

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
March 2, 2021
5:30 p.m.**

1. Pledge of Allegiance
2. Call to Order
3. Consider Minutes of the Regular Meeting February 16, 2021
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek
4. Public Forum
5. Additional Agenda Items
6. Approval of Agenda
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek
7. Ceremonial Appointment of Fire Chief Avantagiato
8. Police Update
9. Fire Update
10. City Clerk Update
11. COVID-19 Update
12. Budget Presentation by CVB Board
13. Discuss and Action on Appointment of John Matula to CVB Board Term to Expire April 30, 2023
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek

14. Discuss and Action on Sewer Consumption Charges

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek

15. Discuss and Action on Herington Lake Master Plan Request for Qualifications

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek

16. City Manager Comments

17. Commissioner Comments

18. Adjourn

Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Hartman,
Commissioner Bell, Mayor Urbanek

PUBLIC ATTENDANCE OF CITY COMMISSION MEETINGS BY TELECOMMUNICATION IS ENCOURAGED. ATTENDANCE WILL BE LIMITED TO THE FIRST 6 MEMBERS OF THE PUBLIC TO ARRIVE DUE TO SOCIAL DISTANCING REQUIREMENTS.

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. Must be received before 8:00AM the day of the meeting. Please keep statement to a maximum of 3 minutes.

REQUEST FOR QUALIFICATIONS (RFQ)
Master Planning Services
Herington City Lake and Reservoir
Herington, Kansas



Release Date: Monday, March 8th, 2021
Non-Mandatory Pre-Submittal Meeting: Friday, March 19th, 2021, 3:00-4:30 pm CST
Herington City Hall, 17 N. Broadway, 67449
Questions Due: Tuesday, March 23rd, 2021, 5:00 pm CST
Final addenda issued: Monday, March 29th, 2021
Qualifications Due: Friday, April 9th, 2021, 5:00 pm CST
Shortlisted Firms Notified no later than: Tuesday, April 20th, 2021
Tentative Interview Dates: Thursday, April 29th, 2021

Submit to: **Branden Dross**
City Manager
City of Herington
17 N. Broadway
City of Herington, KS 67449
Branden@CityofHerington.com

DRAFT

1.0 GENERAL INFORMATION

1.1 REQUEST

The City of Herington (City) seeks a consulting firm or team to complete the Herington Lake-Herington Reservoir Master Plan. Upon review of submittals and interviews, one or more shortlisted consultants will be invited to draft a scope of work and fee proposal. The selected consultant will enter into a professional services agreement with the City for completion of the Master Plan, which will include the following elements:

- Stewardship Plan
- Demand forecast
- Boundaries and acquisition costs
- Development concept
- Conflicts
- Public Services
- Operations
- Partner engagement
- Public engagement and participation
- Equity analysis

- Public awareness
- Accessibility
- Natural resources

1.2 BACKGROUND

The Herington Lake and Herington Reservoir and the surrounding park land are community lakes that are a part of the Lower Smoky Hill Watershed. Visitors enjoy many year-round activities that include walking, biking, swimming, fishing, and canoe/kayaking.

Master Plans play a critical role in the City's mission. Characteristics of a park master plan include the following:

- Set a vision to guide the long-term preservation, development, and improvements to a park or group of parks,
- Guide stewardship and help ensure that park features and amenities reflect the needs of the communities they serve,
- Help ensure long-term financial and ecological sustainability,
- Involve extensive engagement with individual and group stakeholders, other community partners, and governmental entities, and
- Subject to review and comment by the public, as well as public hearings and approval by the City of Herington Board of Commissioners.

The Herington Lake and Herington Reservoir Master Plan will direct policy and design implementation for the park land around both lakes for the next 20+ years.

The parks are funded in large part by the City of Herington. They are considered the community parks of the region, and as such, are meant to be enjoyed by everyone: people that live in the adjacent area, people who live in Herington and neighboring cities, and people visiting from outside of the region.

1.3 ORIGINAL WORK

The City of Herington is a significant recreation provider with unique responsibilities to users of one of the area's park systems. In seeking a consultant or consulting team to assist in delivering studies, reports, plans, or professional services intended to serve Herington park users, the City requires that the consultant or consulting team deliver original work for all phases of a project. This work includes research and investigations supporting the task; designs as demonstrated in graphics and narrative; models for programming, staffing, and operations based on the City's service delivery capabilities; and other deliverables, all targeted specifically to the effort described in the solicitation.

The City of Herington will not accept work previously performed for other organizations that have been copied, in whole or in part, from other reports or studies unless the provision of such is noted in the consultant's or consulting team's initial response for the provision of professional services. If such "liberated" materials are proposed in the initial responses to be used, the original source must be cited fully.

2.0 PROJECT INFORMATION

2.1 SCOPE OF SERVICES

The selected consultant will be responsible for providing comprehensive professional services and a Kansas-licensed professional in disciplines warranted by the project. The selected consultant will lead the scope of services in close collaboration with oversight bodies, stakeholders, and the community.

The selected consultant is anticipated to coordinate and perform their work generally aligned with the sequential stages of activity identified below. A detailed scope of work and associated fee will be requested upon selection among RFQ responses.

The Master Plan will contain the following elements:

- An overview of the Herington Lake and Herington Reservoir history that tells the story of conditions that have shaped it into what it is today and indicates what changes may be in its foreseeable future.
- A detailed conditions assessment that describes the landscape as it exists today and documents characteristics such as land use, circulation, access points, trails and parkways, open spaces, vegetation, shoreline, structures, and altered areas (by either human activity or invasive plant communities), as well as a corresponding physical and programmatic needs assessment for these areas, including recommended improvements, phasing, and costs.
- A recreational programming assessment.
- A programming plan for the park's different amenities (trails, lakes, beaches, open spaces, natural spaces, lookouts) that consider cultural and natural resources. These plans should include recommended improvements, costs, and priorities for implementation and be mindful of ecological stewardship and protection/potential improvement of lake water quality through park design.
- Analysis and evaluation of contemporary park user needs and the methods of integrating those features or assets into the existing landscape of the Herington Lake and Herington Reservoir. Where new features conflict with historical components, the evaluation shall make recommendations to accommodate user needs best while recognizing history's potential.
- An identification of project and strategic partnerships within the Regional Park.
- Support of City staff with community engagement and stakeholder conversations to inform the items listed above.

The Master Plan must also follow the State of Kansas, Kansas Department of Agriculture, Kansas Division of Water Resources, and Kansas Department of Health and Environment requirements for water development projects.

Professional services anticipated by the City to be necessary for the pursuit of this project include, but are not necessarily limited to:

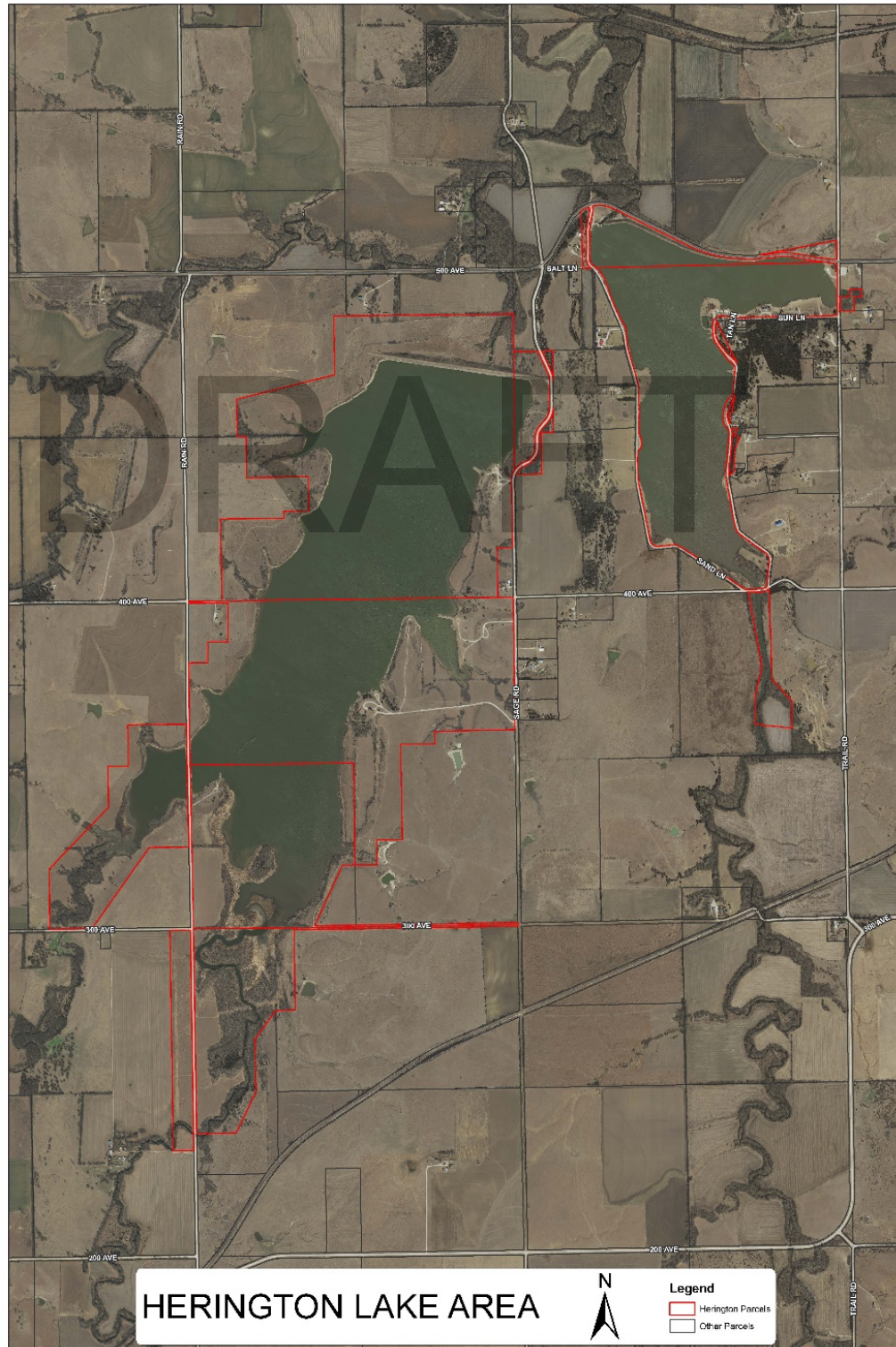
Primary

- Park Planning and Design
- Ecological Design
- Bicycle and Pedestrian Systems Planning

Secondary

- Architecture
- Watershed Management
- Stakeholder and Community Engagement
- Civil Engineering

The area of the master plan is outlined here:



2.2 GENERAL PROJECT TIMELINE

The following timeline frames significant milestones during the Herington Lakes Master Planning process.

Master Plan Start-Up: Preliminary communications & engagement, identify consultants for project, complete boundary	Q1 2021
Community Advisory Committee formulation	Q2 2021
Program and Design consultant selection	Q2 2021
Discovery and Assessment: Work closely with the project team, advisory committees, and community groups to research, assess, map and begin to understand physical conditions and park and recreation needs for the area. Engage the community about the vision for the Herington Lakes	Q2 2021 – Q4 2021
Park Master Planning: Initiate master planning for the community parks as a whole. This phase will feature community events and will significantly engage the appointed Community Advisory Committee (CAC). Staff will rely heavily on input from the general public, as well as engage significantly with area organization and service and outreach providers that work with diverse populations.	Q4 2021 – Q3 2022
Master Plan approval: City staff will work with all advisory groups, consultants, and plan partners to finalize the master plan. This will include a public comment period and final approval by the City Commission.	Q3 2022-Q4 2022

2.3 PLANNING AND DESIGN CONTEXT

The public realm in Herington is almost always created through agency collaborations and deep engagement with the community. The context of collaboration and engagement will be integral with this project due to the fact that it is a community park system located adjacent to an active local community that has historically been closely involved with the design and decision- making of the community parks in the area.

Responders need to know that this RFQ's work will be conducted within the context of ongoing City efforts to balance the local and regional voices within the process. Even though this RFQ is not seeking direct consultation in these topics, the City needs to select consulting partners who demonstrate an understanding of significant cultural, economic, historic preservation, and ecological issues and abilities to formulate design solutions through multiple lenses.

2.4 OUTCOMES

The City is not specifying a work plan or scope of work as a part of this Request for Qualifications but instead offers outcomes that must be achieved by the consultant as a part of the design process. The successful responder will be responsible for defining and providing

a Scope of Work aligned with the outcomes framed below following the selection process and prior to awarding an agreement for services. The City has designated the following as necessary outcomes of the planning process:

Process outcomes

- Strong client-consultant communications.
- Fulfillment of deliverables and project schedule (to the extent influenced by the consultant).
- Appropriate levels of design and plan document detail at each design stage.
- Concept alternatives that embody multiple layers of community benefit and meaningful contrasts in design/program.
- Concept alternative metrics that contribute to client and community understanding/decision-making.
- Innovative and inventive design options that appropriately push boundaries but are also realistic to implement within project parameters.
- Approachable and understandable design communications (appropriately geared to the client, community, and construction industry).

Community outcomes

- Meetings and interactions that allow all voices to be heard.
- A process that has bolstered community trust.
- A master plan the community is passionate about.
- A plan that is approachable to an average reader but with detail sufficient to serve as the parks' guiding instrument.

2.5 PROJECT OVERSIGHT AND COMMUNITY ENGAGEMENT

In addition to guidance and direction from City staff and partners, the program and design process will include engagement and review. The frequency and timing of meetings with groups identified below will be determined in concert with the selected consultant.

Throughout the program and design process, the City will engage the community through formal and informal methods to shape park directives.

Community Advisory Committee (CAC). The City's practice is to engage the community through a wide range of methods in a design process, including creating a CAC that frequently meets to offer insights and guidance to the park development process. The selected consultant will regularly participate in CAC meetings facilitated and coordinated by City staff.

Informal Community Engagement. In addition to formal advice and recommendations from the CAC, City staff will also engage the community through informal methods gained through other gatherings and venues. The selected consultant does not need to participate directly in these activities, although the input received may form essential points of consideration in program and design directives.

3.0 RESPONSES TO REQUEST FOR QUALIFICATIONS

3.1 PRE-SUBMITTAL MEETING, QUESTIONS, AND ADDENDA

A non-mandatory, pre-submittal meeting for this RFQ's work is to be held at City Hall, 17 N. Broadway, Herington, KS, 67449.

Questions are to be submitted via email only to the City Manager identified on the first page of this RFQ. Questions that change or substantially clarify the RFQ will be issued by written Addenda. **Addenda will be posted to the [Business Opportunities webpage](#).** See the dates on the first page of this RFQ for questions deadlines and posting of addenda.

Any communication with the City Manager shall occur via email only. Because of significant coordination and possible team overlap between this RFQ and a solicitation for design and engineering services, once this RFQ is available, the City of Herington will only accept emailed questions regarding both services.

3.2 CONTENT OF A RESPONSE

It is the responder's responsibility to submit materials by the deadline and in the format described in this Section. Where responses to questions are required, the responder shall prepare a narrative response that may include visual information, diagrams, or other means of communicating key messages. The City expects creative, unique responses specific to this request and this project. **Submissions not formatted as described in this Section will not be considered.**

Format and Content of Responses. Responders shall direct particular attention to the order and requirements of information to be included in a response as indicated in the chart below.

Section	Description	Requirements
1	Cover Letter	Limited to one page.
2	Team Identification	<ol style="list-style-type: none">1) A concise description of each firm making up the team.2) Name, address, and phone number of the lead consultant and office location from which the work would be conducted.3) Name, address, and phone number of each consulting team member, and the office location from which the work would be conducted4) Name, title, email, and phone number of the person responsible for preparing the response.

5) *If members of the team have previously done work since the start of the current planning process (spring, 2021), define the work done and who held the contract. If team members are currently under contract or have pending contracts to do work on the Lower Smoky Hill Watershed, generally define the work planned and contract holders.*

- The response for this Section shall be limited to three pages.

3	Project Understanding	6) <i>Beyond information contained in this Request for Qualifications, describe the consultant's understanding of this project's need and intent.</i>
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- The response for this Section shall be limited to two pages.

4	Skills and Experience of Lead Consultant (the firm) & Project Lead (the person)	<p>7) <i>How was the project lead chosen for this effort, and why is that individual well suited for this position?</i></p> <p>8) <i>What one or two projects completed by the Lead Consultant are most similar to this request, and how do they demonstrate experience related to the work? Provide abbreviated narrative, graphic, and pictorial support as well as references and contact information.</i></p> <p>9) <i>What role did the Project Lead play in the referenced projects, and how did their performance contribute to the project's success?</i></p> <p>10) <i>Who may be contacted as a reference for detailed questions about the project identified as relevant experience?</i></p> <p>11) <i>What other projects demonstrate the project lead's capacity to perform all stages of the work required for this project? Provide abbreviated narrative, graphic, and pictorial support for those projects.</i></p>
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- The Project Lead shall be the single individual with primary responsibility for the consultant's or consultant team's work, interactions, and deliverables. The Project Lead shall have authority for making decisions for the consultant or consultant team, including negotiating changes in the professional services agreement, should modifications become necessary.

- In submitting a response and identifying a Project Lead, the City assumes the Project Lead has sufficient time to serve in this role fully. No substitution in the role of Project Lead will be permitted unless the individual listed leaves the consultant firm or is physically unable to perform the work, in which case it shall be presumed that a Project Lead with substantially similar experience will be assigned and made similarly available to the project. The City reserves the right to review and confirm the qualifications and suitability of any substituted Project Lead. In the event of a Project Lead departure, the consultant or consultant team assumes all responsibilities related to "onboarding," gaps of information, delays of the project, or other similar issues resulting from a transition in high-level project personnel.
- The response for this Section shall be limited to four pages.

5

Skills and Experience of Consulting Team Members and Key Personnel

12) What projects performed by the consulting team members are most like this request's focus, and what roles did the team members play in the projects? Provide abbreviated narrative and graphic support for the projects, including references and contact information.

13) What other projects demonstrate the team member's capacity to perform all stages of the work required for this project? How has this experience contributed to the responding team's qualifications?

14) Why are the key team members assigned, and why are they well-positioned to perform those roles?

15) Are there roles deemed necessary by the consultant to perform their scope of work that have not been filled at the time of response submittal, and why?

- Key Personnel shall be those individuals responsible for assuming significant tasks and assuring the quality of deliverables.
- Responders confirm that Key Personnel have time sufficient to serve the role. The City reserves the right to review and confirm any substitution during the project. The consultant assumes responsibilities related to "onboarding," gaps of information, delays

of the project, or other similar issues resulting from a transition in high-level project personnel.

- The individual(s) responsible for any historic preservation plan, if it is determined to be required, shall be a planner with a master's degree in planning and at least five years of experience planning for historic properties, preferably a member of the American Institute of Certified Planners, a historian, and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and architectural history, an architect who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for a historic architect, and a landscape architect who has a combination of education and experience in landscape architecture equivalent to the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect.
- The response for this Section shall be limited to five pages.

6	Approach	<p>16) <i>In general terms, describe the approach to creating plans for the project. Include roles for the owner, key stakeholders, and community. Identify general milestones, checkpoints, and deliverables, but do not include a full work scope and schedule.</i></p> <p>17) <i>Describe the approach in leading inclusive processes that allow for a broad spectrum of voices to be heard.</i></p> <p>18) <i>Describe the approach in identifying and assessing history, significance, and historic features of the cultural landscape, if deemed necessary, and how this informs future treatment and design decisions.</i></p> <ul style="list-style-type: none">• The response for this Section shall be limited to three pages.
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7	Risks	<p>19) <i>What risks might be encountered in this process, and how will the consultant mitigate those risks?</i></p> <ul style="list-style-type: none">• The response for this Section shall be limited to one page.
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8	Certification	<p>20) <i>The responder shall provide and agree to the following statement, executed by an individual with authority to represent the responder's activities and interests.</i></p>
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I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the City of Herington's Request for Qualifications is current, true, and correct to the best of my knowledge. I hereby authorize and request any person, agency, or firm to furnish any pertinent information requested by the City deemed necessary to verify the statements made in this submittal.

(Signature) (Title) (Date)

- The response for this Section shall be limited to one page.
-

In addition to the requirements indicated in the chart above, responders shall note the following:

- In the requirements outlined above, the term "page" shall refer to the face of
- each page, such that one page is equal to one face (side) of a sheet of paper;
- No page shall be larger than 8-1/2 inches by 11 inches;
- No text shall be smaller than 11 points for any portion of the primary narrative or smaller than 9 points for any other text; and
- No other material or information shall be appended to a response.

3.3 RESPONSE SUBMITTAL

Submit **one electronic copy** in pdf format to the City Manager identified on the first page of this RFQ. Responses will not be returned and will become public data at the time of consultant selection. **Late submissions will not be considered.**

Paper copies to the City Manager are optional and may also be submitted prior to an interview if the team is shortlisted.

3.4 EVALUATION OF RESPONSES

Responses shall be reviewed using the following criteria:

- | | |
|--|---|
| • Adherence to requested format | No consideration will be given to submittals failing to follow the format |
| • Written quality, clarity, and directness | 10 percent |
| • Firm experience | 15 percent |
| • Qualifications and past performance of project lead | 20 percent |
| • Qualifications and past performance of other key personnel | 15 percent |
| • Demonstrated project understanding, including risks | 20 percent |

- Demonstration of thoughtfulness, creativity, 20 percent innovation and expertise in professional practice

3.5 INTERVIEWS

Shortlisted consultants will be invited to a 60 to 90-minute interview with a selection committee to present their unique experience related to this effort and approach to creating a program model. Interview time may include both presentation and Q&A. The selection committee will attempt to reach a consensus on a preferred consultant immediately following interviews. The City reserves the right to forgo interviews and select a consultant based on a qualified response. The City also reserves the right to negotiate a scope and fee with more than one responder.

Shortlisted consultants shall be notified of interviews at least five days prior to any alternative dates scheduled for the interview.

Participation in the interview will be limited to five members of the consulting team, unless approved in advance by the City Manager, and must include the Project Lead and other Key Personnel identified in the response up to the participants' limit.

Consultants selected for an interview shall consider the information in response to this Request for Qualifications to be read and understood, with no need to repeat or review that information during an interview. The City may provide additional information regarding interviews at any time before the interview.

The interview team tentatively includes:

- City Manager (Branden Dross)
- ?

4.0 ADDITIONAL INFORMATION

4.1 ABOUT THE CITY OF HERINGTON

One of the City of Herington's missions is to preserve, protect, maintain, improve, and enhance its natural resources, parkland, and recreational opportunities for current and future generations. The City of Herington exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

The City of Herington's Street Department is responsible for maintaining the Herington Park system and coordinating with the City Manager and City Commission to develop the Herington Park system to meet Herington's needs. The City Manager oversees planning and provides high-level oversight and leadership to the Street Department Superintendent related to the park system. Street Department staff, all appointed by the Superintendent, oversee operations.

The Herington Park System consists of park properties, including local and regional parks, playgrounds, gardens, picnic areas, biking trails, and walking paths. The park system's backbone is its recreation centers, which are overseen by the Herington Recreation Commission. The Recreation Commission is appointed and partially funded by the City Commission.

4.2 CITY OF HERINGTON RIGHTS

The City of Herington may reject any or all proposals, parts of proposals, accept part or all of proposals, create a project of lesser or greater scope than described in this Request for Proposal, or the respondent's reply to the financial components submitted. The City also reserves the right to cancel the contract without penalty if circumstances arise, preventing the City from completing the project.

4.3 RESTRICTED DISCUSSIONS/SUBMISSIONS

From the date of issuance of the RFQ until the City Manager takes final action, the responder must not discuss the proposal or any part thereof with any employee, agent, or representative of the City except as expressly requested by the City Manager in writing and as stipulated in this RFQ. Violation of this restriction will result in the rejection of the responder's proposal.

4.4 INDEPENDENT PARTIES

Except as expressly provided otherwise in the contract resulting from this RFQ, if any, the responder shall remain independent parties, and neither shall be an officer, employee, agent, representative, or co-partner of, or a joint venture with, the other.

4.5 PERFORMANCE INVESTIGATIONS

As part of its evaluation process, the City may make investigations to determine the responder's ability to perform under this RFQ. The City reserves the right to REJECT any proposal if the responder fails to satisfy the City that it is adequately qualified to carry out the obligations under this RFQ.

4.6 SEVERABILITY

If any provision of the contract resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

4.7 NOTICES

All notices and other matters pertaining to the contract resulting from this RFQ, if any, shall be in writing, shall be hand-delivered or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when received by the addressee at the address set forth on this RFQ.

4.8 INTEREST OF MPRB BOARD OF COMMISSIONERS

The responder acknowledges that no current commissioner of the City of Herington has any interest, financial or otherwise, direct or indirect, in the contract.

4.9 EMPLOYEE INVOLVEMENT/ COVENANT AGAINST CONTINGENT FEES

Employee Involvement: Responder hereby certifies that, to the best of its knowledge and belief, no individual employed by the responder or subcontracted by the responder has an immediate relationship to an employee of the City who was directly or indirectly involved in the procurement of a contract resulting from this RFQ. For purposes of this provision, immediate relationship means a current spouse, a person who currently has any interest including but limited to an equity interest in the responder's business, and a person who is currently a party to a contract materially related to the work outlined in the RFQ, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the responder materially related to the work outlined in the RFQ. As outlined above, contractual party interest does not include an agreement with a former owner and/or employee of the responder that is incident to the completed buyout of ownership interest and/or the final separation of employment with the responder.

Covenant Against Contingency Fees: The Responder also warrants that no person or selling agency has been employed, engaged, or retained to solicit or secure any contract resulting from this RFQ or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the responder's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the City to be maintained by the responder for the purpose of securing business for the responder. In the event of the responder's breach or violation of this warranty, the City shall, subject to responder's rights, have the right, at its option, to annul any contract resulting from this RFQ without liability, to deduct from the charges otherwise payable by the City under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the City under such contract, at law or in equity.

Violation of either of the above sections by the responder shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the responder provided in the contract, or in law, or in equity.

4.10 HOLD HARMLESS

The responder agrees to defend, indemnify and hold harmless the City, its officials, and its employees from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the responder, its employees, agents or employees of subcontractors, in the performance of this contract or by reason of the failure of the responder to fully perform, in any respect, all of its obligations under this contract.

The City agrees to defend and hold harmless insofar as the law allows the responder, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the City or its employees in the performance under this contract or by reason of the failure of the City to fully perform its obligations under this contract.

4.11 DATA PRACTICES

The responder agrees to comply with the applicable state and federal laws relating to data privacy or confidentiality. The responder shall immediately report to the City Manager any requests from third parties for information relating to this agreement. The City agrees to respond to inquiries from the responder concerning data requests promptly. The responder agrees to hold the City, its officials, department heads, and employees harmless from any claims resulting from the responder's unlawful disclosure or use of data protected under state and federal laws.

4.12 STANDARD CONTRACTUAL OBLIGATIONS AND OTHER INFORMATION

4.12.1 PROFESSIONAL SERVICES AGREEMENT

The City will provide the selected Design Team with a **Professional Service Agreement**. The chosen Design Team will be expected to complete the agreement's requirements and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without City approval.

4.12.2 CHANGES

The City may, from time to time, request changes in the Scope of Services to be performed by the Design Team. Such changes, including any increase or decrease in the amount of Design Team's compensation, which are mutually agreed upon, shall be incorporated in written amendments to the Professional Services Agreement and may require Board approval, which takes several weeks. Design Teams shall monitor their budgets and plan and budget time accordingly.

4.12.3 SUBMITTAL CONTENTS

The contents of the submittal and any clarifications to the contents submitted shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

4.12.4 DRAWING AND SPECIFICATION REQUIREMENTS

- Compatibility with the latest version of AutoCAD.
- Pen Table line weights and fonts shall be included as an e-transmittal package.
- AutoCAD files must be projected using the Dickinson County coordinate system.

4.12.5 ENTIRE AGREEMENT

The responder's written submission in response to this request shall be considered the responder's formal offer. The request's content, the responder's submission in response to the request, and the resulting contract, if any, shall be the entire agreement between the successful responder and the City. It is understood and agreed that nothing herein or in the resulting contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or in any manner whatsoever. The responder, if any, is, and shall remain, an independent Responder operating in accord with the terms and conditions of the rights granted as a result of this request.

END OF DOCUMENT

DRAFT



Advisory Board Application

OFFICE USE:
Term Length _____
Appointed Date _____
Expiration Date _____

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 CVB

Name: John Matula Address: 706 S Broadway Herington KS

Phone Number: 785-561-0011 Email Address: police.chief@cityofherington.com

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

I believe I have experience and ideas, after living all over, that can be an asset to the board. I am young enough to have fresh ideas, and experienced enough to see them through.

DRAFT

➤ 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?

- Establish a plan to bring in new companies and/or market the area resources to companies that may be interested in Herington.
- Try to have the younger residence get more involved in local happenings to bring in visitors/business.

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

Again, after living all over the US, I have seen how cities of all sizes, large and small, attempt to bring visitors/business to their areas. I feel I can share what I enjoyed and assist in doing so locally.

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.

2020 Budget

	Deposit	Expenditures	Balance
Carry Over from 2019			
Estimated 2020 Transient Guest Tax Support	\$ 10,000.00		\$ 18,387.04
Carryover of \$3500 from 2019		\$ 4,000.00	\$ 28,387.04
Lighting For Sign Website		\$ 450.00	\$ 24,387.04
Kansas Travel		\$ 400.00	\$ 23,937.04
Chamber Dues		\$ 1,200.00	\$ 23,537.04
Historical Society Festival		\$ 2,500.00	\$ 22,337.04
Broadway Block Party		\$ 1,000.00	\$ 21,337.04
Fireworks Show		\$ 1,000.00	\$ 20,337.04
Chamber Support		\$ 2,400.00	\$ 17,937.04
Radio Advertising		\$ 1,200.00	\$ 16,737.04
Festival	\$ 705.00	\$ 3,000.00	\$ 15,437.04
Chamber Halloween		\$ 500.00	\$ 14,937.04
Swag and Brochures		\$ 500.00	\$ 14,437.04
		\$ 200.00	\$ 14,237.04
Amended Budget of \$200 to the Free Fair			\$ 15,437.04
Amended Budget Transfer from Historic Society to Covid Assistance	\$ 1,000.00	\$ 1,000.00	\$ 14,437.04
Total	\$ 11,705.00	\$ 19,350.00	\$ 10,742.04
Carry Over to 2020	\$ 7,705.00		\$ 18,447.04
Amounts not Funded	\$ 500.00		\$ 18,947.04

2021 Budget

	Deposits	Expenditures	Balance
Blue Grass Festival			\$ 18,947.04
Broadway Block Party	\$ 8,000.00		\$ 26,947.04
Chamber Dues		\$ 5,000.00	\$ 21,947.04
Chamber Support		\$ 1,000.00	\$ 20,947.04
Covid Assistance		\$ 1,200.00	\$ 19,747.04
Freefair		\$ 2,400.00	\$ 17,347.04
Fireworks		\$ 1,500.00	\$ 15,847.04
Historical Society Festival		\$ 1,200.00	\$ 14,647.04
		\$ 1,000.00	\$ 13,647.04
		\$ 2,500.00	\$ 11,147.04

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Estimated 2021 Transient Guest Tax Support

\$3705 Carry Over from 2020	\$ 8,000.00		\$ 26,947.04
Aug or September		\$ 5,000.00	\$ 21,947.04
Yearly Membership		\$ 1,000.00	\$ 20,947.04
Yearly Donation if funds allow		\$ 1,200.00	\$ 19,747.04
Sanitizer, Dispensers, Cleaning Agents		\$ 2,400.00	\$ 17,347.04
Annual Free Fair in July		\$ 1,500.00	\$ 15,847.04
Independence Day Celebration		\$ 1,200.00	\$ 14,647.04
Railroad Days		\$ 1,000.00	\$ 13,647.04

Kansas Travel				
Lighting for Signage				
Radio Advertising				
Social Media				
Website				
Magazine Advertising				
\$4000 Carry Over from 2019 and 2020				
Radio Advertising				
Online Advertising				
Visit Herington Site				
Total				

\$	400.00	\$	10,747.04
\$	4,000.00	\$	6,747.04
\$	1,200.00	\$	5,547.04
\$	300.00	\$	5,247.04
\$	450.00	\$	4,797.04
\$	22,150.00	\$	4,797.04
		\$	4,797.04

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