

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
August 16, 2022
6:00 p.m.**

1. Pledge of Allegiance

2. Call to Order

3. Public Forum

4. Additional Agenda Items

5. Approval of Agenda

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

6. Consent Agenda

- a. Minutes of the Regular City Commission Meeting August 2, 2022
- b. Minutes of the Special City Commission Meeting August 2, 2022
- c. Application from Sandy Merrifield for the Herington Housing Authority Board term to expire 8/31/2025
- d. Application from Jacqueline Mueller for the Herington Housing Authority Board term to expire 8/31/2025

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

7. Update on CCLIP/US B-56 from KDOT

8. Update from the Planning Commission

9. Update from the Recreation Commission

10. Discuss and Action on Property Lease for the Recreation Commission

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

11. Update on Lake and Reservoir Master Plan Estimate Cost of Construction

12. Discussion on Utility Billing

13. Discussion on UTV, ATV and Golf Cart Registration Fees

14. Discuss and Action on CVB By-Law Revisions

15. Discuss and Action on Petition for Vacation of a Portion of Street Right of Way Easement Tract for McClaren Lot 1

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

16. Discuss and Action to set Public Hearing Time for Vacation of a Portion of Street Right of Way Easement Tract for McClaren Lot 1

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

17. Discuss and Action on Petition for Vacation of a Portion of Street Right of Way Easement Tract for McClaren Lot 2

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

18. Discuss and Action to set Public Hearing Time for Vacation of a Portion of Street Right of Way Easement Tract for McClaren Lot 2

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

19. Discuss and Action to set Commissioner as a Representative on the Tri-County Free Fair Board

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

20. Discuss and Action on Ordinance 1872 to Repeal Aquatic Nuisance License Requirements

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

21. Update on proposed Business on US HWY 56 & 77

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

22. Executive Session – I move that the Herington City Commission Recess into Executive Session, Pursuant to the: Personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1), In order to discuss

city manager annual review expectations.

To include the following

- Governing Body

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

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

23. City Manager Comments

24. City Commission Comments

25. Adjourn

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

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

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

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

cityoffice@cityofherington.com

DRAFT

**Regular Meeting
August 2, 2022
6:00 p.m.**

The Herington City Commission met on the above date and time in the commission chamber at City Hall. In attendance were Mayor Eric Gares, Commissioner Vance Donahue, Commissioner Debi Urbanek, Commissioner Robbin Bell and Commissioner Ben Castleberry. Also in attendance were City Manager Branden Dross, City Attorney Brad Jantz (via phone), City Clerk Megan Lawrenz, Carl Urbanek, Larry Mann, Dan McDonald, Chris McDonald, Kat Souza, Art Schuldt, and Cynthia Naylor.

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Public Forum – Kat Souza, 1111 N D – Herington Housing Authority.

Additional Agenda Items – Strike #22. Add 9a Discuss and Action on the Code of Ethics Revisions presented by the Ethics Commission. 7a Discussion on HHA expectations of board members from HHA Board Chair.

Approval of Agenda – Commissioner Donahue made a motion to approve the agenda with the addition of 7a, 9a and removal of 22, seconded by Commissioner Bell. Motion carried 5-0.

Consent Agenda – Mayor Gares made a motion to approve the consent agenda items including the minutes from the July 22, 2022, Steven Thompson's resignation from the CVB Board and Eleanor Silhan's application for the CVB board, term to expire July 31, 2023, seconded by Commissioner Castleberry. Motion carried 5-0.

Housing Authority – Arthur Schuldt, president of Housing Solutions Alliance explained what his company's role is for the Herington Housing properties. Stressed the importance of having the Herington Housing Authority Board and the Herington Community Housing Board.

7a. Expectations of the Herington Housing Authority Board – Commissioner Urbanek asked Herington Housing Authority Board Chair Kat Souza what improvements could be made to the application process. Commissioner Urbanek would like to see boards and commissions receive applications prior to City Commission approval so that they may provide a recommendation. Commissioner Urbanek made a motion to defer approval of applications until the current Herington Housing Authority board can review and provide a recommendation, seconded by Commissioner Bell. Motion carried 5-0.

Commissioner Urbanek made a motion to amend the agenda removing item number 8, seconded by Commissioner Donahue. Motion carried 5-0.

CVB By-Law Revisions – The question was asked; can a city commissioner be appointed to the CVB? Per the City Attorney, there are incompatibility issues with a commissioner also being on the CVB board. He recommended the bylaws be revised to remove city commissioner and public officials to include the city manager and department heads. Mayor Gares made a motion to table, seconded by Commissioner Urbanek. Motion carried 5-0.

9a. Ethics Commission Revisions – The ethics administrator gave an update on the revisions that the ethics commission discussed, providing the city commissioners with their recommended ethics policy. It was recommended that a page be added to the city website listing ethics commissioners and contact information along with how a violation can be reported. Commissioner Urbanek made a motion to approve the code of ethics as presented, seconded by Commissioner Donahue. Motion carried 5-0.

Police Update – Online academy up and running. Newest officer who was on light duty had surgery today. Could be ready as soon as next month. There were 271 calls for service, 60 traffic stops and 2 felony arrests.

Police Department Vehicle Purchase for \$47,618.93 – Vehicle no longer available. SVS out of Junction City now has three vehicles available, total cost for those would be \$56,538.16. A vehicle rotation has been created through 2029. City Manager Branden Dross requested that we try to negotiate the price down. Commissioner Bell made a motion to allow staff to purchase a police vehicle not to exceed \$57,000, seconded by Commissioner Donahue. Motion carried 5-0.

Fire Update – There were 32 calls for service including: 10 medical assists, 2 motor vehicle accidents with injuries, 1 gas leak, 1 public service assistance, 9 controlled burnings, 1 water rescue, 1 off road equipment fire, 2 building fires, 3 standbys, 1 fire alarm, and 1 grass fire. Training topics were water rescue at the lake (July) and drafting and pumping (August). Firefighter Neuberger attended pump operator classes and will be testing this week. Fire Chief Avantagiato completed LEO for Fire Investigators. Staffing Update: 1 new volunteer, more are still needed. Lost 1 volunteer who was inactive for months. 3 applications are out that need to be returned. Department/Equipment Updates; received the Kansas Forestry Grant for \$6,476.55. They have submitted a KSOFM turnout gear grant for \$24,000, Working with KSFFS and County on a Community Wildfire Protection Plan grant, received a D7 Cat Dozer for \$0 and received all new office furniture for the basement at public safety for \$0. Be mindful of catalytic converters they can cause fires and it is dry out.

Neighborhood Services Update – Since July 5, 2022, he has worked 13 days in Herington and 8 days in Marion. There were roughly 23 complaints and 43 inspections. There were 31 grass inspections, with 13 violations, 10 cut orders and 15 yards mowed by the city. There were 7 environmental violations, 1 for a yard and fence, 3 for yards, 2 for yards and automobile and 1 for no occupancy. There were 3 building permits with 1 inspection, 2 electrical permits with 4 inspections, no mechanical permits with 4 inspections, 2 plumbing permits with 3 inspections and 2 fence permits. There were 5 residential electrical inspections for utility and 11 structural building inspections.

City Clerk Update – Presented the Commissioners with June financials. Updated the Commissioners on the Reconciliation process. Let the Commissioners know that there were some interviews set for next week and said that the 2021 audit has been complete.

Trapp Street KDOT CCLIP Project Update – Staff hoping to find out soon if the project can happen. There is still some money in the sales tax fund that could be used as the cities match if needed, but staff is hoping for 100% grant.

Utility Billing Processes – Mayor Gares made a motion to table this item so the city clerk can do some more research, seconded by Commissioner Castleberry. Motion carried 5-0.

Amendment to the Loan for the Water Treatment Plant Project #2927 – Commissioner Urbanek made a motion to approve the fourth amendment for the water treatment plant loan project #2927 and authorize the mayor's signature, seconded by Commissioner Castleberry. Motion carried 5-0.

Resolution 959 – Regulating activity at and on Father Padilla Park and Pond – Commissioner Urbanek requested that the city be listed on the waiver of liability and be an insured party on the VFW insurance policy. Dan McDonald needed time to contact his insurance provider. Commissioner Bell made a motion to table the agenda item, seconded by Mayor Gares 5-0.

Creation and Appointment of Mission and Vision Statement Subcommittee – 2 city commission, 1 planning, 1 at large, Mayor Gares and Commissioner Donahue were chosen from the Commission. Mayor Gares made a motion to table until 9/6/2022 so other members could be found, seconded by Commissioner Donahue. Motion carried 5-0.

City Representation for the Tri-County Free Fair Board – City staff will contact Jennifer Duenas to get the fair board bylaws. Mayor Gares made a motion to table the agenda item until the August 16, 2022, Commission Meeting, seconded by Commissioner Urbanek. Motion carried 5-0.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into

Executive Session, Pursuant to the preliminary discussions relating to the acquisition of real property exception, K.S.A. 75-4319(b)(6), in order to discuss a real estate transaction to include: the Governing Body, City Manager, City Attorney (via phone) and City Clerk. With the regular meeting to resume in the City Commission Chamber at 8:10 pm. The regular meeting resumed with no action taken.

Executive Session – The second Executive Session was stricken from the agenda.

City Manager Comments - Looking at concreting 2nd between main and walnut, street assessment was labeled 6 back in 2019. Dk Co governing body meeting in September of 2022.

City Commission Comments

Commissioner Bell – None

Commissioner Castleberry – Hope people went and voted!

Commissioner Urbanek – None

Commissioner Donahue – None

Mayor Gares - None

Commission Castleberry made a motion to adjourn the meeting, seconded by Commissioner Donahue. Motion carried 5-0.

Megan Lawrenz, City Clerk

DRAFT

**Special Meeting
August 2, 2022
5:30 p.m.**

The Herington City Commissioners met on the above date and time in the city commission chambers at City Hall. In attendance were Mayor Eric Gares, Commissioner Debi Urbanek, Commissioner Robbin Bell and Commissioner Ben Castleberry. Also in attendance were City Manager Branden Dross, City Clerk Megan Lawrenz, Larry Mann, Carl Urbanek, Dan McDonald and Chris McDonald. Absent was Commissioner Vance Donahue.

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Discussion was had between the Commissioners and City Staff on the 2023 Budget.

Mayor Gares made a motion to direct staff to publish RNR and Budget Hearing Information for August 23, 2022, at 6:00 pm with the RNR set at 84.592, seconded by Commissioner Castleberry. Motion carried 4-0.

Mayor Gares made a motion to adjourn, seconded by Commissioner Bell. Motion carried 4-0.

Megan Lawrenz, City Clerk

DRAFT

LEASE AGREEMENT

This agreement is made and entered into this ____ of _____, 2022.

BY AND BETWEEN

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

"LESSOR"

AND.

The Herington Recreation Commission
A Joint Recreation Commission,
established pursuant to Article 19,
Chapter 12 of the Kansas Statutes
Annotated
P.O. Box 31
Herington, KS
67449

"LESSEE".

DRAFT

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, 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 northwest room and adjoining office space in the basement level of the Hilltop Facility as well as the gymnasium. located at 2 South "A" Street in Herington, Kansas, Dickinson County, Kansas;

The South ball fields, located at and around 700 S Broadway St in Herington, Kansas, Dickinson County, Kansas; and

The lessor will consider the use of additional space at the Hilltop Facility or the City upon request to and approval of the Herington City Commission.

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 are 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 five (5) 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 (20) year term.

2. **RENT.** LESSEE shall pay LESSOR the sum of \$50 per month for its occupancy and use of the premises.

3. **LIABILITY.** LESSEE acknowledges that LESSEE has examined the premises and acceptance of the space thereof 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 their current "as-is" condition.

LESSEE agrees to indemnify LESSOR and hold LESSOR harmless from any loss, liability, damage, cost, and expense or to investigate or defend 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 -REAL AND 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 the 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.** The demised premises may be used and occupied only for recreation commission uses, meetings, and related uses unless prior written permission for other use is obtained from 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 are 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 \$1,000,000 for injury or death of any one person, \$1,000,000 for any one occurrence, \$1,000,000 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 also carry insurance for fire and extended coverage, vandalism, malicious mischief or other endorsements deemed advisable by LESSEE, insuring the leasehold improvements on the premises for the full insurable value thereof and with such deductibles as are reasonable. 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 or the premises. A certificate of insurance evidencing such a policy shall be provided to LESSOR at the inception of this Agreement.

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 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 Hilltop Facility.

LESSOR shall be responsible for the maintenance and repair 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 maintenance or repair work on the premises and under no circumstances shall LESSEE attempt to or arrange for maintenance and/or 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 alterations 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 him and restoring the premises to their original condition, less ordinary wear and tear, or with the 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. **LIEN'S - REGULATIONS.** LESSEE shall not, during the term of this Agreement, permit or suffer any lien or encumbrance 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 the 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 authority to act for, on, or on 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 Manager. LESSEE shall be responsible for any and all cleanup or damages caused by the renter.

16. **TERMINATION.** This Agreement shall terminate without any further required notice upon the occurrence of any default or breach of 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, devices, successors and assigns.

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

City of Herington
Attn: City Manager
P.O. Box 31
Herington, KS 67449

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

Herington Recreation Commission
Attn: Recreation Commission Director
P.O. Box 31
Herington, KS
67449

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF HERINGTON, KANSAS

By: _____
Date Approved: _____
Eric Gares, Mayor

Attest: _____
Megan Lawrenz, City Clerk

By: _____
Date Approved: _____
Joshua Lawrenz, Rec Commission Chair

DRAFT

PROBABLE CONSTRUCTION COST OPINION

Budget/Preliminary

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

Herington Lake Master Plan

Herington, KS

21133

6/28/2022

| Project Summary | | Remarks |
|---------------------------------------|-----------------------|---------|
| Phase 1 - Description | \$ 7,289,597.28 | |
| Phase 2 - Description | \$ - | |
| Phase 3 - Description | \$ - | |
| Total Anticipated Project Cost | \$7,289,597.28 | |

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / MSF = 1,000 sf / SF = square foot / SY = square yard / TON = 2,000 pounds

Phase 1 - Description

| Site Preparation & Earthwork | Qty | Unit | Unit Cost | Item Total | Remarks |
|------------------------------|-----|------|--------------|----------------------|---------|
| Mobilization | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | |
| Erosion Control Measures | 1 | LS | \$ 40,000.00 | \$ 40,000.00 | |
| Grading & Earthwork | 1 | LS | \$ 40,000.00 | \$ 40,000.00 | |
| Subtotal | | | | \$ 110,000.00 | |
| <i>% of Construction</i> | | | | <i>2%</i> | |

| Utilities | Qty | Unit | Unit Cost | Item Total | Remarks |
|--------------------------|-----|------|--------------|----------------------|---------|
| Storm Sewer | | LS | \$ 20,000.00 | \$ - | |
| Sanitary Sewer | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | |
| Water Service | 1 | LS | \$ 90,000.00 | \$ 90,000.00 | |
| Subtotal | | | | \$ 110,000.00 | |
| <i>% of Construction</i> | | | | <i>2%</i> | |

| Electrical | Qty | Unit | Unit Cost | Item Total | Remarks |
|------------------------------|-----|------|---------------|----------------------|---------|
| Electrical Service | 1 | LS | \$ 50,000.00 | \$ 50,000.00 | |
| RV Electrical Upgrades | 1 | LS | \$ 350,000.00 | \$ 350,000.00 | |
| Lighting Allowance (Parking) | 1 | ALW | \$ 50,000.00 | \$ 50,000.00 | |
| Lighting Allowance (Trail) | 0 | ALW | \$ - | \$ - | |
| Subtotal | | | | \$ 450,000.00 | |
| <i>% of Construction</i> | | | | <i>8%</i> | |

| Structures | Qty | Unit | Unit Cost | Item Total | Remarks |
|--------------------------------|-----|------|---------------|------------------------|------------------------------|
| Shelter Renovation (keynote 5) | 1 | EA | \$ 750,000.00 | \$ 750,000.00 | |
| Restroom structure (keynote 4) | 1 | EA | \$ 450,000.00 | \$ 450,000.00 | Restrooms + Showers |
| Shade Pavilion (keynote 1) | 3 | EA | \$ 200,000.00 | \$ 600,000.00 | |
| Check In Station | 1 | EA | \$ 350,000.00 | \$ 350,000.00 | Electrical/Office/Sm. Retail |
| Subtotal | | | | \$ 2,150,000.00 | |
| <i>% of Construction</i> | | | | <i>40%</i> | |

| Surfacing & Hardscape | Qty | Unit | Unit Cost | Item Total | Remarks |
|--------------------------|---------|------|-------------|------------------------|------------------------------------|
| Aggregate Trail | 160,000 | SF | \$ 6.00 | \$ 960,000.00 | Materials + Installation - 3 Miles |
| 5" P.C.C. Trail | | SF | \$ 8.00 | \$ - | |
| 7" P.C.C. Parking Lots | 3,780 | SF | \$ 9.00 | \$ 34,020.00 | |
| New Roadway Paving | 26,354 | SF | \$ 7.00 | \$ 184,478.00 | |
| Paving Sub-base | 0 | TON | \$ 50.00 | \$ - | |
| Parking Lot Striping | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | |
| Subtotal | | | | \$ 1,183,498.00 | |
| <i>% of Construction</i> | | | | <i>22%</i> | |

| Specialty Items | Qty | Unit | Unit Cost | Item Total | Remarks |
|----------------------------------|-----|------|--------------|---------------|---------|
| Swimming Border | 3 | EA | \$ 500.00 | \$ 1,500.00 | |
| Fishing / Boat Dock (keynote 11) | 4 | EA | \$ 45,000.00 | \$ 180,000.00 | |
| Campground Pad (keynote 7) | 5 | EA | \$ 500.00 | \$ 2,500.00 | |

| | | | | | |
|---------------------------------|---|-----|---------------|----------------------|--|
| Playground (keynotes 9,10) | 1 | EA | \$ 500,000.00 | \$ 500,000.00 | |
| Boardwalk Allowance (keynote 8) | 1 | ALW | \$ 250,000.00 | \$ 250,000.00 | |
| Subtotal | | | | \$ 934,000.00 | |

% of Construction 17%

| Seeding & Landscape | Qty | Unit | Unit Cost | Item Total | Remarks |
|--------------------------------|------------|-------------|------------------|----------------------|----------------|
| Turf Seed | 4 | AC | \$ 8,500.00 | \$ 34,000.00 | |
| Native Seed | 2 | AC | \$ 6,000.00 | \$ 9,000.00 | |
| Overstory Trees | 20 | EA | \$ 550.00 | \$ 11,000.00 | |
| Understory Trees | 10 | EA | \$ 350.00 | \$ 3,500.00 | |
| Landscape Allowance | 1 | ALW | \$ 250,000.00 | \$ 250,000.00 | |
| Subtotal | | | | \$ 307,500.00 | |

% of Construction 6%

| Site Amenities | Qty | Unit | Unit Cost | Item Total | Remarks |
|----------------------------|------------|-------------|------------------|----------------------|-----------------------------------|
| Site Furnishings Allowance | 1 | ALW | \$ 50,000.00 | \$ 50,000.00 | Trash, benches, and picnic tables |
| Signage Allowance | 1 | ALW | \$ 65,000.00 | \$ 65,000.00 | Total signage allowance |
| Subtotal | | | | \$ 115,000.00 | |

% of Construction 2%

| | | | | | |
|-----------------------------|-----|--|--|------------------------|--|
| Subtotal - Phase 1 | | | | \$ 5,359,998.00 | |
| General Conditions | 8% | | | \$ 428,799.84 | |
| Overhead and Profit | 8% | | | \$ 428,799.84 | |
| Contingency | 10% | | | \$ 535,999.80 | Reduce contingency as project develops |
| Design and Engineering Fees | 10% | | | \$ 535,999.80 | Design fees may or may not be included |
| Total - Phase 1 | | | | \$ 7,289,597.28 | |

DRAFT

PROBABLE CONSTRUCTION COST OPINION

Budget/Preliminary

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

Herington Reservoir Master Plan

Herington, KS

21133

6/28/2022

| Project Summary | | Remarks |
|---------------------------------------|------------------------|---------|
| Phase 1 - Description | \$ 20,444,308.80 | |
| Phase 2 - Description | \$ - | |
| Phase 3 - Description | \$ - | |
| Total Anticipated Project Cost | \$20,444,308.80 | |

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / MSF = 1,000 sf / SF = square foot / SY = square yard / TON = 2,000 pounds

Phase 1 - Description

| Site Preparation & Earthwork | Qty | Unit | Unit Cost | Item Total | Remarks |
|------------------------------|-----|------|---------------|----------------------|-------------|
| Mobilization | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | Brief notes |
| Erosion Control Measures | 1 | LS | \$ 60,000.00 | \$ 60,000.00 | |
| Grading & Earthwork | 1 | LS | \$ 250,000.00 | \$ 250,000.00 | |
| Subtotal | | | | \$ 340,000.00 | |

% of Construction 2%

Instructions: % of construction may not always be necessary to include

| Utilities | Qty | Unit | Unit Cost | Item Total | Remarks |
|-----------------|-----|------|---------------|----------------------|---------|
| Storm Sewer | | LS | \$ 20,000.00 | \$ - | |
| Sanitary Sewer | 1 | LS | \$ 150,000.00 | \$ 150,000.00 | |
| Water Service | 1 | LS | \$ 200,000.00 | \$ 200,000.00 | |
| Subtotal | | | | \$ 350,000.00 | |

% of Construction 2%

| Electrical | Qty | Unit | Unit Cost | Item Total | Remarks |
|------------------------------|-----|------|---------------|----------------------|---------|
| Electrical Service | 1 | LS | \$ 100,000.00 | \$ 100,000.00 | |
| Lighting Allowance (Site) | 0 | ALW | \$ 25,000.00 | \$ - | |
| Lighting Allowance (Parking) | 1 | ALW | \$ 75,000.00 | \$ 75,000.00 | |
| RV Electrical Hookups | 1 | ALW | \$ 350,000.00 | \$ 350,000.00 | |
| Subtotal | | | | \$ 525,000.00 | |

% of Construction 3%

| Structures | Qty | Unit | Unit Cost | Item Total | Remarks |
|-----------------------------|-----|------|---------------|------------------------|---------|
| Beachhouse/Boathouse | 1 | EA | \$ 500,000.00 | \$ 500,000.00 | |
| Restroom structure | 3 | EA | \$ 300,000.00 | \$ 900,000.00 | |
| Shade Pavilion (keynote 10) | 6 | EA | \$ 150,000.00 | \$ 900,000.00 | |
| Rentable Cabins (keynote 3) | 14 | EA | \$ 100,000.00 | \$ 1,400,000.00 | |
| Subtotal | | | | \$ 3,700,000.00 | |

% of Construction 25%

| Surfacing & Hardscape | Qty | Unit | Unit Cost | Item Total | Remarks |
|------------------------|---------|------|-------------|------------------------|--|
| Aggregate Trail | 720,000 | SF | \$ 6.00 | \$ 4,320,000.00 | Materials + Installation - 13.63 Miles |
| 5" P.C.C. Trail | 0 | SF | \$ 8.00 | \$ - | |
| 7" P.C.C. Parking Lots | 47,000 | SF | \$ 9.00 | \$ 423,000.00 | |
| New Roadway Paving | 197,328 | SF | \$ 10.00 | \$ 1,973,280.00 | |
| Paving Sub-base | 902 | TON | \$ 50.00 | \$ 45,100.00 | |
| Parking Lot Striping | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | |
| Subtotal | | | | \$ 6,766,380.00 | |

% of Construction 45%

| Specialty Items | Qty | Unit | Unit Cost | Item Total | Remarks |
|----------------------------|-----|------|---------------|---------------|---------|
| Disc Golf (keynote 8) | 18 | EA | \$ 900.00 | \$ 16,200.00 | |
| Single Track Trails | 1 | LS | \$ 150,000.00 | \$ 150,000.00 | |
| Swimming Beach/Inflatables | 1 | LS | \$ 250,000.00 | \$ 250,000.00 | |

| | | | | | |
|--|----|-----|---------------|------------------------|--|
| Fishing / Boat Dock (keynote 2) | 4 | EA | \$ 30,000.00 | \$ 120,000.00 | |
| Archery / Paintball (keynote 14) | 1 | LS | \$ 65,000.00 | \$ 65,000.00 | |
| Campground Pad (keynote 7) | 22 | EA | \$ 500.00 | \$ 11,000.00 | |
| Dog Park (keynote 16) | 1 | LS | \$ 125,000.00 | \$ 125,000.00 | |
| Playground (keynote 12) | 1 | LS | \$ 750,000.00 | \$ 750,000.00 | |
| Zipline Allowance (keynote 6) | 1 | ALW | \$ 50,000.00 | \$ 50,000.00 | |
| Amphitheater Allowance (keynote 11) | 1 | ALW | \$ 150,000.00 | \$ 150,000.00 | |
| Spray Park Allowance (keynote13) | 1 | ALW | \$ 500,000.00 | \$ 500,000.00 | |
| Horseback stable/trail ride Allowance (keynote 15) | 1 | ALW | \$ 100,000.00 | \$ 100,000.00 | |
| Boardwalk Allowance (keynote 19) | 1 | ALW | \$ 450,000.00 | \$ 450,000.00 | |
| Subtotal | | | | \$ 2,737,200.00 | |

% of Construction

18%

| Seeding & Landscape | Qty | Unit | Unit Cost | Item Total | Remarks |
|---------------------|-----|------|---------------|----------------------|---------|
| Turf Seed | 4 | AC | \$ 8,500.00 | \$ 34,000.00 | |
| Native Seed | 2 | AC | \$ 6,000.00 | \$ 9,000.00 | |
| Overstory Trees | 80 | EA | \$ 550.00 | \$ 44,000.00 | |
| Understory Trees | 20 | EA | \$ 350.00 | \$ 7,000.00 | |
| Landscape Allowance | 1 | ALW | \$ 350,000.00 | \$ 350,000.00 | |
| Subtotal | | | | \$ 444,000.00 | |

% of Construction

3%

| Site Amenities | Qty | Unit | Unit Cost | Item Total | Remarks |
|----------------------------|-----|------|---------------|----------------------|-----------------------------------|
| Site Furnishings Allowance | 1 | ALW | \$ 100,000.00 | \$ 100,000.00 | Trash, benches, and picnic tables |
| Signage Allowance | 1 | ALW | \$ 70,000.00 | \$ 70,000.00 | Total signage allowance |
| Subtotal | | | | \$ 170,000.00 | |

% of Construction

1%

| | | | | | |
|-----------------------------|-----|--|----|-------------------------|--|
| Subtotal - Phase 1 | | | | \$ 15,032,580.00 | |
| General Conditions | 8% | | \$ | 1,202,606.40 | |
| Overhead and Profit | 8% | | \$ | 1,202,606.40 | |
| Contingency | 10% | | \$ | 1,503,258.00 | |
| Design and Engineering Fees | 10% | | \$ | 1,503,258.00 | |
| Total - Phase 1 | | | | \$ 20,444,308.80 | |

Reduce contingency as project develops
Design fees may or may not be included

BY-LAWS
THE CITY OF HERINGTON CONVENTION AND VISITORS' BUREAU

ARTICLE I: NAME

The name of this organization shall be the Herington Convention and Visitors Bureau (AKA Visit Herington.)

ARTICLE II: PURPOSE

The purpose of the Herington Convention and Visitors Bureau is to promote Herington; solicit groups, conventions, meetings, tradeshow, exhibits, and special events to convene in Herington. To develop civic interests to generally do things necessary or appropriate to carry out and thereby relieve burdens of the city.

**ARTICLE III: ORGANIZATION AND
MEMBERSHIP**

Section 1- Membership: The membership of the Herington Convention and Visitors Bureau shall consist of nine (9) members. Applications for open board positions are to be available at the City office to be completed and submitted to the City office. Applications will then be reviewed by the City Commission for approval.

- A. Each member of the Convention and Visitors Bureau shall be a representative of one of the following groups as specified in Charter Ordinance #19, passed by the City Commission on December 2, 2003.
1. Owners, operators, or employees of persons engaged in the hotel or motel business within the City, whether such members reside inside or outside of the City;
 2. Representatives from agencies or organizations actively engaged in promoting tourism or from facilities or organizations of historic or cultural attraction in the City or its environs;
 3. Members of the general public;
 4. A member representing the senior class at Herington High School, for a one-year term, from August to July
 5. Employees of the City or appointed representatives for the City;

Section 2- Executive Board

A. Chairperson/President

1. Responsible for communications with the city manager
2. Preside over meetings
3. Signature on legal documents as required
4. Does not have voting capability unless required for a tie-breaker

B. Treasurer

1. Responsible for budget
2. Keeping financial documents and receipts as required
3. Audits
4. Maintain signatures on bank accounts

C. Secretary

- a. Keep written minutes of meeting to include:
 1. Attendance
 2. Voting records
 3. Motions
 4. Resolutions
 5. Actions
 6. Committees with purpose and members
- b. In absence of the chair/president, will fulfill the duties of the President.

D. Board Members- All

- a. Attend meetings in person
 1. If unable to attend, contact a member of the executive board for guidance.
- b. Review the agenda before the meeting.
- c. Introduce ideas for consideration.
- d. Social accountability and responsibilities for written, oral, or electronic communications.

Section 3-Meetings: The bureau shall hold regular meetings at a time and place to be established by the board. All meetings shall be open to the public.

- (a) Parliament Authority- Except as otherwise provided in its bylaws and standing rules. Roberts Rules of Order shall govern the Bureau in its proceedings.
- (b) Meetings to be held at least quarterly.

Section 4- Organization:

- (a) The board members shall elect the executive positions via a majority vote.
- (b) Any member who is absent for three (3) consecutive regular meetings shall be deemed to have resigned. Notification of open position will be then submitted to the City.
- (c) Appoints by the City Commission are for two-year, unexpired terms. Any replacement of a member would complete the remainder of the term.
- (d) Only Bureau members have voting rights at meetings. Any affirmative vote of the majority of the members present and voting shall decide any question brought before such meeting.
- (e) A simple majority of the motions & votes shall constitute a quorum. Five (5) board members are required for a meeting.
- (f) Any member desiring to resign from the Bureau shall submit their resignation in writing to the City Manager or City Clerk.
- (g) Only the chairperson/president is authorized in making recommendations to the City Commission. Unless authorized to another board representative.

ARTICLE IV: AMENDMENTS AND REVISIONS

Recommendations for amendments to these bylaws may be considered and/or amended at any regular meeting of the Bureau by a two-thirds vote of those in attendance, provided that the amendment has been submitted in writing at the previous regular meeting.

Whenever the Bureau proposes to modify, amend, revise or otherwise change the bylaws of the Bureau, such modification, amendment, revision, or change shall be submitted to the City Commission for its approval. The City Commission shall consider the proposal and may approve the said proposal by an affirmative vote of the majority of the City Commission. No such modification, amendment, revision, or change shall be effective until the City Commission approves it.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF
HERINGTON, KANSAS, THIS 16th DAY OF AUGUST, 2022.**

DRAFT

Eric Gares, Mayor

ATTEST:

Megan Lawrenz, City Clerk

SEAL:

**BEFORE THE GOVERNING BODY OF THE CITY OF
HERINGTON, KANSAS**

**In the Matter of the Application for the
Vacation of a Certain Tract of Land currently
Identified as a Vacated Portion of Street Right of Way and with reserved
accompanying easements of record in the
City of Herington, Kansas**

**PETITION FOR VACATION OF A PORTION OF STREET RIGHT OF
WAY EASEMENT TRACT**

The Petitioner, the City of Herington, Kansas, for its petition states that:

1. The Petitioner is an incorporated city of the second class within Dickinson County, in the State of Kansas.
2. The Petitioner desires that the following-described tract of land currently identified as a vacated portion of street right of way and with reserved accompanying easements of record within the City of Herington, Kansas, to wit:

THAT PORTION OF PLATTED E McCLAREN STREET RIGHT-OF-WAY OF THE ORIGINAL TOWN OF HERINGTON, LOCATED IN THE CITY OF HERINGTON, COUNTY OF DICKINSON, STATE OF KANSAS BEING DESCRIBED BY JASON R. LOADER, PS1462 ON OCTOBER 12, 2021 AS FOLLOWS:

**THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S 00°00'00" E ON THE EAST LINE OF BLOCK 47, ORIGINAL TOWN OF HERINGTON, DICKINSON COUNTY, KANSAS. COMMENCING AT THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 47, ORIGINAL TOWN OF HERINGTON; THENCE ON THE NORTH LINE OF SAID LOT 1,
S 89°15'37" W 118.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE PROLONGATION OF THE WEST LINE OF SAID LOT 1, N 00°00'34" W 14.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, N 89°15'37" E 118.37 FEET TO THE PROLONGATION OF THE**

EAST LINE OF SAID LOT 1; THENCE ON SAID PROLONGATION OF SAID EAST LINE, S 00°00'00 E 14.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1,657.05 SQUARE FEET MORE OR LESS.

be vacated, subject to reservation of any and all current easements of record and reserving an easement on the same above-described , pursuant to K.S.A. 12-504 *et seq.*:

3. No private rights will be impaired or injured or endangered by the action sought by the Petitioner, the public will suffer no loss or inconvenience thereby, and that in justice and equity to the petitioner, the action sought should be granted.

WHEREFORE, the petitioner requests that this matter be set for hearing and that upon hearing, an order of the Governing Body of the City of Herington, Kansas, be entered vacating the above-described tract of land in the City of Herington, Kansas.

DRAFT

Eric Gares, Mayor of the City of
Herington, Kansas

ATTEST:

Megan Lawrenz, City Clerk

**BEFORE THE GOVERNING BODY OF THE CITY OF
HERINGTON, KANSAS**

**In the Matter of the Application for the
Vacation of a Certain Tract of Land currently
Identified as a Vacated Portion of Street Right of Way and with reserved
accompanying easements of record in the
City of Herington, Kansas**

**PETITION FOR VACATION OF A PORTION OF STREET RIGHT OF
WAY EASEMENT TRACT**

The Petitioner, the City of Herington, Kansas, for its petition states that:

1. The Petitioner is an incorporated city of the second class within Dickinson County, in the State of Kansas.
2. The Petitioner desires that the following-described tract of land currently identified as a vacated portion of street right of way and with reserved accompanying easements of record within the City of Herington, Kansas, to wit:

THAT PORTION OF PLATTED E McCLAREN STREET RIGHT-OF-WAY OF THE ORIGINAL TOWN OF HERINGTON, LOCATED IN THE CITY OF HERINGTON, COUNTY OF DICKINSON, STATE OF KANSAS BEING DESCRIBED BY JASON R. LOADER, PS1462 ON OCTOBER 12, 2021 AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S 00°00'00" E ON THE EAST LINE OF BLOCK 47, ORIGINAL TOWN OF HERINGTON, DICKINSON COUNTY, KANSAS. COMMENCING AT THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 47 OF ORIGINAL TOWN OF HERINGTON; THENCE ON THE PROLONGATION OF THE WEST LINE OF LOT 2 OF SAID BLOCK 47, N 00°01'17" W 14.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, N 89°15'37" E 118.38 FEET TO THE PROLONGATION OF THE EAST LINE OF SAID LOT 2; THENCE ON SAID PROLONGATION OF SAID EAST LINE, S 00°00'34" E 14.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON THE NORTH LINE OF SAID LOT 2,

**S 89°15'37" E 118.37 FEET TO THE POINT OF BEGINNING. CONTAINS
1,657.10 SQUARE FEET MORE OR LESS.**

be vacated, subject to reservation of any and all current easements of record and
reserving an easement on the same above-described , pursuant to K.S.A. 12-504 *et seq.*:

3. No private rights will be impaired or injured or endangered by the action
sought by the Petitioner, the public will suffer no loss or inconvenience thereby, and that
in justice and equity to the petitioner, the action sought should be granted.

WHEREFORE, the petitioner requests that this matter be set for hearing and
that upon hearing, an order of the Governing Body of the City of Herington, Kansas, be
entered vacating the above-described tract of land in the City of Herington, Kansas.

DRAFT

Eric Gares, Mayor of the City of
Herington, Kansas

ATTEST:

Megan Lawrenz, City Clerk

Published in the official newspaper on the _____ day of _____, 2022

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO REPEAL IN THEIR ENTIRETY, SECTIONS 6-151 AND 6-152 OF CHAPTER 6, ARTICLE I, ENTITLED AQUATIC NUISANCE SPECIES (ANS) EDUCATION CERTIFICATION REQUIRED FOR FISHERMEN AND AQUATIC NUISANCE SPECIES (ANS) EDUCATION CERTIFICATION REQUIRED FOR BOATERS RESPECTIVELY. ESTABLISHING A CERTIFICATION REQUIREMENT FOR ANYONE FISHERMAN AND BOATERS AT THE HERINGTON LAKE AND RESERVOIR OWNED BY THE CITY OF HERINGTON, KANSAS PURSUANT TO THE CODE FOR THE CITY OF HERINGTON, KANSAS CHAPTER 6I, ARTICLE I 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 6, of the Code of the City of Herington, Kansas, is hereby amended to repeal, in their entirety, Sections 6-151 and 6-152 of Chapter 6, Article I, entitled Aquatic Nuisance Species (ANS) Education Certification required for fishermen and Aquatic Nuisance Species (ANS) Education Certification required for boaters respectively. Both Sections appearing as follows are repealed in their entirety:

- **Sec. 6-151. - Aquatic Nuisance Species (ANS) Education Certification required for fishermen.**
 - (a) *Purpose.* The purpose of [the ordinance from which this section is derived] is to require any person (with the exception of children fishing with a parent or guardian) fishing at the Herington Lake, Reservoir, or Father Padilla Lake to obtain a certificate of completion of the Aquatic Nuisance Species (ANS) Education Course as offered on the Kansas Department of Wildlife and Parks website, in an effort to keep the lakes/and or reservoir free of aquatic nuisance species.
 - (b) *Course completion certificate required.* Prior to any person, (with the exception of children fishing with a parent or guardian) fishing at the Herington Lake, Reservoir, or Father Padilla Lake such person shall have, within the immediately preceding three years, received a certificate of completion of the Aquatic Nuisance Species Education Course as made available to the public on the Kansas Department of Wildlife and Parks (KDWP) website. The web address as of January 28, 2010 is www.kdwp.state.ks.us.

- (c) *Possession of certificate.* All fishermen, parent(s) of children present, or guardians of children or other adults, at the Herington Lake, Reservoir, or Father Padilla Lake shall have in their possession the certificate of completion of the Aquatic Nuisance Species (ANS) Education Course. If not kept in possession, the fisherman or guardian must produce such certificate to the Herington Municipal Court within three business days after being issued a citation, showing that the course had been completed prior to the person fishing at the Herington Lake, Reservoir, or Father Padilla Lake.
- d. *Repeal of conflicting ordinances.* All ordinances or parts of other ordinances within the Code of the City of Herington, Kansas, in conflict herewith are hereby repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.
- (e) *Penalty.* Any person found to be in violation of [the ordinance from which this section is derived] shall be subject to a fine of \$250.00. This fine may not be reduced or suspended by any court.
- ([Ord. No. 1827](#), § 1, 9-15-2020; [Ord. No. 1833](#), § 1, 5-4-2021)

• **Sec. 6-152. - Aquatic Nuisance Species (ANS) Education Certification required for boaters.**

- (a) *Purpose.* The purpose of [the ordinance from which this section is derived] is to establish a requirement for boaters' and fishermen to obtain certification in an Aquatic Nuisance Species.
- (b) (ANS) Education Course, prior to launching or operating a boat, in an effort to keep the lake free of aquatic nuisance species (ANS).
- (c) Definitions. The following definitions are for the purpose of this [the ordinance from which this section is derived].
- (1) *Resident.* A "resident" shall be any person that is a resident of the City of Herington, Kansas; or who is a City water customer outside the city limits of Herington, Kansas.
- (2) *Non-resident.* A "non-resident" shall be all persons who do not fall within the definition of "resident" above.
- (3) *Approved Aquatic Nuisance Species (ANS) Education Course.* The "approved Aquatic Nuisance Species (ANS) Education Course" is the course offered online by the Kansas Department of Wildlife and Parks (KDWP) and which can be found at the KDWP website. The web address as of January 28, 2010 is www.kdwp.state.ks.us.
- (4) *Boat.* "Boat" means any vessel that is required to be registered by the State of Kansas as well as any watercraft designed to be propelled by machinery, oars, paddles, or wind action upon a sail for navigation on water.
- (c) Certification required. Any person who is using a "boat" shall have in their possession a certificate of completion of an approved Aquatic Nuisance Species (ANS) Education Course within the immediately preceding three years. If not kept in their possession, the person must produce such certificate to the Herington Municipal Court within three business days after being issued a citation, showing that the course had been completed prior to the person launching a boat or other craft at the Herington Lake/Reservoir.
- (d) Repeal of conflicting ordinances. All ordinances or parts of other ordinances within the Code of the City of Herington, Kansas, in conflict herewith are hereby repealed.

However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

(e) Penalty. Any person found to be in violation of [the ordinance from which this section is derived] shall be subject to a fine of \$250.00. This fine may not be reduced or suspended by any court.

([Ord. No. 1827](#), § 1, 9-15-2020; [Ord. No. 1833](#), § 1, 5-4-2021)

SECTION 2. This ordinance, 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 _____, 2022.

Signed by the Mayor this ____ day of _____, 2022.

DRAFT

Eric Gares, Mayor, City of Herington, Kansas

ATTEST:

Megan Lawrenz, City Clerk

SEAL