, and any occupant of such structure(s) may appear and show cause why such structure should not be condemned and ordered repaired or demolished. The time and place of hearing is hereby established as February 7, 2023, at 6 p.m., or as soon thereafter as is practicable, at the Herington City Hall, 17 N. Broadway, Herington, Kansas 67449.

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. A copy of this resolution shall be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his, her, or its last known address and that any owner who is a Kansas resident shall be personally served with three (3) days after publication in lieu of mailing the same.

ADOPTED AND APPROVED by the Governing Body of The City of Herington, Dickinson County, Kansas this 18TH day of October, 2022.

s/Eric Gares
Eric Gares, Mayor

ATTEST:

s/ Megan Lawrenz
Megan Lawrenz, City Clerk

*Resolution published twice weekly in the Dickinson County News Times on
December 28, 2022 and January 4, 2023.*

RESOLUTION NO. 965

A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS.

WHEREAS, the City of Herington, Kansas is authorized to cause the repair or removal of certain structures located within the City which may have become unsafe or dangerous.

WHEREAS, an updated inspection report has been received by the duly authorized building inspector for the City of Herington, Kansas and filed with the City of Herington on October 18, 2022, referencing possible unsafe or dangerous conditions of multiple structure(s) including two residential structures, as well as an accessory structure garage and lean to storage structure, on property which is located within the City of Herington, Kansas described as follows:

Legally described as follows:

Lots 13, 15 and the West 42' of Lots 17 and 19, Block 52, Original Town of Herington, Dickinson County, Kansas.

Commonly known by Street Address as:

315 S. A Street, Herington, Kansas, 67449 and

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

That the Governing Body has, pursuant to Herington City Code Chapter II, Article 3, Section 2-306 et.seq., as duly adopted by the City of Herington, Kansas, hereby authorized the fixing of a time and place for hearing at which the owner, her agent, any lienholders of record, and any occupant of such multiple structure(s) including residence(s), certain accessory structures including, but not limited to a garage and open storage building may appear and show cause why such structure(s) should not be condemned and ordered repaired or demolished. The time and place of hearing is hereby established as February 7, 2023 at 6 p.m. or as soon thereafter as is practicable at the Herington City Hall, 17 N. Broadway, Herington, Kansas 67449.

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. A copy of this resolution shall be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his, her, or its last known address and that any owner who is a Kansas resident shall be personally served with three (3) days after publication in lieu of mailing the same.

ADOPTED AND APPROVED by the Governing Body of The City of Herington, Dickinson County, Kansas this 18TH day of October, 2022.

s/Eric Gares
Eric Gares, Mayor

ATTEST:

s/Megan Lawrenz
Megan Lawrenz, City Clerk

Resolution published twice weekly in the Dickinson County News Times on December 28, 2022 and January 4, 2023.

RESOLUTION NO. 966

A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS.

WHEREAS, the City of Herington, Kansas is authorized to cause the repair or removal of certain structures located within the City which may have become unsafe or dangerous.

WHEREAS, an updated inspection report has been received by the duly authorized building inspector for the City of Herington, Kansas and filed with the City of Herington on October 18, 2022, referencing possible unsafe or dangerous conditions of an accessory structure garage which is located on property within the City of Herington, Kansas described as follows:

Legally described as follows:

Lots 13 and 15 Block 3 Murrays Addition to the City of Herington, Dickinson County, Kansas.

Commonly known by Street Address as:

507 N. F Street, Herington, Kansas

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

That the Governing Body has, pursuant to Herington City Code Chapter II, Article 3, Section 2-306 et.seq., as duly adopted by the City of Herington, Kansas, hereby authorized the fixing of a time and place for hearing at which the owner, her agent, any lienholders of record, and any occupant of such structure(s) may appear and show cause why such structure should not be condemned and ordered repaired or demolished. The time and place of hearing is hereby established as February 7, 2023 at 6 p.m., or as soon thereafter as is practicable at the Herington City Hall, 17 N. Broadway, Herington, Kansas 67449.

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. A copy of this resolution shall be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his, her, or its last known address and that any owner who is a Kansas resident shall be personally served with three (3) days after publication in lieu of mailing the same.

ADOPTED AND APPROVED by the Governing Body of The City of Herington, Dickinson County, Kansas this 18TH day of October, 2022.

s/Eric Gares
Eric Gares, Mayor

ATTEST:

s/Megan Lawrenz
Megan Lawrenz, City Clerk

Resolution published twice weekly in the Dickinson County News Times on December 28, 2022 and January 4, 2023.

RESOLUTION NO. 967

A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS.

WHEREAS, the City of Herington, Kansas is authorized to cause the repair or removal of certain structures located within the City which may have become unsafe or dangerous.

WHEREAS, an updated inspection report has been received by the duly authorized building inspector for the City of Herington, Kansas and filed with the City of Herington on October 18, 2022, referencing possible unsafe or dangerous conditions of a structure, on property which is located within the City of Herington, Kansas described as follows:

Legally described as follows:

Lots 16, 17, and 18, Block 19 in the City of Herington, Dickinson County, Kansas.

Commonly known by Street Address as:

112 W. Main Street, Herington, Kansas

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

That the Governing Body has, pursuant to Herington City Code Chapter II, Article 3, Section 2-306 et.seq., as duly adopted by the City of Herington, Kansas, hereby authorized the fixing of a time and place for hearing at which the owner, her agent, any lienholders of record, and any occupant of such structure(s) may appear and show cause why such structure should not be condemned and ordered repaired or demolished. The time and place of hearing is hereby established as February 7, 2023 at 6 p.m., or as soon thereafter as is practicable at the Herington City Hall, 17 N. Broadway, Herington, Kansas 67449.

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. A copy of this resolution shall be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his, her, or its last known address and that any owner who is a Kansas resident shall be personally served with three (3) days after publication in lieu of mailing the same.

ADOPTED AND APPROVED by the Governing Body of The City of Herington, Dickinson County, Kansas this 18TH day of October, 2022.

s/Eric Gares
Eric Gares, Mayor

ATTEST:

s/Megan Lawrenz
Megan Lawrenz, City Clerk

*Resolution published twice weekly in the Dickinson County News Times on
December 28, 2022 and January 4, 2023.*

RESOLUTION NO. 968

A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS.

WHEREAS, the City of Herington, Kansas is authorized to cause the repair or removal of certain structures located within the City which may have become unsafe or dangerous.

WHEREAS, an updated inspection report has been received by the duly authorized building inspector for the City of Herington, Kansas and filed with the City of Herington on October 18, 2022, referencing possible unsafe or dangerous conditions of structures, on property which is located within the City of Herington, Kansas described as follows:

Legally described as follows:

Lots Seventeen (17) and Nineteen (19), Block Thirty (30), Original Town of Herington, Dickinson County, Kansas.

Commonly known by Street Address as:

117 W. Main Street, Herington, Kansas

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

That the Governing Body has, pursuant to Herington City Code Chapter II, Article 3, Section 2-306 et.seq., as duly adopted by the City of Herington, Kansas, hereby authorized the fixing of a time and place for hearing at which the owner, her agent, any lienholders of record, and any occupant of such structure(s) may appear and show cause why such structure should not be condemned and ordered repaired or demolished. The time and place of hearing is hereby established as February 7, 2023 at 6 p.m., or as soon thereafter as is practicable at the Herington City Hall, 17 N. Broadway, Herington, Kansas 67449.

BE IT FURTHER RESOLVED:

That a copy of this resolution shall be published once each week for two (2) consecutive weeks on the same day of each week. A copy of this resolution shall be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his, her, or its last known address and that any owner who is a Kansas resident shall be personally served with three (3) days after publication in lieu of mailing the same.

ADOPTED AND APPROVED by the Governing Body of The City of Herington, Dickinson County, Kansas this 18TH day of October, 2022.

s/Eric Gares
Eric Gares, Mayor

ATTEST:

s/Megan Lawrenz
Megan Lawrenz, City Clerk

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, 2022 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Lyon Township, Dickinson County, Kansas, hereinafter referred to as Second Party.

WHEREAS, the First Party is a duly incorporated City of the Second Class, under and by virtue of the laws of the State of Kansas, having a duly organized, established, and existing Fire Department, and

WHEREAS, Second Party is without adequate Fire Protection and desires to enter into an agreement with First Party in order to provide service for fire protection to the following described area, to wit:

All Sections 1 through 36 inclusive all in Lyon Township, Dickinson County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum of **\$20,436.59**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2022. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.
4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement at Herington, Kansas, on the date first above written.

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____

Eric Gares, Mayor

By _____

Title _____

ATTEST:

Megan Lawrenz, City Clerk

ATTEST:

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, 2022 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Union Township, Dickinson County, Kansas, hereinafter referred to as Second Party.

WHEREAS, the First Party is a duly incorporated City of the Second Class, under and by virtue of the laws of the State of Kansas, having a duly organized, established, and existing Fire Department, and

WHEREAS, Second Party is without adequate Fire Protection and desires to enter into an agreement with First Party in order to provide service for fire protection to the following described area, to wit:

Union Township, Dickinson County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum of **\$2,504.72**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2022. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.
4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement at Herington, Kansas, on the date first above written.

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____

Eric Gares, Mayor

By _____

Title _____

ATTEST:

Megan Lawrenz, City Clerk

ATTEST:

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, 2022 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Fire District Number 11, Morris County, Kansas, hereinafter referred to as Second Party.

WHEREAS, the First Party is a duly incorporated City of the Second Class, under and by virtue of the laws of the State of Kansas, having a duly organized, established, and existing Fire Department, and

WHEREAS, Second Party is without adequate Fire Protection and desires to enter into an agreement with First Party in order to provide service for fire protection to the following described area, to wit:

Fire District Number 11, Clarks Creek Township, Morris County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum of **\$5,326.69**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2022. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.
4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement at Herington, Kansas, on the date first above written.

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____

Eric Gares, Mayor

By _____

Title _____

ATTEST:

Megan Lawrenz, City Clerk

ATTEST:

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, 2022 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Fire District Number 7, Morris County, Kansas, hereinafter referred to as Second Party.

WHEREAS, the First Party is a duly incorporated City of the Second Class, under and by virtue of the laws of the State of Kansas, having a duly organized, established, and existing Fire Department, and

WHEREAS, Second Party is without adequate Fire Protection and desires to enter into an agreement with First Party in order to provide service for fire protection to the following described area, to wit:

Fire District Number 7, Morris County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum of **\$10,783.84**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2022. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.
4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement at Herington, Kansas, on the date first above written.

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____

Eric Gares, Mayor

By _____

Title _____

ATTEST:

Megan Lawrenz, City Clerk

ATTEST:

By _____

Title _____

(SEAL)

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of _____

Herington

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required):

004 481217214F-02

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation North Agri-Mart LLC		FEIN	
Corporation Street Address P O Box 157		Corporation City Hope	State KS
Date of Incorporation 06/24/1999		Articles of Incorporation are on file with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Darel Anderson		Phone No. 785-258-0606	
Residence Street Address 319 N Main		City Hope	State KS
		Zip Code 67451	

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (if different from business address)	
DBA Name Ampride		Name	
Business Location Address 301 W Walnut		Address	
City Herington	State KS	City	State
Zip 67449		Zip	
Email Address(s) Please separate values with a comma.			
Business Phone No. 785-258-3202		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) North Agri-Mart, LLC			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Darel Anderson	Position General Manager	Date of Birth 04/30/1958	
Residence Street Address 319 N Main	City Hope	State KS	Zip Code 67451
Spouse Name Bobbi Anderson	Position	Date of Birth	
Residence Street Address 319 N Main	City Hope	State KS	Zip Code 67451
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

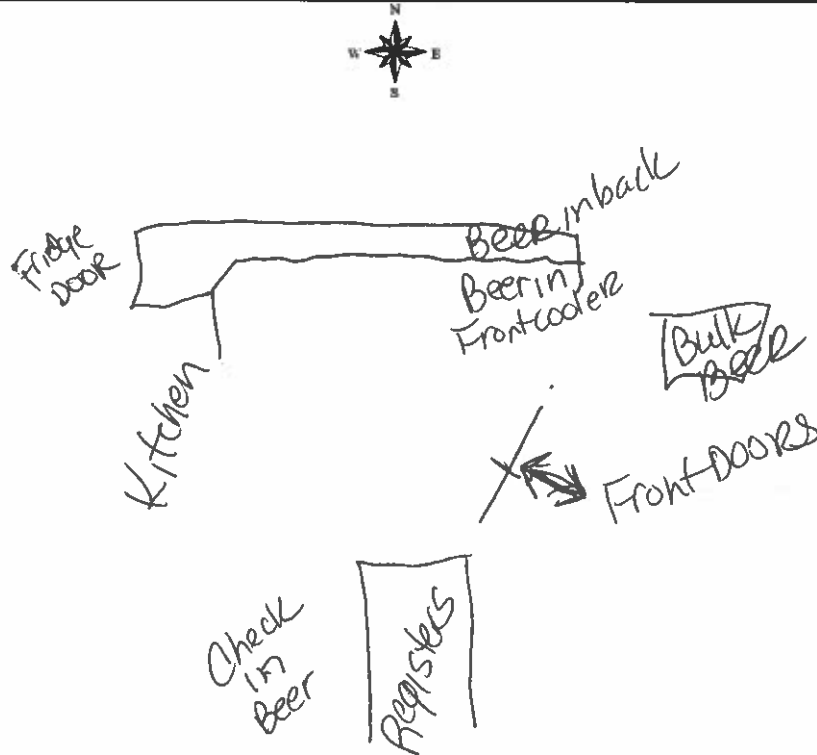
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION			
My place of business or special event will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Phone No.	Date of Birth	
Margaret A. Eades	785-258-4061	01/03/1964	
Residence Street Address	City and State	Zip Code	
12 N 8th	Herington	67449	
Manager or Agent Spousal Information*			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City and State	Zip Code	
SECTION 6 – QUALIFICATIONS FOR LICENSURE			
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.			
Are all persons identified in Sections 4 & 5 Citizens of the United States*?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the person identified in Section 5 currently a resident of Kansas*?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old*?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons in Sections 4 & 5 have been a Kansas resident for at least _____ years prior to submitting this application.**			
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION 7 – DURATION OF SPECIAL EVENT			
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Margaret Eades DATE 12/13/22

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ 50.00 Date 12/13/22 OR
 (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 12/13/22 OR

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

RESOLUTION NO. 969

A RESOLUTION OF THE CITY OF HERINGTON, AMENDING THE CITY OF HERINGTON PROCUREMENT POLICY ORIGINALLY ADOPTED BY RESOLUTION NO. 527 OF THE CITY OF HERINGTON AND SUBSEQUENTLY AMENDED BY RESOLUTION NO. 878.

WHEREAS, the Herington City Governing Body duly adopted Herington City Resolution No. 527 establishing a Procurement Policy to provide guidance in the purchasing of goods and services by the City; and

WHEREAS, the Herington City Governing Body subsequently amended the same pursuant to Herington City Resolution No. 878; and

WHEREAS, the Herington City Commission finds it advisable to amend the existing policy and adopt the revised policy as noted in full as attached in Exhibit A, incorporated by reference as if set out in full herein.

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

The Procurement Policy attached hereto and marked as Exhibit A is adopted to amend and replace, in full, the existing policy as adopted in the original Procurement Policy and subsequently amended and does hereby replace the same in its entirety with the Procurement Policy appearing in Exhibit A attached to this Resolution and incorporated by reference.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF HERINGTON,
DICKINSON AND MORRIS COUNTIES, this 20th day of December, 2022.**

Eric Gares, Mayor

ATTEST:

Megan Lawrenz, City Clerk

(SEAL)

EXHIBIT A



Authority: Resolution No. 969

Effective Date: December 21,2022

Purchasing and Procurement Policy

Purpose: To establish purchasing policies that govern the purchase of goods and/or services by the City of Herington.

Policy: The purpose of this policy is to set guidelines that govern the major purchases of goods and/or services by the City of Herington. It shall also serve as an informational document to be given to local vendors so they are informed as to the City's purchasing guidelines.

Section 1. General Guidelines

Whenever possible, a commodity or service is to be obtained at both the lowest cost possible and the highest quality required in order to maintain efficient City departmental operations. Department Heads shall determine the quantities needed for each item based upon such factors as usage, price discounts, shipping time, shelf life, price, and any other factors as determined relevant by City staff.

All purchases made on behalf of the City of Herington are to be made in accordance with the following objectives:

1. Provide for local purchasing when economically feasible;
2. Provide for the effective expenditure of City funds;
3. Provide for best protection for City residents;
4. Provide accurate accounting documentation;
5. Provide equal opportunity, fairness, and competitiveness with vendors;
6. Provide for compliance with all applicable federal, state and local laws and regulations.

The level of expenditures for each department is determined by the annual adoption of the Budget by the Governing Body. The City Manager is responsible for ensuring the purchasing practices are in accordance with this policy. The Governing Body reviews all disbursements by an appropriation ordinance and approves certain competitive bids.

All purchases are to be based on need.

Recognizing local businesses contribute significantly to the operational revenue of the City, preference may be given to local vendors.

Section 2: City Commission

The City Commission determines expenditure levels through the approval of the budget.

If a purchase is over \$10,000, commission approval is required. Emergency purchases shall not require commission authorization, but the city manager shall notify the commission of such purchases.

Section 3: City Manager

The City Manager is responsible for the city's financial affairs and management. The City Manager will approve purchases over \$5,000 and under \$10,000.

Section 4: Department Heads

Department Heads are responsible for the management of their departmental budget. Department heads will approve purchases under \$5,000.

Department heads shall obtain written authorization from the city manager for purchases above \$5000. Purchases of more than \$5,000 per singular item or line item. The City Manager shall approve or disapprove the purchase.

Section 5: Methods of Purchasing

There are five (5) basic purchasing methods that can be used by City personnel. These methods are as follows:

- A. **Daily Purchasing** - There are any number of items which are needed on a daily basis and are purchased on a routine basis. Because of their commonality, it is not normal to formally bid such products; however, attention is made to price and quality. Under emergency conditions, purchasing of major items may be made in this matter. Vehicles and equipment are not included in the Daily Purchasing method.
- B. **Competitive Pricing (written quotes)** - This method is utilized when review by the City Staff and/or Governing Body is warranted due to the cost of a good or service or type of product. This method is generally used for specialty products for which few vendors exist. This method may also be used for the purchase of goods and services costing less than \$25,000.
- C. **Exemption to Competitive Procurement** – This method is used with state and group purchasing organizations (GPOs) contract purchases. This method may also be used for departmental supplies, repairs, or replacement equipment when the department has standardized operations with a particular brand or style of the product only offered by a certain vendor.

D. Competitive Sealed Bids: This method is used for the purchase of major equipment or professional services estimated at \$25,000 or more. This method is also used when such factors as scheduling requirements, beginning time, delivery time, total cost, warranty, and other factors need to be evaluated. The process is initiated by giving the bid advertisement to the City Clerk. A notice will be published at least once in the City's official newspaper. Staff or the design professional hired by the City is responsible to distribute the bid documents. At least two City staff must be present during the bid opening, which must be advertised and open to the public. The Department Head will bring the results of the bid process, along with their recommendation, to a City Commission meeting for Commission action. The Commission reserves the right to accept or reject any and/or all bids. This method is also used when required by State or Federal grant programs.

E. Competitive Negotiations. This method is used primarily for professional services. Competitive negotiations are initiated by publishing a Request For Proposals (RFP) or a Request For Qualifications (RFQ). The RFP is used when the price is a factor in selection; the RFQ is used when the price is primarily considered after selection (generally for engineering and architectural services).

1. In both RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in evaluation and selection.
2. All proposals received are to be reviewed according to the defined selection criteria; the review should be in writing such as a ranking system.
3. For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee.
4. For both RFQ's and RFP's, selection is made on the basis of the most responsible offer or price and other factors considered.
5. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

F. Non-Competitive Negotiations. Non-competitive negotiations can be used only when (1) the use of competitive negotiations is not feasible, (2) there is some public emergency, or (3) the results of the competitive negotiations are inadequate.

It should be noted that while the above methods are considered normal purchasing procedures, situations might dictate a deviation from using one method as opposed to another.

Section 6: Conflict of Interest

It is recognized that in some cases our employees/members may be employed by, own or has immediate family members who have a financial or other interest in a company that provides goods and services of interest to the Company. In many cases, this relationship may provide pricing or other value to the City which is more favorable than that available from other vendors.

To prevent any appearance of favoritism, corruption, fraud, and imposition by the City in the awarding of Purchase Orders, contracts, etc., any such relationships shall be disclosed in advance for approval by the Management Team or Membership. Additionally, Employees/Members disclosing such relationships must recuse themselves from any vote on purchases made from such companies.

For purchases associated with federal grant awards, in order to ensure objective contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements. In addition, no volunteer or member of the City/Fire Department or anyone involved in preparing the application for funding (including grant writers) can participate in, or benefit from the procurement if federal funds are involved.

Section 7: Summary

This purchasing policy is a guideline for all City purchases, including vehicle/equipment and is to be used as an explanation to all vendors when questions arise concerning our purchasing methods. Whenever possible, the City of Herington will attempt to do the majority of business with local vendors provided that the service or commodity being considered is of a competitive price and equal quality.

COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE and PARKS COMMUNITY FISHERIES ASSISTANCE PROGRAM

This Contract is between the Kansas Department of Wildlife and Parks, hereinafter called the **Department**, and

City of Herington

Cooperator		Contact Person	E-mail	
Mailing Address		City	State	Zip Code
Telephone Number		Fax Number	Federal ID Number	

hereinafter called the **Cooperator**.

Legal description(s) of land open for public fishing access:

Name <u>Herington Reservoir</u>	Name <u>Herington Lake</u>	Name <u>Father Padilia Pond</u>	Name _____
County <u>DK</u>	County <u>DK</u>	County <u>DK</u>	County _____
Sec <u>20</u>	Sec <u>16</u>	Sec <u>NW 12</u>	Sec _____
Twn <u>16S</u>	Twn <u>16S</u>	Twn <u>16S</u>	Twn _____
Rng <u>4E</u>	Rng <u>4E</u>	Rng <u>4E</u>	Rng _____
Water Acres: <u>555</u>	Water Acres: <u>367</u>	Water Acres: <u>2</u>	Water Acres: _____

Lease Calculation Criteria: At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,030.00/ cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
 - Payment will equal annual revenue for urban waters
 - A maximum of \$5,000 total on non-urban waters up to 75 acres
 - No more that \$75/acre for waters over 75 acres but less than 150 acres
 - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box if additional complete legal descriptions are attached, consisting of _____ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for 5 years, beginning January 1, 2023 and ending December 31, 2028.

2. The Department agrees to pay the Cooperator an annual sum of \$ 11,200.00, to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.

- WFO - First installment of 75% of total amount on or about January 31.
- Non-WFO - First installment of 75% of total amount on or about April 1.

3. On the Contracted areas the Cooperator agrees:

- (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
- (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
- (c) not to stock fish without prior written approval from the Department;
- (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:

- (a) to notify the public of the exact location of the said areas (s);
- (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land).

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator's property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document \$ 8400.00 of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than \$ 8400.00, extra consideration will be given for prioritization of the Department's capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in **Appendix 1**, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the *CFR 15.605 U.S. Sportfish Restoration Act*. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

19. The Cooperator will comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014. 2 C.F.R. 200.

20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as **Attachment 1**, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, "Assurances – Non-Construction Programs, identified as **Attachment 2**, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as **Attachment 3**.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

Cooperator's Signature

Date

District Fisheries Biologist

Date

Assistant Secretary for Operations

Date

Attachment 1

ESTIMATE



Prepared For

City Of Herington FD
700 S Broadway
Herington, Kansas 67449
(785) 258-0336
(785) 258-3020

Bird Contracting, Inc.

1426 E Woodland Ave
Salina, KS 67401
Phone: (785) 493-2785
Email: birdcontractinginc@gmail.com

Estimate # 2021-283
Date 06/30/2021

Description	Rate	Quantity	Total
Main Station Roof			\$31,750.00
Scrape and remove all loose rocks	\$0.00	1	\$0.00
Install new 1/4" Fan Fold Insulation	\$60.00	50	\$3,000.00
Install new Genflex TPO roofing on flat roof 60 mil	\$5.75	5,000	\$28,750.00
	Subtotal		\$31,750.00
	Total		\$31,750.00

Notes:

This proposal is valid for 30 days.
Updated December 14th, 2022

Licensed & Insured

Additional Layer \$30/Square

Inspect wood decking and replace as needed \$1.75 Sq. Ft.

5 Year Workmanship Warranty

Kansas Roofing Registration #14-003636

#2021-283

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Herington FD

(PUBLISHED IN *THE DICKINSON NEWS-TIMES* ON December 28th, 2022)

ORDINANCE NO.1879

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO REPEAL AND REPLACE CHAPTER VII, ARTICLE 7, SECTION 722 IN ITS ENTIRETY EFFECTIVE DECEMBER 1, 2022, REGULATING MONTHLY CHARGES PER DWELLING UNIT FOR RESIDENTIAL CUSTOMERS OF THE MUNICIPAL SOLID WASTE UTILITY, 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, effective December 1, 2022, with the billing for service, Chapter VII, Article 7, Section 722 of the Code of the City of Herington, Kansas, is hereby repealed and replaced in its entirety to read as follows:

7-722. CHARGES:

The city shall collect a monthly service charge of \$20.50 per dwelling unit per month to defray the cost and maintenance of the collection and disposition of solid waste within the city.

SECTION 2. Repeal: Chapter VII, Article 7, Section 7 of the Code of the City of Herington is hereby repealed and replaced in its entirety, and all other Ordinances in conflict herewith are hereby repealed.

SECTION 3. Effect: This Ordinance shall take effect and be in force from and after its once publication in the official city newspaper.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF
HERINGTON, KANSAS, THIS 20th DAY OF DECEMBER , 2022.**

Signed by the Mayor this 20TH day of December, 2022.

Eric Gares, Mayor

ATTEST:

Megan Lawrenz, City Clerk

SEAL:

RESOLUTION NO. 970

A RESOLUTION PURSUANT TO K.S.A. 12-517 DECLARING THE BOUNDARIES OF THE CITY OF HERINGTON, KANSAS.

WHEREAS, territory has been added to the corporate limits of the City of Herington, Kansas, and,

WHEREAS, K.S.A. 12-517 requires in any year that territory has been added or excluded from the corporate limits of the City that the governing body declare the entire boundary of the City;

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

SECTION 1: That the entire boundary of the City of Herington, Kansas is hereby declared to be as legally described on attached Exhibit A and illustratively provided on the map rendition on attached Exhibit B.

SECTION 2: This resolution shall take effect and be in full force from and after its adoption.

SECTION 3: The City Clerk shall file certified copies of this resolution as required in K.S.A. 12-518.

ADOPTED by the Governing Body this 20th day of December, 2022.

Eric Gares, Mayor

ATTEST:

Megan Lawrenz, City Clerk

(SEAL)

EXHIBIT A

DESCRIPTION

THAT PORTION OF SECTION 1, SECTION 11, SECTION 12, SECTION 13, AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 04 EAST OF THE SIXTH PRINCIPAL MERIDIAN AND THAT PORTION OF SECTION 6 AND SECTION 7, TOWNSHIP 16 SOUTH, RANGE 05 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED IN THE COUNTIES OF DICKINSON AND MORRIS, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

1. COMMENCING AT THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13;
2. THENCE ON THE EAST LINE OF SAID SECTION 13, S00°37'18"W 45.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TRAPP STREET;
3. THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, S89°26'18"W 352.62 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77;
4. THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, S05°47'14"W 338.38 FEET;
5. THENCE CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE, S11°16'51"E 182.19 FEET;
6. THENCE CONTINUING ON SAID EASTERLY RIGHT-OF-WAY LINE, S09°23'56"W 451.39 FEET;
7. THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N84°12'42"W 189.33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 77;
8. THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, N03°20'06"E 250.73 FEET;

9. THENCE CONTINUING ON SAID WESTERLY RIGHT-OF-WAY LINE, N05°47'17"E 403.37 FEET MORE OR LESS TO A POINT 283 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF TRAPP STREET;
10. THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, WESTERLY TO A POINT 210 FEET EAST OF THE EAST LINE OF BLOCK 1 OF DODDERIDGES ADDITION;
11. THENCE PARALLEL WITH SAID EAST LINE, SOUTHERLY TO A POINT 60 FEET SOUTH AND 210 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 3 OF SAID DODDERIDGES ADDITION;
12. THENCE EASTERLY NINETY (90) FEET;
13. THENCE SOUTHERLY SIX HUNDRED FIFTY-THREE (653) FEET;
14. THENCE WESTERLY SEVEN HUNDRED TEN (710) FEET;
15. THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13;
16. THENCE ON THE QUARTER SECTION LINE OF SAID SECTION 13, WESTERLY TO A POINT 208.7 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF SOUTH FIFTH STREET IN THE CITY OF HERINGTON;
17. THENCE PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE, SOUTHERLY 450 FEET;
18. THENCE WESTERLY TO THE EAST RIGHT-OF-WAY LINE OF CHICAGO ROCK ISLAND & PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;
19. THENCE ON SAID EAST RIGHT-OF-WAY LINE, NORTHERLY TO THE SOUTH RIGHT-OF-WAY LINE OF TRAPP STREET;

20. THENCE ON THE SAID SOUTH RIGHT-OF-WAY LINE, WESTERLY TO THE WEST RIGHT-OF-WAY LINE OF THE SOUTHWEST BRANCH OF THE CHICAGO ROCK ISLAND & PACIFIC RAILWAY;
21. THENCE ON SAID WEST RIGHT-OF-WAY LINE, SOUTHWESTERLY TO A POINT 30 FEET SOUTH AND 30 FEET WEST OF THE SOUTH CORNER OF LOT 21 IN BLOCK 3 OF DOLAN ADDITION;
22. THENCE NORTHERLY TO THE CENTER LINE OF TRAPP STREET;
23. THENCE ON SAID CENTERLINE, WESTERLY TO A POINT 30 FEET WEST OF THE SOUTHWEST CORNER OF BLOCK 185 OF LUCE & WILSON'S ADDITION;
24. THENCE NORTHERLY TO A POINT 140 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF WALNUT STREET;
25. THENCE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, WESTERLY TO A POINT 690 FEET EAST OF THE WEST SECTION LINE OF SAID SECTION 11;
26. THENCE NORTHERLY 140 FEET TO SAID SOUTH RIGHT-OF-WAY LINE;
27. THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, WESTERLY TO THE WEST RIGHT-OF-WAY LINE KANSAS HIGHWAY 218;
28. THENCE ON SAID WEST RIGHT-OF-WAY LINE, NORTHERLY 380 FEET;
29. THENCE EASTERLY TO A POINT 300 FEET EAST OF SAID WEST SECTION LINE OF SECTION 11;
30. THENCE NORTHERLY TO THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI PACIFIC RAILROAD COMPANY;
31. THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RIGHT-OF-WAY, SOUTHWESTERLY TO A POINT 30 FEET WEST OF THE

NORTHWEST CORNER OF LOT 2 IN BLOCK 179 OF LUCE & WILSON'S ADDITION;

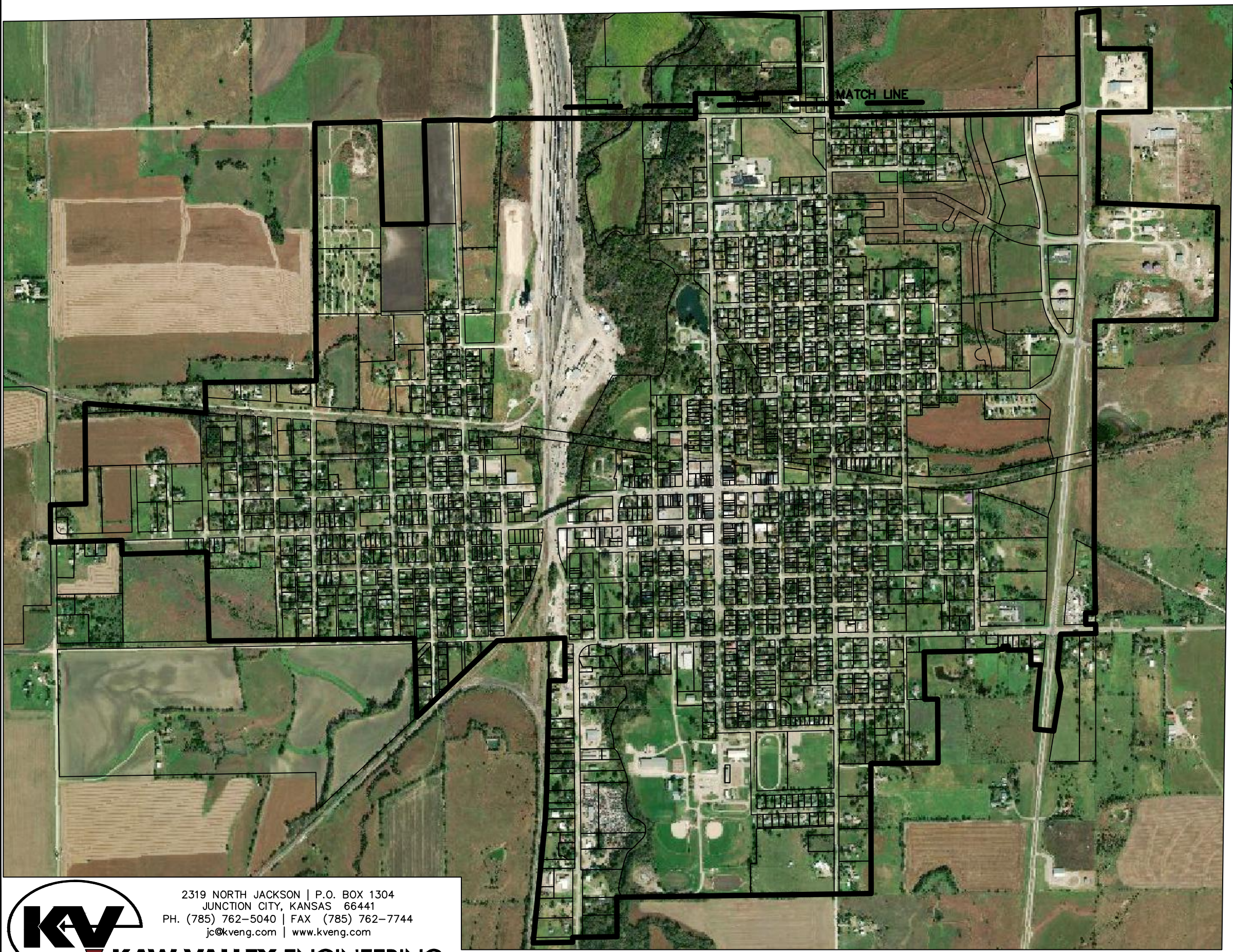
32. THENCE NORTHERLY TO A POINT 30 FEET WEST AND 30 FEET NORTH OF THE NORTHWEST CORNER OF BLOCK 178 OF LUCE & WILSON'S ADDITION;
33. THENCE EASTERLY TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 11;
34. THENCE NORTHERLY TO THE NORTH LINE OF SAID SECTION 11;
35. THENCE EASTERLY ON SAID NORTH SECTION LINE 705 FEET;
36. THENCE SOUTHERLY 1052 FEET;
37. THENCE EASTERLY TO THE NORTHERLY PROLONGATION OF THE WEST RIGHT-OF-WAY LINE OF NORTH NINTH STREET;
38. THENCE ON SAID NORTHERLY PROLONGATION, NORTHERLY TO SAID NORTH LINE OF SECTION 11;
39. THENCE ON SAID NORTH LINE AND THE NORTH LINE OF SAID SECTION 12, EASTERLY TO A POINT 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 4 OF CALKIN'S ADDITION;
40. THENCE NORTHERLY 230 FEET TO THE NORTHWEST CORNER OF LOT 6 IN BLOCK 4 OF CALKIN'S ADDITION;
41. THENCE EASTERLY TO THE NORTHEAST CORNER OF LOT 6 IN BLOCK 2 OF CALKIN'S ADDITION;
42. THENCE ON THE EAST LINE OF BLOCK 2 AND BLOCK 11 OF CALKIN'S ADDITION, NORTHERLY TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 11 OF CALKIN'S ADDITION;

43. THENCE WESTERLY 1085 FEET TO THE CENTER LINE OF LIME CREEK;
44. THENCE WITH SAID CENTERLINE OF LIME CREEK, NORTHWESTERLY TO A POINT WHERE THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO ROCK ISLAND & PACIFIC RAILROAD COMPANY, NOW ABANDONED, INTERSECTS SAID CENTERLINE OF THE LIME CREEK;
45. THENCE ON SAID EAST RIGHT-OF-WAY TO A POINT 757.76 FEET WEST AND 2831.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;
46. THENCE EASTERLY TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1;
47. THENCE ON SAID WEST LINE, NORTHERLY TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 1;
48. THENCE ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, EASTERLY TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER;
49. THENCE ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SOUTHERLY TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
50. THENCE ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, WESTERLY TO THE EAST RIGHT-OF-WAY LINE OF D STREET;
51. THENCE ON SAID EAST RIGHT-OF-WAY LINE, SOUTHERLY TO A POINT 30 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF LOGAN AVENUE;
52. THENCE ON SAID NORTH RIGHT-OF-WAY LINE, EASTERLY TO WEST RIGHT-OF-WAY OF U.S. HIGHWAY 77;

53. THENCE ON SAID WEST RIGHT-OF-WAY LINE, N74°07'08"E 171.61 FEET;
54. THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE, N00°04'18"E 930.20 FEET;
55. THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, S89°55'42"E 150.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 77;
56. THENCE ON SAID EAST RIGHT-OF-WAY LINE, SOUTHERLY TO A POINT 555 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF R AVE;
57. THENCE EASTERLY 582 FEET;
58. THENCE SOUTHERLY 610.9 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF R AVE;
59. THENCE ON SAID NORTH RIGHT-OF-WAY LINE, WESTERLY TO SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77;
60. THENCE ON SAID EAST RIGHT-OF-WAY LINE, SOUTHERLY TO A POINT 990 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 7;
61. THENCE EASTERLY 1320 FEET;
62. THENCE SOUTHERLY 1155 FEET;
63. THENCE WESTERLY TO SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 77 AND THE EAST LINE OF SAID SECTION 12;
64. THENCE ON SAID EAST RIGHT-OF-WAY LINE AND SAID EAST SECTION LINE, SOUTHERLY TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AS TRACT 5 IN THE QUIT CLAIM DEED RECORDED AS BOOK D257 PAGE 414 IN THE REGISTER OF DEEDS OFFICE;

65. THENCE ON THE NORTH LINE OF SAID PARCEL, WESTERLY TO THE NORTHWEST CORNER OF SAID PARCEL;
66. THENCE ON THE WEST LINE OF SAID PARCEL, SOUTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF TRAPP STREET;
67. THENCE ON SAID NORTH RIGHT-OF-WAY LINE, EASTERLY TO SAID EAST LINE OF SECTION 12;
68. THENCE ON SAID EAST LINE, SOUTHERLY TO THE POINT OF BEGINNING.
69. THE ABOVE DESCRIPTION MUST NOT BE USED FOR THE CONVEYANCE OF REAL PROPERTY.
70. END OF DESCRIPTION

EXHIBIT B MAP RENDITION



 2319 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com
KAW VALLEY ENGINEERING

ANNEXATION EXHIBIT
JUNE 29, 2022
0730EXB



"The Transformer People"

When Every Minute Counts

SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Quote Rev. 102589-1

Contact: David Kahle

Phone: 785-258-4221

Date: 12/07/2022

Company: Herington Water Light

Fax: 785-258-3552

Email: electricdept@cityofherington.com

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	1	PAD MOUNT	3	225	12470Y/7200	208Y/120	\$11,459.00 USD	\$11,459.00 USD
2	0	RC	1	PAD MOUNT	3	300	12470Y/7200	208Y/120	\$13,214.00 USD	\$13,214.00 USD
<i>The 300 KVA Transformer</i>									Grand Total	\$24,673.00 USD

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at bill.hawkins@trelectric.com.

Sincerely,
Bill Hawkins
Sales Representative