

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 7, 2021
5:30 p.m.

1. Pledge of Allegiance

2. Consider Minutes of the Regular Meeting November 16, 2021
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,
Commissioner Hartman, Mayor Urbanek

3. Consider the Revisions to the Minutes of the Regular Meeting January 5, 2021
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,
Commissioner Hartman, Mayor Urbanek

4. Public Forum

5. Additional Agenda Items

6. Approval of Agenda
Motion _____ Seconded _____ Action _____
Commissioner Castleberry, Commissioner Donahue, Commissioner Bell,
Commissioner Hartman, Mayor Urbanek

7. Public Hearing for the Neighborhood Revitalization Plan (NRP)

8. Police Update

9. Fire Update

10. Neighborhood Enforcement Update

11. City Clerk Update

12. Discuss and Action Ordinance 1843

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

13. Discuss and Action on Agreement for Fire Protection Services for Fire District 11, Clarks Creek Township for \$5326.69

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

14. Discuss and Action on Agreement for Fire Protection Services for Fire District 7, Morris County for \$10,783.84

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

15. Discuss and Action on Agreement for Fire Protection Services for all Sections 1 – 36 in Lyon Township, Dickinson County, Kansas for \$20,436.59

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

16. Discuss and Action on Agreement for Fire Protection Services for Union Township, Dickinson County, Kansas for \$2504.72

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

17. Discuss and Action on Cereal Malt Beverage License Renewal for Pizza Hut for the Year Ending 12/31/2022

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

18. Discuss and Action on Cereal Malt Beverage License Renewal for Uncle Bob's Bowling Center for the Year Ending 12/31/2022

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

19. Discuss and Action on Cereal Malt Beverage License Renewal for Ampride for the Year Ending 12/31/2022

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

20. Discuss and Action on Lease Extension with Tri-County Free Fair Board on 820 S Broadway

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

21. Discuss and Action to set a date for a Special City Commission Meeting with the Planning Commission

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

22. Discuss and Action to Approve the Revisions made to Ordinance 1840 to Clarify the Conditional Use Permit

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

23. Discuss and Action Conditional Use Permit for 602 N D St. Herington, KS 67449 Business Signage

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

24. Update on McClaren Right of Way

25. Update on the 2021 Lake Season Financials

26. 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 relationship exception K.S.A. 75-4319(b)(2) in order to discuss matters of litigation, and to include the following persons:

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

With the open meeting to resume in the City Commission Chambers at _____pm.

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

27. 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 relationship exception K.S.A. 75-4319(b)(2) in order to discuss contract negotiations, and to include the following persons:

- Governing Body
- City Manager

- City Attorney
- City Clerk
- _____

With the open meeting to resume in the City Commission Chambers at _____pm.

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

28. City Manager Comments

29. Commissioner Comments

30. Adjourn

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

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

DRAFT

Public Comment is limited to 3 minutes per person. This is intended for citizens to express their views. 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. All Commissioners can add additional agenda items if they choose for discussion. See The Code of Procedure for Kansas Cities section 10 Agenda items. *“Members of the public may not place an item on the agenda but may have a governing body member sponsor such an item.”*

All questions posed during public forum should be answered within the specific agenda item by any Commissioner or followed up as needed by staff in a timely manner during regular business hours following the meeting.

Please also review the protocol from The Code of Procedure for Kansas Cities Section 7 Public Comment. *If public comment is allowed during the meeting, the citizen desiring to comment on matters of a general nature, not specific to an agenda item, shall sign up in advance of the meeting & shall provide his or her name and address for the purpose of putting both in in the minutes of the meeting. Any comment taken on specific agenda items shall require the citizen to state his or her name and address for the minutes. The mayor or meeting chair may limit the time of each citizen based upon the number of people wishing to speak and the amount of time available for the public comment portion of the meeting.* All questions posed during public forum should be answered within the specific agenda item by any Commissioner or followed up as needed by staff in a timely manner during regular business hours following the meeting. Unfortunately, some citizen prolonged dialogue, demeanor & or outburst during the meeting has caused this to be enforced for all.

It is recommended that you request in advance for a specific item to be added to the agenda. This request should be received by the City Manager before Friday at noon preceding the meeting. See The Code of Procedure for Kansas Cities section 10 Agenda items. Agenda items. *“Members of the public may not place an item on the agenda but may have a governing body member sponsor such an item.”*

I would encourage every citizen to reach out to every Commissioner to have personal discussion of their concerns. By reaching out to select individuals only, may result in dissatisfaction of the outcome. We all have discussions with many citizens, how we base our decision is relative to the individuals that reach out to us specifically.

Regular Meeting
November 16, 2021
5:30 p.m.

The Board of City Commissioners of the City of Herington, Kansas met at City Hall at 5:30 p.m. on the above date – the following being present: Mayor Debi Urbanek, Commissioner Curtis Hartman, Commissioner Robbin Bell, Commissioner Vance Donahue II, Commissioner Ben Castleberry, City Manager Branden Dross, City Attorney Brad Jantz and City Clerk Megan Lawrenz. Also in attendance were Gabriele Simmons, Larry Mann, Carl Urbanek, Todd Anderson, Vance Donahue Sr, Eric Gares and Janet Wade.

The meeting opened with the Pledge of Allegiance.

Commissioner Donahue made a motion to approve the minutes from the regular meeting November 2, 2021, seconded by Commissioner Bell. Motion carried 5-0.

Public Forum – None.

Additional Agenda Items – Table agenda item 6 until the next meeting. Add 9a Planning Commission Application and 12a City Manager Comments.

A motion was made by Mayor Urbanek, seconded by Commissioner Bell to approve the agenda tabling agenda item 6, adding 9a and 12a. Motion carried 5-0.

Wastewater Treatment Plant Change Order #3 – Mayor Urbanek made a motion to approve change order #3 in the amount of \$5067.65 for the Wastewater Treatment Plant, seconded by Commissioner Donahue. Motion carried 5-0.

Wastewater Treatment Plant Phase 2 Agreement – Commissioner Bell made a motion to approve the wastewater treatment plant phase 2 agreement for professional engineering services with SMH Consultants subject to staff review for \$16,980.00 and to authorize the City Managers signature, seconded by Commissioner Castleberry. Motion carried 5-0.

Neighborhood Revitalization Plan – City Manager Branden Dross updated the Commission that USD 487 had signed off on the plan, and that it would be published in the paper for the next two weeks. The public hearing will be held at the next commission meeting December 7, 2021.

Planning Commission Application for Vance Donahue Sr. – Commissioner Bell made a motion to approve Vance Donahue Sr.'s application for the planning commission term to expire 11/30/2024, seconded by Mayor Urbanek. Motion carried 4-0, with Commissioner Donahue abstaining from the vote.

Purchase of Easement for 201 S C St – Commissioners would like to see a solution to all residents facing this problem in the area. Mayor Urbanek made a motion to approve the purchase of easement for 201 S C St, Herington, KS 67449, seconded by Commissioner Donahue. Motion carried 5-0.

Hogdgon Lease Extension – Tabled until next meeting, City Attorney Brad Jantz will send an email so the Commissioners can see the original contracts that this renewal stems from. Mayor Urbanek made a motion to table this agenda item until the next meeting, seconded by Commissioner Bell. Motion carried 5-0.

Executive Session – Mayor Urbanek motioned to 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 relationship exception K.S.A. 75-4319 (b)(2) to discuss matters of litigation to include the Governing Body, City Manager, City Attorney and City Clerk with the open meeting to resume at 6:18pm, seconded by Commissioner Bell. Motion carried 5-0. No action taken.

Executive Session – Mayor Urbanek motioned to 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 relationship exception K.S.A. 75-4319 (b)(2) to discuss contract negotiation to include the Governing Body, City Manager, City Attorney and City Clerk with the open meeting to resume at 6:28pm, seconded by Commissioner Bell. Motion carried 5-0. No action taken.

City Manager Comments – NEO Crystal Parris and David Kahle have been speaking with residents about system upgrades needed on the resident's side, the city will give residents 6 months to get upgrades completed. If not completed in the 6-month time frame residents will be mailed a letter. There was a great send off for Madi Becker on 11/22 as she headed to Miss Teen USA. Staff is working on conforming the lake reservation software. 11/3 was the lake master plan kickoff, next will be an input session at the Community Building on 12/8. Fire service contracts will be on the next agenda. Working on the water rate increase proposal for Hope and Woodbine. Branden will be on the radio. Branden has been working on getting a group of students from KU to work on the comp plan and looking to get a city intern to help with the comp plan.

Commissioner Castleberry – None.

Commissioner Donahue – Mentioned a margin of error in the computer accounting of the ballots, wondered if the city could pay for a re-count to be done by hand.

Commissioner Bell – Mentioned the City could move their brush pile out at the lake further south. Also mentioned seeing a camper out at the lake. The police department hadn't been to the lake that day to check for registrations, but the police department is still checking registrations most days. Wondered if the city should investigate a roller for all the patches they have been completing on the streets.

Commissioner Hartman – None.

Mayor Urbanek – Asked about the hay/grazing/airport leases. City Attorney Brad Jantz to get them to Branden. Also mentioned corrections needed to the minutes from January of 2021.

Adjourn – Commissioner Hartman made a motion to adjourn, seconded by Commissioner Castleberry. Motion carried 5-0.

Megan Lawrenz, City Clerk

Regular Meeting
January 5, 2021
5:30 p.m.

The Board of City Commissioners for the City of Herington, Kansas met at City Hall at 5:30 p.m. on the above date - the following being present: Mayor Debi Urbanek, Commissioner Curtis Hartman, Commissioner Eric Gares, Commissioner Vance Donahue, City Manager Branden Dross, City Attorney Brad Jantz and City Clerk Megan Lawrenz. Also, in attendance were Chief John Matula, Isabel Schmedemann, Bryan Coffey, Ed Mueller, Larry Mann, Carl Urbanek, Derek Charles, Duane Bauer, Interim Fire Chief Kyler Schlesener and Assistant Police Chief Curtis Tyra. Not present were Commissioner Robbin Bell and Commissioner-Elect Ben Castleberry.

The meeting opened with the Pledge of Allegiance. Mayor Urbanek called the meeting to order. A motion was made by Commissioner Gares, seconded by Commissioner Hartman to approve the Minutes of the Regular Meeting December 15, 2020, and Special Meeting December 17, 2020, and Special Meeting December 29, 2020. Motion carried 3-1.

Mayor Urbanek motioned to amend the minutes from the Regular Meeting held December 15, 2020, to include, City Attorney Brad Jantz's comments regarding public forum, the Herington Municipal Hospital, and his suggestions. Also, to be included is the amount the City of Herington will be responsible for, for the KDWPT grant. Commissioner Gares seconded. Motion carried with all Commissioners voting "Aye".

Additional Agenda Items – Commissioner Donahue requested to table items 7. Presentation of Plaque of Appreciation to Commissioner Eric Gares, 8. Adjourn Sine Die, 10. Oath of Office Commissioner-Elect Debra Urbanek, 11. Oath of Office Commissioner-Elect Ben Castleberry, 13. Additional Agenda Items and 24. Discuss and Action as Necessary on Herington Municipal Hospital Moratorium Resolution. Motion died for lack of a second.

Approval of Agenda – Mayor Urbanek motioned to approve the agenda, seconded by Commissioner Gares. Motion carried 3-1 with Commissioner Donahue casting the dissenting vote.

A motion was made by Mayor Urbanek, seconded by Commissioner Gares to recess into executive session K.S.A. 756-4319(b)(1) pursuant to the personnel matters of non-elected personnel exception, to discuss City Manager 90-day Evaluation to include the Governing Body, City Attorney if needed and City Manager when appropriate with the regularly scheduled meeting to resume at 6:10pm. Motion carried with all Commissioners voting "Aye". No Action Taken.

Commissioner Gares motioned to add agenda item 6a. Discuss and Action on City Manager Contract, seconded by Commissioner Donahue. Motion carried with all Commissioners voting "Aye".

Commissioner Gares motioned to amend the City Managers contract with a 1.5% pay raise effective January 1, 2021, seconded by Mayor Urbanek. Motion carried with all Commissioners voting "Aye".

Presentation of Plaque of Appreciation to Commissioner Eric Gares.

Mayor Urbanek motioned to Adjourn Sine Die, seconded by Commissioner Gares. Motion carried with all Commissioners voting "Aye".

Call to Order

Oath of Office Commissioner-Elect Debra Urbanek

Oath of Office Commissioner-Elect Ben Castleberry

Public Forum – None

Additional Agenda Items – Mayor Urbanek asked to remove agenda items 24. Discuss and Action as Necessary on Herington Municipal Hospital Moratorium Resolution and 25. Discussion on Proposed Herington Hospital Charter Ordinance until Commissioner Bell and Commissioner Castleberry are present. City Manager Dross requested the addition of 29a. Executive Session pursuant to the: Consultation with an attorney on matters that would be deemed privileged in the attorney-client relationship exception K.S.A. 75-4319(b)(3) to discuss potential litigation. Seconded by Commissioner Hartman, motion carried with all Commissioners voting "Aye".

Discuss and Action to Elect Mayor – Mayor Urbanek motioned to table until next regularly scheduled meeting. Seconded by Commissioner Hartman, motion carried with all Commissioners voting "Aye".

Discuss and Action to Elect Vice-Mayor – Mayor Urbanek motioned to table until next regularly scheduled meeting. Seconded by Commissioner Hartman, motion carried with all Commissioners voting "Aye".

Discuss and Action on Making Central National Bank and The First National Bank of Hope Official City of Herington, KS Depositories for the 2021 Year – Commissioner Hartman motioned to make Central National Bank and The First National Bank of Hope official City of Herington, KS Depositories for the 2021 year. Seconded by Mayor Urbanek. Motion carried with all Commissioners voting "Aye".

Discuss and Action on Making the Dickinson County News-Times the Official Newspaper for the City of Herington, KS for the 2021 Year- Commissioner Hartman motioned to make the Dickinson County News-Times the Official Newspaper for the City of Herington, KS for the 2021 year. Seconded by Mayor Urbanek, motion carried with all Commissioners voting "Aye".

Police Update – Police Chief Matula updated the Commissioners that Sergeant Curtis Tyra was promoted to Assistant Chief of Police effective 1/3/2021. The Police Department has lost three Police Officers over the last few weeks. Three officers have been hired to replace them, starting 1/17, 2/1 and 2/15. In December there were 29 traffic stops, 180 calls for service and 6 arrests (2 felonies, 2 misdemeanors, 2 warrants). The Police Department also purchased an unmarked car for their detective, the Crown Vic was traded in and the vehicle cost \$10,000.

Fire Update – Interim Fire Chief Schlesener updated the Commissioners that there were 24 calls in December, and 209 for 2020. There was no fire drill in December due to the COVID spike in the area, however training videos on the new extrication equipment will be sent. One volunteer firefighter left recently, but there are two new volunteers. The Fire Department received 24 free radios. The struts have been delivered, but they are still waiting on the air bags.

Financials – City Clerk Lawrenz updated the Commission that the quarterly treasurers' reports have been caught up, and that 2020 Q3 was to be published this week. A balance sheet was also provided for November 2020.

City Update of COVID-19 – Vaccines are available, and City Manager Dross could demand employees receive the vaccine, but will encourage higher risk employees to get the vaccine.

Presentation of Herington Municipal Hospital Financials – Bryan Coffey CFO and Isabel Schmedemann CEO of the Herington Municipal Hospital presented their financial audit covering the last three years. Also presented was the 2021 budget, along with a revenues/expenses statement and balance sheet. Commissioners had no questions. City Manager Dross did ask if the Hillsboro Clinic was accounted for separately or if it was included in the overall numbers, Herington Municipal Hospital Administration said that it was not accounted for separately. Herington Municipal Hospital Administration noted that they receive approximately \$240,000 in sales tax but spends approximately \$147,000 on utilities for the facility yearly. Mayor Urbanek also mentioned that Isabel Schmedemann would provide City Hall staff with Herington Municipal Hospital Board of Trustees meeting minutes.

KMEA Monthly Payment Appropriation – The \$11,764 monthly payment from KMEA starts January 2021. Commissioners asked for recommendations from City Manager Dross for places that the funds could be used.

KMEA Contract – Authorize Mayor's Signature – Commissioner Hartman motioned to authorize the Mayor to sign the KMEA contract. Seconded by Commissioner Donahue, motion carried with all Commissioners voting "Aye".

Discuss and Action on the Reappointment of Mayor to the Flint Hills Regional Council Board of Directors – Agenda item needs to be tabled until a new Mayor is chosen. Mayor Urbanek motioned to table the reappointment of Mayor to the Flint Hills Regional Council Board of Directors, seconded by Commissioner Hartman. Motion carried with all Commissioners voting "Aye".

Discuss and Action on the Water Treatment Plant Ordinance Revision - Ordinance needs to be revised to reflect the new loan amount. Mayor Urbanek motioned to approve the revised Water Treatment Plant Ordinance not to exceed the amount of \$5,600,700.00 in the next sequential order, seconded by Commissioner Hartman. Motion carried with all Commissioners voting "Aye".

ORDINANCE NO. 1831

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 1810 OF THE CITY OF HERINGTON, KANSAS.

Commissioner Hartman made a motion to authorize the Mayor to sign, seconded by Commissioner Donahue. Motion carried with all Commissioners voting "Aye".

A motion was made by Mayor Urbanek, seconded by Commissioner Hartman to recess into executive session K.S.A. 75-4319(b)(2) pursuant to the consultation with an attorney on matters that would be deemed privileged in the attorney-client relationship to discuss potential litigation to include the Governing Body, City Attorney, City Manager and City Clerk with the regularly scheduled meeting to resume at 7:05pm. Motion carried with all Commissioners voting "Aye". No action taken.

City Manager Comments – There is a current vendor at the Airport who may be interested in the building that Midway farms recently vacated. There will be bridge inspections over the next few months. Neighborhood Enforcement Officer started Monday 1/4/2021. Police Records Clerk started Monday 1/4/2021. Have received Fire Chief resumes, will work on a questionnaire to send out, hoping to interview in the next two or three weeks. The Water Treatment Plant groundbreaking got pushed back to 1/21/2020. The additional sales tax for the hospital did not end on 12/31/2020. It will end on 3/31/2021. The Wastewater Treatment Plant project should start in the next week or two and should be complete by mid-July. Brandon got a quote for wireless lapel mics for approximately \$2800, he understands that it is within his spending authority but wanted the Commissioners input. Commissioners agreed that it would be a good investment. City employees will begin training on internet/email security, three-year contract for \$1500 instead of \$6000/year for insurance coverage. The state is involved with the 205 N 10th property, there is \$10,000 available for the property and an additional \$10,000 for the vacant lot. Cost sharing is 75/25 (City 25%), but FEMA will reimburse at 1.5%.

Commissioner Comments-

Commissioner Donahue – Appreciates everything City Manager Dross has completed in his first 90 days. Thanked Commissioner Gares for his service. Asked about looking into the Safe Routes to School Grant for sidewalks to the school again.

Commissioner Hartman – Thanked City Manager Dross and Commissioner Gares.

Mayor Urbanek – Asked about the status of the Lake Reservation Software. Asked for an updated on the credit card fees, staff replied that there is a lot of conflicting information that they are working through. Will have another update soon. Keep 5G on the list. Thanked City Manager Dross and Commissioner Gares.

A motion was made by Commissioner Hartman, seconded by Commissioner Donahue to adjourn. Motion carried with all Commissioners voting “Aye”.

Megan Lawrenz, City Clerk

DRAFT

Published in the official newspaper on the _____ day of _____, 2021.

ORDINANCE NO. 1844

AN ORDINANCE AMENDING ORDINANCE NO. 1840 GRANTING A CONDITIONAL USE PERMIT ON CERTAIN PROPERTY LOCATED AT 110 N. TO SPECIFY ONLY A LIMITED CONDITIONAL USE BROADWAY WITHIN THE CITY OF HERINGTON, DICKINSON COUNTY, STATE OF KANSAS, FOR A SPECIFIC PORTION OF THE PREMISES, A SECOND FLOOR RESIDENTIAL DWELLING ONLY, UNDER THE AUTHORITY GRANTED BY ORDINANCE 1490 ADOPTING ZONING REGULATIONS FOR THE CITY OF HERINGTON, KANSAS; REPEALING EXISTING ORDINANCES; AND INCORPORATING ALL SUCH PROVISIONS BY REFERENCE.

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

SECTION 1: Having previously received a recommendation from the Herington Planning and Zoning Commission, and proper notice having been given and a public hearing held as provided by law, a conditional use permit change for residential use (R1), **for a specific portion of the premises, a separate residential dwelling only, located in the rear of the commercial structure**, is hereby approved and ratified in the current Central Business District B5 and is changed as follows:

The following area granted a conditional use permit for a residential use (R1) **for a specific portion of the premises, a separate residential dwelling only, located in the rear of the commercial structure**, in a Central Business District B5.

LEGAL DESCRIPTION OF PROPERTY AFFECTED:

INSERT LEGAL Lots 12 and 14 in Block 21, Original Town, City of Herington, Dickinson County, Kansas.

COMMONLY KNOWN AS: 110 N. Broadway, Herington, Kansas by city records and identified as 108 N. Broadway, Herington, Kansas by Dickinson County records.

SECTION 2: ENTRY ON THE OFFICIAL ZONING MAP. Upon the effective date of this Ordinance, the above conditional use permit shall be granted and valid for residential use (R1) **for a specific portion of the premises, a separate residential dwelling only, located in the rear of the commercial structure**, as entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Zoning Ordinance as amended.

SECTION 3: EFFECTIVE DATE. This ordinance shall become effective and in full force from and after its passage, adoption and publication one time in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF HERINGTON, KANSAS this ____ day of _____, 2021.

DEBI URBANEK, MAYOR

DRAFT

ATTEST:

MEGAN LAWRENZ
CITY CLERK

SEAL:

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 7th day of December, 2021 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 2021. 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

PARTY OF THE SECOND PARTY

THE CITY OF HERINGTON, KANSAS

By _____
Mayor

By _____
Title _____

ATTEST:

ATTEST:

City Clerk

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 7th day of December, 2021 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 2021. 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 _____
Mayor

By _____
Title _____

ATTEST:

City Clerk

ATTEST:

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 7th day of December, 2021 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 2021. 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

PARTY OF THE SECOND PARTY

THE CITY OF HERINGTON, KANSAS

By _____
Mayor

By _____
Title _____

ATTEST:

ATTEST:

City Clerk

By _____

Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 7th day of December, 2021 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 2021. 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

PARTY OF THE SECOND PARTY

THE CITY OF HERINGTON, KANSAS

By _____
Mayor

By _____
Title _____

ATTEST:

ATTEST:

City Clerk

By _____

Title _____

(SEAL)

Published in the official newspaper on the _____ day of _____, 2021

ORDINANCE NO. 1843

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO ADD CHAPTER IV, ARTICLE 6, SECTIONS 4-609 and 4-610 ESTABLISHING BOND AND INSURANCE REQUIREMENTS FOR ANYONE PERFORMING ANY SERVICES UNDER THE MECHANICAL CODE, AND TO WHICH SUCH CODE APPLIES, AS SET OUT IN THE CODE FOR THE CITY OF HERINGTON, KANSAS CHAPTER VI, ARTICLE 6 AND REPEALING ANY OTHER CURRENT ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HERewith.

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

SECTION 1. That Chapter IV, Article 6, of the Code of the City of Herington, Kansas, is hereby amended to add Sections 4-609 and 4-610 to read, in the entirety for each added section respectively, as follows:

4-609 Bond Required. Any person, firm, or corporation engaging or working in the business of mechanical installations as regulated under Chapter 4, Article 6 of the Code of the City of Herington and performed within the City of Herington, Kansas without first posting with the City Clerk a surety bond in the amount of \$2,000.00. Such surety bond shall be approved by the designated City official overseeing such installations and provide that such person, firm or corporation will faithfully comply with the provisions of state laws and city ordinances related to such mechanical installation and that such person, firm or corporation will indemnify and save the city harmless from all costs of damages sustained by persons or property because of the carelessness and negligence of the principal in conducting such work and/or installation. Bonds shall be in force at all times and remain in force and effect for a period of one year after the completion of the work.

4-610 Insurance requirements. No person shall engage in or work in the business of mechanical installations as regulated under Chapter 4, Article 6 of the Code of the City of Herington and performed within the City of Herington, Kansas, without first filing with the City Clerk, evidence of a current policy of public liability insurance in the following amounts: Minimum \$100,000.00 bodily injury liability and \$20,000.00 for the loss, destruction or injury of any property. Such policy shall be conditioned or extended to cover and include within its terms all employees and agents of the insured.

SECTION 2. Other ordinances, or portions thereof in conflict herewith, are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Herington, Kansas, this ____ day of _____, 2021.

Signed by the Mayor this ____ day of _____, 2021.

Debi Urbanek, Mayor

ATTEST:

Megan Lawrenz, City Clerk

DRAFT

Published in the official newspaper on the _____ day of _____, 2021.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A CONDITIONAL USE PERMIT ON CERTAIN PROPERTY LOCATED AT 602 N. D STREET WITHIN THE CITY OF HERINGTON, DICKINSON COUNTY, STATE OF KANSAS, UNDER THE AUTHORITY GRANTED BY ORDINANCE 1490 ADOPTING ZONING REGULATIONS FOR THE CITY OF HERINGTON, KANSAS AND SPECIFICALLY REGULATED IN SECTION 22 OF THE DULY ADOPTED ZONING AND SUBDIVISION REGULATIONS FOR THE CITY OF HERINGTON, KANSAS; AND INCORPORATING ALL SUCH PROVISIONS BY REFERENCE.

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

SECTION 1: Having previously received a recommendation from the Herington Planning and Zoning Commission, and proper notice having been given and a public hearing held as provided by law, a conditional use permit for a business sign not to exceed a total surface area of two (2) square feet change in a Residential District (R1) and is changed as follows:

The following area is hereby granted a conditional use permit for placement of a business sign not to exceed a total surface area of two (2) square feet observing all other existing City Code as well as Zoning and Subdivision Regulation requirements for sign placement and maintenance, on the following described premises:

LEGAL DESCRIPTION OF PROPERTY AFFECTED:

INSERT LEGAL INSERT CORRECT LEGAL E.G.

Lots Twenty (20), Twenty-two (22), Twenty-four (24), Block One (1), Murray's Addition to the City of Herington, Dickinson County, Kansas.

COMMONLY KNOWN AS: *602 N. D, Herington, Kansas*

SECTION 2: ENTRY ON THE OFFICIAL ZONING MAP. Upon the effective date of this Ordinance, the above conditional use permit shall be granted and valid for placement of a sign in a Residential District (R1) as entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Zoning Ordinance as amended.

SECTION 3: EFFECTIVE DATE. This ordinance shall become effective and in full force from and after its passage, adoption and publication one time in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF
HERINGTON, KANSAS this ____ day of _____, 2021.

DEBI URBANEK, MAYOR

ATTEST:

MEGAN LAWRENZ
CITY CLERK

DRAFT

SEAL:

LEASE RENEWAL AGREEMENT

I. PARTIES. This Lease Renewal Agreement ("Agreement") is made this December 7th 2021 by and between:

Landlord: The City of Herington, Kansas, a municipal corporation, ("Landlord") with a mailing address of: 17 N. Broadway, Herington, Kansas 67449.

AND

Tenant: Tri-County Fair Board ("Tenant"), Herington, Kansas 67449.

The Landlord and Tenant shall be referred to as the "Parties" and agree to the following:

II. PREMISES. This Agreement refers to the property located at:

820 South Broadway,
Herington, Kansas 67449, ("Premises").

III. LEASE. This Agreement refers to the lease agreement dated: May 21 , 2002 ("Lease").

IV. EXTENSION PERIOD. For good consideration, the Parties agree to extend the term of the Lease by:

Extending ten (10) Years with no right of renewal or extension beyond that date unless a new agreement or extension is authorized by the Parties ("Extension"). Extension date shall begin on October 21, 2021 and end on October 20, 2031

V. START DATE. This Agreement shall be in effect on:
The Date of December 7, 2021.

VI. OTHER TERMS. In addition to the Extension, the Parties agree:

To further amend the Lease as follows: _____

To not further amend the Lease.

IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Landlord's Authorized Signature _____ **Date** _____

Tenant's Authorized Signature _____ **Date** _____

September 30, 2011

City of Herington, Kansas
17 North Broadway
Herington, Kansas 67449

Dear Commissioners,

The Tri-County Fair Board has voted to exercise their option to renew their existing lease agreement with the City of Herington per LEASE AGREEMENT dated 21st of May, 2002 per agreement language in 1. TERM. "The term of this agreement shall be from the date that a certificate of occupancy is issued for the premises and continuing for a period of ten (10) years thereafter. LESSEE shall have the option to renew this agreement for an additional ten (10) years under the same terms and conditions by giving written notice to LESSOR of its intention to renew at least sixty (60) days prior to the expiration of the initial twenty (10) year term."

It is the wishes of the Fair Board that this relationship continues on a successful path as years past. We feel that we, along with the help of the City, have made the Tri-County Fair a special event for the City and the surrounding counties each year. We thrive to make each year more and more successful.

We ask that the City honors our options per contract language and continues to provide non monetary support for a worthy cause for the children and adults alike who enjoy the yearly fair.

Sincerely,
Board Member of the Tri-County Fair Board.

approved for 10 years

10-4-11

Good
Until
2021

COPY

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of May, 2002.

BY AND BETWEEN

City of Herington, Kansas,
a municipal corporation,
17 N. Broadway
Herington, KS 67449

"LESSOR"

AND

Tri-County Fair Board
Herington, KS 67449

"LESSEE"

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of the following described real property, and in consideration of the covenants to be observed, as herein set forth, and each and every one of them, does hereby lease and rent to **LESSEE**, for the term and under conditions herein set forth, the premises described as follows, to-wit:

The building, including office, kitchen and storage area, located at 820 South Broadway in Herington, Dickinson County, Kansas.

WHEREAS, the above named parties desire to enter into the Lease Agreement on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements recited herein, the above named parties do hereby and shall be bound as follows:

1. TERM. The term of this agreement shall be from the date that a certificate of occupancy is issued for the premises and continuing for a period of ten (10) years thereafter. **LESSEE** shall have the option to renew this agreement for an additional ten (10) years under the same terms and conditions by giving written notice to **LESSOR** of its intention to renew at least sixty (60) days prior to the expiration of the initial twenty (10) year term.

2. **RENT.** LESSEE shall collect rents from third party users with a minimum of \$50.00 per rental. Said rent shall be divided equally between LESSOR and LESSEE. LESSEE shall also be required to set rules and damage deposit amounts for use of the premises, collect rents and administer damage deposits.

3. **LIABILITY.** LESSEE acknowledges that LESSEE has examined the premises and acceptance of the space thereof and will acknowledge that there is in and about said premises nothing apparently dangerous to life, limb, health or property. LESSEE agrees to enter into possession of said premises in its current "as is" condition.

LESSEE agrees to indemnify LESSOR and hold LESSOR harmless from any loss, liability, damage, cost and expense or investigating or defending any claim therefore occurring on or about the premises or arising in any way as a result of LESSEE's occupancy of the premises.

4. **TAXES - PERSONAL PROPERTY.** LESSEE shall be liable for all taxes, if any, levied against personal property, furniture or fixtures placed by LESSEE in the demised premises. If any such taxes for which LESSEE is liable are levied or assessed against the LESSOR or LESSOR's property or if the assessed value of the LESSOR's property is increased by inclusion of such personal property of the LESSEE, the LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR.

5. **USE OF PREMISES.** Tri-County Fair Board shall determine which uses, meetings and related uses, the premises may be used, subject to disapproval by LESSOR. Further, LESSEE shall not use or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises is hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of LESSOR.

LESSEE expressly recognizes that the premises are publicly owned and that the LESSOR desires that the premises be used in a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the LESSEE will not use the premises for any partisan or political activity or for any overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the LESSEE from taking positions in newsletters, correspondence, internal meetings, etc., that otherwise are in accordance with the purposes of the organization. LESSEE shall neither use nor occupy the demised premises for any unlawful, disreputable or ultrahazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, LESSEE agrees to immediately take action and cease any activity or use in violation of this Agreement.

6. PUBLIC LIABILITY INSURANCE. LESSOR agrees to carry public liability insurance on the premises during the term hereof, covering both LESSOR and LESSEE, with companies licensed to do business in the State of Kansas for limits of not less than \$500,000 for injury or death of any one person, \$500,000 for any one occurrence, \$500,000 property damage insurance, and contractual liability coverage recognizing this lease, and providing that LESSOR and LESSEE shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination or change in such insurance. LESSEE agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSEE's personal property located on or within the premises. LESSOR agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSOR's personal property located on or within the premises. LESSEE shall, upon request from LESSOR, provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. LESSEE shall also provide and keep in force other insurable hazards as are commonly insured against for the type of business or activity that LESSEE will conduct on the premises. A certificate of insurance evidencing any policy maintained by LESSEE shall be provided to LESSOR at the inception of this Agreement.

~~LESSOR shall also obtain an extra coverage rider to cover each period in which the Tri-County Fair is held.~~

7. UTILITIES. LESSOR shall provide utilities to the premises. Such utilities shall include heat, water, air-conditioning, sewer, electricity, gas, exterminator and trash. The cost for such utilities will be paid for by LESSOR.

8. REPAIRS AND MAINTENANCE. LESSEE shall be responsible for the maintenance and minor repairs costing less than \$250.00 of the building, including the office, kitchen and storage area, and shall keep the premises clean, neat and orderly, free of accumulation of dirt, litter and trash. Furnishings provided for the use of the premises shall be attractive in appearance, consistent with the general appearance of the facility.

LESSOR shall be responsible for major repairs of the premises, including the maintenance and repair of any major systems necessary for the quiet use and enjoyment of the premises by LESSEE. The LESSOR shall be responsible for snow removal.

LESSEE shall submit in writing to LESSOR any request for improvements or major repair work on the premises and under no circumstances shall LESSEE attempt to or arrange for improvements or major repairs of the premises without the consent of LESSOR.

In the event of an emergency, LESSEE may notify LESSOR orally of the need for maintenance or repair work and LESSOR shall respond within twenty-four (24) hours.

9. IMPROVEMENTS AND ALTERATIONS. LESSEE shall make no material changes or alteration in said leased premises unless it shall first have obtained LESSOR's written consent thereto.

All improvements which are not fixtures and which are not specifically identified as belonging to LESSOR shall remain the property of LESSEE. At the termination of this Agreement, the LESSEE shall have the option of removing all such fixtures and leasehold improvements belonging to it and restoring the premises to its original condition, less ordinary wear and tear, or, with consent of LESSOR, may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within thirty (30) days after the termination of this lease, LESSOR shall have the option of taking title to all said fixtures and leasehold improvements, immediately, or to have all or any part of such fixtures and leasehold improvements removed at LESSEE's sole expense.

10. LIENS - REGULATIONS. LESSEE shall not, during the term of this Agreement, permit or suffer any lien or encumbrances to attach to the premises or any part thereof and shall indemnify and save harmless the LESSOR against the same. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Herington, Kansas, which have been enacted by any state or local governing body.

11. SIGNS AND AWNINGS. Signs, notices, awnings, advertisements, pictures or other inscriptions of any kind shall be placed or put upon any portion of the premises, if they are temporary in nature and do not damage the premises (i.e., nails, screws, etc.). If permanent in nature or would cause any damage to the premises, written permission must be obtained from LESSOR.

12. OWNERSHIP REPRESENTATION. Under no circumstances shall LESSEE represent to any party that the LESSEE is the owner of the property covered by the lease or the agent or trustee of the LESSOR. LESSEE understands and agrees that no authorization to act for, on or in behalf of the LESSOR is granted to the LESSEE.

13. REMOVAL OF PROPERTY AND EQUIPMENT. LESSEE shall have the right to remove from the leased premises at any time during the lease term any and all equipment placed therein and owned by LESSEE, but not if the same are so permanently attached to the building that removal thereof will leave said building damaged or materially altered, then said improvements and/or equipment shall be and become the property of the LESSOR.

14. NONDISCRIMINATION. LESSEE shall not, on the grounds of race, color, religion, sex, physical handicap, national origin, ancestry or marital status, discriminate against any person or groups of persons in the use and occupancy of the premises.

15. ASSIGNMENT, SUBLEASE AND RENT.

- a) It is agreed that this Lease Agreement, or any interest therein, shall not be assigned by the LESSEE, nor the property sublet in whole or in part, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, nor shall this Lease, or any interest therein or thereunto be sold or assigned to passed by adjudication of LESSEE as a bankrupt or through bankruptcy proceedings. In the event the Lease is so assigned or the property sublet in whole or in part, the LESSEE is not relieved from any of its obligations and liabilities under this Lease Agreement, but rather remains liable for performance under the Lease Agreement.
- b) LESSOR shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease, and in the building or property referred to herein; and, to the extent that such assignee assumes LESSOR's obligations hereunder, LESSOR shall by virtue of such assignment be released for such obligations.
- c) The LESSEE shall have the right to rent the facility to a third party for special events or occasions, the duration of which shall be no longer than twelve hours upon prior written consent by the City of Herington. LESSEE shall be responsible for any and all cleanup or damages caused by renter.

16. TERMINATION. This Agreement shall terminate without any further required notice upon occurrence of any default or breach or any covenants and provisions of the Lease Agreement by the LESSEE and failure to cure such breach.

17. BINDING ON PARTIES. Subject to the limitations provided hereinbefore hereof, this Lease Agreement shall be jointly and severally binding on the parties hereto, their respective heirs, devisees, successors and assigns.

18. NOTICE. All LESSEE correspondence, notices and demands to LESSOR must be given in writing to:

City of Herington
ATTN: City Manger
PO Box 31
Herington, KS 67449

All LESSOR correspondence, notice and demands to LESSEE must be given in writing to:

Tri-County Fair Board

Herington, KS 67449¹

19. EXHIBITS. All of the exhibits referenced hereinabove are part of the Lease Agreement, as if fully set forth herein.

20. SEVERABILITY. If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as may be possible and be legal, valid and enforceable.

21. AMENDMENTS: BINDING EFFECT. This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate the day and year first above written.

LESSOR:

City of Herington, Kansas

By: _____

Michael Beeg
Mayor

ATTEST:

By: *Debbie Wendt*
Debbie Wendt, City Clerk

LESSEE:

Tri-County Fair Board

By: _____

Richard Mommich - President
Kevin Meyer - Vice President
Marilyn Schubert Secretary

	MAR- DEC 2019	MAR -NOV 2020	MAR - OCT 2021
Lake Permit Revenue	\$7,553.50	\$9,617.00	\$8,331.25
Electric Revenue	\$14,445.00	\$20,706.00	\$18,002.10
TOTAL REVENUE	\$24,017.50	\$32,343.00	\$28,354.35
Camp Host 2019 permits/mileage	\$4,784.70		
Camp Host 2020 permits/mileage/electricity		\$3,809.54	
Camp Host Wages	\$0.00	\$0.00	\$4,400.00
Camp Host Phone	\$0.00	\$140.00	\$207.24
Camp Host Tablet	\$0.00	\$0.00	\$771.87
Camp Host Camp Permit	\$35.00	\$0.00	\$35.00
Camp Host Electricity	*	#	*
Lake Caretaker Wages	\$26,119.01	\$26,651.63	\$26,952.00
Lake summer help	\$3,680.00	\$4,284.00	\$3,411.00
Lake Caretaker Phone	\$269.77	\$307.03	\$194.85
Permit Stickers	~	\$89.18	\$100.87
TOTAL EXPENSES	\$34,888.48	\$35,281.38	\$36,072.83
TOTAL REVENUE	\$24,017.50	\$32,343.00	\$28,354.35
TOTAL EXPENSES	\$34,888.48	\$35,281.38	\$36,072.83
TOTAL	-\$10,870.98	-\$2,938.38	-\$7,718.48

*Unknown how many days they had their camper using electricity at the Lake.

Included in \$3,809.54. He received \$10 per day while he was camphost.

~ History missing

F:LAKE REVENUE