

**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  
April 21, 2026  
6:00 p.m.**

1. Pledge of Allegiance
2. Call to Order
3. Approval of Agenda  
Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares
4. Public Forum
5. Consent Agenda
  - a. April 7, 2026, Regular City Commission Meeting Minutes
  - b. Temporary Waiver for Consumption on Public Property – Broadway Station for Event on May 9, 2026, 3:00-12:00 a.m.Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares
6. Proclamations and Announcements
  - a. Street Dance May 9<sup>th</sup> from 3:00pm to 12:00am.
7. Department Head Updates
  - a. Fire Department
  - b. Code Department
8. Discussion with Jared Garetson on Proposed Business at Herington Regional Airport
9. Herington Hospital Proposal
10. Herington Housing Authority Presentation – Rhonda Rice
11. Initial Discussion on Installation of a Columbarium at the Sunset Hill Cemetery
12. Discussion and Action on Proposed Real Estate Sale of Approximately 1.7 Acres Located in the East Half of Section 16, Township 16 South, Range 04 for \$2,500

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares

13. Discuss and Action to set Date for Joint KOMA/KORA Workshop for all City of Herington Appointed Boards

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares

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

- Governing Body
- City Manager
- City Attorney

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares

15. Update on City Manager Search

16. Interim City Manager Comments

17. Mayor and Commissioner Comments

18. Adjournment

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Mann, Commissioner Scarff, Commissioner Bell, Commissioner Naylor, Mayor Gares

**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**  
**April 7, 2026**  
**6:00 p.m.**

The Herington City Commission met on the above date and time in the Commission Chambers at City Hall. In attendance were Mayor Eric Gares, Commissioner Cynthia Naylor, Commissioner Robbin Bell, Commissioner Dalton Scarff and Commissioner Larry Mann. Also in attendance were Interim City Manager Megan Lawrenz, City Attorney Brad Jantz, Assistant City Clerk Marcus Hawkes, Public Works Director Cody Oswald, Police Officer Brian Shantz, Merlin Oswald, John Lueger, Jeff Jones, Todd Anderson, Rhonda Rice, and Carl Urbanek.

The meeting opened with the Pledge of Allegiance.

Mayor Gares called the meeting to order.

Approval of Agenda – Addition of #16a Discussion and action on authorizing a member of the governing body to participate in negotiation. Move Items 7b and 7c to next agenda. – Commissioner Mann made a motion to approve the agenda with the addition of #16a and move 7b and 7c to next agenda, seconded by Commissioner Bell. Motion carried 5-0.

Public Forum – None.

Consent Agenda – Commissioner Bell made a motion to approve the following consent agenda items, March 17, 2026, Regular City Commission Meeting Minutes, seconded by Commissioner Naylor. Motion carried 5-0.

Proclamations and Announcements- Mayor Gares read the proclamation to designate April 24, 2026, as Arbor Day.

Department Head Updates-

Police Department- Sergeant Brian Schantz presented for the Police Department. He reported there had been 180 service calls, 31 traffic stops and 1 arrest for the month of March. The department has one person at the academy. The department is currently working with a three-person crew.

Public Works Department- Public Works Director Cody Oswald presented a report for March

Street Dept.:

-Street dept. got the tree pile burnt and cleaned up, also able to get the town creek burnt and cleaned up with the brush cat.

-We cleaned the creek from E street to D street removing a bunch of debris

-Street dept. regradeed South 4th street and the 400 block of West Sturgis and West McClaren street.

-We purchased a stump grinder. With that we have been able to remove around 30 stumps so far. All the stumps in the north park and the cemetery have been removed.

-Painted front of the band stand at the north park to clean it up and make it look nicer

-We have completed repairing the second boat dock we brought in. We will be installing it back at the lake soon.

Water Dept.:

-Water department has been de-winterizing city facilities. Water has been turned on at the cemetery, and both drinking fountains.

-We worked on meter pits at Herington Heights #1 installing three new shut-off valves.

-We also worked at Herington Heights #3 installing all new meter pits, as the old ones were sunk in the ground and falling apart.

-Zac has now passed his water 2 certification.

Work orders:

-11 work orders have been completed

Discuss Approval of 2026 Proposal from KVK for the Purchase of a New HVAC Unit for the Community Building. Bids were received from Herington Heating and Air, Krause Mechanical and KVK – Commissioner Bell made a motion to Approve the 2026 proposal of \$7924 from KVK for the purchase of a new HVAC unit for the Community Building, seconded by Commissioner Naylor. Motion carried 4-1 (Mayor Gares- Nay).

Discuss with John Lueger and Jeff Jones of Heinen Brothers Ag, who are Interested in Space at the Herington Reginal Airport for Their Aerial Application Services- Commissioner Mann made a motion to proceed with Heinen Brothers Ag, interested in space at the Herington Reginal Airport for Aerial Application Services working with staff for a place, seconded by Commissioner Bell. Motion carried 5-0.

Presentation of CDBG Grant Shower House at the Lake by Todd Anderson of SMH. Garret Nordstrom of Government Assistance Services also participated in the discussion by phone.

Discuss to Determine Project Scope for the CDBG Grant Shower House Plans.

Discuss setting Public Hearing Date for CDBG Grant Shower House. Mayor Gares made a motion to reschedule the public hearing date of the CDBG Grant Shower House for April 21, 2026, at 6:00pm, seconded by Commissioner bell. Motion carried 5-0.

Discussion on Level of Service and Commissioner Expectations from Scot Loyd – Loyd Group, LLC for 2027 Budget Preparation Services. Commissioner Mann made a motion to employ the services of Loyd Group LLC for 2027 Budget Preparation Services, not to exceed \$25,000 and authorize staff to negotiate terms, seconded by Commissioner Naylor. Motion carried 5-0.

Discussion on Utility Billing Forgiveness Practices- Consensus was to keep the practices the same.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, Pursuant to the Personnel matters of employer-employee negotiations K.S.A. 75-4319(b)(2) to discuss potential litigation, to include the following: Governing Body, City Attorney and Interim City Manager with the open meeting to resume at 7:15pm, seconded by Commissioner Mann. Motion carried 5-0. The regular meeting resumed with no action taken.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, Pursuant to the Personnel matters of employer-employee negotiations K.S.A. 75-4319(b)(2) to discuss contract negotiation, to include the following: Governing Body, City Attorney and Interim City Manager with the open meeting to resume at 7:25pm, seconded by Commissioner Bell. Motion carried 5-0. The regular meeting resumed with no action taken.

Discuss action authorizing a member of the governing body to participate in negotiation- Mayor Gares made a motion authorizing Commissioner Bell, City Attorney Jantz, and Interim City Manager to participate in negotiation with Garret Aviation, seconded by Commissioner Mann. Motion carried 5-0.

Update and discussion on City Manager Search, City Manager Candidate Profile and Community Profile- 14 out of 15 surveys were returned by department heads. Job profile will be based on these surveys and now ready to proceed. Consensus is to move on with community profile by the League of Kansas Municipalities.

Discuss to set Salary Range for City Manager Position- Mayor Gares made a motion to authorize the base salary range of \$90,000 to \$110,000 for the City Manager position, seconded by Commissioner Mann. Motion carried 5-0.

Interim City Manager Comments – The Interim City Manager along with Cody Oswald and Josh Alexander met with representatives from Benesch and KDOT to walk the Safe Routes to School project area. Plans are to go out for bid in December of this year and the project to start in 2027. An all-City staff sexual harassment training is scheduled for April 13<sup>th</sup> at 1:00 pm and 3:00pm. The office will close at 3:00 pm that day. City Attorney Brad Jantz sent over a draft contract for Dennis Vasholtz. It has been given to Dennis. He will review it and then be put back on the agenda, hopefully by the next meeting.

Mayor and Commissioner Comments –

Commissioner Bell – None.

Commissioner Scarff – None.

Commissioner Mann – None.

Commissioner Naylor – None.

Mayor Gares – None.

Adjournment – Mayor Gares made a motion to adjourn, seconded by Commissioner Mann. Motion carried 5-0.

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Marcus Hawkes, Assistant City Clerk

Alcoholic Beverage Control  
109 SW 9<sup>th</sup> Street, 5<sup>th</sup> Floor  
PO Box 3506  
Topeka KS 66601-3506  
Mark A. Burghart, Secretary



Phone: 785-296-7015  
Fax: 785-296-7185  
kdor\_abc.email@ks.gov  
www.ksrevenue.gov  
Laura Kelly, Governor

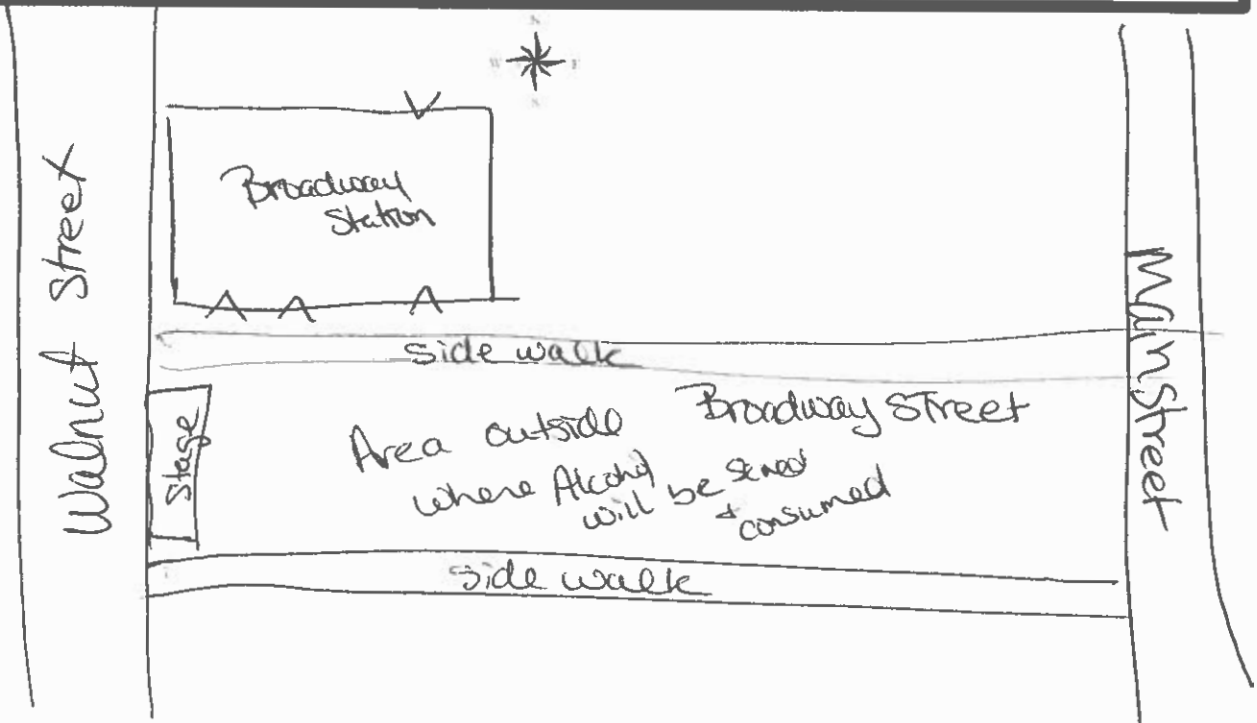
### TEMPORARY PERMIT LOCATION AND ZONING

Applicant Name: Broadway Station, LLC FEIN/SSN: 88-3740022  
Phone Number: 785-317-0533 Event Date(s) (must be consecutive): 5-09-2026

Event Type:  Charitable Auction  On-Premise  Porcelain Container  Special Event\* - Number of days: 1 day  
\*A special event is held on public streets, alleys, roads, sidewalks or highways and must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such special event is being held.

#### SECTION 1 – EVENT AREA: Complete this section for On-Premise and Special Events only.

In the space below, draw the floor plan and any outside areas included in the proposed event area where alcoholic liquor will be sold, served, or consumed. If the area is outside, it must show the line of demarcation to define the event area; and, include nearby streets for reference. Shade in the areas you DO NOT wish to be permitted.



#### SECTION 2 – CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK: (Completed by the clerk)

I HEREBY CERTIFY THAT THE PREMISES AT \_\_\_\_\_  
Location Street Address City Zip

CITY LIMITS:  Inside the incorporated city limits  Outside the city limits  
ZONING:  within an area that complies with all applicable zoning regulations required by K.S.A. 41-1201(e)  
 located outside an incorporated city, in a township or county **that is not zoned** (Seal)  
LOCATION:  government property  private property  public property  CMB licensed premise

I declare under penalties of perjury that to the best of my knowledge and believe that Section 2 is true, correct, and complete.

CLERK SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  City Clerk  Township Clerk  County Clerk



# THE CITY OF HERINGTON

P.O. Box 31 • 17 North Broadway • Herington, KS 67449

Telephone: (785) 258-2271 FAX: (785) 258-3552

## STREET CLOSURE REQUEST

City Ordinance 1640 Chapter 6 Article 5 Section 518

Requests must be returned and on Commission Agenda before

Meetings which are held the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month

Applicant Name Leann Urbaneck DBA Broadway Station, LLC

Address 1 N. Broadway Herington, KS 67449

Contact Phone Number 785-317-6533

I would like permission to close Broadway Street Street

between Walnut + main Streets on the day of Sat. May 9<sup>th</sup>

from 3:00 AM/PM to 12:00 AM/PM for the purpose of:

Street Dance at Broadway Station

I would also like for the City of Herington to provide equipment for the street closure in accordance with MUTCD guidelines. 3 picnic tables also please

Leann Urbaneck

4-14-2026

Applicant Signature

Today's Date

### Notification List

Police Chief's Signature/Date [Signature] 4/14/2026

Fire Department Employee Signature/Date [Signature]

Ambulance Service Signature/Date [Signature] 4-14-2026

Director/Asst Director of Public Works Signature/Date \_\_\_\_\_

Neighbors and/or Business Owner Signatures who will be affected by and agree to this closure. Check if Done

City Manager \_\_\_\_\_ Date \_\_\_\_\_

The applicant agrees to hold the City of Herington harmless in the event of an accident or incident. \*See attached from the City Ordinance Book.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION GRANTING TEMPORARY EXEMPTION FROM THE REQUIREMENTS OF CHAPTER 3, ARTICLE II, SECTION 3-204 PROHIBITING CONSUMPTION OF ANY ALCOHOLIC LIQUOR OR ENHANCED CEREAL MALT BEVERAGE ON PUBLIC PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF HERINGTON, DICKINSON COUNTY, KANSAS.**

**WHEREAS**, the City of Herington, Kansas generally prohibits consumption of alcoholic liquor or enhanced cereal malt beverages on public property within the city limits; and,

**WHEREAS**, the governing body desires to allow for temporary exemptions from such a general prohibition by resolution lawfully approved by majority vote of the governing body; and,

**WHEREAS**, the governing body has received a request for an exemption for a public event to be held on city property and deems it appropriate to allow for a temporary exemption.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF HERINGTON, KANSAS:**

1. The governing body hereby finds that a temporary exemption should be granted for possession and consumption of any cereal malt beverage including enhanced cereal malt beverages defined as having an alcohol concentration of no more than 6.0% by volume and alcoholic liquor, and alcoholic liquor on certain public property identified in paragraph 2 of this resolution.
2. Such defined area as established, and any signage or surrounding security barriers identifying the prescribed area, shall be approved in advance by the Herington Police Chief. The area is defined as immediately in front of the Broadway Station premises. Part of Broadway from Walnut to Main Street shall be temporarily closed.
3. The exemption shall be allowed on Saturday, May 9, 2026, from 3:00 p.m. until 11:59 p.m. at which time such temporary exemption shall expire. The exemption shall extend to the immediate sidewalk and street near the business at 1 N Broadway St, Herington, KS 67449. Barriers establishing the drinking area shall be put in place.
4. All necessary permits authorizing the possession and consumption of any alcoholic liquor on public sidewalk and nearby street, including enhanced cereal malt beverages and alcoholic liquor shall be timely applied for and granted by the appropriate licensing agency in advance of the noted date herein as a precondition for award of this exemption.

**ADOPTED AND APPROVED** by the Governing Body of the City of Herington, Dickinson County, Kansas this 21<sup>st</sup> day of April, 2026.

\_\_\_\_\_  
Eric Gares, Mayor

ATTEST:

\_\_\_\_\_  
Megan Lawrenz, City Clerk

# **BROADWAY STATION STREET DANCE**

**SATURDAY MAY 9<sup>TH</sup>, 2026**

**STARTING AFTER THE HERINGTON  
DRAG RACES**

**FEATURING LIVE MUSIC FROM:**

**SOUL PREACHERS 5-8PM**

**BLAKE HAGNAR & THE LIGHTS**

**OUT BAND 9PM-MIDNIGHT**

**ALSO FEATURING:**

**FOOD AND DRINK SPECIALS,  
WATER VOLLEYBALL TOURNAMENT**

**& CORNHOLE**

**No outside food or drinks allowed**

**1 N Broadway Herington, KS**



## Executive Summary

### Proposed Joint Application to the Community Development Block Grant Program (CDBG) Community Facilities - Large Grant Program

#### Project Title:

Adaptive Reuse of the Former Herington Hospital for Senior Housing, Community Health, and Regional Economic Development

#### Applicant:

City of Herington, Kansas (Lead Applicant) with Konza Property Development LLC as the developer and management partner.

#### Funding Program:

Large Grant Program administered by the Kansas Department of Commerce through the federal U.S. Department of Housing and Urban Development.

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## Project Overview

This proposal seeks the partnership of the City of Herington to submit an application for the CDBG Large Grant Program to revitalize the shuttered Herington Hospital campus into a regional community facility serving Dickinson County and three surrounding counties.

The project will transform a currently vacant and deteriorating hospital property into a **multi-purpose community development hub** that provides senior housing, healthcare services, food infrastructure, and small business development opportunities.

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## Key Components of the Project

### 1. Affordable Senior Housing

- Renovation of the existing hospital building to create **25 independent living apartments for low- and moderate-income seniors**
- Accessible design for aging residents
- Shared community and dining spaces.

### 2. Rehabilitation Therapy and Wellness Center

- Physical therapy

- Occupational therapy
- Wellness programs for seniors and community residents.

### **3. Community Food and Nutrition Facilities**

Creation of a **regional food hub** including:

- community kitchen
- meal preparation facilities
- food distribution services supporting seniors and vulnerable households.

### **4. Agricultural Value-Added Business Development**

Utilization of approximately six acres of land behind the hospital for:

#### **Fruit Orchard Enterprise (5 acres)**

- production and processing of regional hardy fruit crops
- value-added food products.

#### **Floriculture Business (1 acre)**

- cultivation of ornamental flowers and plants.

### **5. Small Manufacturing and Packing Facility**

A small facility supporting:

- packaging and shipment of flowers
- value-added agricultural products
- small-scale local manufacturing for Aromatherapy & Cosmetics such as essential oils, perfumes, and hydrosols (floral water).

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### **Phase 2 Expansion**

Future development will include a **Behavioral and Mental Health Services Center** offering:

- in-person mental health care
- telehealth crisis services
- substance abuse counseling.

The center will serve residents of **Dickinson County and three neighboring counties**, addressing significant regional healthcare needs.

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### **Helipad Remediation for Regional Emergency Use**

The proposal includes remediation and restoration of the existing hospital helipad to maintain regional emergency medical transport capability.

With plans for a new rural healthcare unit in Herington, maintaining this helipad will strengthen emergency response and rural healthcare access for the surrounding communities.

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### **Community Impact**

#### **Benefits for Low-to-Moderate Income Residents**

- affordable senior housing
- improved access to healthcare and nutrition services
- employment opportunities for Seniors and local youth.

#### **Removal of Blight**

- revitalization of the shuttered hospital facility
- transformation of a deteriorating property into a productive community asset.

#### **Economic Development**

- creation of jobs in healthcare, agriculture, food processing, and facility operations
- development of local value-added agricultural businesses.

#### **Regional Service Area**

The facility will support residents across **four counties**, significantly expanding the regional impact of the project.

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### **Partnership Request**

Because CDBG funding applications must be submitted by a municipal government, we respectfully request that the City of Herington serve as the lead applicant for the CDBG Large Grant Program in partnership with the development team.

We also request support in coordinating with county leadership to consider **tax incentives** for the property and land, recognizing the project's role as a regional community facility serving multiple counties.

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### **Vision**

This project will transform a vacant hospital into a vital regional hub for housing, healthcare, food systems, and economic opportunity, ensuring that the facility once again serves the residents of Herington and the surrounding rural communities.

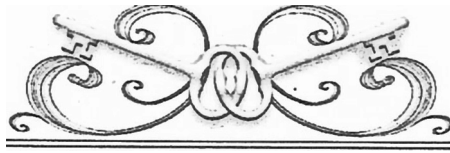
### Phase III: **Kansas Regional UAV (Unmanned Aerial Vehicle) Logistics Hub**

The vision is to transform the existing helipad and adjacent land into **Kansas's first rural drone logistics and technology hub**. By leveraging the hospital's aviation infrastructure and surrounding acreage, the project will create a regional launch and operations center for unmanned aerial systems serving rural and suburban communities across central Kansas.

This UAV hub will support **critical drone-enabled services**, including rapid delivery of medicines and medical supplies to clinics, pharmacies, and rural households. In addition, it will provide **precision agriculture services** for farms across multiple counties, enabling crop monitoring, aerial mapping, and targeted treatments that improve productivity while reducing environmental impact. The facility will function as a logistics and operations center for autonomous drone fleets capable of serving communities within a wide regional radius.

Beyond logistics and agriculture, the UAV hub will also support **public safety and disaster response**, including enhanced monitoring for severe weather events such as tornadoes and storm systems that frequently affect the region.

Working in coordination with agencies such as the Federal Aviation Administration and the National Oceanic and Atmospheric Administration, the facility aims to become a **technology-driven rural resilience center**, improving emergency response, strengthening regional infrastructure, and positioning Herington as a leader in next-generation rural aviation and logistics innovation.



## HERINGTON HOUSING AUTHORITY

201 E. Helen Street Herington, Kansas 67449 (785) 258-2510 office, 785-258-2825 fax

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### MEMORANDUM

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**Date:** March 27, 2026

**To:** Megan Lawrenz, Interim City Manager  
Eric Gares, Mayor **COUNCIL**

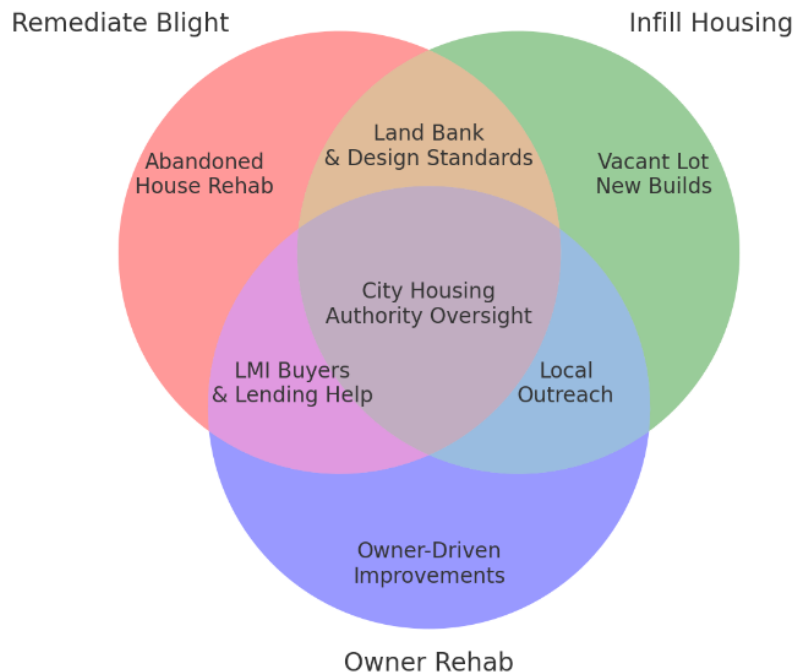
**From:** Herington Housing Authority  
Rhonda Rice, Chair **BRIEFING**

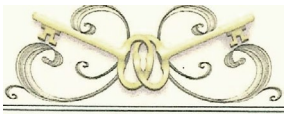
**Subject:** Herington Housing Initiative, Oversight Agency **MEMORANDUM**

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**ISSUE:** On March 26, 2026, the Herington Housing Authority (HHA) reviewed the proposed Herington Housing Initiative proposal given by Rhonda Rice, HHA Chair, at the Land Bank meeting, March 3, 2026. This initiative will remediate vacant housing blight, address vacant residential infill, and actively support the CDBG LMI owner occupied home blight conditions and weatherization incentives. The proposal also includes second steps to support downtown housing incentives. Upon the conclusion of this presentation the HHA board voted to unanimously support the initiative by agreeing to the role as City Housing Authority Oversight agency as described in the below diagram:

### Simplified Overview of Herington Housing Program





**BACKGROUND:**

The Herington Housing Authority’s Bylaws’ Purpose: *The Housing Authority of the City of Herington, Kansas will provide a decent, safe, sanitary, affordable housing and suitable living environment in an efficient, ethical, and professional manner*, supports the City Commission and the Planning Commission Comprehensive Plan, Herington Tomorrow, identified adopted 2024 goals and subsequent action plan items:

Housing and Neighborhoods

*Goal 7: Encourage the availability of housing for all ages and income groups, 7.2 and 7.3.*

Community Character

*Goal 13: Establishing building and site design standards that improve the appearance of the City, 13.1 and 13.2.*

*Goal 15: Protect neighborhoods from decay, decline, and disinvestment and encourage the revitalization and preservation of legacy buildings and historic areas.*

Recognizing that the HHA bylaws and the Comprehensive Plan’s goals support the main premise of the initiative to remediate residential blight and provide economic vitality to Herington.

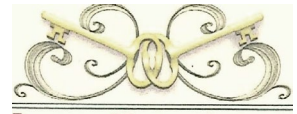
**PROGRAM BENEFITS:**

**Three Core Strand Synopsis**

**1) Blight Remediation of Existing Abandoned Houses**

- Focused on acquiring dilapidated homes—primarily in south and west Herington—through tax sales, donations, or purchase.
- The Land Bank will hold properties; viability for rehabilitation will be assessed.
- Houses beyond repair will be demolished with state/federal subsidies.
- Homes that are salvageable will be remodeled using local labor and materials, with potential homeowners involved from the start, supported by lending programs.
- Oversight by a general contractor and the Housing Authority.

*Details:* The Herington Land Bank will acquire blight houses through delinquent tax sales, donations, and purchase. The target area encompasses the south and west sides of Herington where the majority of blight exists. Many of the homes are 1940s and older, abandoned for a considerable number of years, in dilapidated condition, and could owe several years or more of property tax and city fees. Seed funding for rehabilitation is available from the Community Foundation of Dickinson County in the form of a Revolving Loan Fund. The initiative will assess the house for rehabilitation viability. If not viable, it will be slated for demolition. Demolition subsidies will be acquired to help reduce the City’s financial burden.



Potential homeowners will be contacted, a remodel timeline created, a future assessed value set, and the remodeling initiated. A general contractor is assigned to the project with oversight by the Herington Housing Authority. Local supplies and local trades will take precedence for contracted work. Potential homeowners will work with participating bank on appropriate loans and assistances to approval and final by end of project. The goal is homeownership and move in coinciding with project completion.

## 2) Infill Development on Vacant Residential Lots

- Targets the same areas as the blight remediation effort, particularly where prior demolitions have created empty lots.
- The Planning Commission is developing design standards to ensure new builds match neighborhood character.
- Potential partnership with a like type 'Habitat for Humanity' non-profit to build affordable new construction. Pre-fabricated (Kit) homes, container homes, and 3-D fabricated homes can be options.
- Program will assist buyers with financing options including USDA loans, Kansas Housing programs, and first-time homebuyer assistance.

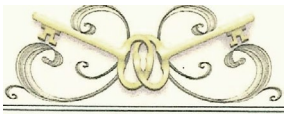
*Details:* The Herington Land Bank can acquire vacant housing lots through delinquent tax sales, donations and purchase. The Seed Funding source and target area is the same as 1) *Blight remediation of existing abandoned houses*. Herington has been slowly demolishing vacant dilapidated houses throughout the years, which combined with other blight issues, has caused a large number of vacant residential lots dispersed in these neighborhoods. Since Herington is an older rail town, there are some lots that are quite small, 25 feet wide, 75-100 feet deep. The Planning Commission continues to work on zoning regulations to accommodate building new houses on infill lots to match the neighborhood aesthetics.

The program would like to partner with a like-kind Habitat for Humanity non-profit for these infill new builds. The Habitat's program is local based model with a philosophy and principles that mesh with our local community. Self Help-Faith. **'A community working together as one for a better tomorrow.'**

The process will begin once a lot has been identified as a build site and an owner secures funding. At this point, work can begin on the new build. Local supplies and labor are the intended resource.

## 3) Weatherization and LMI Housing Rehabilitation

- Partnering with the North Central Regional Planning Commission (NCRPC) to connect residents to DOE-funded weatherization and housing rehab programs.
- Outreach led by Herington's Rural Champion, focusing on education, application assistance, and quarterly program information sessions.
- Target demographic: older low-income homeowners needing help to maintain or upgrade homes.



*Details:* Dickinson County falls within the North Central Regional Planning Commission (NCRPC) area. The NCRPC provides several programs: Weatherization Assistance Program for low-income households, funding provided by the Department of Energy (DOE) and the Low-Income Energy Assistance Program (LIEAP), Demolition Pilot Program (city can initiate), along with the CDBG Housing Rehabilitation Program. All are owner initiated, of minimal or no cost to participate. The NCRPC Housing Initiative's Moderate Income Housing Rehabilitation Pilot Program requires County level participation and seed funding.

Herington Housing Authority will work in partnership with the Rural Champion to provide support to Herington homeowners. The Rural Champion can provide initial calendaring for quarterly information shares and a community outreach session kick off where NCRPC is present to explain these programs, and assist homeowners with applications, FAQ sessions, etc. Physical presence and outreach for these programs is critical with most of the low-income homeowners in the over 50+ category.

### **Additional Strands**

#### **Downtown Housing Potential**

- Exploring CDBG Commercial Rehab grants to convert upper-story downtown spaces into housing (e.g., Airbnb, apartments).
- Key buildings in the downtown area are targeted, especially given proximity to attractions like the Flint Hills Trail and the current EPA Assessment grant target area.

The City of Herington encourages downtown businesses to look at the CDBG Commercial Rehab grant as a funding mechanism for upper story housing, Airbnb, and commercial space as part of the EPA Brownfield Assessment grant period, 2024-2027. Flint Hills Regional Council (ATT 5) would provide assistance with the grant application with support from the Herington Housing Authority. Several of the downtown buildings could be potential grantees for upper story residential, though definitely most of the buildings require a phased approach due to blighted state.

### **NEXT STEPS:**

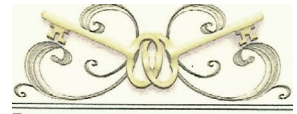
1. Adoption of the housing initiative concept as presented by Herington Housing Initiative Chair, Rhonda Rice, including a Part Time staff to administer the initiative.
2. To authorize the Herington Housing Authority as the oversight agency for the initiative.

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### **RECOMMENDED ACTION:**

Provide Herington Housing Authority with direction on the following questions:

1. Proposed one, three, and five year goals for the initiative that are defined and measurable
2. Pathway to achieve the first year goals



3. Budget needed to achieve first year goals
4. Roles/responsibilities of Herington Housing Authority and the city commission in the first year
5. Roles/responsibilities of the various partners
6. Brief listing of major state or federal programming that could help fund aspects of the Herington housing initiative

To be presented to the City Commission in the following meeting, June, 2026.

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The Community Foundation of Dickinson County, Inc.

201 NW Second Street, Suite B

Abilene, Kansas 67410

785.263.1863 [www.communityfoundation.us](http://www.communityfoundation.us)

For good. For ever.®

---

April 10, 2026

**Herington City Commissioners**

City of Herington

17 N. Broadway Street

Herington, Kansas 67449

Dear Commissioners,

On behalf of the Community Foundation of Dickinson County, I am writing to formally express our support for the housing project initiative being developed for Herington, Kansas, through the leadership of Rhonda Rice, in partnership with Flint Hills Regional Planning Commission, Habitat for Humanity, and local banking institutions.

The Community Foundation of Dickinson County recognizes that quality housing is essential to the long-term vitality and sustainability of our communities. Housing availability affects workforce development, economic growth, family stability, and the overall quality of life for residents. For these reasons, we believe this initiative represents an important investment in Herington's future.

In support of this effort, the Community Foundation of Dickinson County has committed **\$200,000** toward the housing project initiative. We are pleased to partner in an effort that seeks to bring together public, private, and nonprofit stakeholders to address a critical community need in a thoughtful and collaborative way.

We commend Rhonda Rice and the project partners for their vision and leadership in moving this initiative forward. It is our hope that this commitment will help strengthen the momentum behind the project and demonstrate confidence in the positive impact it can have on the Herington community.

Thank you for your consideration and for your continued service to the residents of Herington. We appreciate your attention to this important matter and your support of efforts that will help build a stronger future for the community.

Sincerely,

**Elizabeth Weese**

Executive Director

Community Foundation of Dickinson County

FLINT HILLS  
REGION

August 6, 2025

**Mayor Eric Gares**  
City of Herington  
17 North Broadway  
Herington, KS 67449

**Mayor Gares and Members of the City Commission,**

On behalf of the Flint Hills Regional Council (FHRC), I am writing to express our strong support for the Herington Housing Initiative as proposed by City Manager Thatcher Moddie and the Herington Housing Authority. The comprehensive program's three-strand approach—blight remediation, infill development, and weatherization—aligns perfectly with regional priorities for economic vitality, neighborhood revitalization, and expanding quality housing options.

By targeting vacant and abandoned properties, encouraging infill development, and improving the condition of existing low- and moderate-income housing, this initiative will directly address critical housing needs while enhancing community character and stability. Additionally, the thoughtful integration of local trades, real estate professionals, and funding mechanisms demonstrates a holistic plan to build sustainable prosperity for Herington.

FHRC appreciates the City of Herington's proactive leadership on this effort and remains committed to supporting your community through technical assistance, partnership building, and strategic planning resources. We commend the City Commission for considering this initiative and urge your approval to move forward with its implementation.

**Sincerely,**

Kent Glasscock  
Executive Director  
Flint Hills Regional



FLINT HILLS REGIONAL COUNCIL  
PO BOX 514,  
OGDEN, KS 66517-0514 •  
[HTTP://FLINTHILLSREGION.ORG/](http://flinthillsregion.org/)



Together, we build homes, community and hope.

Josh Brewer  
Executive Director  
Habitat for Humanity of the Northern Flint Hills  
[Josh.Brewer@HabitatFlintHills.org](mailto:Josh.Brewer@HabitatFlintHills.org)

July 25, 2025

City Commission  
City of Herington  
17 N Broadway  
Herington, KS 67449

### **Letter of Support for Housing Investment in Herington**

Dear Mayor and City Commissioners,

Habitat for Humanity believes that everyone deserves a decent place to live and our affiliate is happy to offer our voice in support of local, resident leadership for better housing and more homeownership opportunities. We are writing to offer our support for Rhonda Rice's efforts to encourage the City of Herington to invest in housing initiatives that will strengthen the local economy, stabilize neighborhoods, and provide opportunities for families to thrive.

As Executive Director of Habitat for Humanity of the Northern Flint Hills, I have seen firsthand how strategic investment in housing—whether through rehabilitation, new construction, infrastructure, or incentives for workforce housing—can be a catalyst for community revitalization. In communities across Kansas, public-private housing partnerships are reversing decades of underinvestment, attracting and retaining critical workers, and renewing civic pride.

Herington is poised to benefit from the kind of forward-looking leadership Rhonda Rice represents. Her commitment to equitable development and her deep knowledge of the community make her an ideal advocate for local solutions to Herington's housing challenges. By investing in housing, the City can unlock access to state and federal funds, engage nonprofit and private partners, and signal to current and prospective residents that Herington is a place of opportunity.

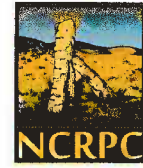
Housing is not just a shelter—it is infrastructure, workforce retention, education, health, and economic development all rolled into one. I encourage you to support Rhonda's efforts to complete a housing study, and to begin developing a housing strategy that reflects the needs and aspirations of Herington residents.

With appreciation for your leadership,

A handwritten signature in black ink that reads "Josh Brewer". The signature is written in a cursive, flowing style.

**Josh Brewer**  
Executive Director  
Habitat for Humanity of the Northern Flint Hills

# NORTH CENTRAL REGIONAL PLANNING COMMISSION



109 N. Mill  
P.O. Box 565  
Beloit, KS 67420  
(p) 785-738-2218  
(f) 785-738-2185  
(e) [housing@ncrpc.org](mailto:housing@ncrpc.org)

**To:** City Council  
**From:** Keegan Bailey, Housing Director  
**RE:** General Housing Information

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The City will need to complete or update their existing Housing Assessment Tool (HAT) This HAT will compile data from residents, community leaders and stakeholders within the community. The data from the HAT may show that the city is in need of housing infill, rehabilitation of the current housing stock, demolition of old dilapidated housing units or other housing information.

The City will need to attend Housing Inter Agency Committee (HIAC) Meeting. The Housing Inter Agency Committee consists of Kansas Department of Commerce, Kansas Housing Resources Corporation, US Department of Agriculture-Rural Development, and Federal Home Loan Bank. All of the sources listed above request that a HAT is completed to provide information for the respective funding partners.

The Kansas Department of Commerce (KDOC) and their Community Development Block Grant Housing Grant Program is one of the main programs that Keegan Bailey and NCRPC works with. This program involves housing rehabilitation and demolition.

The next funding source that is available is through USDA Rural Development (USDA-RD). They have many housing programs that are a fit for every community, just may be an on individual level and not on the City level. For more information please see: [www.rd.usda.gov/ks](http://www.rd.usda.gov/ks)

The Federal Home Loan Bank has a very highly competitive grant program of Affordable Housing Program-Competitive Application Program. The program funds are to finance the purchase, construction, or rehabilitation of owner-occupied housing for low- or moderate-income households (with incomes at 80 percent or less of the area median income), and the purchase, construction, or rehabilitation of rental housing where at least 20 percent of the units are affordable for and occupied by very low-income households (with incomes at 50 percent or less of the area median income). This grant can only be applied for through a non-profit or for-profit sponsor.

<https://www.fhlbtpeka.com/ahp>

The Kansas Housing Resources Corporation has a grant program of the Moderate-Income Housing (MIH). Under the MIH, applicants can only use the funds for housing development, acquisition of real property, new construction, modular or manufactured housing, rehabilitation of existing vacant housing and/or home buyer assistance of actual housing development; or infrastructure in combination with actual housing development. Unfortunately, the funding for this program was unfunded within the current budget.

Through a partnership with Kansas Housing Resources Corporation and NCRPC, a Weatherization Assistance Program is available. Please see enclosed a copy of that application. Please note that there is income restriction limit for those who can qualify. This is located on page 2 of the application. The link for the online application is: <https://www.ncrpc.org/wp-content/uploads/2025/04/wznappapril2025.pdf> This program is designed to help make the home more energy efficient through furnace, insulation, air sealing and LED light bulbs. This is done at no cost to the homeowner or tenant.



## **Columbarium submission**

**Herington, KS**

April 28, 2025

Enclosed please find the columbarium submission from CVI and Doric Products. Doric has been servicing the Funeral and Cemetery professions for 70 years. Our vast knowledge and experience go into everything we do. The columbarium staff have over 20 years of experience and we know you will be pleased with our work. All columbaria are manufactured in our own plant which allows us to have control over every detail, so you know you are getting Doric quality. At Doric Products, our mission is to provide the best materials and service available, and we stand behind everything we do.

We thank you for your consideration of our proposal.

Jim Wiens  
CVI Funeral Supply  
901 Sharps Drive  
Newton, KS 67114



901 Sharps Drive  
Newton, KS 67114

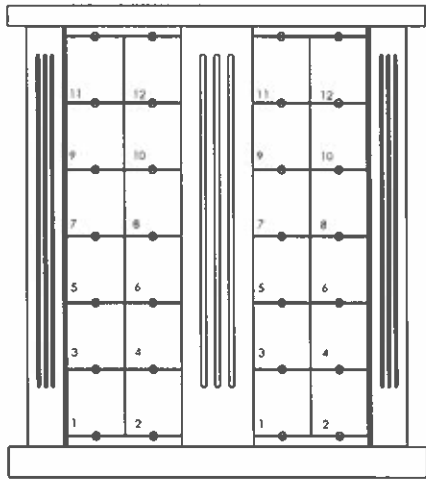
# Quote

Sunset Hills  
Herington, KS

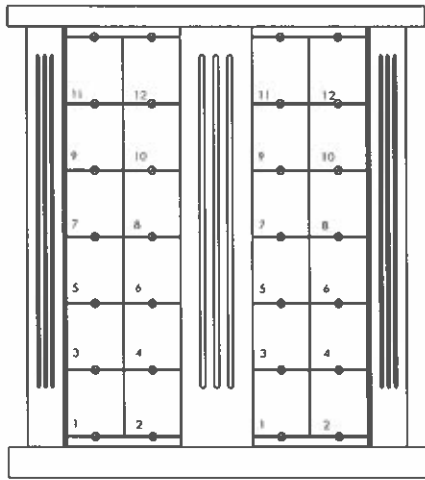
Date	Estimate #
April 28,	2025-22

Description	Qty	Total
To supply, deliver and install		
Aegeus 48 – 48 niche rectangle columbarium	1	\$22520.00
Calisto 72 – 72 niche round columbarium	1	\$37635.00
Includes: -Extra rosettes -Minimum 2 extra granite doors per unit -Rubberized mats in each niche -Security tools for the niches		
Quotes valid for 30 days All prices quoted may be subject to unforeseen tariff changes		
Any permits are the client's responsibility		

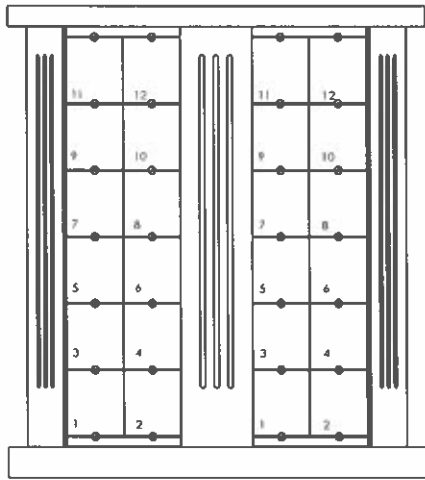
	Sign & Return to make this an order _____
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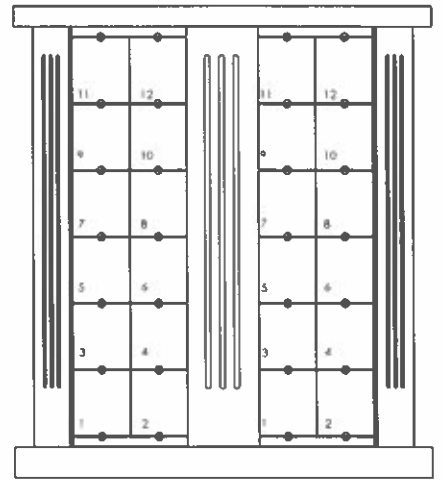
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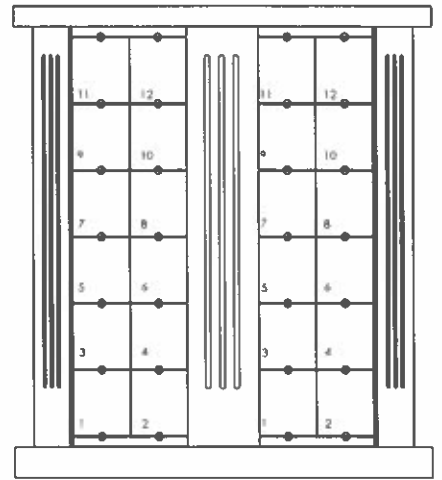
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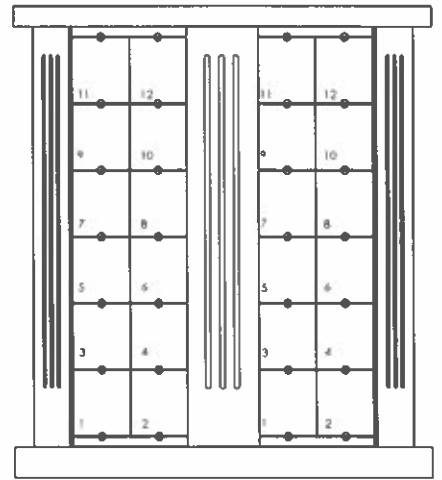
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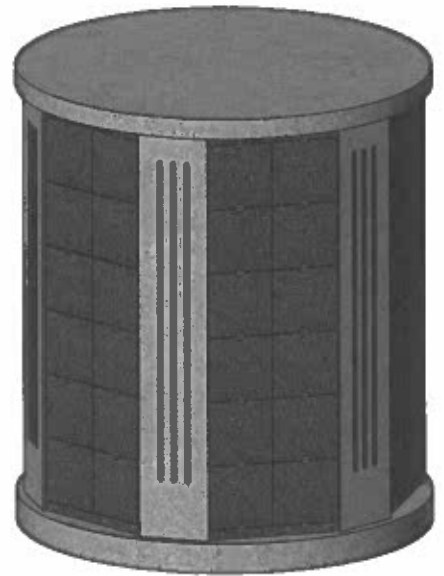
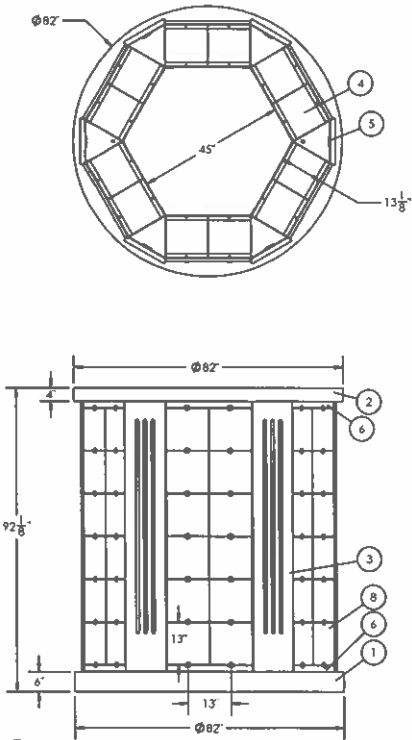
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F

ITEM NO.	PART NUMBER	DESCRIPTION	
1	B-V-00026	GRANITE BASE	1
2	R-V-00029	GRANITE ROOF	1
3	S-V-00234	GRANITE SIDE	6
4	V-00234	ROUND 6 SIDES 2W-6H	1
5	T-HOOK-CLIP-01	SIDE RETAINING BRACKET	12
6	T-V-00007	GRANITE TRIM .875 X 1.875 X 26.000	12
7	VROSE	ROSETTE	84
8	D-V-00000	GRANITE DOOR 13X13	72

REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
01	INITIAL RELEASE	11/10/2024	DM



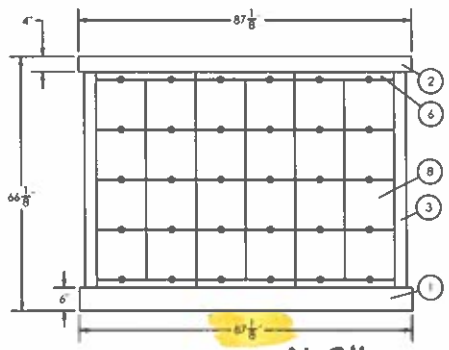
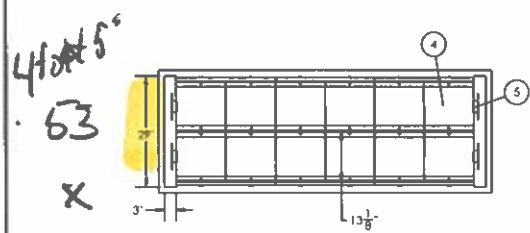
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SCALE: NTS

Start 8" 106 x 106

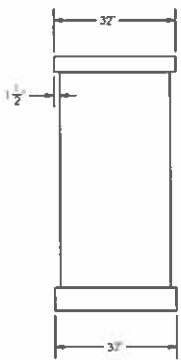
UNLESS OTHERWISE SPECIFIED		TITLE	
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<b>PROPRIETARY AND CONFIDENTIAL</b> THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF DORC-VALENT. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF DORC-VALENT IS PROHIBITED.		<b>NAME</b> <b>DATE</b>	<b>SIZE</b> <b>DWG. NO.</b> <b>WEIGHT</b>
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ITEM NO.	PART NUMBER	DESCRIPTION	QTY
1	B-V-00020	GRANITE BASE	1
2	R-V-00022	GRANITE ROOF	1
3	S-V-00023	GRANITE SIDE	2
4	V-00025	BACK TO BACK 6X4	1
5	C-CLIP-01	BRACKET SIDE RETAINER C-CLIP	8
6	T-V-00007	GRANITE TRIM .875 X 1.875 X 26.000	12
7	V-ROSE	ROSETTE	40
8	D-V-00003	GRANITE DOOR 13X13	48

REV.	DESCRIPTION	DATE	APPROVED
01	INITIAL RELEASE	04/18/2024	DM



112 9ft 3"



3D VIEW  
SCALE: NTS

<small>PROPRIETARY AND CONFIDENTIAL</small> <small>ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DISC-VALETS, INC.</small> <small>REPRODUCTION BY ANY MEANS IS STRICTLY PROHIBITED.</small>		<small>DATE PLOTTED: 04/18/2024</small> <small>SCALE: 1:24</small>		<small>DATE: 04/18/2024</small>		<small>NAME: DM</small>		<small>DATE: 04/18/2024</small>		<small>REV: 01</small>	
<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>				<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	
<small>PROPRIETARY AND CONFIDENTIAL</small> <small>ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DISC-VALETS, INC.</small> <small>REPRODUCTION BY ANY MEANS IS STRICTLY PROHIBITED.</small>				<small>DATE PLOTTED: 04/18/2024</small> <small>SCALE: 1:24</small>		<small>DATE: 04/18/2024</small>		<small>NAME: DM</small>		<small>DATE: 04/18/2024</small>	
<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>				<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>		<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	

13X13X13 BB 6W-4H

<small>DATE PLOTTED: 04/18/2024</small> <small>SCALE: 1:24</small>	<small>DATE: 04/18/2024</small>	<small>NAME: DM</small>	<small>DATE: 04/18/2024</small>	<small>REV: 01</small>
<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>	<small>DISC-VALETS, INC.</small> <small>11290 130TH AVE. S.</small> <small>SEASIDE, WA 98148</small>

## Technical Details

### 1. Project understanding and design

We have included the quote for the 48 niche rectangle columbarium and the 72 niche round columbarium

- **Aegeus 48 – 48 niche rectangle columbarium as per design**
- **Calisto 72 – 72 niche round columbarium as per design**
- All designs are an aluminum interior structure with granite exterior.
- Granite quoted Grey with black doors and trim. Other colors available
- All niches have an inner security door and a granite exterior door that covers each niche.
- The inner aluminum security door and the outer granite door will be held by tamperproof security screws
- Minimum of 2 extra granite niche fronts will be provided per structure.
- Extra rosettes, security screws and security tools will be provided
- Timelines for installation will be provided upon award and finalization of selections. Our usual duration from finalization to completion is 90 to 120 days depending on shipping.

\*Please note that any adjustments can be made to the granite colour or layout should you require.

### 2. Delivery and Installation

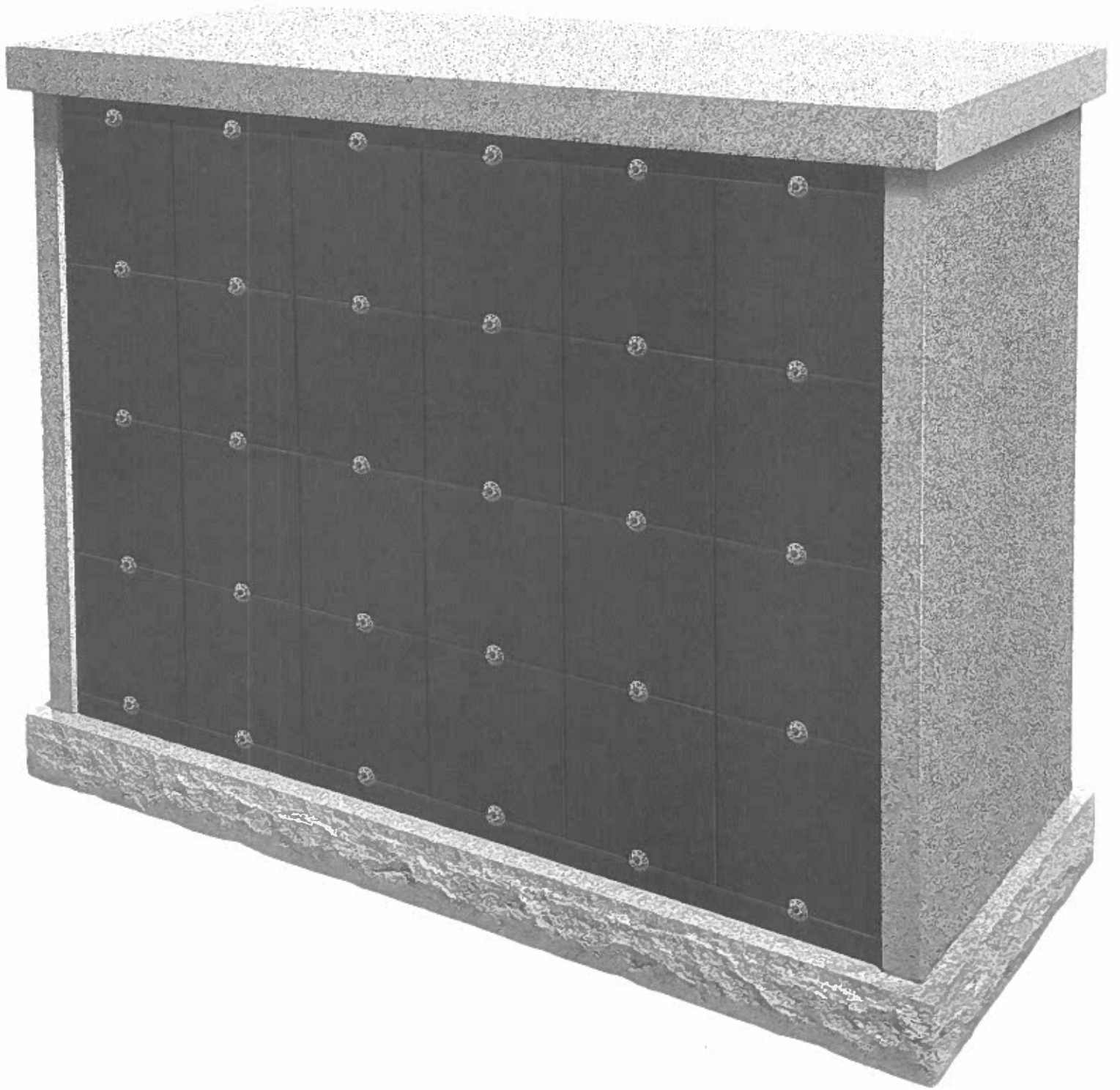
- The installation should take no more than 1 hour.
- The columbarium will be assembled at the Doric plant in KY and then shipped to the site for installation

### 3. Warranty

- 25-year warranty
- Should any part breakdown, be lost or damaged, Doric will facilitate replacement within 24hrs of contact at no cost.
- Spare screws and rosettes will be provided at no extra cost unless large quantities are requested.

### 4. Innovation and added value

- Our aluminum niches allow the interior of the units to breathe which eliminates the breakdown of the niche contents by trapped humidity.
- The engineered structure is designed using quality 50-52 aluminum alloy and can hold well over 1600lbs per square foot. Everything is built to last.
- The security screws utilized are unique and not available in stores making the units more secure.
- Included will be a complimentary membership in the Cremation Association of North America for 1 year



## EXHIBIT A

### EXPRESS WARRANTY

This Express Warranty this "Warranty" shall be for a period of 25 years from the date of installation the "Warranty Period". This Warranty is subject to the Terms and Conditions that govern the sale of the goods described in such Terms and Conditions the "Goods" in all respects, including, but not limited to the warranty limitations set forth in Section 12 thereof.

Doric Products, Inc. "Doric" warrants to the purchaser of its Goods "Buyer", including but not limited to its subsidiaries, that it will warrant any Goods with new Goods or Goods of like kind and quality if the Goods are defective, which is if by reason of defective materials or workmanship, if the Goods fail to protect their contents.

This Warranty only covers the exterior and interior structure of the Goods and only if supplied and installed by Doric.

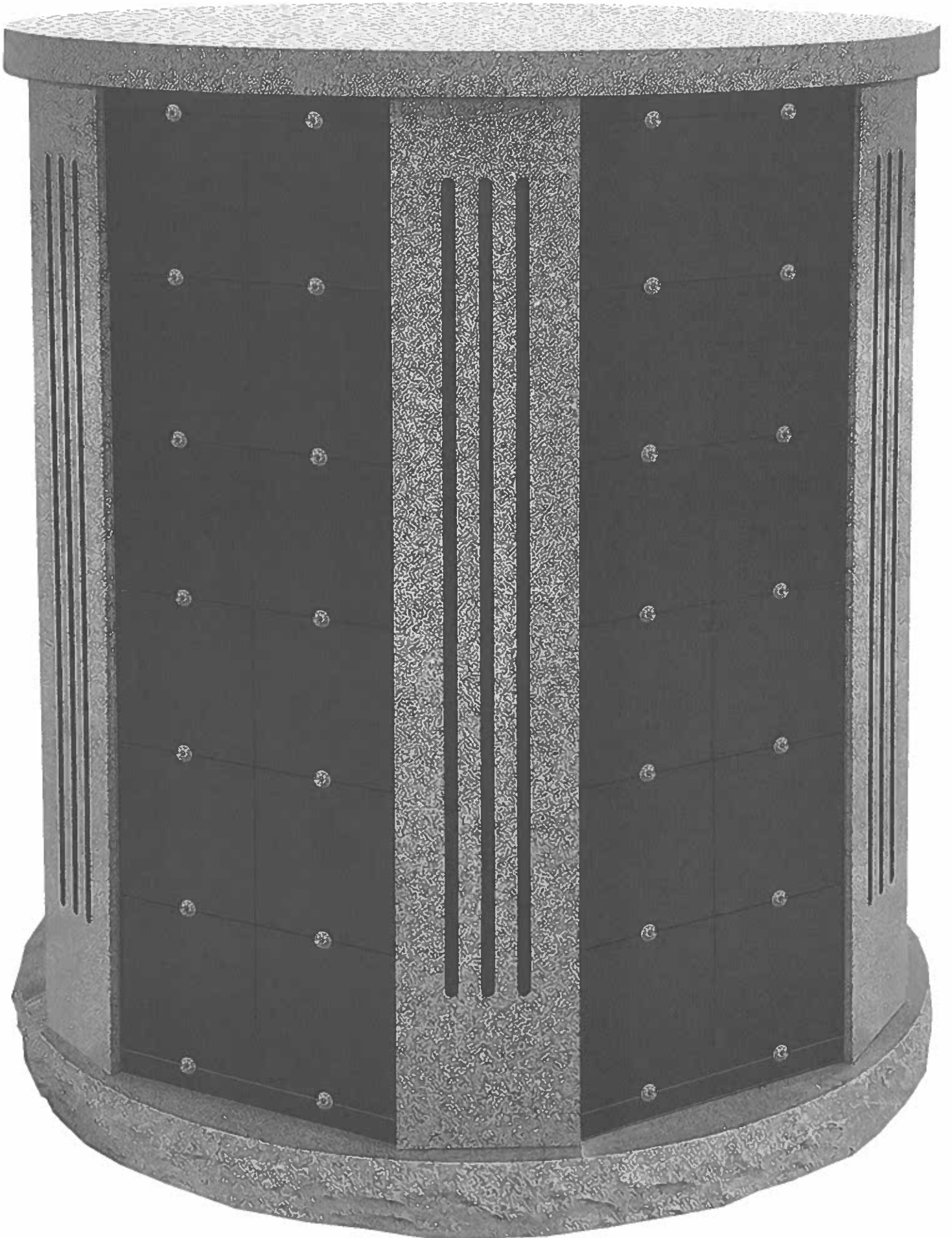
The following acts shall void this Warranty:

Damage to Goods resulting from neglect, gross negligence, operator abuse, vandalism, acts of war, unusual environmental or atmospheric conditions and natural disasters. All express warranties not set forth above are hereby disclaimed and expressly excluded. The sole remedy of a claimant hereunder is against Doric under the terms of this Warranty.

**IN NO EVENT SHALL DORIC BE LIABLE TO ANY BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THIS WARRANTY SETS FORTH THE SOLE REMEDY AGAINST DORIC OR ANY OF ITS SUCCESSORS OR AFFILIATED ENTITIES OR PERSONS.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, or the limitation of how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.





## EXHIBIT A

### EXPRESS WARRANTY

This Express Warranty (this "Warranty") shall be for a period of 25 years from the date of installation (the "Warranty Period"). This Warranty is subject to the Terms and Conditions that govern the sale of the goods described in such Terms and Conditions (the "Goods") in all respects, including, but not limited to the warranty limitations set forth in Section 12 thereof.

Doric Products, Inc. ("Doric") warrants to the purchaser of its Goods ("Buyer"), including but not limited to its columbaria, that it will, without charge, replace any Goods with new Goods or Goods of like kind and quality if the Goods are defective, that is if by reason of defective materials or workmanship, if the Goods fail to protect their contents.

This Warranty only covers the exterior and niche interior structure of the Goods and only if supplied and installed by Doric.

The following acts shall void this Warranty:

Damage to Goods resulting from neglect, gross negligence, operator abuse, vandalism, acts of war, unusual environmental or atmospheric conditions and natural disasters. All express warranties not set forth above are hereby disclaimed and expressly excluded.

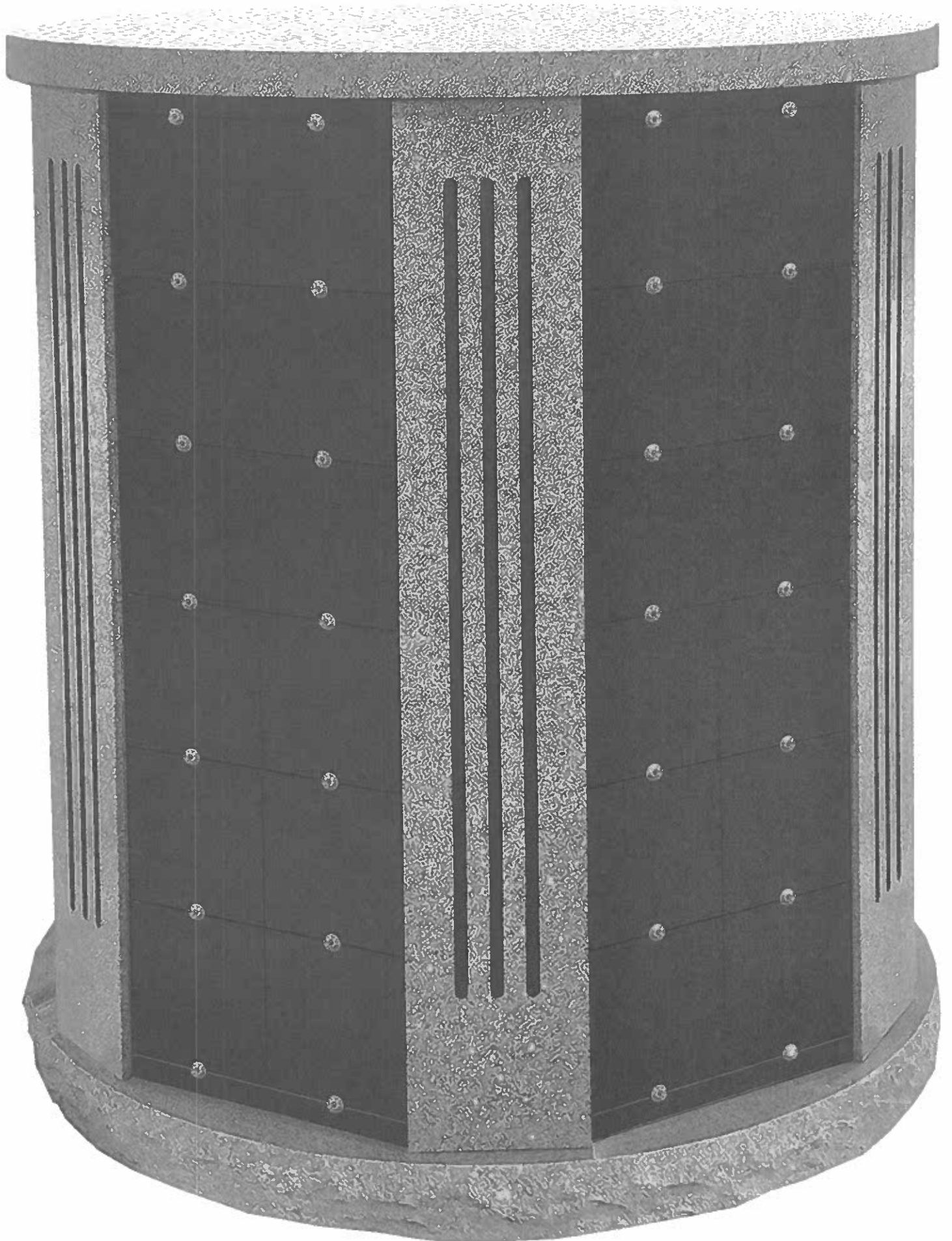
The sole remedy of a claimant hereunder is against Doric under the terms of this Warranty.

**IN NO EVENT SHALL DORIC BE LIABLE TO ANY BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THIS WARRANTY SETS FORTH THE SOLE REMEDY AGAINST DORIC OR ANY OF ITS SUCCESSORS OR AFFILIATED ENTITIES OR PERSONS.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, or the limitation of how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.







- Measure
- Select
- Mail List
- Layers
- Imagery
- Bookmark
- Legend
- Print

501 Sun Ln, Herington, KS, 67449, USA

Search result

### Parcel QuickRefID - R13017



Zoom to

**Owner Information:**

HUSBOW, LLC  
1650 INDY RD  
ABILENE, KS 67410

**Property Information:**

KSPID: 0212651600000009000  
Situs: 400 BLK SUN LN, Herington, KS 67449  
Type: Vacant  
Acerage: 0.36  
Tax Unit: 206

**More Information:**

[Appraisal Info](#)  
[Tax Information](#)

38.659 -96.989 Degrees



- Measure
- Select
- Mail List
- Layers
- Imagery
- Bookmark
- Legend
- Print

501 Sun Ln, Herington, KS, 67449, USA

Search result



**Parcel QuickRefID - R13006**

Zoom to

**Owner Information:**  
 HERINGTON, CITY OF  
 PO BOX 31  
 HERINGTON, KS 67449-0031

**Property Information:**  
 KSPID: 0212651600000001000  
 Situs: 497 TRAIL RD, Herington, KS 67449  
 Type: Exempt  
 Acentage: 211.40  
 Tax Unit: 206

**More Information:**  
[Appraisal Info](#)  
[Tax Information](#)

38.660 -96.989 Degrees

## **SALE AND PURCHASE AGREEMENT**

This Sale and Purchase Agreement is made on \_\_\_\_\_, 2026, between the CITY of HERINGTON, KANSAS, hereinafter referred to as "SELLER," and HUSBOW, LLC, hereinafter referred to as "BUYER."

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants of the parties hereto and the payment of the monies as herein provided, the parties enter into this Agreement on the terms and conditions hereinafter set forth.

### **SECTION 1** **RECITALS**

1.1 SELLER is the owner of the following described real estate located in Dickson County, Kansas, to-wit:

Approximately 1.7 acres located in the East Half (E½) of Section 16, Township 16 South, Range 4 East of the 6<sup>th</sup> P.M., Dickinson County, Kansas, as depicted in Exhibit A for reference only. Exact legal description to follow by survey.

which is hereinafter referred to as "PREMISES."

1.2 BUYER desires to purchase from SELLER and SELLER desires to sell to BUYER, the PREMISES, subject to the terms and conditions as hereinafter stated.

1.3 This Agreement contains all of the terms and conditions of agreement between the parties hereto relative to the subject matter hereof, and no other agreement relative thereto between them, whether past, present or future, shall be valid unless the same is reduced to writing and signed by each of the parties.

### **SECTION 2** **SALE AND PURCHASE**

2.1 SELLER hereby sells the PREMISES to BUYER and BUYER hereby purchases the PREMISES from SELLER.

### **SECTION 3** **PURCHASE PRICE**

3.1 The purchase price of the PREMISES is \$2,500.00, to be paid in full upon execution of this Sale and Purchase Agreement.

**SECTION 4**  
**WARRANTY DEED**

4.1 SELLER shall execute a general warranty deed, in a form acceptable to BUYER, conveying merchantable title to the PREMISES to BUYER free and clear of any liens or encumbrances except easements, restrictions and reservations of record, and special assessments, the payment of which is not due.

**SECTION 5**  
**TITLE INSURANCE POLICY**

5.1 SELLER shall provide a title insurance policy in the amount of the purchase price, written by a title insurance company authorized to do business in the State of Kansas, which title insurance policy shall except only easements, restrictions and reservations of record and special assessments, the payment of which is not due, and those exceptions and conditions ordinarily contained in title insurance policies written in Dickinson County, Kansas. A title insurance binder shall be delivered by SELLER to BUYER at least five (5) days before the date of closing, as herein set forth, and the title insurance policy shall be delivered promptly after the full performance of this Agreement and the deed, as described in Section 4, has been delivered to BUYER and filed of record. The cost of said policy shall be paid one-half (½) by SELLER and one-half (½) by BUYER.

**SECTION 6**  
**ATTORNEY'S FEES**

6.1 Each SELLER and BUYER shall pay their own respective attorney's fees.

**SECTION 7**  
**TENANTS**

7.1 SELLER is the tenant of the PREMISES.

**SECTION 8**  
**CONDITION OF PREMISES**

8.1 BUYER hereby acknowledges that BUYER has made a full and complete inspection of the PREMISES and BUYER is fully aware of any defects therein, and BUYER accepts the PREMISES in the present condition thereof and BUYER releases SELLER from any liability with respect to any patent or latent defects therein.

**SECTION 9**  
**TAXES AND ASSESSMENTS**

9.1 All taxes and assessments levied on the PREMISES and payable for the year 2025, and prior years, have been paid in full by SELLER. All taxes and assessments levied and payable for the year 2026 shall be prorated according to the date of delivery of possession to BUYER. All taxes and assessments levied and payable for the year 2027 and subsequent years shall be paid by BUYER.

**SECTION 10**  
**POSSESSION**

10.1 Possession shall be delivered by SELLER to BUYER at the time of closing.

**SECTION 11**  
**CLOSING DATE**

11.1 The closing date for this sale and purchase shall be May 11, 2026, or as soon thereafter as closing requirements can be met.

**SECTION 12**  
**INSURANCE**

12.1 All existing insurance on PREMISES shall be maintained by SELLER at SELLER'S expense until possession of PREMISES is delivered to BUYER. At the time of delivery of possession of the PREMISES to BUYER, SELLER shall be released of all insurance obligations. Loss prior to the date of closing, of up to fifty percent (50%) of the usable value of the PREMISES, shall not affect the obligation of the parties to fully perform this Agreement. In the event of a loss in excess of fifty percent (50%) of the usable value of the PREMISES prior to the delivery of possession, BUYER shall have the option to declare this Agreement null and void and all amounts paid by BUYER shall be repaid to BUYER.

**SECTION 13**  
**BROKER**

13.1 The parties hereby stipulate that they have not consulted with any real estate broker or salesman with respect to this sale, and the same is by private treaty.

**SECTION 14**  
**ASSIGNMENT AND SALE**

14.1 BUYER shall not sell, convey, transfer or assign any portion of this Agreement or any interest in the PREMISES prior to closing without the prior written consent of SELLER; provided, however, such written consent shall not be unreasonably withheld by SELLER.

**SECTION 15**  
**DEFAULT**

15.1 Time is of the essence in this Agreement and in the event either party defaults in their responsibilities or obligations hereunder, the non-defaulting party may pursue any remedies available at law or in equity as a result of said breach of contract. If, as a result of a default under this Agreement, the non-defaulting party employs an attorney to enforce their rights, the defaulting party shall reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and any other out-of-pocket costs incurred in the prosecution of a breach of contract action, or any other damages they may be entitled to under the applicable laws of the State of Kansas or the United States Government.

15.2 In the event of a default by BUYER, BUYER hereby expressly waives and releases any and all claims to the down payment paid by BUYER to SELLER.

**SECTION 16**  
**RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION**

16.1 The relationship of the parties is solely that of buyer and seller, and nothing herein shall create any other relationship or liability. In the event any claim is made against SELLER for damages arising out of or from the use or occupancy of PREMISES by BUYER, BUYER shall be solely responsible for such claim and shall indemnify SELLER against loss on the account thereof, including court costs and attorney's fees.

**SECTION 17**  
**COSTS**

17.1 In addition to the costs as otherwise herein provided, BUYER shall pay all costs of recording deeds.

**SECTION 18**  
**ESCROW AGENT**

18.1 The Escrow Agent shall be Security 1<sup>st</sup> Title, Abilene, Kansas.

18.2 The parties shall cause to be delivered to the Escrow Agent, the original of this Agreement, the down payment, the original of the general warranty deed and the title insurance binder.

18.3 The Escrow Agent, upon receipt of payments as herein provided, shall disburse the same to the order of SELLER.

18.4 Upon payment of the purchase price as provided herein, the escrow shall terminate and the deed shall be delivered to BUYER.

18.5 All fees of the Escrow Agent shall be paid one-half (½) by SELLER and one-half (½) by BUYER.

**SECTION 19**  
**INTERNAL REVENUE SERVICE REPORTING AGENT**

19.1 Security 1<sup>st</sup> Title is hereby designated as the real estate reporting person as defined in IRS Code § 6045(e).

**SECTION 20**  
**NOTICE**

20.1 Any notices or other communications required or permitted hereunder shall be deemed to have been properly given and delivered if in writing by such party and delivered personally or sent by facsimile, e-mail transmission or nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

SELLER:

City of Herington, Kansas  
\_\_\_\_\_  
\_\_\_\_\_

BUYER:

Husbow, LLC  
1650 Indy Rd.  
Abilene, Kansas 67410-6360

or to such other representative or at such other address of a party as such party may furnish to the other parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, facsimile or e-mail transmission, or (b) on the first business day following timely delivery to a national overnight courier service or (c) on the fifth (5<sup>th</sup>) business day following it being mailed by registered or certified mail.

20.2 SELLER and BUYER shall have the right to change their respective addresses for delivery of notice hereunder by specifying a new address in writing and delivering the written instrument specifying such new address to the other party hereto.

**SECTION 21**  
**COUNTERPARTS, FACSIMILE, ELECTRONIC**

21.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21.2 This Agreement may be executed by facsimile signature, which shall be deemed original for all purposes.

21.3 This Agreement may be executed by electronic means, including e-mail, according to the Uniform Electronic Transaction Act.

**SECTION 22**  
**CAPTIONS**

22.1 The captions contained herein are for the purpose of convenient reference and do not separately define, limit or describe the scope and intent of any section to the exclusion of consideration of all other provisions of the Agreement contained in all other sections.

**SECTION 23**  
**CONSTRUCTION**

23.1 The language used in this Agreement shall be deemed to be language chosen by all parties hereto to express their mutual intent, and no rule of strict construction against any party shall apply to any term or condition of this Agreement.

**SECTION 24**  
**SEVERABILITY**

24.1 Every provision of this Agreement is intended to be severable; if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remaining provisions of this Agreement.

**SECTION 25**  
**GOVERNING LAW**

25.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Kansas.

**SECTION 26**  
**APPLICABILITY**

26.1 This Agreement shall be binding upon the respective heirs, devisees, legatees, representatives, fiduciaries, successors and assigns as herein provided of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SELLER:

BUYER:

CITY of HERINGTON, KANSAS

HUSBOW, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

GREGORY C. HUSTON, Member

Title:

By: \_\_\_\_\_

TIMBERLY BOWERS, Member

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of the City of Herington, Kansas, SELLER.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2026, by GREGORY C. HUSTON and TIMBERLY BOWERS, Members of HUSBOW, LLC, BUYER.

\_\_\_\_\_  
NOTARY PUBLIC