

This is a business meeting of the governing body for the City of Herington. There is no implied or expressed right for persons outside the governing body to speak or voice their opinion unless specifically recognized by the chair.

**Regular Meeting
December 19, 2023
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 McDonald, Commissioner Castleberry, Commissioner Urbanek
Commissioner Gares, Mayor Bell
 6. Consent Agenda
 - i. Minutes of the Regular December 5, 2023
 - ii. Library Board Minutes November 14, 2023
 - iii. Planning Commission Minutes October 24, 2023
 - iv. Consider Appointment of Bryan Parrish to 3-year Planning Commission Term 2024-2026
 - v. Consider re-appointment of Karen Soliz to remaining tenure of 2024 Planning Commission Term
 - vi. Fire District Contracts (Agreements for Fire Protection Services)
 - a. Clarks Creek Township Contract
 - b. Lyon Township Contract
 - c. Union Township Contract
 - d. Fire District 7 – Morris County Contract
 - vii. CMB Approvals 2024
 - a. Family Dollar
 - b. Pizza Hut
 - c. Casey's Retail Company
 - d. North Agrimart LLC, Ampride
 - e. Uncle Bob's Bowling
- Motion _____ Seconded _____ Action _____
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek
Commissioner Gares, Mayor Bell
7. Update from Police Chief
 8. Update from Fire Chief
 9. Presentation and 2023 year-in-review from the CVB

10. 2023 Year-in-Review City Manager
11. Update on Sewer Treatment Facility project and updated rate study
12. Discussion of Ethics Committee and scheduling potential Ethics Workshop for January 2024
13. City Manager Comments
14. Commissioner Comments
15. Adjourn

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

**Regular Meeting
December 5, 2023
6:00 p.m.**

The Herington City Commission met on the above date and time. In attendance were Mayor Robbin Bell, Commissioner Eric Gares, Commissioner Debi Urbanek via phone, Commissioner Ben Castleberry, and Commissioner Dan McDonald. Also in attendance were City Manager Thatcher Moddie, City Attorney Brad Jantz, City Clerk Megan Lawrenz, Neighborhood Services Director James Masters, Larry Mann, Christina McDonald, Rhonda Rice, Britt Moore, Troy Hardwick and Janet Wade.

The meeting opened with the pledge of allegiance.

Mayor Bell called the meeting to order.

Public Forum – None.

Additional Agenda Items – None.

Approval of Agenda – Commissioner McDonald made a motion to approve the agenda, seconded by Commissioner Gares. Motion carried 5-0.

Consent Agenda – Commissioner McDonald made a motion to approve the following consent agenda items with staff correction if needed: Minutes of the Regular City Commission Meeting from November 21, 2023, seconded by Commissioner Castleberry. Motion carried 5-0.

Public Hearing for 219, W Trapp St, Herington, Kansas – The public hearing opened at 6:02pm. James gave an update on the process saying that the first violation was written on May 30, 2023, for the yard and structure. On September 9th he completed another inspection and a lot of progress had been made. On October 17th James completed another inspection and more progress had been made. James completed another inspection on December 5th, and no further progress had been made. Britt Moore, owner of 219 W Trapp told the Commissioners that he has an architect working on prints for the roof. He is also in the process of getting the remaining violation items taken care of. Commissioner consensus to meet again in June. Commissioner Gares made a motion to table the public hearing until June 18, 2024, seconded by Mayor Bell. Motion carried 5-0. Troy Hardwick 407 S Broadway –also spoke about the property. He is assisting owner and has a financial interest in the property. The public hearing closed at 6:15pm.

Discussion and further action on 219 W Trapp St – Agenda item not needed.

Discussion on Continuation of UPTICC Program and budget for 2024/2025 – Commissioner consensus is to handle UPTICC applications on a case by case for 2024, but would like to see it official in 2025. Commissioners asked for staff to come back with revisions to the program for the first meeting in January of 2024.

Consider Comprehensive Plan Master Services Agreement and Work order and Approve funding in the amount of \$20,000 for the plan to be completed – Commissioner Gares made a motion to approve the Service Agreement and authorize the mayor's signature, seconded by Commissioner Castleberry after discussion Commissioner Gares amended his motion to include approving the services agreement with staff review, seconded by Commissioner Castleberry. Motion carried 5-0.

Mayor Bell made a motion to approve Work Order #2301 for services on the Herington Tomorrow Comprehensive plan for \$20,000 with staff review, and authorizing the city manager's signature, seconded by Commissioner Gares. Motion carried 5-0.

Executive Session – Mayor Bell made a motion that the Herington City Commission recess into Executive Session, pursuant to the consultation with an attorney on matters that would be deemed

privileged in the attorney-client relationship exception K.S.A. 75-4319(b)(2) in order to discuss potential litigation to include the following: Governing Body, City Manager, and City Attorney with the open meeting to resume at 7:01pm, 5-0. seconded by Commissioner Gares. Motion carried 5-0. The regular meeting resumed with no action taken.

City Manager Comments – Congrats to Megan Lawrenz for graduating from the 4-year city clerk program with Wichita State University. Caseys willing to help with long term maintenance on the lift stations. Would like more discussion in the future on how to handle lift stations in the future. 211 N E demolition will start this Thursday. Working on UPTICC grant applications. Potential offer for rescue truck. There is another leak on the raw water line, staff has been working to repair. Staff will apply for a state grant. As of now, the planning commission should be full in January. Planning Commission/Board of Zoning Appeals will be December 21, 2023. Thanked everyone for attending the Christmas Tree Lighting!

Commissioner Comments –

Commissioner McDonald – Asked James to check out 616 N D Street, for ducks. Staff advised this is a police department issue. Asked for an update on the city property that the Lawrenz's still have items on and was told that they plan to make major progress by the end of the year. Brought up city staff use of city vehicles after hours.

Commissioner Castleberry – Would like an update on the Ethics Committee terms.

Commissioner Urbanek – Nothing.

Commissioner Gares – Vehicles for sale potentially on city property, asked that staff check into the situation.

Mayor Bell – Nothing.

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

Megan Lawrenz, City Clerk

Planning Commission Meeting
October 24, 2023
12:00 PM

The planning commission members met on the above date and time in the commission chambers of Herington City Hall. In attendance were Karen Soliz, Cynthia Naylor, Joshua Lawrenz, Janet Wade, Marcus Hawkes, Rhonda Rice (via phone), City Manager Thatcher Moddie and Deputy City Clerk Chanda Wilson.

The meeting opened with the pledge of allegiance.

Chair Marcus Hawkes called the meeting to order.

Consider Minutes of September 26, 2023, Regular Planning Commission Meeting. The following were contributed by Janet Wade.

1. 4th paragraph, pg 1 “more” should have an “e” at the end.
2. Last Paragraph, pg 1 line 3-the recommendation came from the working group/committee-not from Janet Wade.
3. 8th paragraph, pg. 1 Brown Field should be 2 words.
4. 4th paragraph, pg. 2, remove the word “small” – not defined as small.
5. 4th paragraph, pg. 2, FHA? Stands for Flint Hills Area
6. 4th paragraph, pg. 2 change “help restore buildings” to “rehab blighted areas.

Cynthia Naylor made a motion to accept the minutes with proposed changes, Janet Wade seconded, and the motion was approved 6-0.

There was no Public Forum.

Janet Wade suggested an additional agenda item under Committee and Staff Reports to discuss the zoning subcommittee and taking action on assigning responsibilities.

Cynthia Naylor made a motion to approve the agenda with proposed changes. Janet Wade Seconded, the motion passed, 6-0.

Thatcher Moddie started the discussion of members on planning and zoning commission. The City Commission approved reducing the membership of the planning commission from 9 down to 7. In order to have a quorum the commission only needs four members present. Rhonda was added to the planning commission in Gwen-Owens Wilson’s place. Several current members are looking to step down from the commission.

Regarding the discussion of the comprehensive plan, Thatcher informed the group that the City Commission has reviewed and is looking at a budget for having PEC consult to help complete the comprehensive plan. (Scope summary attached.) PEC is going to submit a bid. There was discussion about what all the consultants should look at. Thatcher suggested that members email him to ensure that we are requesting what is needed from PEC.

Janet Wade started the discussion about the zoning sub-committee. The committee hasn’t met in about a year. She would like to see the committee be more active and assign responsibility-to include addressing the new flood plain map. Would like to see on the next month’s agenda a discussion on how to handle ADU’s, B&B’s, Air B&B’s etc.

No other committee and staff reports were given.

Commissioner Comments:

Karen Soliz expressed concerns that we address the problem of RV parking and the permit process to allow them. She asked that it be added to November's agenda. (Rhonda Rice expressed that broken-down vehicles and utility trailers should be included.)

Cynthia Naylor-None

Rhonda Rice-None

Joshua Lawrenz-None

Janet Wade-None

Marcus Hawkes-None

Joshua Lawrenz left the meeting at 1:00.

Janet Wade made a motion to adjourn the meeting, Cynthia Naylor seconded, and the motion passed 5-0.

Herington Public Library -Library Board Minutes

November 14, 2023

Present: President: John Thissen, Vice President: Peggy Hilliard. Secretary, Karen Soliz.
Debbie Wendt, Linda Polston, Carol Riffel.

Librarian: Shelly Wirtz.

Meeting Convened.

Motion to approve agenda made by John, seconded by Peggy.

Motion to approve minutes made by Peggy, seconded by Debbie.

Treasurer's Report: Discussed the untimely payments from the City of Herington; feel as if the Library is a "step-child" department of the City. They exploit Shelly's financial acumen.

Motion to approve the Financial Report made by Carol, seconded by Karen.

New/Old Business

- a. Smart Insurance: We hope to have Tandi Reiff with Smart Insurance attend the December meeting. For the present the Library will continue with Nationwide because of their low quote.
- b. Heating and Air Conditioning Units: Discussion. Motion by John, seconded by Peggy; use money from the Capital improvement to purchase new air conditioners,
- c. Shelly submitted a Technology Grant. Susan Mueller submitted a grant for Programming and to provide wreaths to NCKLS. Shelly is anticipating an invoice for the new computer
- d. No update from Dave Killgore with Quality Inspections regarding any upgrades necessary for the elevator.
- e. Shelly attempting to reach David regarding the window seal. She left a message and will follow up.
- f. Community Foundation did not approve the grant for AED Defibrillator Device. Wendy will continue to search for alternative funding sources.
- g. Waiting for books to arrive from Brownstone Book Fund. Shelly recommends being patient .
- h. The baby changing station installation is complete.
- i. New Leaf Mission is no longer accepting books. John recommended ICT Books in Wichita as a new source. Located at 1740 S Colorado Street, Wichita.
- j. Tami Martin won the drawing for "Thankful for the Library" She received a \$15.00 gift card for Gathering Grounds in Herington.
- k. The trash blowing from the neighbor's yard to the Library grounds has been resolved.
- l. Reviewing Policies discussed and no changes will be made. Update will be recorded 12/23.
- m. Homeless Education offered to Library and Board Members by Ryan Dow. Shelly will arrange for anyone interested.

Motion to adjourn made by John and seconded by Peggy at 5:17 P.M.

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 19th day of December, 2023 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Fire District Number 11, Morris County, Kansas, hereinafter referred to as Second Party.

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

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

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

The parties therefore covenant and agree as follows:

1. In consideration of the sum equal to for the year **2023 3.151 mils, 2024 3.151 mils, 2025, 3.5 mils**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2023, 2024, 2025. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.

4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

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

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____
Mayor

By _____
Title _____

ATTEST:

City Clerk

ATTEST:

By _____
Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 19th day of December, 2023 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Fire District Number 7, Morris County, Kansas, hereinafter referred to as Second Party.

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

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

Fire District Number 7, Morris County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum equal to for the year **2023 3.325 mils, 2024 3.325, and 2025 3.5 mils**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2023, 2024,2025. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.

4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

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

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____
Mayor

By _____
Title _____

ATTEST:

City Clerk

ATTEST:

By _____
Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 19th day of December, 2023 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Lyon Township, Dickinson County, Kansas, hereinafter referred to as Second Party.

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

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

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

The parties therefore covenant and agree as follows:

1. In consideration of the sum equal to for the year of **2023 3.088 mils, 2024 3.088 mils and 2025 3.5 mils**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2023, 2024 and 2025. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.

4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

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

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____
Mayor

By _____
Title _____

ATTEST:

City Clerk

ATTEST:

By _____
Title _____

(SEAL)

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 19th day of December, 2023 by and between the City of Herington, Dickinson County, Kansas, a Municipal Corporation, hereinafter referred to as First Party, and Union Township, Dickinson County, Kansas, hereinafter referred to as Second Party.

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

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

Union Township, Dickinson County, Kansas

The parties therefore covenant and agree as follows:

1. In consideration of the sum equal to for the year **2023 3.510 mils, 2024 3.50 mils, and 2025 3.510 mils**. First Party shall pursuant to applicable state laws furnish to Second Party fire protection services at any place within the boundaries of the area designated above. This agreement shall be for the calendar year of 2023, 2024, 2025. The sum agreed upon shall be paid upon the execution of this agreement or as soon thereafter as Second Party is receipt of the necessary tax monies.
2. It is understood and further mutually agreed by and between the parties that service provided for herein is subject to the availability of firefighting equipment, road and weather conditions, acts beyond the control of First Party, and acts of God. First Party agrees however, to make all reasonable effort to comply with provisions of this agreement.
3. It is further understood and mutually agreed by and between the parties that the duly appointed Fire Chief of the City of Herington shall have the authority in every case to determine as to whether or not the First Party can spare all or any portion of its fire equipment or firefighters at any particular time.

4. It is specifically understood by Second Party that Second Party does not nor shall not acquire any right, title, or interest in and to any equipment or vehicles now owned or hereinafter acquired by First Party under the terms of this agreement.
5. This agreement has been authorized by Ordinance No. 1186, duly passed by the Board of Commissioners of the City of Herington, Kansas on the 18th day of December, 1973.
6. Time is of the essence of this agreement and said agreement may be enforced in any court of competent jurisdiction.

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

PARTY OF THE FIRST PARTY
THE CITY OF HERINGTON, KANSAS

PARTY OF THE SECOND PARTY

By _____
Mayor

By _____
Title _____

ATTEST:

City Clerk

ATTEST:

By _____
Title _____

(SEAL)