

**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 1, 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 Meeting July 18, 2023  
ii. Minutes of the July 17 Budget Workshop  
iii. Minutes from the Special CVB Meeting May 1, 2023  
Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek Commissioner Gares, Mayor Bell
7. Motion to set the City Budget Hearing for August 22, 2023, at 6:00 PM in Conjunction with the RNR Hearing and notify the City Newspaper to publish notice of said hearing  
Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek Commissioner Gares, Mayor Bell
8. Consider Awarding bid to best bidder Olgoonik Construction for 77/56 Highway Utility Project Casey's in the amount of \$197,678.20  
Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek Commissioner Gares, Mayor Bell
9. Receive and File an update from Discs Unlimited on Disc Golf in Herington

10. Consider a Resolution to enter into MOU Agreement with Discs Unlimited on Potential New Lake Disc Golf Course

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek  
Commissioner Gares, Mayor Bell

11. Receive and File an update and proposed 2024 budget from the Herington CVB

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek  
Commissioner Gares, Mayor Bell

12. Consider a Resolution adopting an MOU Agreement with USD 487 on a School Resource Officer position

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek  
Commissioner Gares, Mayor Bell

13. Discussion on proposed Walking Trail on C-Street to USD 487

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner McDonald, Commissioner Castleberry, Commissioner Urbanek  
Commissioner Gares, Mayor Bell

14. Executive Session – I move that the Herington City Commission recess into Executive Session, pursuant to the consultation with an attorney on matters that would be deemed privileged in the attorney-client relationship exception K.S.A. 75-4319(b)(2) in order to discuss potential litigation to include the following:

- Governing Body
- City Manager
- Fire Chief
- City Attorney
- \_\_\_\_\_

15. City Manager Comments

16. Commissioner Comments

17. 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](mailto:cityoffice@cityofherington.com).

**Regular Meeting  
July 18, 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 Commissioner Dan McDonald, Commissioner Ben Castleberry (arrived late), Commissioner Debi Urbanek, Commissioner Eric Gares and Mayor Robbin Bell. Also in attendance were City Manager Thatcher Moddie, City Clerk Megan Lawrenz, Larry Mann, Carl Urbanek, Rhonda Rice, Janet Wade and Karen Soliz.

The meeting opened with the Pledge of Allegiance.

Mayor Bell called the meeting to order.

Public Forum – Janet Wade – Update on gravestone preservation workshop.

Additional Agenda Items – Change agenda item 10 to include action.

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

Consent Agenda – Commissioner McDonald made a motion to approve the following consent agenda items: Minutes of the Regular Meeting June 20, 2023, Minutes of the June 22 Budget Workshop, Minutes of the June 30 Budget Workshop, seconded by Commissioner Gares. Motion carried 4-0.

Resolution on distressed properties at 901 E. Arnold St. Lots 1, 19 and 23 – Commissioner Urbanek made a motion to approve a resolution in the next sequential order and authorize the mayor's signature in relation to 901 E Arnold St Lot 1, according to statutory requirements for distressed properties, seconded by Mayor Bell. Motion carried 4-0.

**RESOLUTION 980**

**A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS**

Commissioner Urbanek made a motion to approve a resolution in the next sequential order and authorize the mayor's signature in relation to 901 E Arnold St Lot 19, according to statutory requirements for distressed properties, seconded by Commissioner Gares. Motion carried 4-0.

**RESOLUTION 981**

**A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS**

Commissioner Urbanek made a motion to approve a resolution in the next sequential order and authorize the mayor's signature in relation to 901 E Arnold St Lot 1, according to statutory requirements for distressed properties, seconded by Commissioner Gares. Motion carried 5-0.

**RESOLUTION 982**

**A RESOLUTION OF THE CITY OF HERINGTON, KANSAS FIXING A TIME AND PLACE FOR SHOW CAUSE HEARING PURSUANT TO THE HERINGTON CITY CODE CHAPTER II, ARTICLE 3, SECTION 2-306 ET. SEQ. ADOPTED BY THE CITY OF HERINGTON, KANSAS**

Commissioner Urbanek made a motion to approve a resolution in the next sequential order and authorize the mayor's signature in relation to 901 E Arnold St Lot 1, according to statutory requirements for distressed properties, seconded by Commissioner Gares. Motion carried 5-0.

Update from Comprehensive Plan Sub Committee – The planning commission's next meeting is next Tuesday, and additional discussion on the way forward will be on the agenda. The sub working group consisting of Janet, Karen, Cynthia with the assistance of Rhonda have reviewed the draft version of the comprehensive plan. Janet Wade spoke about the progress of the current draft version of the comprehensive plan, and of expectations of what a final draft should look like.

Discussion and Action on a Resolution of intent to exceed the Revenue Neutral Rate for 2024, setting the date for the 2023 Proposed Budget Hearing and RNR Hearing for August 22, 2023, at 6:00 PM, and directing the City Manager and City Clerk to Notify the County Clerk of such intent.

### **RESOLUTION 983**

#### **A RESOLUTION OF THE CITY OF HERINGTON, KANSAS REGARDING THE GOVERNING BODY'S INTEND TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE**

Commissioner Urbanek made a motion to approve a resolution in the next sequential order to notify the county of the City of Herington's intent to exceed the Revenue Neutral Rate for 2024 and authorize the mayor's signature, seconded by Commission Castleberry. Motion carried 5-0 with all commissioners voting yes.

Commissioner Urbanek made a motion to approve the notice of intent, and authorize the mayor's signature, seconded by Commissioner Gares. Motion carried 5-0.

Discussion and Action of Bids for Casey's Utility Project – There was discussion on the bid opening for the Casey's project. Staff recommends waiting until the August 1, 2023, meeting to approve the bid. Mayor Bell made a motion to table this item until the next meeting, seconded by Commissioner Gares. Motion carried 4-0 with Commissioner Castleberry abstaining from the vote.

Discuss and Action on Voting Delegate for the 2023 LKM League Convention – Commissioner Urbanek made a motion to appoint Thatcher as the primary voting delegate, seconded by Commissioner Gares. Motion carried 5-0.

Mayor Bell made a motion to appoint Eric as the alternate delegate, seconded by Commissioner Castleberry. Motion carried 5-0.

City Manager Comments – The street department has been working on patching projects around town. Department updates will resume next month. The land swap is finalized, and staff will work to find out when everything will be removed from the property. Commission asked for the closing date. Per KDOT the last step for Big Blue is deeding over that small section of property back to Mr. Kossmann. Next month, staff would like to update the Commission on what land could be available for sale, and will update on a couple of properties that have been inquired about. Planning commission could be short on members soon.

Commissioner Comments

Commission McDonald- Nothing.

Commissioner Castleberry - Nothing.

Commissioner Urbanek – Asked for an update on the disc golf progress at the lake. Asked for an update on the bowling alley progress.

Commissioner Gares – Asked that Staff post more on social media.

Mayor Bell – Asked for an update on safe walks to school project. Asked for an update on the distressed property demolitions. Asked that the commissioner elects be invited to the budget hearing.

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

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Megan Lawrenz, City Clerk

DRAFT

**Budget Workshop**  
**July 17, 2023**  
**8:00 a.m.**

The Herington City Commissioners met in the Commission Chambers of City Hall on the above date and time. In attendance were Commissioner Dan McDonald, Commission Debi Urbanek, Commissioner Eric Gares and Mayor Bell. Also in attendance were City Manager Thatcher Moddie and City Clerk Megan Lawrenz.

The meeting opened with the pledge of allegiance.

Mayor Bell called the meeting to order.

Discussion was had on the 2024 Budget between the City Commissioners and City Staff.

Mayor Bell adjourned the meeting.

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Megan Lawrenz, City Clerk

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CVB Special Meeting 230501

Meeting called to order at 6:51pm

Present Amy (phone), Rhonda, Cynthia, Ken, Janet, Marcus

Add to agenda: Public art, rails to trails, office space, new meeting time, website services, fair board

Ronda motion, Janet second, motion passed 6-0

Financial Report-3 debit cards issued, invoices sent to city-recvd check for full amount (\$7600). Public arts savings account \$5, requested records of deposits \$25 charge. Balance \$7214.47-\$5000.00 is trail arch grant. \$576.00 carryover to 2023 budget from 2022. 2023 budget working budget \$14,000. Motion Marcus, Ken second. Motion passed 6-0

EV Chargers-all installed, needs to be programmed (need address to put on map) and needs parking blocks. Janet researched signs for EV stations on Amazon. Discussed posting a sign on the highway, may need to contact KDOT. Discussed shelter, Costco has something we can order or we can cost share with the city for covered area. Consensus to order 1 green sign to put on post at EV station. Consensus to work with city to cost share on shelter.

Sign on 77-old sign is down, concrete has been poured (Friday), waiting for it to cure then put stone around it, then drill holes. Sign should be up in 2 weeks. Discussed lights on sign-hoping to reuse old lights. Stone veneer is extra \$3500, we budgeted only for \$6500.

Trail arch sign-can we get Oswald to start making it? Has city manager been talked to about where to put it? Main and C? At bridge? Because of grant, we really need to get it fabricated. \$4565 was quote, \$5000 grant.

City Hall Window Clings-Which pictures to use where? High school is not able to assist, no program to accomplish vectors. They have a photo selection from Janet and some they took of their own. Grant \$2000. Budgeted \$300 per window and \$500 total install. Actuals will be \$250 per window and \$1100 install. Janet will update at May regular meeting

Strategic Plan-Cynthia motion to accept plan as presented to be revisited yearly, Rhonda seconded. Motion passed 6-0

New Business

Sprint Grant-no news

Maps-person who did map for El Dorado recommended through Kansas travel, would take 3-4 months, collect all attraction websites, list of all points of interest to be made into a brochure, \$2520-\$3270 plus printing, charges by the hour. Tri county trading partnering-said they would think about it, but when Rhonda requested that the Chinese restaurant be put on, they didn't have time. They do not seem interested in partnering with CVB. Consensus to try to find space in our budget to hire her.

Kansas Travel Website-Rhonda working on, pages have been created for several attractions and businesses

Spring Night Out-?

Main Street Program: Rhonda and Janet are going Thursday and Friday to training on KS preservation and a full agenda of other items. Discussion on having a meeting with local businesses to create partnerships. Target early June. Try to set date at May meeting.

Meeting time and day: Wednesdays at 6pm, 6pm Broadway Station May 17<sup>th</sup>

New grant opportunities: Attraction grant? Lowes?

Public Art Dickinson County Arts Council has some money-discussion regarding getting decorative trains. Consensus to get 1 train.

Rails to Trails-Trail Day-1<sup>st</sup> Saturday in June National Trails Day. Discussion regarding program to get people on the trail. Clean up day? Scavenger Hunt? Kids bikes? Dickenson County EMS?

Office Space-Agridime purchased old chamber office. Willing to rent to CVB for nominal fee possibly. Consensus that we are interested.

Website services: Janet discussed a company that would work on a website and services. Company provides tools that are easy to use for small towns. They work with a lot of chambers, CVBs, and main street programs. Businesses would have a little page on there with no additional cost. Would provide a small website for local businesses that don't have one that would link to KS Travel. Templates for newsletters, email lists, venues, payments and reservations, blog. Keyed into Google including reviews.



Create flyers. \$1500. Subscription \$785/year for the first two years then \$1300 after that. Could choose smaller launching for \$600. KS Main street program is holding workshops across the state regarding this service.

Fair Board: Bleacher boards and paint for the bleachers are needed. \$2500-\$10,000. We already gave them \$1500 for general sponsorship. We will discuss further at May's regular meeting.

Travel guide for Wandermore will be in Herington on Thursday. He will be taking photos. Marcus will meet with him.

Booth at All School Reunion? Janet has banners for All School Reunion.

Mainstreet Monday is next Monday May 8-topic is design.

Motion to adjourn Marcus, second Janet 9:27pm. Motion carried 6-0

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**BID TABULATION**

**Project Description:**

Casey's Convenience Store Utilities

Bid Date: 7-11-2023, 10:00 AM

**City of Herington, Kansas**

SMH File: 2208-0318



**CASEY'S CONVENIENCE STORE UTILITIES**

Engineer's Estimate - SMH Consultants 2017 Vanesta Place, Suite 110 Manhattan, KS 66503 785-776-0541 Contact: Todd Anderson <a href="mailto:tanderson@smhconsultants.com">tanderson@smhconsultants.com</a>						Olgoonik Enterprises, LLC 1861A H Street Fort Riley, KS 66442 785-784-8444 Brian Peterson <a href="mailto:bpeterson@olgoonik.com">bpeterson@olgoonik.com</a>		Larson Construction 2616 Eureka Terrace Manhattan, KS 66503 785-537-0160 Bob Rogers <a href="mailto:bob@larcoinc.biz">bob@larcoinc.biz</a>		Middlecreek Corporation PO Box 136 Peabody, KS 66866 620-983-2371 Shallom Vancuren <a href="mailto:office@middlecreekcorp.com">office@middlecreekcorp.com</a>		Nowak Construction Co., Inc. 200 S Goddard Road Goddard, KS 67052 316-794-8898 Joseph Nowak <a href="mailto:greg@nowakconstruction.com">greg@nowakconstruction.com</a>	
No.	Item	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$33,500.00	\$33,500.00	\$7,230.00	\$7,230.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
2	Construction Staking	1	LS	\$4,800.00	\$4,800.00	\$4,320.00	\$4,320.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00
3	Seeding	1	LS	\$4,500.00	\$4,500.00	\$1,200.00	\$1,200.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$4,150.00	\$4,150.00
Water Line Construction													
4	Water Line (4" PVC)	635	LF	\$53.00	\$33,655.00	\$46.20	\$29,337.00	\$40.00	\$25,400.00	\$40.00	\$25,400.00	\$68.00	\$43,180.00
5	Bore and Encase (6" PVC)	140	LF	\$120.00	\$16,800.00	\$48.50	\$6,790.00	\$120.00	\$16,800.00	\$240.00	\$33,600.00	\$168.00	\$23,520.00
6	Bore and Encase Service Line (3" PVC)	260	LF	\$90.00	\$23,400.00	\$18.10	\$4,706.00	\$60.00	\$15,600.00	\$220.00	\$57,200.00	\$88.00	\$22,880.00
7	Service Line (1" HDPE)	450	LF	\$36.00	\$16,200.00	\$24.70	\$11,115.00	\$30.00	\$13,500.00	\$51.00	\$22,950.00	\$42.00	\$18,900.00
8	Gate Valve (4")	1	Each	\$2,900.00	\$2,900.00	\$1,110.00	\$1,110.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,050.00	\$2,050.00
9	Fire Hydrant Assembly	1	Each	\$6,800.00	\$6,800.00	\$4,160.00	\$4,160.00	\$7,000.00	\$7,000.00	\$8,100.00	\$8,100.00	\$6,200.00	\$6,200.00
10	4" x 4" Tee (Ductile Iron)	2	Each	\$1,500.00	\$3,000.00	\$320.00	\$640.00	\$2,000.00	\$4,000.00	\$490.00	\$980.00	\$918.00	\$1,836.00
11	Relocate and Reset Water Meter	1	Each	\$8,000.00	\$8,000.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$700.00	\$700.00	\$7,350.00	\$7,350.00
12	Remove and Replace Asphalt Surfacing	12	SY	\$65.00	\$780.00	\$215.00	\$2,580.00	\$200.00	\$2,400.00	\$180.00	\$2,160.00	\$136.00	\$1,632.00
Pump Station and Force Main													
13	Pump Station (Complete)	1	LS	\$98,500.00	\$98,500.00	\$98,600.00	\$98,600.00	\$139,000.00	\$139,000.00	\$84,000.00	\$84,000.00	\$146,650.00	\$146,650.00
14	2" PVC Force Main	469.5	LF	\$45.00	\$21,127.50	\$37.60	\$17,653.20	\$30.00	\$14,085.00	\$30.00	\$14,085.00	\$46.00	\$21,597.00
15	Bore and Encase (4"PVC)	230	LF	\$110.00	\$25,300.00	\$28.90	\$6,647.00	\$80.00	\$18,400.00	\$230.00	\$52,900.00	\$146.00	\$33,580.00
16	Connect to Existing Manhole	1	LS	\$2,000.00	\$2,000.00	\$840.00	\$840.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,450.00	\$1,450.00
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>					<b>\$301,262.50</b>		<b>\$197,678.20</b>		<b>\$285,685.00</b>		<b>\$321,675.00</b>		<b>\$369,775.00</b>
<b>Proposed Starting Date</b>							Oct. 10, 2023		Oct. 1, 2023		Aug. 1, 2023		Sept. 1, 2023
<b>Proposed Number of Working Days</b>							20		75		60		90

Note: The Nowak Construction bid contained an error in the total. The submitted bid indicated a Total of \$369,875 and this was the amount read at bid opening. The amount shown above reflects the corrected total.

# PROPOSAL

Date: 11 July, 2023

Project Name: Casey's Convenience Store Utilities  
Herington, Kansas

- A. Proposal of Olgoonik Enterprises (hereinafter called "BIDDER") to the City of Herington, Kansas (hereinafter called "OWNER").
- B. The BIDDER, in compliance with the Invitation to Bid for the **Casey's Convenience Store Utilities**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the execution of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, and supplies, and services to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
- C. The bidder hereby agrees that if the bidder's proposal is accepted and a Contract is awarded, the bidder shall execute the Contract agreement. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal Contract Agreement, enclosed therewith within fourteen (14) **calendar days** and deliver the specified and other required documents.
- D. The undersigned hereby acknowledges receipt of the following addendum(s):

Addendum No.: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

- E. Bidder agrees to perform all obligations under this Contract for the following proposed amount. If this is a unit price Contract, the proposed amount is based on the unit prices proposed below.
- F. Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.
- G. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.
- H. **THE PROPOSED STARTING DATE AND WORKING DAYS ASSIGNED TO THIS PROJECT WILL BE A LARGE PART OF THE PROPOSED BID AND AWARDING OF THE CONTRACT.**

**BID FORM**  
Casey's Convenience Store Utilities

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$7,230.00	\$7,230.00
2	Construction Staking	1	LS	\$4,320.00	\$4,320.00
3	Seeding	1	LS	\$1,200.00	\$1,200.00

**Quantities – Water Line Construction**

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
4	Water Line (4" PVC)	635	LF	\$46.20	\$29,337.00
5	Bore and Encase (6" PVC)	140	LF	\$48.50	\$6,790.00
6	Bore and Encase Service Line (3" PVC)	260	LF	\$18.10	\$4,706.00
7	Service Line (1" HDPE)	450	LF	\$24.70	\$11,115.00
8	Gate Valve (4")	1	Each	\$1,110.00	\$1,110.00
9	Fire Hydrant Assembly	1	Each	\$4,160.00	\$4,160.00
10	4" x 4" Tee (Ductile Iron)	2	Each	\$320.00	\$640.00
11	Relocate and Reset Water Meter	1	Each	\$750.00	\$750.00
12	Remove and Replace Asphalt Surfacing	12	SY	\$215.00	\$2,580.00

**Quantities – Pump Station and Force Main**

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
13	Pump Station (Complete)	1	LS	\$98,600.00	\$98,600.00
14	2" PVC Force Main	469.5	LF	\$37.60	\$17,653.20
15	Bore and Encase (4" PVC)	230	LF	\$28.90	\$6,647.00
16	Connect to Existing Manhole	1	LS	\$840.00	\$840.00

**TOTAL (Item No. 1-16) \$197,678.20**

Proposed Starting Date: October 10, 2023

Proposed Number of Working Days: 20 (twenty)

Dated this 11<sup>th</sup> day of July, 2023

Bidder: Olgonik Enterprises LLC By: Brian Peterson

Title Program Manager Signature: [Signature]

**CERTIFICATION:**

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON July 11, 2023 (DATE).

DRAFT

Respectfully submitted,

Date: 7/11/23

Bidder: [Signature]

By: Brian Peterson  
(Type or Print Name)

Title: Program Manager

(SEAL – IF BID IS BY

A CORPORATION)

1861A H Street, Fort Riley, KS  
(Business Address)

Email: bpeterson@olgonik.com

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Olgoonik Enterprises, LLC  
1861A H. Street  
Fort Riley, KS 66442

**SURETY (Name, and Address of Principal Place of Business):**

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

**OWNER (Name and Address):**

City of Herington  
17 N. Broadway  
Herington, KS 67449

**BID**

Bid Due Date: July 11, 2023  
Description (Project Name— Include Location):  
Casey's Convenience Store Utilities 2208-0318, Herington, KS

**BOND**

Bond Number: Bid  
Date: July 11, 2023  
Penal sum Five Percent (5%) of Bid Amount (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Olgoonik Enterprises, LLC (Seal)  
Bidder's Name and Corporate Seal

By:

Brian Peterson  
Signature

Brian Peterson  
Print Name

Program Manager  
Title

Attest:

[Signature]  
Signature

Project manager  
Title

**SURETY**

U.S. Specialty Insurance Company (Seal)  
Surety's Name and Corporate Seal

By:

Cynthia L. Jay  
Signature (Attach Power of Attorney)

Cynthia L. Jay  
Print Name

Attorney-in-Fact  
Title

Attest:

Roseann Thompson  
Signature Roseann Thompson Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for Issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Christopher Kinyon, Jamie L. Marques, Cynthia L. Jay, Diane M. Harding, Carley Espiritu, Annelies M. Richie, Aliceon A. Keltner, Brandon K. Bush, Sherri W. Hill, Holli Albers, Eric A. Zimmerman, Jacob T. Haddock, Katharine J. Snider, Lindsey Elaine Jorgensen, Alyssa J. Lopez, Alexa Manley, Justin Dean Price, Julie R. Truitt, or Amelia G. Burrill

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* UNLIMITED \*\*\*\*\* Dollars (**\*\*\*UNLIMITED\*\*\***). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11<sup>th</sup> day of July, 2023.

Corporate Seals  
Bond No. Bid  
Agency No. 8301 - PDF POA



  
Kio Lo, Assistant Secretary



### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Olgoonik Enterprises, LLC  
1861A H. Street.  
Fort Riley, KS 66442

**SURETY (Name, and Address of Principal Place of Business):**

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

**OWNER (Name and Address):**

City of Herington  
17 N. Broadway  
Herington, KS 67449

**BID**

Bid Due Date: July 11, 2023

Description (Project Name— Include Location):

Casey's Convenience Store Utilities 2208-0318, Herington, KS

**BOND**

Bond Number: Bid

Date: July 11, 2023

Penal sum Five Percent (5%) of Bid Amount

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Olgoonik Enterprises, LLC

(Seal)

Bidder's Name and Corporate Seal

By:

*Brian Peterson*

Signature

*Brian Peterson*

Print Name

*Program Manager*

Title

Attest:

*[Signature]*

Signature

*Project Manager*

Title

**SURETY**

U.S. Specialty Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

*Cynthia L. Jay*

Signature (Attach Power of Attorney)

Cynthia L. Jay

Print Name

Attorney-in-Fact

Title

Attest:

*Roseann Thompson*

Signature Roseann Thompson

Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for Issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
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9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Christopher Kinyon, Jamie L. Marques, Cynthia L. Jay, Diane M. Harding, Carley Espiritu, Annelles M. Richie, Aliceon A. Keltner, Brandon K. Bush, Sherri W. Hill, Holli Albers, Eric A. Zimmerman, Jacob T. Haddock, Katharine J. Snider,

Lindsey Elaine Jorgensen, Alyssa J. Lopez, Alexa Manley, Justin Dean Price, Julie R. Truitt, or Amelia G. Burrill

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* UNLIMITED \*\*\*\*\* Dollars (**\*\*\*UNLIMITED\*\*\***). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



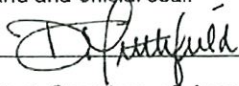
By:   
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11<sup>th</sup> day of July, 2023.

Corporate Seals  
Bond No. Bid  
Agency No. 8301 - PDF POA



  
Kio Lo, Assistant Secretary

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**Casey's Convenience Store Utilities  
City of Herington**

**Past Performance**

Submitted By:  
Brian Peterson, Program Manager  
[bpeterson@olgoonik.com](mailto:bpeterson@olgoonik.com)  
Office: (785) 784-8444 Cell: (785) 226-4334  
Olgoonik Enterprises, LLC  
1861A H St  
Fort Riley, KS 66442

DRAFT

## **Project 1**

### **Repair Sanitary Sewer, Cadet Area 5**

Scope: project included replacement of approximately 5,900 lf of sanitary sewer mainline between the Cadet Area athletic fields and the cemetery at the US Air Force Academy. New precast manholes were set at various intervals. Bypass pumping was utilized to make connections to existing sewer manholes at each end of the project to minimize disruption to the facility occupants. Ancillary work included landscape restoration, directional drilling, asphalt repairs and storm water management throughout.

Reference: Darryl “Chip” Scott, Construction Inspector, 719-329-8410, [darryl.scott.2.ctr@us.af.mil](mailto:darryl.scott.2.ctr@us.af.mil)

## **Project 2**

### **Repair Santa Fe Water Line**

Scope: Project included repair by replacement of 2500 LF of 4”, 6”, 8” and 12” water main for the city of Fountain, CO. Additionally 27 gate valves were installed and 26 service connections were made to the new main. Project was completed with minimal disturbance to the occupants of the service connections. Ancillary work included concrete repair, asphalt repairs and landscape restoration. Trench boxes and barricades were used to safe of workers and the general public.

Reference: Taylor Murphy, Water Resource Engineer, 719-322-2071, [tmurphy2@fountaincolorado.org](mailto:tmurphy2@fountaincolorado.org).

## **Project 3**

### **Repair Oil Water Separators, Air Force Academy**

Scope: Project included repair by replacement of 6 oil water separators at the US Air Force Academy. Old oil water separators were removed and replaced with 500 gallon precast units. Piping was installed to connect the new units to the existing utilities. Ancillary work included landscape repair, fencing R&R, asphalt patching, and concrete replacement. Proper shoring and barricades were utilized to maintain safety during construction for workers and public.

Reference: Darryl “Chip” Scott, Construction Inspector, 719-329-8410, [darryl.scott.2.ctr@us.af.mil](mailto:darryl.scott.2.ctr@us.af.mil)

## **Project 4**

### **Emergency Sewer Repairs, Air Force Academy**

Scope: (2) separate emergency sewer repairs were completed at the US Air Force Academy to repair collapsed sewer mains. One repair was made to sewer lateral at a depth of approximately 28ft. Old sewer line was removed and new piping installed to replace damaged pipe. Second sewer repair included the replacement of collapsed 10” main line. Sewage spill from collapsed pipe was contained and removed utilizing vacuum trucks and hauled to local waste water treatment plant for proper disposal. Bypass pumping was utilized to keep facilities on line during repair. On both occasions Olgoonik responded to repair request immediately and repairs were completed in a timely manner with minimal disruption to client.

Reference: Raymond Johnson, Operations and Maintenance Manager, 719-333-2202,

[raymond.johnson.41.ctr@us.af.mil](mailto:raymond.johnson.41.ctr@us.af.mil).

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## **Project 5**

### **Replace Sanitary Sewer B88315, Fort Riley**

Scope: Removal/abandonment and replacement of a sanitary sewer system that had met its useful life cycle. Project encountered multiple differing site conditions which required Olgoonik to create cost-effective and time-effective solutions. Olgoonik worked closely with the client to ensure all parties understood and agreed to the planned course of action prior to proceeding. Examples of the field changes were: 1) installing a drop manhole as opposed to lowering a section of waterline, 2) relocating a planned manhole location in order to avoid a live sewer line and prevent having to purchase an additional manhole, and 3) adjusting building service locations in order to minimize impact to the building occupants.

Reference: Mason Armstrong, Capital Project Coordinator , 785-210-5207, [Mason.Armstrong@asusinc.com](mailto:Mason.Armstrong@asusinc.com)

## **Project 6**

### **Lift Station SP888 Replacement, Fort Riley**

Scope: Removal/abandonment of wet well, force main, sanitary manholes and gravity sewer that had met its useful life cycle. Project required boring approximately 280' of 4" force main under a waterway and existing parking lot and roadway while avoiding existing utilities. Project also required installation of a new packaged lift station and associated electrical service, new 19' deep wet well, two new manholes about 10' deep, 8" gravity main, and open cut installation of 450' of 4" force main. Olgoonik was able to provide value engineering changes which decreased project duration and eliminated undesirable additional fittings in the force main.

Reference: Mason Armstrong, Capital Project Coordinator , 785-210-5207, [Mason.Armstrong@asusinc.com](mailto:Mason.Armstrong@asusinc.com)

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF HERINGTON AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH DISCS UNLIMITED, INC. REGARDING THE CREATION OF DISC GOLF COURSES IN THE VICINITY OF THE CITY LAKE.**

**WHEREAS**, Discs Unlimited, Inc. (“Discs Unlimited”) is interested in promoting disc golf as an outdoor recreation and fitness activity; and

**WHEREAS**, the City seeks to partner with Discs Unlimited Golf to develop disc golf courses on City property at the Herington City Lake (New Lake); and

**WHEREAS**, Discs Unlimited desires to develop and maintain safe, sustainable and environmentally sound disc golf courses for golfers of all ability levels at the Herington City Lake; and

**WHEREAS**, Discs Unlimited and the City of Herington Parks developed the attached Memorandum of Understanding which defines the responsibilities of each party in regards to disc golf course design and maintenance; and

**WHEREAS**, Discs Unlimited will provide annual updates yearly on their disc golf activities to the City through the City Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF HERINGTON, KANSAS**, as follows:

**Section 1:** The Mayor is hereby authorized to execute, on behalf of the City of Herington, the Memorandum of Understanding attached hereto and incorporated herein as **Exhibit A** accepting the responsibilities of each party regarding design and maintenance of disc golf courses in the Herington City Lake

**Section 2.** It is the intention of the Mayor and Commission of the City of Herington that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** It is further the intention of the Mayor and Commission of the City of Herington that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Kansas or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Commission of the City of Herington held on this 1<sup>st</sup> day of August, 2023 and is to become effective immediately upon adoption.

s/Robbin Bell  
Robbin Bell, Mayor

ATTEST:

s/ Megan Lawrenz  
Megan Lawrenz, City Clerk

DRAFT



**MEMORANDUM OF UNDERSTANDING**  
**between the City of Herington, Kansas and Discs**  
**Unlimited Golf, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** is executed in duplicate, effective this 1 day of \_\_\_\_\_ and \_\_\_\_\_ between the City of Herington, hereinafter called "City", and Discs Unlimited, Inc., hereinafter called "DU".

**WHEREAS**, the City and DU are interested in promoting disc golf as an outdoor recreation and fitness activity and in developing and maintaining a safe course for all ability levels at the Herington City Lake.

**WHEREAS**, DU encourages, welcomes, and promotes the use of disc golf courses by other user groups, including but not necessarily limited to mountain bikers, hikers, fishermen, naturalists and joggers, and asks the City allow DU to design, build and maintain the courses for use by the general public.

**WHEREAS**, the purpose of this Memorandum of Understanding is to state the terms and conditions under which DU will provide services, including the design of technical disc golf courses, features for the refurbishment and maintenance of paths in the disc golf courses, design and construction of any future pin (basket) placements, installation, course maintenance, and special event activities, which DU has agreed to provide as a service to the City, establish the responsibilities and conditions under which volunteer service will be provided, and to delineate the responsibilities of the City.

**NOW, THEREFORE**, in consideration of the mutual understanding and agreements contained herein, the parties covenant and agree as follows:

- I. The recitals set forth hereinabove are incorporated into this Memorandum of Understanding as if such recitals were specifically set forth herein.
- II. Discs Unlimited shall endeavor to raise funds to:
  - a. Provide equipment related to Disc Golf such as Golf Baskets, Kiosks, signage, course maps and other related equipment. Tee boxes will be added later and private or public sponsorship may be requested.
  - b. Provide technical support to the City in determining the design of technical and trail features located within the disc golf course at the Herington City Lake and any future trails created for use in the disc golf course locations, consistent with the current landscape of the park. DU shall submit design plans to the City for approval, showing existing conditions drawings and proposed improvements plan drawings. At a minimum, the plans shall show walking paths and above ground features such as trees, tee pads, signs, landscaping, utilities, topography, limits of disturbance, rights-of-ways and easements.
  - c. Provide design plans to the City of Herington staff for review and recommendation for approval, and provide design plans for final approval by the City.
  - d. Assure all individuals assigned to work under this Memorandum of Understanding in the Herington City Lake are volunteers. Volunteers are not employees, agents or individual volunteers of the City.
  - e. Provide and supervise volunteers in the use and construction of approved equipment. Design technical features and alignment changes that conform to Professional Disc Golf Association (PDGA) guidelines and City approval. Train and supervise volunteers in appropriate construction techniques in accordance with PDGA guidelines.

- f. Identify and maintain a current contact list of DU and City primary contacts for the purposes of initial design approval, ongoing maintenance, or course related questions:
  - i. Dennis Vahsholtz: [<dennisvahsholtz@sbcglobal.net>](mailto:dennisvahsholtz@sbcglobal.net)
- g. Coordinate work schedules and on-site public notifications, when needed, with the City Parks Supervisor.
- h. Provide volunteers to inspect and maintain the course. Ensure that all such volunteers have received training in course inspection and maintenance responsibilities. DU volunteers are authorized to sculpt and/or remove downed trees found on the course topography and to perform routine maintenance activities. In the event that DU is unable to safely and promptly address an identified issue that may create an unsafe situation, the DU volunteer should notify the City Parks Supervisor.
- i. DU shall notify the designated City Parks Supervisor when there are fallen trees that an DU volunteer feels he/she cannot safely remove from the disc golf course, either due to size or unsafe conditions. City crews will be responsible for clearing such trees if clearing or removal is feasible.
- J. Prior to making any course alignment changes, submit recommendations to the City Parks Supervisor for changes that may be contemplated by DU in carrying out the volunteer duties as outlined in this Memorandum of Understanding. Any planned reroute that brings a disc golf hole closer to a wetland may require additional approvals. Changes that do not need City Park Supervisor approval are course re-routings within 50 feet of the existing course that do not impact wetland areas or tree removal.
- k. After initial installation, prior to making any significant course changes, changes should be approved by the City of Herington.
- I. Recommend to the City of Herington, then with approval of the Parks Director, the purchase and installation of signage. Signage plans shall include the type, location and language for course directional, cautionary and informational signs. Signs shall notify the public about the operation of the course, any warnings or hazards, and that the course is for use between sunrise and sunset unless special exception is granted by the City.

### III. The City shall:

- a. Assist with the initial clearing of brush, grasses, designated trees, weeds and other blockages in the proposed area.
- b. Maintain the course through mowing, weed mitigation, tree removal, brush clearing and overall general maintenance. City will provide equipment and manpower to help clear fairways North of the City Dam.
- c. Provide some parking stalls, including maintaining gravel spaces near the area.
- d. City shall provide overflow parking coordination for disc golf events and volunteer days.
- e. Assign the Parks Director or a staff member designated by the City Manager as the City primary contact for design and initial installation.
- f. Assign a City Staff member as the City primary contact for maintenance.
- g. Review the design and implementation plans for all agreed to volunteer activities in a timely manner.
- h. Encourage City police officers to patrol the course.
- i. Review and approve recommended technical features design, construction schedules, and any course maintenance schedules.
- j. Allow the display of a message about the DU organization and event opportunities in a manner approved by the City at a location approved by the Parks Supervisor.
- k. Authorize DU to have an information kiosk at course entrances for the purposes of providing information about DU memberships and disc golf events, as approved and coordinated with the Parks Supervisor. informational displays may also be approved for City permitted disc golf events.
- l. Authorize DU to hold tournaments at the course periodically, when approved and coordinated with the Parks Supervisor.
- m. Recognize the Disc Golf Course as an asset of the City park system and protect it accordingly.
- n. Obtain all necessary approvals from the appropriate agencies, including but not limited to the Department of Wildlife.

- IV. This Memorandum of Understanding shall be in effect upon execution by both the City and DU. It may only be modified by mutual agreement in writing signed by both parties and shall continue in force until terminated by either party in writing, upon delivery of written notice. No provision of this Memorandum of Understanding shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

- V. Nothing in this Memorandum of Understanding shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has the authority to make any statements, representations, nor commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- VI. All course improvements and equipment, including baskets, pads, signage, and similar improvements as well as materials, including records, data, and other information acquired, developed, or documented under this Memorandum of Understanding shall be the property of the originating party, unless otherwise mutually agreed upon in writing by both parties. DU will make the information available to the City when requested.
- VII. It is agreed by both parties that this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- VIII. It is further agreed by both parties that the City of Herington Commission shall receive an annual report on the activities of the Disc Golf Course.
- IX. It is further agreed that, should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Kansas, or the federal government, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns, and successors.

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

**City of Herington, Kansas**  
17 N Broadway,  
Herington, KS 67449

DRAFT

**Discs Unlimited, Inc.**  
7 N 1st Street  
Herington, KS 67449

Visit Herington CVB	2022 Actual	2023 Budget	Current July 2023	2024 Request
<b>Work Sheet 7/27/2023</b>				
Bed Tax Distribution Budget	\$ 11,000	\$ 17,000	\$ 17,000	\$ 18,000
Prior Year Bed Tax	\$ 6,000			
Carryover / Reserves	\$ 2,850		\$ 565	\$ 65
<b>Total Available</b>	<b>\$ 19,850</b>	<b>\$ 17,000</b>	<b>\$ 17,565</b>	<b>\$ 18,065</b>
Event Support to Others	\$ 5,200	\$ 4,500	\$ 2,500	\$ 2,000
Events - Includes Insurance	\$ 1,550	\$ 2,500	\$ 2,000	\$ 2,500
Attraction/Infrastructure Development*	\$ 2,400	\$ 3,000	\$ 2,500	\$ 3,400
Image		\$ 500	\$ 500	\$ 500
Signage**	\$ 9,025	\$ 4,500	\$ 4,500	\$ 4,250
Promotions (Incl Website)	\$ 1,000	\$ 1,500	\$ 4,300	\$ 4,200
Admin / Supplies	\$ 110	\$ 100	\$ 150	\$ 165
Professional Development	\$ -	\$ 400	\$ 1,000	\$ 1,000
Memberships ***	\$ -	\$ -	\$ 50	\$ 50
<b>Total</b>	<b>\$ 19,285</b>	<b>\$ 17,000</b>	<b>\$ 17,500</b>	<b>\$ 18,065</b>
Balance to Carryover	\$ 565		\$ 65	

\* EV Charging Station

\*\* 2022 - Lighting S Welcome Sign, Hwy 77/56 Business Sign Installation, Hwy 77 Stone Sign Installation

\*\* 2023 - Stonefacing on Hwy 77 Stone Sign Base

\*\*\* 2021 Chamber of Commerce

*Values have been rounded for simplicity*

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF HERINGTON AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH USD 487, INC. REGARDING THE AGREEMENT FOR IMPLEMENTATION OF A SCHOOL RESOURCE OFFICER.**

**WHEREAS**, the City of Herington agrees to provide the USD 487 School District an SRO Program in the School District; and

**WHEREAS**, the SRO shall be an employee of the City of Herington Police Department; and

**WHEREAS**, the school district and the city desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the district;

**WHEREAS**, USD 487 and the City of Herington will provide annual reviews of the SRO Agreement on a yearly basis and provide a report to the School Board and City Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF HERINGTON, KANSAS**, as follows:

**Section 1:** The Mayor is hereby authorized to execute, on behalf of the City of Herington, the Memorandum of Understanding attached hereto and incorporated herein as **Exhibit A** accepting the responsibilities of each party regarding the implementation and execution of a School Resource Officer

**Section 2.** It is the intention of the Mayor and Commission of the City of Herington that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** It is further the intention of the Mayor and Commission of the City of Herington that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Kansas or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Commission of the City of Herington held on this 1<sup>st</sup> day of August, 2023 and is to become effective immediately upon adoption.

s/Robbin Bell

Robbin Bell, Mayor

ATTEST:

s/ Megan Lawrenz

Megan Lawrenz, City Clerk

DRAFT



**Memorandum of Understanding**

**Between**

**USD 487 Herington School District**

**And the**

**City of Herington/Herington Police Department**

**REGARDING THE SCHOOL RESOURCE OFFICER AGREEMENT**

**DRAFT**

The Mission of the Herington School Resource Officer (SRO) is to lessen crime in the school, develop a rapport between students and law enforcement, and to ensure that all children are given the opportunity to become lifelong learners. Therefore, this agreement is entered into, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the USD 487 School District and the City of Herington, Kansas as follows:

Witnesseth:

WHEREAS, the City of Herington agrees to provide the USD 487 School District an SRO Program in the School District; and

WHEREAS, the SRO shall be an employee of the City of Herington Police Department; and

WHEREAS, the school district and the city desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the district;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**GOALS AND OBJECTIVES**

Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.

Maintain a safe and secure school environment on all school campuses which will be conducive to learning.

Promote positive attitudes regarding the police role in society.

**COST:**

2023/2024 school years, the SRO for USD 487 will be funded by a combination of the City of Herington and USD 487. USD 487 agrees to reimburse the City of Herington or purchase necessary items for training as it pertains to the SRO position and supplies for on-campus teaching. A detailed invoice or receipt for items initially covered by the Herington Police Department will be provided to USD 487 for their records and proper documentation for reimbursement. The Herington Police Department agrees to pay the Officer salary and the cost of any necessary Police gear.

**EMPLOYMENT OF SRO:**

The city will hire the SRO and provide the SRO with the appropriate training, submit reports as necessary, and supervise the SRO in partnership with the USD 487 School District.

The SRO shall be an employee of the police department and shall be subject to the administration, supervision, and control of the police department.

The SRO shall be subject to all personnel policies and practices of the police department except as such policies or practices may be modified by the terms and conditions of this agreement.

The police department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO's.

One SRO shall be assigned to the USD 487 School District to cover the elementary, middle, and high school, and will adhere to all applicable USD 487 policies and procedures. (A secondary Officer may be formally trained as an SRO to supplement the needs of USD 487 in the absence of the primary SRO due to scheduling)

When performing job duties at the school, the SRO will report to the school administration. If the school feels the SRO is not performing satisfactorily for any reason the superintendent will communicate the issue to the Chief of Police (or their designee) for review and/or discipline if deemed necessary.

**DUTY HOURS**

SRO duty hours will be determined by the City of Herington and the USD 487 School District. Whenever possible, it is the intent of the parties that the SRO hours shall conform to the school day.

It is understood and agreed to that time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this agreement and authorized for pay accordingly.

In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the police department.

**TERMS OF AGREEMENT**



The initial term of this agreement is for the 2023/2024 school year. Should either party want to terminate after the 2023/2024 school year, the terminating party shall notify the other party in writing within (90) days notice of their desire to cancel the agreement. This agreement shall be reviewed on a yearly basis to ensure a new agreement is entered into by August 1<sup>st</sup> of each year, and to ensure that both parties are prepared for the school year. Both parties will complete a yearly review of the program at the end of the school year to assess the effectiveness of the program and identify areas of needed improvement. This review will be completed within 2 weeks of the last scheduled day of the school year. In the event the Herington Police Department or USD 487 dissolve as an entity for any reason this agreement will be null and void immediately upon dissolution.

## **DUTIES OF THE SRO**

The SRO's duties will include, but not limited to, the following:

To be a visible, active law enforcement figure on campus dealing with law enforcement matters.

To provide a classroom resource for law enforcement education using approved materials.

To be a resource for students and provide a law enforcement figure in the students' environment.

To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug, and alcohol abuse.

To document SRO activities on campus as necessary.

The SRO will NOT be involved with ordinary school discipline. District principals and the SRO agree that the SRO's assistance is needed to maintain a safe and secure school environment.

If a district principal believes that in a given situation or incident there is a possible law violation, the principal will request the SRO to investigate and determine if a crime has been committed.

It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the police department or other agencies involving students on campus served by an SRO will be provided to the SRO.

All local law enforcement and state agencies requesting police interviews, interrogations, and arrests of any students shall be referred to the SRO if possible, prior to Police contact with the students.

The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance with dependency and delinquency prone youths and their families. Referrals will be made as necessary.

It will be the responsibility of the SRO to report and handle all crimes originating on campus when possible. In the event the SRO is unavailable to handle a call involving students, the responding Officer shall provide all information to the SRO as soon as practical.

The SRO will coordinate all of his/her activities with the district principals and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs in the school.

The SRO is first and foremost a law enforcement officer. This fact must constantly be reinforced.

The SRO will wear an approved department uniform, formal business attire, or business casual with appropriate logos and name badges depending on the time of school year, or the type of activity or program the SRO is participating in.

The Chief of Police and the district principals/superintendent shall jointly set expectations and resolve any disputes in this area.

The SRO will wear their department authorized duty weapons in accordance with department policy.

### **CHAIN OF COMMAND**

As an employee of the Herington Police Department, the SRO will be subject to the chain of command within the police department.

In the performance of his/her duties, the SRO shall coordinate and communicate with the superintendent, principal, or the principal's designee of all schools within USD 487 and follow applicable policies and procedures.

### **TRANSPORTING STUDENTS**

The SRO shall not transport students in police department vehicles except:

When the students are victims of a crime, under arrest, or some other emergency circumstances exist:

The SRO shall notify school personnel upon removing a student from campus prior to removing them unless an emergency exists.

### **ACCESS TO EDUCATION RECORDS**

School officials shall allow the SRO to inspect and copy any demographic records maintained by the school to the extent allowed by law, only for official reasons.

If some information in a student's record is needed in an emergency to protect the health or safety of other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

**COMMUNITY POLICING**

The police department and the district will cooperate on other crime prevention programs as they see fit.

The City of Herington assumes all responsibility to provide liability insurance as it relates to SRO duties, and all other benefits provided to full-time city employees.

Herington Unified School District 487:

BY: \_\_\_\_\_

President, BOE

ATTESTED BY:

DRAFT

\_\_\_\_\_  
Superintendent

APPROVED:

\_\_\_\_\_

Board Attorney

CITY OF HERINGTON:

BY: \_\_\_\_\_

Chief of Police

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

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