

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
January 2, 2024
6:00 p.m.**

1. Pledge of Allegiance

2. Call to Order

3. Public Forum

4. Consider Approval of Minutes of the Regular Meeting December 19, 2023

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

5. Approval of Agenda

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

6. Recognition of Debi Urbanek and Ben Castleberry

7. Adjourn

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

8. Call to Order

9. Oath of Office Commissioner-Elect Cynthia Naylor

10. Oath of Office Commissioner-Elect Dalton Scarff

11. Appointment of Mayor from Commission

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Mayor Bell

12. Appointment of Vice Mayor from Commission

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff, Commissioner Gares,
Mayor Bell

13. Additional Agenda Items

14. Approval of Agenda

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

15. Consent Agenda

i. CVB Minutes October 25, 2023

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Urbanek
Commissioner Gares, Commissioner Bell

16. Consider the sale of City Commercial lot 18 to Krause Mechanical in the amount of \$1 and authorize staff to execute and sign the Real Estate Contract. Consider updated request for City to cover closing costs.

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

17. Discuss and Action Resolution 993 GAAP Waiver

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

18. Discuss and Consider Standard Traffic Ordinance 1889 for Kansas Cities, 50th Edition (2023)

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

19. Discuss and Consider Uniform Public Offense Code Ordinance 1890 for Kansas Cities, 39th Edition (2023)

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

20. Consider and receive comments on updated draft for UPTICC Program

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

21. Discussion and Update for January 16, 2024 Regular Meeting

22. City Manager Comments

23. Commissioner Comments

24. Adjourn

Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Naylor, Commissioner Scarff
Commissioner Gares, Commissioner Bell

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

**Regular Meeting
December 19, 2023
6:00 p.m.**

The Herington City Commission met on the above date and time in the commission chambers at City Hall. In attendance were Mayor Robbin Bell, Commissioner Eric Gares, Commissioner Debi Urbanek and Commissioner Ben Castleberry. Absent was Commissioner Dan McDonald. Also in attendance were City Manager Thatcher Moddie, City Attorney Brad Jantz, City Clerk Megan Lawrenz, Chief of Police Chad Langle, Fire Chief Andrew Avantagiato, Analda Shepherd, Matthew Shepherd, Gabriele Simmons, Karen Soliz, Isabel Martinez, Larry Mann, Carl Urbanek, Cynthia Naylor, Rhonda Rice and Deborah Churan.

The meeting opened with the pledge of allegiance.

Mayor Bell called the meeting to order.

Public Forum –

Analda Shepherd – 616 N D St – Medical Reasons for Chickens/Ducks.

John Shepherd – 616 N D St – Donated Microchip Reader to the Police Department.

Handout from the Analda and John Shepherd read: The 5 most common reasons hens crow. #1 The hen is taking on the role of the rooster. Sometimes, in flocks with no roosters, a hen may take on a masculine role. She may act as a sentinel for the flock, attempt mating with other hens, and yes-she may start crowing. #2 The hen is diseased. Laying hens commonly die from reproductive diseases and disorders. Sometimes, if a hen has had something go terribly wrong with her reproductive organs (for example, ovarian cancer), her hormones may change, resulting in crowing. #3 The hen is aging. After peak egg production (typically, the first couple years of laying), hens' reproductive systems tend to slow down pretty drastically over the remainder of their lives. Sometimes, this slowing down is accompanied by hormone changes that result in crowing. Growing spurs is also common. #4 The hen has a genetic disorder. In the question posed at the beginning of this post, my subscriber states that cowering hen is unusually tiny, about have the size of the other Polish hens in the flock. I suspect she has some kind of genetic disorder affecting her hormones. It's speculation, but it makes sense. For more on this topic, watch the short video at the top of this post. #5 Genetics. Some hens are just genetically prone to crow. There's nothing wrong with them-no diseases or disorders-it's just their genes. Longcrowing hens are actually bred to crow. Longcrows are chickens who, as the name suggest have in credibly long crows. These chickens are often used in crowing contests-the rooster with the longest crow wins. And hens who crow tend to produce rooster offspring with longer crows.

Gabriele Simmions – 15 N 12th – Questions for Commissioners. Handout from Gabriele Simmons read: Let me start off by thanking the City Commission for finally taking the anticipated steps to remove the residence located at 211 N E Street. That residence for many years has been not only an eyesore for the neighborhood around it, it also posed a significant health and safety risk to families and children who attend the Discovery Child Care Learning Center and all others in the neighborhood. As you are aware, we are in the final stages of construction for our long awaited expansion project. This expansion has caused us to increase the number of employees hired by DCCLC to a total of 13 employees and will balloon our available enrollment at the center to 49 children serving approximately 26 new families. This has been completely funded through private grants and through a program with the Kansas Department of Commerce where we were able to sell off tax credits in exchange for private donations. This is a huge deal for our nonprofit organization to take on and a huge investment into the community and future generations. Today, I am asking the City Commission to consider taking action on two things. The first request I have is in regards to the city-owned property located in the 200 blk of North E Street. Because of the flood zone, it is my understanding that no buildings can be constructed on this property, at least not easily, and more times than not, city crews forget that this is

city-owned property and that it needs to be regularly maintained and mowed throughout the summer months. We have done that this past summer due to an agreement to use the property during construction, which we do appreciate. However, due to the increase in employees and the further anticipated increase in vehicular traffic along North E Street and East Wyatt Street, I am requesting the City create a parking lot and provide authorization to allow my staff to park off the street on that property. This would open the street for child drop offs and for neighborhood residents to be able to park in front of their homes while staff at SCCLC park off the street. Alternatively, if the City would agree, I can purchase the rock needed to put in an improved surface on the property for my employees and maintain the remainder of the property in exchange for the City deeding it over to us. This saves the City money not needing to maintain the property any longer and allows neighborhood residents and visitors greater access to be able to park in front of their homes instead of down the street. My second request, because there are two licensed child care businesses in the neighborhood, I am asking the City Commission to consider two traffic related items. First, consider installing "Slow Child at Play" signs along East Wyatt Street beginning at N D Street and going east through the 500 blk of East Wyatt Street and also beginning near the intersection of N E Street and E Wilde Street. Secondly, I would also ask that when it does snow please remember that child care businesses do routinely remain open; because of this, I would ask if the City can remember that there are two businesses not on a main road that could use enhanced consideration for snow clearing to allow for parents to safely drop off their children on the way to and from work. Thank you for your time and consideration. Gabriele Simmons.

Karen Soliz – 602 N D St – Nuisance Animals.

Isabel Martinez – Nuisance Animals. Jonathan Murphy – 463 S 5th St – Fowl Ordinance. Handout from Isabel Martinez read: Procedure: Offending animal should be recorded for photo'd if possible to provide proof, if unsafe to do so, complaint should be directed to Herington Police Department (HPD).
1. If cats owner is known to complainant: A. Contact owner and try to resolve complaint. B. If unable to reach a solution, HPD should be called for intervention. C. HPD may determine ownership by: 1. Scan for identification chip or B. Look for license/registration with the City of Herington. 2. HPD to determine if cat is dangerous/vicious, or nuisance. A. HPD may provide a trap or allow a humane trap to be used, to trap the cat. B. Only the HPD or Animal Control Agency may be allowed to impound the cat and turn over to Animal Shelter/Veterinary for rehoming or possible euthanasia. 3. Field Complaint with cats owner; A. Discretionary warning up to two times, with possibility of fine or impoundment. B. After two warnings, HPD may impose a \$100.00 fine up to two times. C. After two fines of \$100.00, and no resolution, mandatory impounding of the cat. Animal to be remanded to Animal Control/Shelter for rehoming or euthanasia.

Brian Parrish – 2 N F St – 1-904G Inquiry for Dan McDonald/Ethics. Debroah Churan - 605 N D St – Fowl Ordinance.

John Woltz – 1157 S Webb Rd #1402, Wichita, KS 67207 – Fowl Ordinance/Ethics. An email received from John Woltz, read by City Manager Thatcher Moddie: My name is John Woltz. I write you because I've been considering moving to Herington. My girlfriend and I are both residents of Wichita, and have started to see the city grow to levels that we're seeking a reprieve from. We've visited many times, and last month we assisted some friends of ours with the Teachers Benefit BBQ. We enjoy helping good local causes, and had a blast helping raise funds for the teachers. Herington has a wonderful small-town charm, with more conveniences than other surrounding towns, such as Wilsey. However, there has been a lot of squabbling recently regarding one of your city council members. Without a doubt, this would be Dan. I watched the recording of the council meeting where some of my friends confronted the rumors about cat trapping. I found it rather amusing that Dan self-identified as the perpetrator, without being named. Like an adolescent child he has now engaged in petty revenge. His call for enforcement of fowl outside of chickens, is honestly shocking. Even Wichita allows for ducks, turkeys, and other fowl. Asking for something more strict than the largest city in Kansas is a big ask. Certainly, it's within the city of Herington's power to enforce such a code, but why is it being so stringent? If there

are no health concerns that alarm larger cities, then where is this motivation coming from? The answer is simple: Dan is abusing his position to engage in petty revenge. He did not enjoy being confronted about his actions that impacted some local pet owners. Now he is seeking to try and inflict whatever pain he can on those who confronted him. This is the very definition of petty. I have always believed that a council member is a public servant. Who does this act serve? It serves Dan's petty motives. I firmly believe is not in the general interest of the community to enforce stricter requirements than Wichita, and would only be of detriment to your constituents as a whole. I also shudder at the thought that this wonderful small town would have reached the size that council members can take such corrupt actions as to be so self-serving. I think the city can do better, and I think Dan should be held to a higher standard than these adolescent tactics. He should have taken the feedback, and grown from it. He should have found that his place on the council should be held with reverence, and consider how he can best grow and assist his community. As mentioned before, I have already submitted this directly, and Dan has responded. He chose to take another spiteful path, calling me someone who "lacks intestinal fortitude", "hides behind social media" and asked "why are you even in this versation? You don't live here!". I believe Dan does not know the culture of the state that he migrated to. As a natural born proud Kansan, I informed him of our rich history of taking up action for social justice. Dan has demonstrated his poor moral fiber at every given opportunity, and if the "rumblings of social media" are anything to consider, they are against Dan and his actions. I do not believe he is considering the collateral damage in his petty crusade, or at least does not care about those impacted. Raising fowl is a very common practice in the united states, even the state he migrated from allows for raising various fowl, within restrictions. For his edification: ducks are not restricted in California. I believe his actions would worsen the approach for anyone in the Herington area to engage in homesteading. This is Kansas, the heartland of America, and homesteading should not be frowned upon as its part of our heritage. Please take note of my concerns related not only to more stringent restrictions on allowed fowl, and the actions of Dan McDonald. These are issues my girlfriend and I are considering when looking at our new permanent residence, and this may be the deciding factors on choosing another area. Thank You. John "Chris" Woltz

Additional Agenda Items: 6A Discussion on the Fowl Ordinance, 6B – Discussion on 200 Blk of E Wilde.

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

Consent Agenda – Commissioner Gares made a motion to approve the following consent agenda items: Minutes of the Regular December 5, 2023, Library Board Minutes November 14, 2023, Planning Commission Minutes October 24, 2023, Consider Appointment of Bryan Parish to 3-year Planning Commission Term 2024-2026, Consider re-appointment of Karen Soliz to remaining tenure of 2024 Planning Commission Term, Fire District Contracts (Agreements for Fire Protection Services), Clarks Creek Township Contract, Lyon Township Contract, Union Township Contract, Fire District 7 – Morris County Contract, CMB Approvals 2024, Family Dollar, Pizza Hut, Casey's Retail Company, North Agrimart LLC, Ampride and Uncle Bob's Bowling, seconded by Mayor Bell. Motion carried 4-0.

6a – Fowl Ordinance Discussion – Commissioners would like this added to an agenda in January for more discussion and possible revision to the ordinance.

6b – 200 BLK of E and Wilde – Consensus to allow parking on the proposed lot but hold off on deeding it over until all demos in the area are completed.

Update from Police Chief – There were 273 calls for service with 59 traffic stops and 5 misdemeanor arrests. Officer Walker has completed FTO. The Chief is working on getting officers into various trainings for next year. Animal Control Issues – The dogs on the west side of town are vicious. One has already been tranquilized and removed. The second dog seems less aggressive now. To clear up some confusion: It was a different dog that killed the dog that is being spoke about on social media.

The Herington Police Department is actively working on this situation, they have called 4 different agencies for assistance, and have reached out to two vet clinics. One did agree to help. The police department has set out live traps, and the dogs were not interested. In order for a tranquilizer gun to work you must be within 15 yards of the animal, the police department can't get within 50 yards of the animal. The Chief wanted the community to be aware that the department aware of the situation and is putting in hours to rectify it. Someone is providing food, water and shelter to these animals, and the police department has images of a suspect. The department received a donated pet chip reader from the Shepherd Family. To clarify on the fowl ordinance as written the department reads that chickens, ducks, and fowl are allowed within city limits.

Update from Fire Chief – There were 35 calls for service. 1 off road vehicle or heavy equipment fire, 22 medical assists, 2 motor vehicle accidents with injuries, 2 gas leaks, 7 authorized controlled burnings and 1 false alarm. The fire department is still looking for volunteers. Department and equipment updates include, fuel issues with the rescue are fixed, they completed training with five other departments on-house, and completed training on grain engulfment, forcible entry and basic rope.

2023 year-in-review from the CVB – Cynthia Naylor CVB President presented that the CVB worked on Strategic Planning, including where they were, where they want to be and setting goals. A new sign was installed on Highway 77, and they are still working to install lights. They have invested in KS Travel. They are working on maps for this summer. The EV charger is up and running and on the website. Working on visitherington.com website, securing office space and on a come to Herington video. The Fall festival was a success, with great turn out.

1. Closing on land swap for Trailhead development
 - a. Attempting to have land remediated by mid-January 2024.
 - b. KDWP is still working on internal Federal Grant administrative process.
 - c. Attempting to meeting in early Spring to discuss preparation for trail development in 1-2 years.
2. KMEA Generator Authorization
 - a. Approved new generator to increase capacity to cover entire City and further commercial, industrial and residential development
 - b. Renovation of existing generator scheduled for Early 2024. Met recently with Foley to discuss the project
3. Airport Projects
 - a. Applied for a Federal Grant match with the FAA for a new lighting and PAPI system for the Airport. Should have an answer by early Spring 2024
 - b. Working on bids or preliminary pricing for new Hangars at the Airport. The biggest challenge facing the Airport is the need to keep over 10 planes always stocked. If we fall below, it can make us ineligible for FAA grants and set us behind for years.
 - c. Luckily, we are near 12 planes currently and airport staff are always seeking out more clients.
4. Disc Golf Course
 - a. Partnered with Discs Unlimited on development of Lake Disc Golf Course. Drafted an MOU Agreement for Lake Course.
 - b. Expansion and improvement of Father P course is included.
 - c. Will be working with grant dollars and city resources to move both forward. City will take a lead with help on event planning to draw tourism in the future.
5. Code Updates
 - a. Manufactured Home Ordinance
 - b. Building and Trades updates
6. Grant Applications for MIH, HITC for Logan Pointe Development
 - a. Looking at creative ways to develop lots in Logan Pointe for 2024
7. Upgrades to Municipal Pool
 - a. Improved leaks at pool

- b. Added new improvements around main pool, new diving stands, ladders, etc.
 - c. Replaced Pool Roof.
- 8. Code issues
 - a. Took 3 properties through to demolition.
 - b. Follow-up on prior year code issues and provided updates at numerous Commission meetings.
 - c. Started resolutions which led to remediation of numerous local properties.
- 9. New Ordinances and Resolutions
 - a. Planning Commission reduction
 - b. Open Consumption, Common Consumption Areas.
- 10. Budget Process
 - a. Worked with auditors to improve General fund, savings for the 2024 budget.
 - b. Completed internal improvement to reconciliation, accounting and finance which were identified as major problems in the prior budget years.
 - c. Completed numerous budget workshops.
- 11. New Business growth
 - a. Casey's
 - i. Casey's utility project went for bid and was approved. Contractor over halfway done with utility project.
 - ii. Development will be nearing completion in early 2024.
 - b. Conditional Use Permit for new business at 620. N G Street
- 12. Fleet Improvements
 - a. New Fire Tender truck
 - b. Able to purchase used replacement rescue truck with insurance claim. Entered into MOU for County Support.
 - c. New Fire Department Truck
 - d. New police cruiser purchase
 - e. New Water Department Truck
 - f. New small bucket truck ordered
- 13. Walking Trail C-Street
 - a. Completed walking trail to USD 487, further improvements coming 2024
 - b. Will be focusing on Safe Walks to School program and grant application in 2024, in partnership with the District.
 - c. Working on sidewalk connectivity and biking paths for students in the coming year.
- 14. Comprehensive Plan
 - a. Conducted numerous meetings with Planning Commission, subcommittee, City Commission and Community Members
 - b. Authorized a plan for PEC engineering firm to see the document to Completion.
 - c. Will include a plan to address the document yearly, with substantial updates every 3-5 years.
 - d. Incorporate a proposal in the budget to contribute monetarily to Comp Plan improvements and to budget for a new comp plan in 15 years.
 - e. Utilize CIP budget to establish a new Capital Improvement Plan, in which the city plans for long-term extensive projects and improvements.
 - f. Hoping to see a completed document by April 2024.
- 15. School Resource Officer
 - a. Partnered with USD 487 on taking over the SRO position.
 - b. Officer attended training and accepted added responsibility.
 - c. City Commission and School board will review program yearly and adjust.
- 16. Conducted Staff Reviews
 - a. Numerous promotions were offered to continue staff growth.
 - b. Review documents are being completed and filed for all staff members.

- c. Several staff members shifted departments and applied for open positions in various parts of the City. Proving flexibility, self-improvement and hiring from within to be effective measures.

17. 2024 Goals

- a. Complete Comprehensive Plan
- b. Establish grant-writing program with rotating list to reapply yearly for grants
 - i. Partner with grant-writing organizations
- c. Economic Development
 - i. Focus on improving City-owned lots to make more marketable for developers.
 - ii. Consider state programs like the Shovel-ready program to appeal to industrial, commercial and manufacturing companies.
 - iii. Work on downtown development and recruitment of small business. Carry the UPTICC program forward to continue small business improvement and growth.
 - iv. Partner with DKEDC to seek out grants and improvements to Economic Development policy.
 - v. Work on residential growth and expansion. Reestablish program for renovation housing throughout the community.
 - vi. Develop land bank to create developable lots for new business growth.
- d. Budget
 - i. Start earlier on budget process and incorporate new Comprehensive Plan objectives into budget process.

Update on Sewer Treatment Facility project and updated rate study – We are currently working on a rate study, to help determine where we will be for the second phase of the wastewater treatment plant. Still working closely with SMH.

Discussion of Ethics Committee and scheduling potential Ethics Workshop for January 2024 – Consensus to have workshop in January.

City Manager Comments – City Hall will be closed Monday and Tuesday the 25th and 26th and January 1st. Staff is working on a Grant with SMH for repairs to the raw water line. There is a Disc golf meeting tomorrow. The city has come to an agreement with the Insurance Agency on the dump truck that was involved in an accident, the City will keep the vehicle on a salvaged title. Staff is still working on the Krause Land Contract. Staff will look into the Daycare's requests.

Commissioner Comments

Commissioner Castleberry – Thanked the community! Thanked Thatcher and Branden and Vinny as city managers. Thanked the commissioners, past and present.

Commissioner Urbanek – Suggests that Thatcher and Brad reach out to Mr. Parrish to acknowledge comments made in public forum. Requests revised punch list to finish out the year. Asked for update on Trapp Street repair and subsequent turn over to the city. Keep The Spot property on the list. Expressed gratefulness to the community for the opportunity to serve.

Commissioner Gares – Nothing.

Mayor Bell – Asked for an update on an A street project. Will start next year. Thanked Ben and Debi.

Adjourn – Commissioner Castleberry made a motion to adjourn, seconded by Mayor Bell. Motion carried 3-1, with Commissioner Gares casting the dissenting vote.

MINUTES OF REGULAR CVB MEETING 231025

Wednesday, October 25, 2023

City Office

6:00 P.M.

1.0 OPENING OF MEETING

Call Meeting to Order

Meeting was called to order at 6:05pm.

Board members in attendance were Cynthia Naylor, Marcus Hawkes, Amy Thibodeau, Janet Wade, & Rhonda Rice.

2.0 ADDITION TO AGENDA

Board members walked to the former Senior Center Building located at 14 W Main. The new owner, George Miehle gave a tour of the building to use as a possible office space. Consensus was to draft an agreement for the use of the space for further consideration.

3.0 TREASURER'S REPORT

\$8,495.38 bank statement, \$1010.08 working balance. Motion to approve the modified treasurer's report Amy (Marcus) 5-0.

4.0 MINUTES

Motion to approve September modified minutes Janet (Marcus) 5-0.

5.0 AGENDA

Motion to approve the agenda Janet (Marcus) 5-0.

5.0 OLD BUSINESS

EV Chargers-Thatcher said the account is set up and the charger is operable. Thatcher is making an inquiry into why it isn't listed on the map yet. Marcus will put up signs.

Window Clings-Janet met with Rhonda Levens. Rhonda has more simplified ideas than what we had originally talked about. Janet will follow up with Rhonda.

Fall Festival Update-Fall Festival meeting directly following this meeting.

Community Grant-Street banner needs research.

Visit Herington Video-Rob Thome came 3 weeks ago and took footage with a drone. Rhonda will do the script to accompany the footage. Tim Schlesener provided proposed lyrics to accompany

the video. Discussion involved splitting the footage into two separate videos. Janet proposed to table to next work session.

Website/Emails-Domain name has been secured and paid for. Janet and Rhonda are deciding on the program to use which will allow a QR code to be created.

Landmark Map-November 8th at 2:30 pm Lindsay Kernodle will be coming to Herington.

Disc Golf-Grant has been submitted. Grant is \$500,000. There are approximately 30 applications.

6.0 NEW BUSINESS

CVB

Membership/High School student-CVB Memberships can be modified from the state statutes. Cynthia will speak to Thatcher regarding a student.

Review Strategic Plan/Marketing Plan-Table to next meeting. Everyone should read Rhonda's email from November 15, 2022.

Conventions-talk about at November 15th regular meeting

State Tourism Conference-Janet and Rhonda attended

Store Front/Office-need to negotiate a contract. Janet (Amy) moved to agree in principle to renting the space at 14 W Main and draft an agreement and coordinate with Thatcher (5-0).

Social Media Contract Offer-table to November 15th meeting.

Rhonda proposed to meet on November 8th at 6pm for a work session. Lindsay (map) is coming at 2:30 pm that day. Rhonda will take notes for the work session. Consensus was to add Budget to the work session.

Meeting was adjourned at 7:09pm Marcus (Amy) 5-0.

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between the CITY OF HERINGTON, KANSAS, a municipal corporation, hereinafter referred to as "Seller" and, **KRAUSE MECHANICAL...**, a _____ a **Limited Liability Company...a Kansas Corporation...a Sole Proprietorship...etc**, hereinafter referred to as "Buyer".

WITNESSETH:

For and in consideration of the mutual covenants and payments hereinafter set forth, the parties hereto agree as follows:

FIRST: **CONVEYANCE:** Seller agrees to sell and convey to Buyer, by good and sufficient warranty deed, real estate legally described as follows, to wit:

The property fully described in the attachment identified as **EXHIBIT A**, which is attached hereto and incorporated by reference as if set out in full.

SECOND: **PURCHASE PRICE:** Buyer agrees to purchase said property and to pay to Seller as consideration therefore the sum of \$1.00, payable as follows:

- a) The total purchase price of \$1.00 shall be due in cash at closing.
- b) All liens, taxes, and utilities accrued or accruing to date of closing as noted herein, to the extent owed, shall be paid in full by Seller.

THIRD: **CLOSING DATE:** Closing date for purposes of this contract shall be mutually agreed by the parties and shall be no later than _____, __, 2023. Possession shall be delivered to Buyer upon closing. The closing shall be conducted at a mutually agreed upon location. Closing fees, including but not limited to all those listed herein, shall be paid as assigned in paragraph NINTH herein. **The real estate is being sold "AS IS"**. Buyer accepts the property in its present condition based upon Buyer's inspection of the same.

FOURTH: **TAXES:** Taxes and special assessments for 2022 and all prior years, to the extent owed, shall be paid by Seller. Taxes and special assessments for 2023, shall be prorated between Buyer and Seller to date of closing. Taxes and special assessments after closing and all subsequent years shall be paid by Buyer.

FIFTH: **LIMITED SALVAGE RIGHTS:** Buyer shall be granted ownership of any current salvage from the remediation of the property done by Seller. Salvage items currently preserved and stored on the subject premises shall be considered part of the property transfer in this subject transaction.

SIXTH:

PERFORMANCE CONDITIONS:

A. *CONDITIONS IMPOSED BY SELLER:*

1. It is expressly understood that Seller is entering into this transaction with the full expectation of Buyer, and as an element of binding consideration to this conveyance, that Seller will, use all best efforts, in good faith develop the subject property into a commercial enterprise offering services to the community. To that end, the development of the property to a usable and commercially viable state shall timely proceed with completion of any remodeling and rehabilitation to be concluded and a certificate of occupancy issued on or before the two (2) year anniversary from date of closing herein. This deadline may, at the discretion of the Seller be extended for what the Seller, in its sole discretion imposing good faith and fair dealing, deems to be good cause at the request of the Buyer.
2. The parties hereto expressly agree that if this deadline is not met or extended, the failure shall constitute a breach of this agreement and serve as the necessary condition precedent for payment of liquidated damages pursuant to paragraph THIRTEENTH hereof.

B. *CONDITIONS IMPOSED BY BUYER:*

1. Each of the conditions set forth below must be met to the satisfaction of buyer during the inspection period:
 - a. Seller agrees to cooperate with buyer during the inspection period in order for buyer to obtain all documents and records required by buyer, including but not limited to the following, all of which must be satisfactory to buyer:
 - i. A list of utilities presently serving the Property;
 - ii. Copies of all engineering, structural, environmental reports or other similar reports available to Seller;
 - iii. Copies of current tax bills; and
 - iv. Such other documents or information relating to the Property as Buyer may reasonably request.
 - b. Buyer shall have received an owner's title policy insuring title free and clear of all liens, encumbrances, encroachments and easements, except as expressly permitted by buyer.

- c. Title shall be conveyed subject to no monetary liens except for non-delinquent real property taxes. Any taxes assessed after the Closing, attributable to a period prior to the closing, shall be paid by Seller. The Seller will pay off and discharge all monetary and other liens and encumbrances against the Property.
- d. Buyer shall have completed its due diligence concerning the purchase of the Property during the inspection period to Buyer's satisfaction.

SEVENTH: **CONDEMNATION:** Seller shall notify Buyer immediately of the institution or maintenance of any condemnation or similar proceedings with respect to the Property. In the event of any condemnation or similar proceedings are instituted or maintained with respect to a portion of the Property, Buyer at its option, may either (i) terminate this Agreement, or (ii) consummate the transaction contemplated by this Agreement. In the event that Buyer elects to complete the transaction, all condemnation proceeds collected in connection with such proceedings shall be delivered to Buyer upon the Closing, and all entitlement to all other condemnation proceeds arising out of such proceedings shall be assigned by Seller to Buyer upon the Closing.

EIGHTH: **ASSIGNMENT:** Buyer shall not sell, assign, or transfer this contract, or any interest hereunder, without first obtaining the written consent of Seller.

NINTH: **TITLE INSURANCE:** Buyer will procure a standard owner's title insurance policy commitment in the amount of the purchase price, showing good and merchantable title in the name of the Seller or its successor in interest, free and clear of mortgages, lines or encumbrances, save those referred to therein. Buyer shall have ten (10) days to examine the title insurance commitment after receiving same, and it is understood and agreed that the Seller or Buyer, as agreed by the parties, shall have a reasonable time to correct any title defects; and if legal proceedings shall be necessary, such proceedings shall commence promptly after return of the title report to Seller, and shall be completed as soon as possible. Should Seller be unable to furnish marketable title as herein provided, then this contract shall be null and void. The title insurance shall be delivered to Buyer at closing or as soon thereafter as possible. Since title insurance is to be provided, the abstract need not be certified to date; however, the present abstract, if any, shall be delivered to Buyer at closing. Any future extensions of said abstract shall be the sole responsibility of Buyer.

TENTH: **DIVISION OF COSTS:** Buyer shall be responsible for all usual costs associated with closing including costs of the title insurance policy, closing fees, and costs of survey on the property. Seller shall be responsible for the costs and expenses of their attorneys to meet reasonable title requirements of the Buyer unless waived by the Buyer. The Buyer shall be responsible for her own attorney's fees, including costs of examination of the commitment for title insurance; recording of the affidavit of

equitable interest and payment of the required recording fees.

ELEVENTH: **DEED:** Seller shall execute and deliver to Buyer, at the time of closing, a good and sufficient warranty deed, conveying merchantable title in the real estate, subject to rights of way, restrictions of record and other exceptions as set herein by Buyer.

TWELFTH: **DEFAULT:** In the event default is made in fulfilling the terms of this contract, or any part thereof, by or on behalf of the Buyer, the Seller may, at Seller' option, cancel this contract and Seller shall have the right to re-enter and take possession of the real estate, or pursue any other remedy of law. In the event default is made in fulfilling the terms of this contract, or any part thereof, by or on behalf of the Seller, the Buyer may, at Buyer's option, cancel this contract, and Buyer shall have the right to pursue any other remedy at law.

THIRTEENTH: **LIQUIDATED DAMAGES:** It is acknowledged that the Buyer's failure to achieve substantial completion in the development of the property to a usable and commercially viable state as evidenced by issuance of a certificate of occupancy issued on or before (insert date) as noted in paragraph SIXTH hereof will cause the Seller to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Seller of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Buyer agrees, consistent with the requirements of Kansas Statutes Annotated 84-2-718, that liquidated damages may be assessed and recovered by the Seller as against Buyer and her Surety, if any, in the event of delayed completion and without the Seller being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Buyer shall be liable to the Seller for payment of liquidated damages in the total amount of Twenty-five Thousand (\$25,000.00) Dollars after the specified deadline enumerated herein if substantial completion evidenced by the issuance of a certificate of occupancy is delayed beyond such deadline including any adjustments for time extensions provided by the Seller for good cause shown. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Buyer shall pay them to Seller without limiting Seller's right to terminate this agreement for default as provided elsewhere herein.

FOURTEENTH: **COUNTERPARTS:** This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

FIFTEENTH: **NO MERGER:** The provisions of this agreement shall not merge with the delivery of the Deed or other instruments at Closing, but shall survive the

closing of the transactions contemplated herein and the delivery of all such documents.

FIFTEENTH: **BINDING ON HEIRS AND ASSIGNS:** This agreement shall bind the parties hereto, their heirs, executors, administrators, devisees, trustees, creditors and assigns.

SIXTEENTH: **ENTIRE AGREEMENT:** This agreement constitutes the sole and entire agreement between the parties, and no modification hereof shall be binding unless made in writing and signed by all the parties.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

“Seller”

By _____

Title _____

ATTEST:

“Buyer”

NAME OF BUYER

DRAFT

By: _____
Authorized Agent

EXHIBIT A
LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

Current Street Address:

INSERT STREET ADDRESS, IF ANY

RESOLUTION NO. 993

A RESOLUTION REGARDING THE WAIVER OF GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND TO WAIVE THE REQUIREMENTS OF K.S.A. 751120a (a) IN THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS FOR THE CITY OF HERINGTON, KANSAS, FOR FISCAL YEAR 2024.

WHEREAS, the City of Herington, Kansas, a City of the Second Class, is a municipality as defined by K.S.A. 75-117; and,

WHEREAS, as a municipality, the City is required to have its fiscal procedure, accounts and reports examined and audited annually; and,

WHEREAS, the City of Herington, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2023, to be prepared in conformity with the requirements of K.S.A. 75-1120a (a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Herington; and,

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a (a) for the year ended December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Herington, Kansas, in regular meeting duly assembled this 2nd day of January 2024, that the Governing Body waives the requirements of K.S.A. 75-1120a (a) as they apply to the City of Herington, Kansas, for the year ended December 31, 2023.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Herington to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

THIS RESOLUTION shall take effect and be in full force from and after its adoption.

PASSED AND ADOPTED by the Governing Body of the City of Herington, Kansas, in a regular meeting, this 2nd day of January 2024.

ADOPTED AND APPROVED by the Governing Body of the City of Herington,
Dickinson County, Kansas this ____ day of January 2024.

Mayor

ATTEST:

Megan Lawrenz, City Clerk

(SEAL)

DRAFT

Published in The Dickinson County News-Times on the 10th day of January 2024.

ORDINANCE NO. 1889

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF HERINGTON, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES”, EDITION OF 2023, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ANY AND ALL OTHER FOREGOING ORDINANCES IN CONFLICT HERewith.

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

SECTION 1: INCORPORATING STANDARD TRAFFIC ORDINANCE:

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits on the City of Herington, Kansas, that certain standard traffic ordinance known as the “**Standard Traffic Ordinance for Kansas Cities**”, **Edition 2023**, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, ***save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed.** One copy of said Standard traffic Ordinance shall be marked or stamped “**Official Copy as Adopted by Ordinance No. 1889**”, ***with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change including but not limited to sections 114.2, 114.3, 114.4, and 114.5, or portions thereof as may be applicable,** and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

SECTION 2: TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES:

(a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.

(b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION 3: PENALTY FOR SCHEDULED FINES:

The fine for violation of an ordinance traffic infraction or any other traffic offense in which the municipal judge establishes a fine in a fine schedule shall not be less than **\$10.00** nor more than **\$500.00**. A person tried and convicted for violation of an ordinance designated as a traffic infraction or other traffic offenses in which a fine has not been established in a schedule of fines shall pay a fine fixed by the court not to exceed **\$500.00**.

SECTION 4: REPEAL:

Any and all other and foregoing ordinances in conflict herewith shall be the same are hereby repealed.

SECTION 5: EFFECTIVE DATE:

The ordinance shall take effect and be in force from and after its once publication in The Dickinson County News-Times, the official City Newspaper.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF HERINGTON,
KANSAS THIS 2nd DAY OF JANUARY 2024.**

Mayor

ATTEST:

Megan Lawrenz, City Clerk

(SEAL)

DRAFT

Published in The Dickinson County News-Times on the 10th day of January 2024.

ORDINANCE NO. 1890

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF HERINGTON, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES”, EDITION OF 2023, AND REPEALING ANY AND ALL OTHER FOREGOING ORDINANCES IN CONFLICT HEREWITH.

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

SECTION 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE:

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Herington, Kansas, that certain code known as the **“Uniform Public Offense Code”, Edition of 2023**, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, ***save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed**. One copy of said Standard traffic Ordinance shall be marked or stamped **“Official Copy as Adopted by Ordinance No. 1890”**, ***with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change**. One official copy of said Uniform Public Offense Code shall be marked or stamped **“Official Copy as Adopted by Ordinance No. 1890**, and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION 2: REPEAL:

Any and all other and foregoing ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 3: EFFECTIVE DATE:

This ordinance shall take effect and be in force from and after its once publication in The Dickinson County News-Times, the official City Newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF HERINGTON, KANSAS THIS 2ND DAY OF JANUARY 2024.

Mayor

ATTEST:

Megan Lawrenz, City Clerk

(SEAL)



Uniform Program to Incentivize Commercial Cultivation Grant (UPTICC)

The City of Herington (City) hereby establishes the Uniform Program to Incentivize Commercial Cultivation (UPTICC) Grant Program to support business development in the City of Herington, KS. Funds for the program will be provided by the City for a 3-year program for 2024, 2025 and 2026. If successful, it will automatically renew for another 3-year period.

The purpose of the UPTICC program is to assist businesses through grants that will support improvements that help with the launch of a new business inside the City limits or help combat storefront blight. The City recognizes the value of the businesses located in Herington and the impact they have on the community. Grants under the UPTICC program will be provided to those projects that have the greatest value and preference will be given to currently operating or start-up businesses as well as projects that show personal financial investment from the applicant. Vacant and blighted buildings will be given priority for funding. City Staff has the authority to recommend or adjust project needs. Meaning, if there are code violations on the property, staff can recommend dollars be utilized to address these outstanding issues before other business needs.

Applicant Eligibility

1. Existing or new business (buildings which are in violation of code or considered dangerous structures will be given preference. The City will be allowed to conduct a building inspection on said building before a grant award is considered)
2. Property owner, lessor, or lessee of properties
3. Located within the City of Herington city limits
4. The business location must be primarily for business purposes only. Residential apartments or homes do not qualify
5. Business must be current on all taxes and City utility services. Business owners must also be current on City Utilities.
6. The business will only be eligible for a maximum of \$5,000 every 3-years. This can be broken into numerous grants. For example, if a business is only awarded \$2,500 one year, they would be eligible and prioritized for an additional \$2,500 the following year. If the full \$5,000 is awarded initially, a business is **NOT** eligible for another grant in the 3-year window.
7. Previous grant winners from 2021-2023 can be eligible again, but will take lower priority over new applicants. Additionally, they should identify a specific need to expand or grow the business, beyond a standard application. 2021-2023 winners should not reapply until the second half of 2024.
8. Other applicants will be awarded grants on a first-come, first serve basis. Meaning, applications will be awarded as they come. If all money has been awarded, no further

grant applications will be accepted until the following year.

Use of Grant Funds

- 1) Facility/façade improvement
- 2) Renovation/remodel costs
- 3) Acquisition of machinery and/or equipment
- 4) Acquisition of inventory for business
- 5) Business start-up costs (requires pre-approval from City)

Prohibited use of Grant Funds

- 1) Purchase of real estate or land
- 2) Paying off or refinancing debt
- 3) Working or reserve capital
- 4) Salaries or payroll expenses
- 5) Payment of any taxes or utilities
- 6) Demolition

Application Requirements/Process

1. The application must be submitted to City at least 30 days before the start of the project
2. City staff will assist the applicant as needed
3. Applicant must provide evidence that all taxes are current
4. The applicant must provide details of the project and the use of funds, including a summary of total investment. Preference will be given to applications that show matching or concurrent funds being expended by the property owner or business.
5. Funded project must begin no more than 30 days from award of funds and must be completed within 90 days of the award unless prior extension approval is given by the City
6. Facility improvements must be made under the City's Code of Ordinances.
7. Applicant must agree to participate in media coverage and promotion of the program

Award Process

1. Applications will be reviewed, evaluated by, and approved the City Manager and City Clerk within 30 days of the application
2. All grants will be presented in front of the City Commission for follow-up
3. Award decisions are final and not eligible for appeal. However, awardees can adjust and reapply the next year.

Compliance

1. City staff will follow up with award recipient to ensure that funds are used for the defined purpose and that all program requirements are met
2. The recipient will provide all documentation required under the program, including receipts, invoices, and financial documentation
3. All facility improvement and signage projects require inspection/approval by City Staff including the City inspector
4. All proceeds from the UPTICC program must be used in the manner outlined on the application within the timeline specified
5. Business must remain in operation in the location specified in the application for a minimum of one (1) year from the date of the award

6. Any funds not spent as approved, in the time designated, will be repaid to the City within 30 days of ending project date
7. Any recipient who fails to meet these compliance requirements will be required to repay the grant amount in full to the City (approved applicants sign personal guarantees)

Funding

1. The City will provide \$20,000.00 per year for grants and operation of the UPTICC program. Commission may authorize additional grant funding during the year from the Special Projects budget if a formal vote is made to do so.
2. The minimum grant amount per recipient will be \$1,000.00
3. The maximum grant amount per recipient will be \$5,000.00
4. The total number of grants awarded per year will be determined based on the availability of funds budgeted for the program and the total number of eligible applications. The availability of grant funds is subject to change based on Commission directives.

The City of Herington's Uniform Program to Incentivize Commercial Cultivation (UPTICC) Grant is available to all eligible business applicants regardless of race, age, gender, religious or sexual preference. Awards will be based on the value of the investment to the business and the City, the ability of the applicant to move forward with the proposed project promptly, the ability of the applicant to repay the funds to the City in the event of noncompliance, and the availability of funds.

DRAFT

City of Herington UPTICC Grant Application

Business name: _____
Address: _____ City: _____ State: _____ Zip: _____
Website: _____
Ownership: Private _____ Public _____
Business Structure (Proprietorship, Partnership, Corporation): _____
Year business was established: _____
Amount of grant funds requested: _____

1. Why are grant funds necessary for the project to succeed financially?
2. Describe the activity to be undertaken, the facility's use, and the product or service produced.
3. Classification of business
4. Schedule: Start Date _____ Completion Date _____
5. Does/will the applicant own or lease the project's property?
If leased, indicate the landlord/owner _____
If leased, indicate the lease term _____
6. Current workforce: Full-time _____ Part-time _____ Seasonal _____
7. Has the business previously received an incentive from the City of Herington?
8. Does the business meet all building qualifications and eligibility guidelines?
9. How much money/assets/time will be personally invested in the business or approved the project in addition to the grant amount awarded?
10. Is the business current on all taxes and city utilities?

Sign and Date _____

Approved or declined _____

Uniform Program to Incentivize Commerical Cultivation (UPTICC) Grant

PERSONAL GUARANTEE

The undersigned is an applicant with the Uniform program to Incentivize Commerical Cultivation (UPTICC) Grant with the City of Herington for a business located at _____, Herington, Kansas, and located within the City of Herington.

As an inducement for the City of Herington to accept the Applicant’s application for the UPTICC Grant, the undersigned hereby agrees to be personally responsible for re-payment of any grant monies awarded by the City of Herington to the Applicant should the Applicant fail to live up to the compliance terms established by the City of Herington’s UPTICC Grant.

A photographic or facsimile copy of this Personal Guarantee Form shall be as valid as the original.

EXECUTION SECTION

This guarantee is executed on this _____ day of _____, 20____.

Name: _____ Signature: _____

SS#: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

NOTARY SECTION

State of _____ County of _____

This instrument was acknowledged before me on _____, by

_____.

Signature – Notary Public

(SEAL)

My Appointment Expires: _____