

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
February 20, 2024
6:00 p.m.**

1. Pledge of Allegiance

2. Call to Order

3. Public Forum

4. Approval of Agenda

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

5. Consent Agenda

- I. Minutes of the Regular Commission Meeting February 6, 2024
- II. Reappointment of Nathan Lawrenz and Scott Stroda to the Board of Construction, Trades and Appeals for 3-year terms to end in February 2027
- III. December 2023 Library Board Minutes
- IV. December 2023 Convention and Visitor Bureau Minutes
- V. October 2023 BCTA Meeting Minutes

6. Consider Resolution for Temporary Exemption of licensing in Utility Vehicle Ordinance for April 6, 2024 Tri-County Free Fair Poker Run

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

7. Receive and File monthly Department Head Updates

- a. Fire Department
- b. Police Department

8. Consider lease agreement with Union Pacific on 5th Street Building for Fire Department

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

9. Consider Update to Personnel Policy to include Maternity/Paternity leave for City Employees

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

10. City Manager Comments

11. Commissioner Comments

12. Adjourn

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

DRAFT

**Regular Meeting
February 6, 2024
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 Robbin Bell, Commissioner Dan McDonald, Commissioner Dalton Scarff, Commissioner Cynthia Naylor, City Manager Brad Jantz, City Attorney Brad Jantz, City Clerk Megan Lawrenz, Water Plant Supervisor Leo Schlesener, Water Distribution Supervisor Cody Oswald, Wastewater Treatment Plant Supervisor Jason Alt, and Neighborhood Services Director James Masters. Also in attendance were Christina McDonald, David Leithoff, Rick Dalton, and Ed Mueller II.

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Public Forum – Rick Dalton - 609 S B St – Purchased property on Walnut – Meter can. Ed Mueller II – 1122 W Walnut – Purchase on H St – Meter can.

Approval of Agenda – Add 13a – D&A Free Fair Benefit Ride. Add 6a RV at Lake. Add 6b. Electrical Discussion – Commissioner Bell made a motion to approve the agenda, seconded by Commissioner Naylor. Motion carried 5-0.

Consent Agenda – Commissioner Bell made a motion to approve the following consent agenda items: Minutes of the Regular Commission Meeting January 16, 2024, Janet Wade and Marcus Hawkes Renewal of Membership to CVB (2-year term), seconded by Commissioner Naylor. Motion carried 5-0.

Engagement Letter for Lindburg, Vogel, Pierce, Faris for Audit services for the 2023 year – Audit to start 4/29/2024 – Commissioner Bell made a motion to approve the engagement letter from Lindburg, Vogel, Pierce, Faris and authorize the mayor's signature, seconded by Commissioner Naylor. Motion carried 5-0.

6a. Discussion on the RV at the lake – There has been an RV parked out there for three or four months. Staff will review ordinance requirements for removal.

6b. Discussion on Electrical Meter Code – There was discussion on the public forum items regarding meter can code requirements. Mayor Gares made a motion to refer electrical question regarding meter can code requirements to the BCTA board to have an answer back within two months, seconded by Commissioner Bell. Motion carried 4-1 with Commissioner McDonald casting the dissenting vote.

Receive and File Department Head Presentations and 2023 Updates –

Water Treatment –

1/4/2024

Mayor Gares

Herington city commissioners

My name is Leo Schlesener, this is my profile as an employee for the city of Herington, and a brief job summary for me and my achievements for 2023 and goals for 2024. I was summer help for 6 years prior to going full-time. I have been employed with the city for 35 years. During that time, I was Street Superintendent for 25 years. Cemetery Sexton for 29 years. Water plant superintendent for 1 ½ years, and a volunteer firefighter for 30 years and currently holding the position of assistant chief.

In august of 2022 I assumed the responsibility of Water plant superintendent. I have 1 employee besides myself that operates the plant. That is Andrew Reese. Since that time, we have operated the plant 24

hours a day. We maintain chemical feed levels, do maintenance on the equipment, do lab tests daily, and take samples for state testing. We have done a lot of cleaning up after the construction of the plant and made additional upgrades to the plant that were not done due to cuts in the project. Such as replaced the main concrete entrance, added Ozone injection point access, extended the retaining wall behind the plant, and got additional training and maintenance for us on the Ozone system. We also had several leaks on the raw water line that brings water from the lake to the plant. With those repairs brings me to the goals for 2024. The main goal for me is to work very closely with Mr. Moddie and get him any additional information that he might need to keep his work of getting the city a grant to replace the raw water line. He has completed the first step in getting the grant. My next task will be to get the whole town inventoried for lead and copper services. K.D.H.E. is mandating that all water systems have this done by October 2024. Cody Oswald, the water distribution superintendent, and I are working together to get this done. We will keep you updated on that process. K.D.H.E. is also strongly recommending that we install a backup generator at the pumphouse at the lake, you will be updated on this as well. The final item is to build a building to store our truck, forklift, and chemicals, since those items are not to be stored inside the plant, and in the design of the plant, storage for these items were not included in the plan.

I hope that this information is helpful to you about who I am and what we do at the plant. The office for the plant is at 435 south 5th street. Our normal hours are M-F 7:00-4:00 My cell phone number is 785-258-0426 If you ever have any questions or want to stop by you are welcome at any time.

Sincerely

Leo Schlesener

Water Distribution –

Water Distribution 2023 Accomplishments and 2024 Projects

My name is Cody Oswald. I have worked for the City of Herington for 5 years in the water distribution. In February of 2023 I took over as water distribution supervisor.

Water Distribution has two full-time employees. The meter reader position helps in my department when they are not reading meters or doing their day-to-day duties. We are responsible for water and sewer lines including any repairs or new installations of lines and services. We also do all locates of water and sewer lines when someone calls dig safe.

- For 2023 we finished our A street water line project. This included finishing hooking 20 water services to the new water main. Also, we were able to abandon 4 blocks of the old water line and remove two old fire hydrants.
- With the new Casey's building being built, we had contractors install a new 4-inch water main from the 800 block of East Trapp to the east side of the Casey's. Where we also had them install a fire hydrant. Once they finished installing the main the city went back and hooked up 6 houses, 1 church and 2 meters for Caseys. That allowed us to abandon the old line the was feeding those houses.

2024 Projects

- Install a fire hydrant at the airport to help fill tanker 95. Installing this fire hydrant will also help with fire protection. This project will consist of installing approximately 400 feet of 6-inch water line.
- I would like to start installing a new water line in north A street from Vine Street to Chestnut. We see a lot of water line breaks in this stretch of line.
- Lastly, I would like to start installing more water meter radio reads. The city has had a lot of the older water meters changed to the new style. This will help with the time it takes to read meters for monthly billing.

Sewer –

City of Herington

City Manager and Commissioners,

The Wastewater Treatment Facility (WWTF) is operated by 2 full time city employees Jason Alt and Cliff Stokes. Jason has been with the city for 24 years and has a Class 2 certification in both water and wastewater. Cliff has been with the city for 11 years and is working on his Class 1 certification. The facility runs 24 hours a day 7 days a week and the daily operation of the plant consists of daily readings on influent and effluent flow, removing rags and other debris out of the system, wasting sludge to the digester, dewatering biosolids and disposing of it on crop land, cleaning bulbs on the UV system weekly, monthly reports to KDHE and doing maintenance on all of the equipment.

Our facility is an Activated Sludge system which requires dissolved oxygen (DO) to break down the waste. The influent flow comes into the plant and the screw pumps lift the raw sewage up 15ft and then through a manual bar screen and then through a Parshall flume where it is metered. Next it goes to a division box where the flow is split 4 ways and then to the aeration basin which has 4 zones. From there it goes to one of the two clarifiers to start settling out the solids. We return some of the solids back to the aeration basin to keep the biological process going and we will waste some solids to the digester to get it out of the system. The solids get pumped to the screw press to get dewater. The clear water goes over the weirs of the clarifier to the UV system to get disinfected and then discharged into the creek.

The WWTF was upgraded to aeration in 1978 and all the major equipment is still being used. We have a hard time finding parts for the screw pumps. In 2020 we did phase 1 of the project and installed a screw press to dewater sludge instead of liquid applying sludge to the crop land. In 2023 we started the process of phase 2 of the project which will include replacing the screw pumps (3) with either screw pumps or submersible pumps, installing a mechanical bar screen for removing rags, installing (2) blowers for aeration and all piping, valves and diffusers, DO probes in aeration basin to monitor levels, a generator that will power all the facility, manure spreader and replace all the major electrical components. Around 2030 is scheduled to be phase 3 of the projects which will include new waste pump (1), return pumps (2), rebuild the clarifiers, and upgrade the UV system.

In 2024 we hope to have started the phase 2 upgrades because the equipment is old and wore out. If you have time someday stop by the facility and we will give you a tour.

Jason Alt

Wastewater Supervisor

Neighborhood Services Update –

February 6, 2024, City Commission Meeting

There were 17 complaints and 53 inspections since January 1, 2024.

Grass Violations

City Code Violations

1. Wrote 4 violations.

Building permits

1. Issued a total of 10 permits with 23 inspections.
2. Issued 1 building permit with 2 inspections.
3. Issued 4 electrical permits with 9 inspections.

4. Issued 4 mechanical permits with 4 inspections.
5. Issued 1 plumbing permit with 1 inspection.
6. 1 demolition inspections
7. 2 roof inspections

Services turn on.

1. 7 electrical service inspections
- 2 structural building inspections

Training Floodplain

1. January 17th and 18th
2. Basics on the NFPI

BCTA meeting

1. 8 building contractors were grandfathered in as General building contractors.
2. Next meeting scheduled for March 28th.
3. Code updates and review contractors for license.

Consider bid for repair of Raw Water line near Railroad, authorize Purchase of \$21,453.31 from Core & Main to be paid from Water Distribution and Water Treatment Budget – Commissioner Bell made a motion to approve the \$21,453.31 from Core & Main for the Raw Water Line Repair, seconded by Commissioner Naylor. Motion carried 5-0.

Consider funding to replace Raw Water Line near Railroad, for an amount not to exceed \$65,000 to be paid from Water Treatment Budget, Water Distribution Budget, and City Reserve Funds – Commissioner Bell made a motion to approve the bid from Ditch Diggers not to exceed \$80,000 for the Raw Water line repair, seconded by Mayor Gares. Motion carried 5-0.

Consider Updated FEMA Floodplain Ordinance – Commissioner Bell made a motion to approve the FEMA Floodplain Ordinance in the next sequential order and authorize mayor's signature, seconded by Commissioner Naylor. Motion carried 5-0.

Ampride ROW Vacation Consideration and Authorization of Survey - Mayor Gares made a motion to approve the petition subject to insertion of confirmed legal from licensed surveyor with a hearing to be held on March 5th and authorize the mayor's signature, seconded by Commissioner Bell. Motion carried 5-0.

Consider and Approve Agreement for Lift Station Maintenance with Casey's – Commissioner Bell made a motion to approve the Casey's Lift Station Maintenance Agreement and authorize the mayor's signature, seconded by Mayor Gares. Motion carried 5-0.

Consider Approval of Finalized UPTICC Agreement – Commissioner Bell made a motion to approve the Finalized UPTICC Agreement, seconded by Commissioner Naylor. Motion carried 5-0.

13a. Mayor Gares made a motion to direct staff to draft a Resolution to exempt registration requirements for ATVS for April 6, 2024, seconded by Commissioner Bell. Motion carried 4-1 with Commissioner McDonald casting the dissenting vote.

Consider dates for Governing Body Retreat in April 2024 – Staff was directed to see if April 5th is available.

City Manager Comments – Rescue truck has been sold, when the check clears, we will reimburse the County. Staff are working on potholes. Staff are working to get street sweeper out in the next couple weeks. The city's part of the lift station is complete at Casey's. Casey's anticipates opening late this month, or early March. Entering grant writing season, Thatcher has been working with the CVB on

upcoming grant opportunities. The firm is still working on the Comp plan, staff is anticipating a workshop in April with the planning commission.

Commissioner Comments

Commissioner Naylor – Nothing.

Commissioner Scarff – Nothing.

Commissioner McDonald – Brought up the restrooms near the pool. Stated the lights are on, staff informed him they are on a solar switch/timer. Mentioned utility bills for September and October from the Hospital.

Commissioner Bell – Nothing.

Mayor Gares – Made a motion to amend the agenda to add 16a – Directing Staff to produce a lien on the hospital property, seconded by Commissioner Naylor. Motion carried 4-1 with Commissioner Bell casting the dissenting vote. Staff requested some time to investigate this more before filing a lien.

Adjourn – Commissioner Bell Made a motion to adjourn, seconded by Commissioner Naylor. Motion carried 5-0.

Megan Lawrenz, City Clerk

DRAFT

HERINGTON PUBLIC LIBRARY - LIBRARY BOARD MINUTES

December 12, 2023

Present: Peggy Hilliard, Vice President. Karen Soliz, Secretary. Debbie Wendt. Karolyn Schlesener. Linda Polston.

Librarian: Shelly Wirtz.

Absent: John Thiessen, President.

Guest: Tandi Reiff

Convened: 4:33 P.M.

Agenda Approved with addition to "Others"; Girl Scouts. Motion by Linda, Second by Debbie. Unanimous.

Minutes Approved (November) Motion by Linda, Second by Karen. Unanimous.

Treasurers Report approved; Motion by Karen, Second. Unanimous.

a. Guest, Tandi Reiff presented update on insurance. She was last in attendance in October. She did comparative pricing with EMC, and AQUITY; each gave higher quotes and higher deductibles for comparable services. Nationwide quoted with longevity consideration for lower rates. Her recommendation was to continue with them. She expressed concerns with the present policy regarding the cash value of the building.

1. She recommends to insuring for the full replacement costs. This would bring premium to \$1,217.00 more annually.
2. Recommends increasing Workmans Comp from \$500,000.00 to \$1,000,000.00 at an increase of \$45.00 more; annually totaling \$432.00 from \$387.00.
3. Recommends increasing deductible from 1,000.00 to \$10,000.00 to reduce premium.
4. 3-year bond of \$300.00 Payment coming due; discounted for lower premium.

b. The Inspectors bill was estimated at \$373.75 Josh will contact B & K. Presently the alarm button should directly contact dispatch and include a motion sensor. Library must pay the cost and is asking City of Herington for assistance.

c. KVK acknowledges receipt of \$9,000.00 for installation of new air conditioner. They will bill for the balance.

d. Acknowledging receipt of Grant money from NCKLS and Service Improvement Grant.

e. The repair to the window seal is almost complete. David will send invoice.

f. Awaiting books from Brownstone Books. When they receive them, they'll be forwarded to us.

g. Christmas Crafts incredibly well attended per Susan Mueller.

h. Emergency Preparedness Policy was updated to 12/12/2023 with the inclusion of removing Pam Dalton as President and updating to John Thiessen. and changing Gary's phone number to his new one 785-571-7259. Unanimous approval.

i. Girl Scouts using Library for meetings was approved. Discussion if when children are involved if we should require finger printing of facilitator. The voting body felt it was unnecessary at this time, but should always be aware of responsibility to protect out "littles". Shelly will also check with Manhattan Director for recommendation. Shelly will review camera coverage of the meetings.

Meeting adjourned: 1758.

DRAFT

MINUTES OF REGULAR CVB MEETING 231227

Wednesday, December 27, 2023

City Office

6:00 P.M.

1.0 OPENING OF MEETING

Call Meeting to Order

Meeting was called to order at 5:58pm.

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

2.0 MINUTES

Motion to approve November minutes with modifications Rhonda (Janet) 5-0

3.0 TREASURER'S REPORT

\$10,441.57 bank statement balance. Motion to reimburse Janet for candy canes Amy (Cynthia) 5-0. Motion to pay Lawrenz bill for sign on Hwy 77 Cynthia (Janet) 5-0. Motion to reimburse Janet for conference Cynthia (Marcus) 5-0. Motion to reimburse Janet \$300 for January occupancy fee and up to \$300 for carpet cleaning and printer Amy (Rhonda) 5-0.

5.0 AGENDA

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

5.0 OLD BUSINESS

Occupancy agreement-enter into January 1, 2024 for 6 months at \$300/month. After that time, CVB will reevaluate based on actual utilities through June. CVB will consider a possible proration based on square footage used after 6 months. Motion to approve Janet (Cynthia) 5-0.

Marketing Plan-deferred to work session

Window Clings-Jacki still needs to meet with Rhonda Levens

Hwy 77 lights-postpone until April. Marcus will choose lights in the meantime.

Tourism Marketing Grant-will be utilizing Google Workspace. Zoom meetings with Locable have taken place to help with website design. A business list is being finalized.

Map-Janet and Rhonda had a zoom meeting with Lindsay Kernodle and worked out a draft map. Ms. Kernodle will give CVB another draft by January 17th. 11x17 maps with six panel of information have been decided upon.

Herington Video Project-still in motion. The software used to create the videos will be changing.

6.0 NEW BUSINESS

Happy Doxie proposal-unfortunately there is not enough funds in our budget at this time

CVB Bylaws-the city manager and attorney are working on these. They will need to be discussed at a future work session. Cynthia will follow up with the city manager.

Roundtable events and open house-TBD time and date. Amy will invite area businesses and organizations. Rhonda will try to get Amy access to the website. Hopefully event can take place in February.

Proposal from Ad Astra Directive-CVB needs a new logo. Janet presented Ad Astra Directive's proposal for consideration. Board members should let Janet know if they have any questions. We will discuss further at the January 17th meeting. Rhonda would like a quote from the local marketing company located on Broadway in Herington.

AARP Commercial grant-tabled

Meeting was adjourned at 7:42pm Cynthia (Marcus) 5-0.

DRAFT



THE CITY OF HERINGTON

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

Telephone: (785) 258-2271

FAX: (785) 258-3552

BOARD OF CONSTRUCTION, TRADES, AND APPEALS MINUTES

HERINGTON CITY HALL

4:30 PM, Thursday, October 26, 2023

WELCOME AND CALL TO ORDER

Chase Krause called the Board of Construction, Trades, and Appeals (BCTA) meeting to order, on Thursday, April 27, 2023, at City Hall. The members present were Scott Stroda, Andy Urbanek, Nathan Lawrenz, and Jeff Ledy. Mayor Robin Bell and Neighborhood Services Director James Masters were also present.

Members Absent: Will Justice and Ron Pryor

PUBLIC COMMENT PERIOD

Mayor Robin Bell thanked the Board of Construction, Trades, and Appeals for the hard work and time on updating the city code.

APPROVAL OF MINUTES

Scott Stroda made a motion to approve the minutes and Jeff Ledy seconded the motion. Motion passed 5-0.

APPROVAL OF THE AGENDA

Andy Urbanek made a motion to approve the agenda and Nate Lawrenz seconded the motion. Motion passed 5-0.

OLD BUSINESS

Board members discussed updating the City Code to change the license requirements for electrical, mechanical, and plumbing and add requirements for building licenses.

James Masters presented the adding the word "required" to Section 4-1302, (a). This would set a \$20 dollar fee for every required inspection that can be applied to the permit fees when a permit is issued. James also presented adding the sentence "General laborers are not required to be licensed apprentices but are not able to call for inspections or lead projects." to the end of Section 4-1306, Apprentices. Andy made a motion to add the new wording to the ordinance and Nathan Lawrenz seconded the motion. The BCTA discussed the changes and agreed this would be good. Motion passed 5-0.

NEW BUSINESS

Adopt new bylaws. James Masters explained that he was looking into some bylaws that the BCTA could adopt. Updating ICC Codes.

James Masters talked about getting together after the first of the year to look at some ordinances to adopt new code books. He explained that the city's national insurance ratings for the citizens are better when the city has code books adopted that are within 6 years of the current date. Adopting code books is expensive if we adopt the current 2021 ICC codes and the

2020 NEC. Updating code books will is not necessary for 6 years.

NEXT MEETING DATE

Andy Jeff Ledy made a motion to hold the next BCTA meeting on January 25, 2024 at 4:30 pm at City Hall. Nathan Lawrenz seconded the motion. Motion passed 5-0.

ADJOURNMENT

Scott Stroda made a motion to adjourn with a second by Andy Urbanek. Motion passed 5-0.

Chase Krause, Vice-Chairman

James Masters, Neighborhood Services Director

DRAFT

RESOLUTION NO. ____

A RESOLUTION GRANTING TEMPORARY EXEMPTION FROM THE REQUIREMENTS OF ORDINANCE NO. 1736, CHAPTER V, ARTICLE 2, SECTION 5-210 PERMIT REQUIRED TO OPERATE WITHIN THE CITY LIMITS OF THE CITY OF HERINGTON, DICKINSON COUNTY, KANSAS

WHEREAS, the City of Herington, Kansas generally prohibits operation of utility vehicles without prior permitting from the City of Herington

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 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 from the licensing requirements should be granted for the entirety of April 6, 2024.
2. The exemption shall apply only to Utility vehicles, as defined or authorized in section 5-206, may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city; provided, however that no utility vehicle may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour. No utility vehicle shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a utility vehicle from crossing a federal or state highway with a posted speed limit greater than 30 miles per hour.
3. The exemption shall be allowed on Saturday, April 6th, 2024, from 9:00 a.m. until 7:00 p.m. at which time such temporary exemption shall expire.
4. Such an exemption shall apply for those who are involved in the Tri-County Free Fair Poker Run on April 6, 2024. Police reserve the right to make traffic stops for Utility Vehicles, verify insurance and identification before, during or after the event.

ADOPTED AND APPROVED by the Governing Body of the City of Herington, Dickinson County, Kansas this ____ day of February 20, 2024.

Eric Gares, Mayor

ATTEST:

Megan Lawrenz, City Clerk

DRAFT

LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE (“Lease”) is entered into on _____,
between **UNION PACIFIC RAILROAD COMPANY** (“Lessor”) and **CITY OF HERINGTON, HERINGTON FIRE DEPARTMENT**, a Kansas Fire Department, whose address is 700 South Broadway St , Herington, Kansas 67449 (“Lessee”).

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises (“Premises”) at Herington, Kansas, shown on the print dated February 6, 2024, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for the storage of emergency response equipment, trailers, generators, fire trucks, firefighting apparatuses, wood and hay for firefighting training purposes, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence on _____, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

- A. Lessee shall pay to Lessor, in advance, fixed rent of One Thousand Seven Hundred Dollars and 00/100 (\$1,700.00) per annum. The rent shall be automatically increased by three percent (3%) per annum, cumulative and compounded.

- B. Not more than once every three (3) years Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article 4. WARRANTY OF IMPROVEMENTS

- A. Lessee hereby warrants that Lessee is the lawful owner of all the right, title and interest in and to any and all improvements located upon the Premises. Such improvements include, but are not limited to a warehouse.

- B. Lessee assumes all obligations under this Lease with respect to the improvements, including the removal of the improvements upon the expiration or termination of this Lease at Lessee's sole cost and expense.

Article 5. INSURANCE.

- A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.
- B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.
- D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Project No. 0795346.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:
UNION PACIFIC RAILROAD COMPANY

Lessee:
**CITY OF HERINGTON, HERINGTON
FIRE DEPARTMENT**

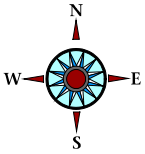
DRAFT

By: _____

By: _____

Director - Real Estate

Title: _____



RAILROAD LOCATION PRINT

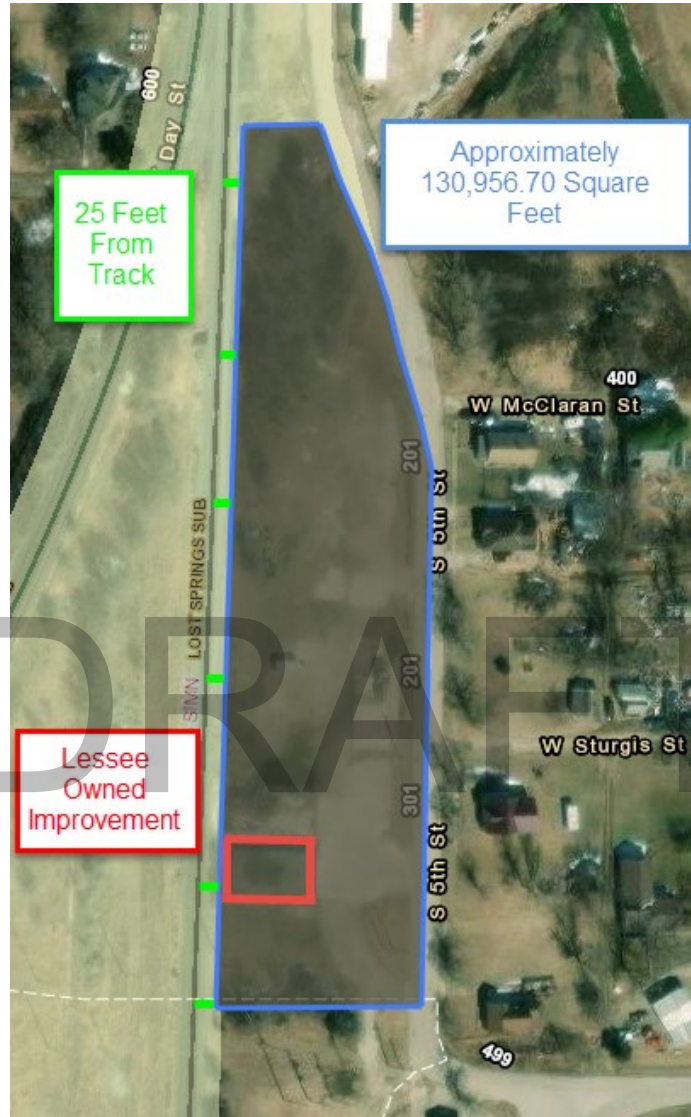


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LAT/LONG: 38.668332961309844, -96.9494097530125
Herington, Dickinson County, Kansas.

Project No. 0795346

Date: February 6, 2024

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or

any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the

Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Section 23. WATER WELL(S).

The installation of new water well(s) or use of existing water well(s) or other equipment or facilities designed to secure potable or non-potable water from sources on the leased premises, or from any adjoining property owned or operated by Lessor, is prohibited.

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

- E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor’s negligence whether sole or partial, active or passive, and shall not be limited by Lessee’s liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers’ liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.



Project: 0795346

CITY OF HERINGTON, HERINGTON FIRE DEPARTMENT
700 South Broadway St
Herington, Kansas 67449

RE: Lease Covering Use of Railroad Property at Herington, Kansas

Dear Lessee;

Attached for your permanent record is a fully executed original of the above-referenced Lease.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Lessee shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. In any event, you should thoroughly review the terms and conditions of this Lease.

In compliance with the Internal Revenue Service's policy regarding Form 1099, please be advised that 946001323 is Union Pacific Railroad Company's Federal Taxpayer Identification Number and we are doing business as a corporation.

All future insurance notices should be forwarded to:

Collin J Koory- Real Estate Department
Project: 0795346
Union Pacific Railroad
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

Sincerely,

Collin J Koory
Analyst Finance - Real Estate
(402) 544-6041
cjkoory@up.com

E.14 Paid Parental Leave

- a. Every parent shall be eligible to receive paid parental leave following the birth or adoption of a child.
- b. Every parent who is the primary caregiver shall receive up to six weeks of paid parental leave.
- c. Paid parental leave authorized under this policy provides leave with 100 percent of regular salary and benefits.
- d. Employees utilizing paid parental leave shall continue to accrue vacation and sick leave per City of Herington rules and regulations, during the period of parental leave. Official and observed holidays for the City of Herington shall not be counted against parental leave.
- e. Paid parental leave shall run concurrently with Family and Medical Leave Act leave if the employee is eligible.
- f. Paid parental leave is available for any birth or adoption that occurs on or after January 01, 2024
- g. Paid parental leave shall be taken within the six weeks immediately following the birth or adoption of a child. Paid parental leave may not be donated and any such leave not utilized within the six weeks referenced above shall be forfeited.
- h. Paid parental leave is available to all benefits-eligible City of Herington employees.
- i. If both parents are City of Herington employees, each parent shall receive parental leave, which may be taken concurrently or consecutively.