

CITY OF ABILENE
AIRPORT ADVISORY COMMITTEE
MEETING AGENDA

September 1, 2021 at 4:00 p.m.
Abilene Public Library
209 NW 4th St. Abilene, KS 67410

Agenda Item
Call to Order.
Approval of Agenda.
Approval of minutes from March 3, 2021.
Business. 1. Seasonal Ag Spraying and spill mitigation update and discussion.
Adjournment.



CITY OF ABILENE
Item for Airport
Advisory Committee

Meeting Date:

9/1/2021

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Airport

Marcus Rothchild

AGENDA ITEM HEADING:

Aerial spraying at the Abilene Municipal Airport

BACKGROUND:

Over the last 5-6 years there have been multiple discussions and questions raised regarding proper operation of seasonal ag sprayers at the Abilene Municipal Airport. In the past, the airport board and City Water department voiced concerns of a potential spill due to the location of a major water source and well below the Airport location. The City Commission approved a seasonal spray lease agreement that has been used by a variety of companies over the last few years. Although this agreement addressed containment when filling the planes, it did not specify containment for their trailers that were used to fill the planes and that held the chemicals, water, and pumps. During the spring season of 2021 a spill was identified as coming from a pump on the trailer which caused City Staff to put a halt to all seasonal spray operations. Currently, we need to review the process and seasonal spray agreement. Then we can discuss an acceptable procedure so that we can safely welcome ag sprayers back to the Abilene Municipal Airport. Included with this packet is an updated Spill Prevention, Control, and Countermeasures Plan that was completed in May of 2021, and the current seasonal ag spraying lease agreement.

FISCAL NOTE:

COMMISSION ACTION:

SPILL PREVENTION, CONTROL, AND COUNTERMEASURES PLAN

City of Abilene
Abilene, Kansas 67410

Date of Plan: May 21, 2021

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Title: Qualified Facility SPCC Plan

1. INTRODUCTION

This Spill Control and Countermeasures Plan (SPCC) contained within this document have been prepared according to the requirements of Kansas State regulations listed in KAR 4-13-25. The purpose of the plan is to prevent and mitigate discharges of agricultural chemicals away from the storage and use facilities. The following issues have been considered during the preparation of this plan and are included as appropriate:

- Practices and procedures devoted to the prevention of spills.
- Procedures for containment should a spill occur.
- Plans for removal and disposal of spilled and/or contaminated materials.

The plan will be amended within six (6) months of a change in facility design or operation which affects the facility's potential for discharge of agricultural chemical products into the environment. This plan shall be reviewed under the supervision of the public works director and airport manager every five years and amended as appropriate.

In addition to the minimal prevention standards described in this Plan, we have reviewed other applicable requirements for discharge prevention and containment procedures outside of the SPCC requirements to meet any more stringent State rules, regulations, and guidelines.

2. FACILITY IDENTIFICATION

Facility Name:	City of Abilene – Airport
Facility Street Address:	801 S Washington St, Abilene, KS
Facility Mailing Address:	601 NW 2 nd Street, Abilene, KS 67410
Facility Phone Number:	785-263-3970
Latitude/Longitude:	38 deg 54'25.70 97 deg 14'00.00
Owner Name:	City of Abilene
Owner Address	601 NW 2 nd Street, Abilene, KS 67410
River Drainage Basin:	Mud Creek
Nearest Surface Water Body:	Mud Creek
Distance:	1 mile to the East
Facility Response Coordinator:	Lon Schrader
Working Hours Phone Number	785-263-3510

← should it be
City Hall address?

Title: Qualified Facility SPCC Plan

3. CERTIFICATION STATEMENTS

3.1 MANAGEMENT CERTIFICATION

This Spill Prevention, Control, and Countermeasure Plan (SPCC) for the City of Abilene is fully supported by the management of the City of Abilene. The City will implement this plan and amend it as needed due to expansions, modifications, and improvements at the Abilene location. In addition, the management of the City of Abilene commits the manpower, equipment, and materials required to expeditiously control and remove any quantity of agricultural chemicals discharged that may be harmful.

Does this mean the City is responsible for cleaning up trash, etc.

Public Works Director

Date

I believe that the submitted information is true, accurate, and complete.

1. I am familiar with the applicable requirements of K.A.R. 4-13-25
2. I have visited and examined the facility.
3. This Plan was prepared in accordance with accepted and sound industry practices and standards.
4. Procedures for required inspections and testing have been established in accordance with industry inspection and testing standards or recommended practices.
5. I will fully implement the Plan.

I also understand my other obligations relating to the storage of agricultural chemicals at this facility, including, among others:

1. To report any releases of discharges in the environment to the appropriate authorities. Notification information is included in this Plan.
2. To review and amend this Plan whenever there is a material change at the facility that affects the potential for a chemical discharge, and at least once every five years. Reviews and amendments are recorded in an attached log [See Five Year Review Log and Technical Amendment Log in Attachments 1.1 and 1.2.]

I certify that I have satisfied the requirement to prepare and implement a Plan under KAR 4-13-25 all the requirements under KAR 4-13-25. I certify that the information contained in this Plan is true.

Signature: _____

Name (please type or print): _____

Title: _____ Date: _____

Title: Qualified Facility SPCC Plan

Record of Plan Review and Amendments

Five Year Review:

Complete a review and evaluation of this SPCC Plan at least once every five years. As a result of the review, amend this Plan within six months to include more effective prevention and control measures for the facility, if applicable. Implement any SPCC Plan amendment as soon as possible. Document completion of the review and evaluation and complete the Five-Year Review Log in Attachment 1.1.

This SPCC Plan will be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects the potential for a discharge to navigable waters or adjoining shorelines. Examples include adding or removing containers, reconstruction, replacement, or installation of piping systems, changes to secondary containment systems, changes in product stored at this facility, or revisions to standard operating procedures.

Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template. **[See Technical Amendment Log in Attachment 1.2]**

Title: Qualified Facility SPCC Plan

4. FACILITY DESCRIPTION, DRAINAGE, AND DIAGRAM

4.1 Facility Description

The City Airport is classified under the primary Standard Industrial Classification (SIC) code of 44581 – Airports, Flying Fields, and Airport Terminals. This a municipal airport that has some maintenance and fueling operations and has seasonal crop-dusting operations. The design of the runway would allow no more than a 600-gallon chemical tank on aero transport planes. In addition to the current FBO having crop dusting operations the city also rents out space on the airport for seasonal operations.

4.2 Facility Location Map and Diagram

A facility location map is in **Appendix B**. A diagram of the facility is also provided (**Appendix B**) which shows the locations where agricultural chemicals are stored in containers (greater than 55 gallons liquid measure or greater than 100 pounds net dry weight), tanks, and equipment which are subject to the Kansas Regulations. The diagram also shows all transfer stations and connecting piping (if applicable).

4.3 Drainage

Impervious areas account for a small percent of the total property area. Facility drainage pathways and control structures are illustrated on the facility diagram (in appendix B) and discussed in various sections of the plan. In general, chemical storage areas near drainage must be engineered and controlled through adequate secondary containment to prevent agricultural chemicals from reaching critical water areas such as drainage paths that would to city water systems or surface waters.

The airport has natural drainage that would flow to the south of the airport property where there are two direct paths to the city drinking water system. If the drainage would go to the east, it would end up in Mud Creek about 1 mile away.

4.4 Agricultural Chemical Storage Information

The term "bulk agricultural chemicals" means any agricultural chemicals, whether liquid or solid, that is kept at ambient temperature and pressure and is stored, loaded, or unloaded in an individual container of undivided capacity in quantities identified in K.A.R. 4-13-25b. The facility should be constructed of materials that contain spills, prevent runoff, and avoid leaching of the agricultural chemicals being mixed, loaded, or unloaded. The following are requirements for bulk agricultural chemicals containers:

- a) Each container shall be designed to handle all operating stresses, including static pressure, pressure buildup from pumps and compressors, and any other mechanical stresses. Each container shall be chemically compatible with the agricultural chemicals it holds.
- b) Each bulk agricultural chemicals container connection shall be equipped with a shutoff valve accessible and located within the secondary containment.
- c) Except while the agricultural chemicals are being removed from the container, shutoff valves shall be left either closed or locked otherwise secured from access.
- d) Each bulk agricultural chemicals container used for storage shall be marked clearly to identify the agricultural chemicals stored in the container.

A facility is subject to the requirements of K.A.R. 4-13-25 if any of the following conditions are met:

- a) A cumulative total of 1,000 gallons or more of liquid bulk agricultural chemicals is transferred away from the facility during any consecutive 365-day period.
- b) A total of 1,000 gallons or more of liquid bulk agricultural chemicals is stored, held, or maintained at the facility at any time.
- c) A cumulative total of 3,000 pounds or more of dry bulk agricultural chemicals is transferred away from the facility during any consecutive 365-day period.

Total Loss?

Title: Qualified Facility SPCC Plan

- d) A total of 3,000 pounds or more of dry bulk agricultural chemicals is stored, held, or maintained at the facility at any time.

The Airport (FBO) has a chemical storage area on the north side of the terminal and hangar. The airplane loading area has a designed secondary containment that meets the containment requirements. The entire loading area and plane is covered by secondary containment.

Additional storage and transferring areas are now covered by secondary containment.

In the future all temporary spraying operations on the airport must have adequate secondary containment.

5. SPILL PREVENTION

5.1 Procedures

5.1.1 Standard Procedures for Unloading Vendor/Owned Tank Trucks

- 5.1.1.1 Be sure the tank trailer is accurately spotted; brakes are set, and vehicle is turned off.
- 5.1.1.2 The driver must remain with the vehicle during the entire unloading period
- 5.1.1.3 Make sure the tank being filled is vented before connecting the loading line.
- 5.1.1.4 Read the level indicator or visually inspect the receiving tank to be sure that sufficient space is available to receive material being transferred.
- 5.1.1.5 Remove the tank trailer hose carefully to prevent spills. Clean and spills/drips promptly
- 5.1.1.6 Be sure connections between dispensing and receiving tanks are secured before opening the valves for liquid transfer.
- 5.1.1.7 Start pump and check to be sure there is no leakage at any of the connections or anywhere along the transfer lines. Routinely check the level gauge on the receiving tank as it is being filled. If a leak is present, immediately stop the pump, shut the valves, and repair the leak.
- 5.1.1.8 After liquid has been transferred, stop pump, close all valves, disconnect loading or unloading line, replace closures on valve lines, inspect the lowermost drain and all outlets of vehicle for leakage and correct as necessary, and release tank truck.

5.1.2 Standard Procedures for Airplane Loading

- 5.1.2.1 Park adjacent to the pump. Set brakes.
- 5.1.2.2 Leave enough space to walk between the pump and the vehicle
- 5.1.2.3 The driver of the vehicle must always remain with the vehicle –at the fill port.
- 5.1.2.4 Clean up drips/spills promptly
- 5.1.2.5 When have you completed loading, turn off pump, and replace dispenser.

5.1.3 Standard Procedure for portable containers and drums

- 5.1.3.1 Spot portable tank or drum as close to the receiving container or reservoir as possible.

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- 5.1.3.2 Use funnels to prevent minor spills.
- 5.1.3.3 The container should be closed after adding or removing material from it.
- 5.1.3.4 Take out of service any drum, pump or other equipment that is leaking until repaired or replaced.
- 5.1.3.5 Wear appropriate PPE. (gloves, safety glasses)
- 5.1.3.6 Know where the nearest spill kit is located.
- 5.1.3.7 Clean up any spills/drips promptly.
- 5.1.3.8 All containers must be labeled of its contents.

5.2 Routine Inspections and Maintenance

5.2.1 Bulk Storage

- 5.2.2 Each owner/operator shall inspect the bulk agricultural chemicals storage facility and secondary containment, including all appurtenances, at least monthly for any defects, including the following: corrosion, leaks, cracks, spills, gaps, tears, cross-contamination, and structural and equipment defects. The owner/operator shall promptly correct any defect within 24 hours.
- 5.2.3 The owner/operator should make a record of each inspection performed including the date, if a defect was found, a description of any repairs performed and if a discharge more than 55 gallons occurred.

5.2.4 Storm Water

- 5.2.4.1 After a storm event, water that has accumulated in secondary containment will be inspected.
 - 5.2.4.1.1 If evidence of a release is **not** present, the water will be released from containment onto the ground or into the storm water drainage system.
 - 5.2.4.1.2 If there is a release or spillage is noted, the water will not be released, but will be treated or pumped from the containment into a storage tank for storage or disposal.
- 5.2.4.2 Storm Water Drainage Form in **Appendix E** needs to be completed and filed when we drain precipitation from a secondary containment structure. *[Alternatively, storm water bypass records required by an NPDES permit.]*

5.3 Inspections and Integrity Testing

- 6.3.1 Inspection and Maintenance of Equipment: The storage tanks and associated piping shall be inspected monthly for any damage, leakage, or wear. A visual inspection of seams (including the underside, where possible) shall be included. All field constructed aboveground containers must be evaluated if undergoing repair, alteration, reconstruction or change in service that might affect risk of a discharge or failure due to fracture or other catastrophe. Such evaluation must also be taken when there has been a discharge or failure due to fracture or catastrophe.
- 6.3.2 During monthly inspection, inspect the visible discharge which results in a loss of chemical from the containment, including, but not limited to seams, gaskets, piping, pumps, valves, rivets and bolts, leaks should be promptly corrected and oil in dikes are promptly responded.
- 6.3.3 Aboveground valves, piping, and appurtenances such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports,

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locking of valves, and metal surfaces are inspected regularly to assess their general condition.

- 6.3.4 You must keep comparison records for the tanks, container supports, and foundations used to support containers. These records should be kept in this SPCC Plan Book for the length of these items at your facility.
- 6.3.5 The inspector will set an inspection schedule based on his inspection results. Bulk container inspection matrix prepared for this facility is found at Appendix B for frequency, qualifications, and method of inspection.
- 6.3.6 Most tanks are small and employee filling the tank will be observing the fill port.
- 6.3.7 Recordkeeping: The Manager will keep written procedures and a record of the inspections and tests signed by the appropriate supervisor or inspector with this SPCC Plan Book for a period of 3 years.

5.4 Security

- 5.2.5 To prevent a spill or release from being caused by accidental or unknown entry or vandalism, several security measures have been taken as noted below:
 - 5.2.5.1 Adequate lighting for the detection of spills by both facility personnel and the public.
 - 5.2.5.2 Lighting is installed to ensure spills occurring during hours of darkness are discovered, both by operating personnel, if present, and by non-operating personnel (the public, local police, etc.), and to prevent spills occurring through acts of vandalism.
 - 5.2.5.3 Lock all dispensing devices and power is shut off when no employee is at facility.
 - 5.2.5.4 All master flow and drain valves are secured when not in use.

5.5 Employee Training

- 5.2.6 Training is required for agricultural chemical handling employees. These personnel at the facility will be trained in:
 - o The laws and regulations regarding spills, releases, and pollution control.
 - o The contents of this SPCC Plan
 - o The operation and maintenance of equipment to prevent discharges.
 - o General facility operations
 - o Known discharges or failures and malfunctioning components
 - o Recently developed precautionary measures
- 5.2.7 Spill prevention and response training will be conducted at least annually. Informal briefings will be held periodically through the year to update employees on changes in the regulations, laws, or in-house procedures.
- 5.2.8 Training records will be maintained with the SPCC Plan in the appendix for 3 years. If any training records for the facility are maintained in another filing system, this will be noted in the appendix.

5.6 Definitions:

- 6.6.1 "Bulk agricultural chemicals container" means any receptacle or device in which an agricultural chemical is stored, mixed, treated, disposed of, or handled in any manner in quantities greater than 55 gallons liquid measure or quantities greater than 100 pounds net dry weight.

Title: Qualified Facility SPCC Plan

5.6.2 "Discharge" means any spilling, leaking, depositing, pumping, dumping, or emptying, whether accidental or intentional, resulting in the release of an agricultural chemical or material containing an agricultural chemical. This term also excludes the normal washing and rinsing activities on a mixing and loading pad.

5.6.3 Secondary Containment Requirements

All bulk agricultural chemicals should be stored within secondary containment. The containment capacity shall be at least 110 percent of the capacity of the largest single bulk agricultural chemicals container in addition to the displacement of tanks, appurtenances, fixtures, equipment, and material located within the secondary containment. The containment must meet the following requirements.

- a) Be constructed of steel, reinforced concrete, or any other materials of sufficient thickness, density, and composition to contain any discharged agricultural chemicals material.
- b) Be leakproof with cracks, seams, and joints sealed.
- c) For liquids, be capable of withstanding the static pressure resulting from the secondary containment being completely filled with a liquid.
- d) A soil liner shall not be considered adequate. Masonry block, asphalt, earthen materials, clay, and prefabricated bentonite liners shall not be used as secondary containment.
- e) The floor of the containment shall drain to a sump or other specific point of recovery, which should be emptied daily in accordance with K.A.R. 4-13-25.
- f) Secondary containment shall be constructed to allow the interior and exterior of the walls to be viewed.
- g) A synthetic liner used to line the secondary containment shall be installed and maintained according to the manufacture.

Sorbent materials Insoluble materials or mixtures of materials (packaged in forms such as spill pads, pillows, socks, and mats) used to recover liquids through the mechanisms of absorption, adsorption, or both. Materials include clay, vermiculite, diatomaceous earth, and man-made materials. Used to isolate and contain small drips or leaks until the source of the leak is repaired.

Commonly used with material handling equipment, such as valves and pumps. Also used as an active containment measure (or countermeasure) to contain and collect small volume discharges before they reach waterways. Proper use of these materials may require a properly equipped and trained spill response team specifically trained to contain an oil discharge prior to reaching navigable waters or adjoining shorelines

Drip pans: Used to isolate and contain small drips or leaks until the source of the leak is repaired. Drip pans are commonly used with product dispensing containers (usually drums), when uncoupling hoses during bulk transfer operations, and for pumps, valves, and fittings.

Sumps and collection systems: A permanent pit or reservoir and its associated troughs/trenches that collect oil. The general secondary containment provision applies to all areas of a facility that have a potential to cause an oil discharge.

Title: Qualified Facility SPCC Plan

6. SPILL RESPONSE AND COUNTERMEASURES

6.1 Spill Response Actions

6.1.1 See Appendix I

6.2 Management of Collected Spill Material

- 6.2.1 Each owner/operator shall recover promptly any discharge. The owner/operator may use the recovered agricultural chemicals for its intended purpose if it can be used according to the labels or labeling. The owner/operator shall dispose of, in accordance with the label, any recovered agricultural chemicals that cannot be used.
- 6.2.2 The owner/operator shall notify the secretary within 48 hours of any discharge not contained by secondary containment.

6.3 Spill Kit Locations and Contents

Spill Kit Location	Spill Kit Contents/Inventory
	• absorbent socks • bagged absorbent • absorbent pads • buckets • dustpan • disposal bag

6.4 Spill Notification and Reporting – See Appendix J

7. AGRICULTURAL CHEMICALS SPILL HISTORY

Description of Event	Date	Approximate Volume released	Released into? (ground, storm water pond, storm water catch basin, etc.)
Loading operation of a seasonal crop duster – inadequate secondary containment for loading of airplane caused minor amounts of liquids on runway area where they were storing chemicals. Public works cleaned it up and removed soil that was near the release.	May 2021	Unknown	Ground but cleanup occurred within hours of discovery and 1 foot of topsoil was removed for over 20 feet and will be properly disposed of.

8. REVISIONS

8.1 Changes to Facility or Operations

Title: Qualified Facility SPCC Plan

8.1.1 This SPCC Plan is to be amended whenever there is a change in Facility design, construction, operation, or maintenance procedure that materially affects the potential for a spill. Examples of these types of changes that may require amendment of the SPCC Plan include:

- Commissioning or decommissioning tanks
- Replacement, reconstruction, or installation of agricultural chemicals containers
- Construction or demolition that might alter secondary containment structures
- Revision of standard operating or maintenance procedures

8.1.1 Both technical and non-technical amendments must be documented in the attached SPCC Review Plan Log. All amendments to this SPCC Plan will be signed and certified by the owner/operator.

8.1.2 This SPCC Plan is to be amended within 6 months of a change and implemented within 6 months following preparation of the amendment.

8.2 Routine Reviews

8.2.1 In any case, this SPCC Plan will be reviewed and evaluated once every 5 years by the Spill Prevention Coordinator. The review will be documented and noted on the attached SPCC Review Plan Log. If required, the SPCC Plan will be amended within 6 months of the review as described above, and any changes will be implemented within 6 months of the amendment.

Date	Certification (40 CFR 112.5[b])	Reviewer	Signature	Revisions
	I have completed review and evaluation of the SPCC Plan for this location on _____ and will amend the Plan as a result.			
	I have completed review and evaluation of the SPCC Plan for this location on _____ and [will] amend the Plan as a result.			

9. APPENDIXES

- A. Observations and Recommendations**
- B. Facility Diagram – Aerial Photo – Topographical Map**
- C. Agricultural chemicals Storage Information Table**
- D. Agricultural chemicals Storage Equipment Inspection Form**
- E. Storm Water Drainage Form**
- F. Integrity Testing Schedule**
- G. Locations of SPCC Required Record**
- H. Spill Notification Form**
- I. Spill Response Procedures**
- J. Spill Reporting Procedures**
- K. Agricultural chemicals Handling Personnel Training and Briefing Log**
- L. Technical Amendment Log**

OBSERVATIONS AND RECOMMENDED IMPROVEMENTS

This section presents physical upgrades or procedural changes that are not fully operational but are called for in the plan.

A. Physical Upgrades: Kansas Administrative Regulations, KAR 4-13-25 requires all bulk storage locations have secondary containment. A bulk storage location is considered a container that is 55 gallons or greater. Drum storage should be augmented with pallets that can contain spills.

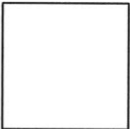
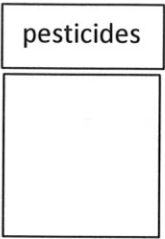
RECOMMENDATIONS:

All seasonal aerial sprayers must be required to provide diagrams, plans and specifications of the temporary operation including all secondary containment designs and release procedures before operation is to commence for approval by the Public Works Director.

Temporary or seasonal aerial sprayers must have mixing and loading pads that will contain at least 110 percent of the capacity of the container or tank including the entire loading area of the airplane.

All mixing and loading operations must be completed over secondary containment of at least 110 percent of the capacity.

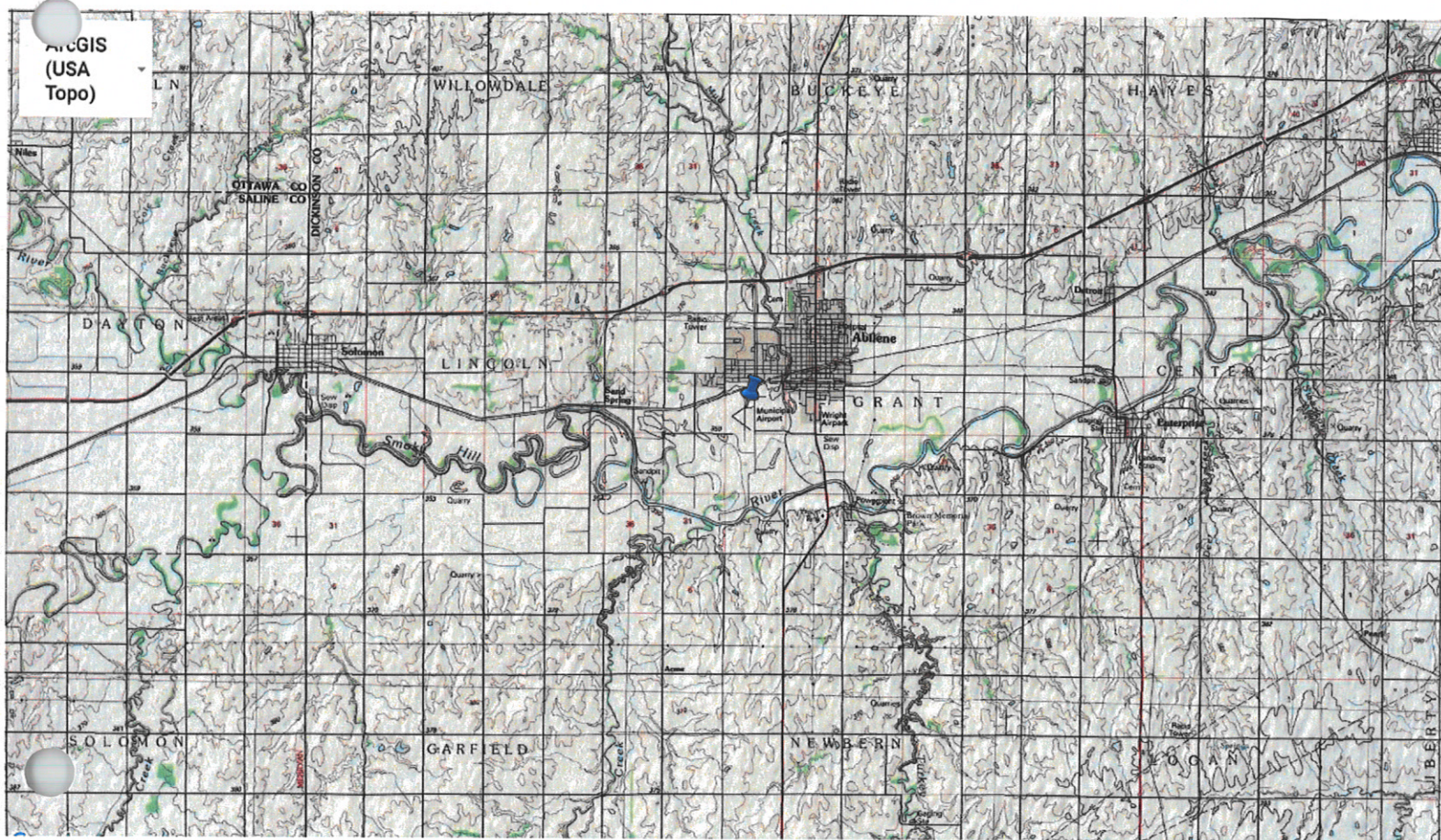
Facility Diagram

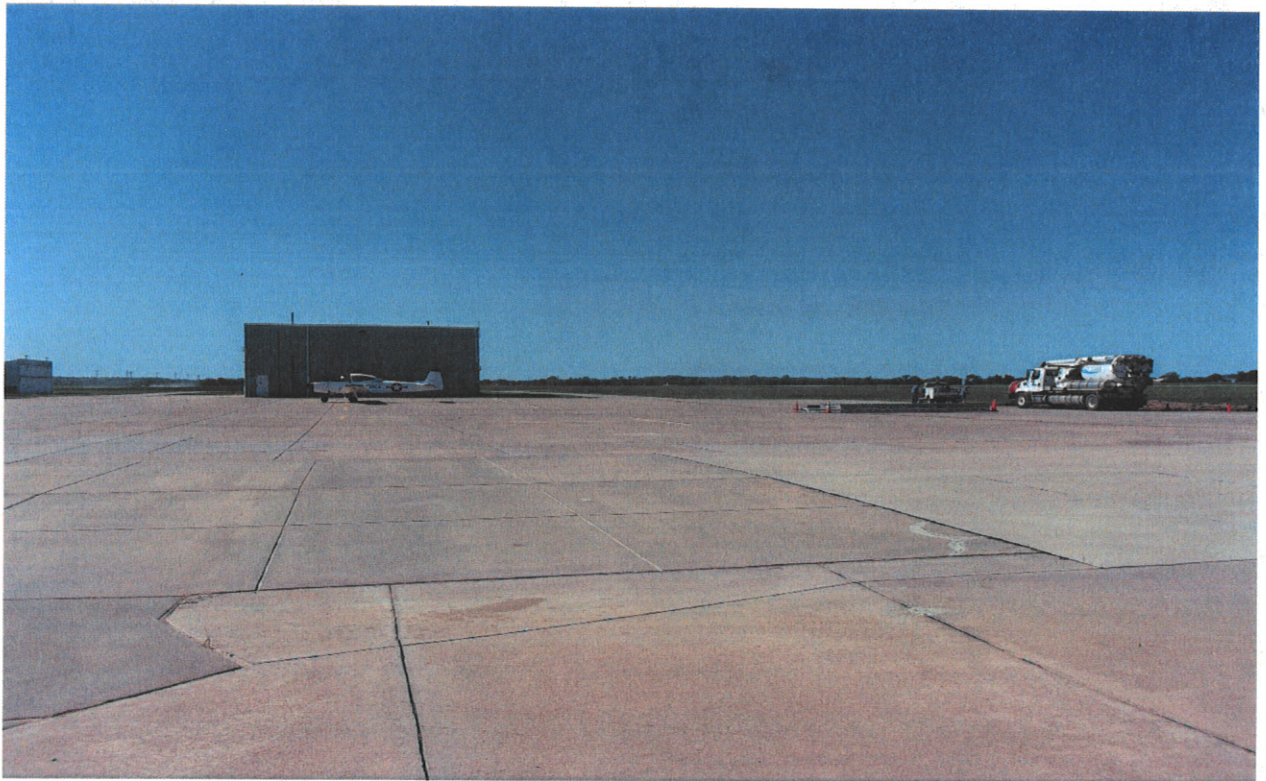


Aerial Photo



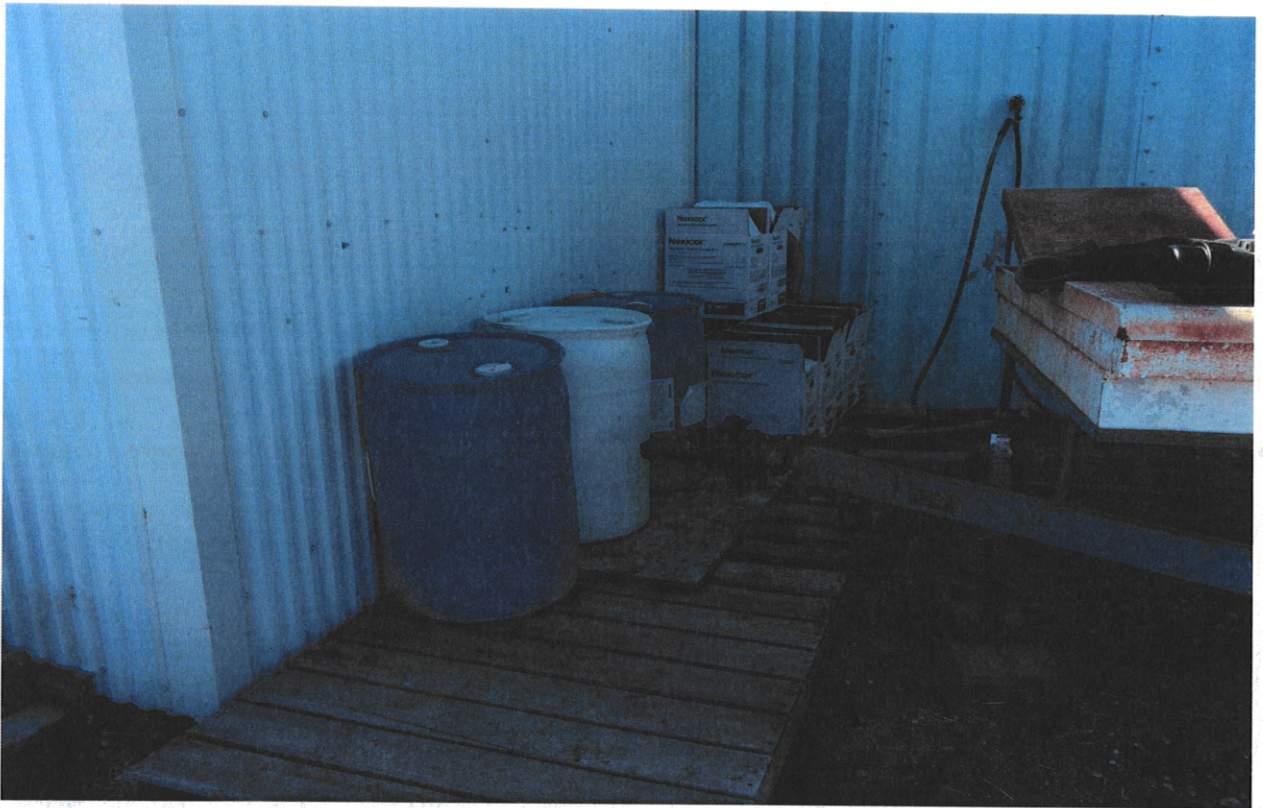
Topographical Map





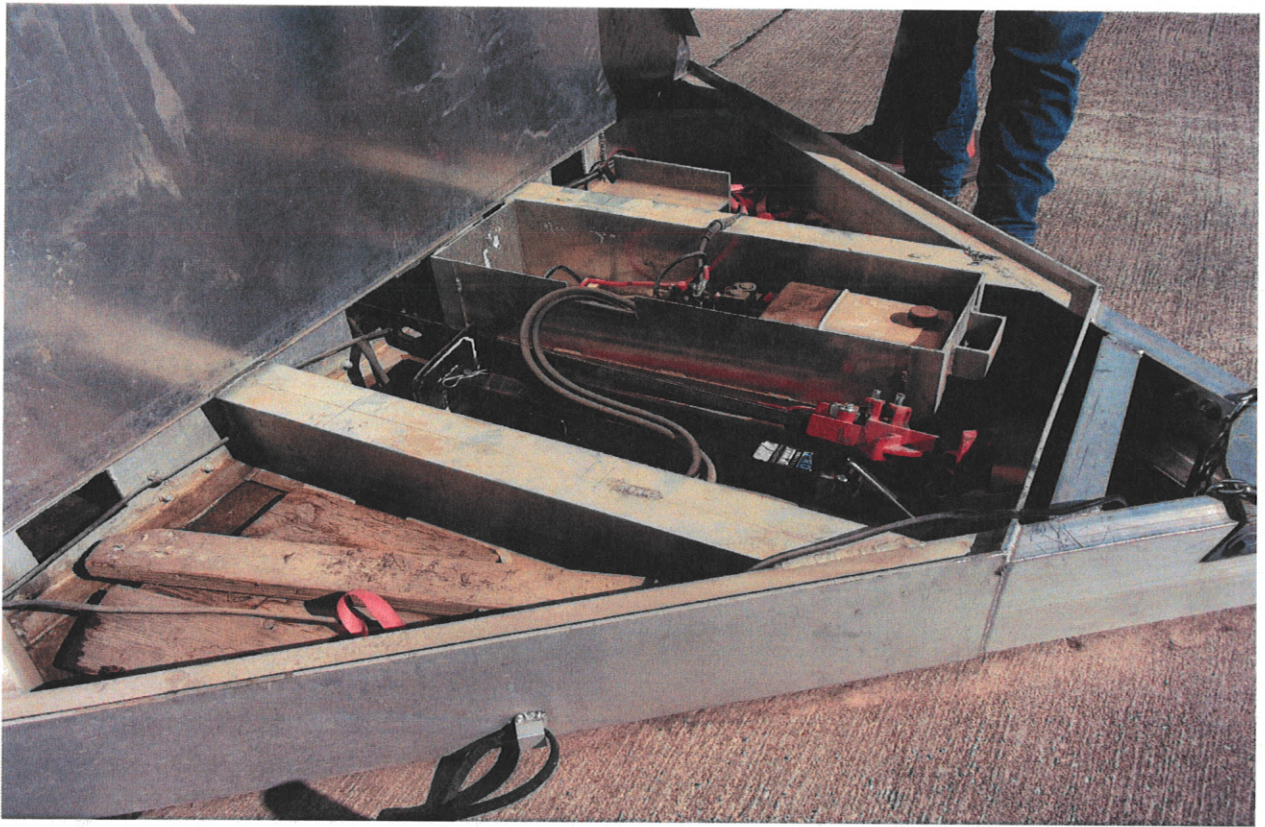


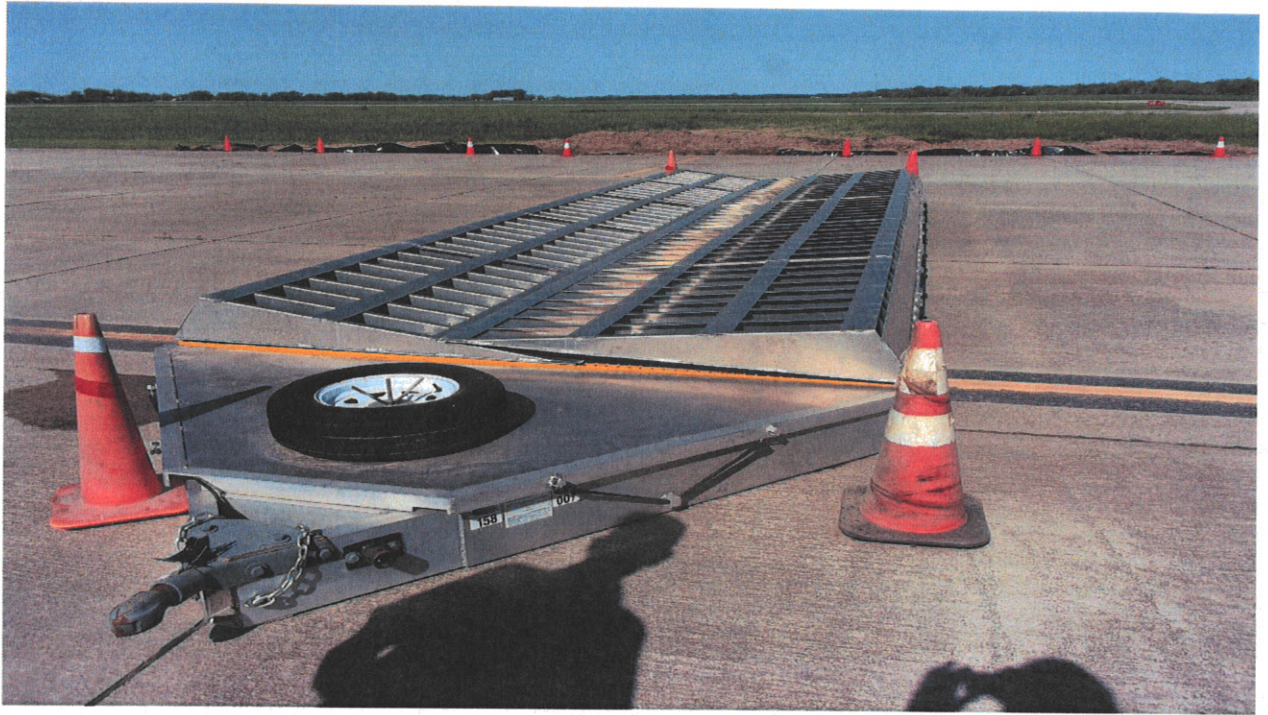












City of Abilene

Title: Agricultural Chemicals Storage Information (Appendix C of Site SPCC Plan)

This table includes a complete list of all agricultural chemical storage containers (aboveground containers^a and completely buried tanks^b) with capacity of 55 U.S. gallons or more, unless otherwise exempt from the rule. For mobile/portable containers, an estimated number of containers, types of oil, and anticipated capacities are provided.

Abilene, KS					
Tank Description	Type of failure (discharge scenario)	Potential discharge volume (gallons)	Direction of flow for uncontained discharge	Secondary containment method	Secondary Containment capacity (gallons)
<i>Bulk Storage Containers and Mobile/Portable Containers (55 gallons and greater capacity)</i>					
OUTSIDE BULK TANK STORAGE TANK					
Tank 1 – Airplane Tank	Container Rupture or Puncture	600	East to Mud Creek		
Tank 2 – Mixing Tank	Container Rupture or Puncture	85	East to Mud Creek		
Drums/Totes	Container Rupture or Puncture	55/275	East to Mud Creek		
PRODUCT TRANSFER AREAS					
NONE					

Title: Agricultural Chemicals Storage Equipment Inspection Form (Appendix D of Site SPCC Plan)

Abilene, KS							
Inspection Conducted By: _____		Date: _____					
Periodic inspections of agricultural chemical storage equipment shall consider the following:							
1. Inspect outside of the storage container for signs of deterioration or discharge.							
2. Visually inspect seams, gaskets, piping, pumps, valves, rivets, and/or bolts where applicable.							
3. Inspect secondary containment structures for signs of deterioration, discharge, or accumulation of chemicals in the containment area.							
4. Inspect liquid level equipment to ensure proper functioning (observe reading of level gauge, etc)							
5. Does the secondary containment have any water accumulation? (*Use the "Storm Water Drainage Form – Appendix E of SPCC Plan", or documentation from site Storm Water permit requirements)							
6. Maintenance notified?							
Container Number/ Identification	1	2	3	4	5	6	Comments
Tank 1 – Airplane Tank (600gal)					☐ Y ☐ N	☐ Y ☐ N	
Tank 2 – Mixing Tank (85gal)					☐ Y ☐ N	☐ Y ☐ N	

Title: Storm Water Drainage Form (Appendix E of Site SPCC Plan)

[illegible]

* Note: when determining the method and frequency of integrity testing, consider items such as the manufacturer's recommended method and frequency, the standards to which the tank was constructed, the current age of the tank, the material stored, and the conditions of material stored (e.g., temperature and pressure).

**Title: Locations of SPCC Required Documents
(Appendix G of Site SPCC Plan)**

[illegible]

City of Abilene

**Title: Spill, Release, Fire, or Environmental Incident Report
(Appendix H of Site SPCC Plan)**

Note: For spills 25 gallons or greater - Complete this form

Type of Event (Check all that apply)

- | | |
|---|--|
| ☐ Liquid Spill / Release
☐ Solid material Spill / Release
☐ Inside containment/pavement/indoors
☐ Entered storm system (ditch, drain, etc)
☐ Entered sanitary or septic sewer lines or system
☐ Elsewhere off-site
☐ Near Miss Spill of any above (Close call) | ☐ Excess air release or Air Control Device Breakdown
☐ Explosion
☐ Fire
☐ Near Miss Spill of any above (Close call) |
|---|--|

Incident Information

Reported By:

Date of Event:

What was released?

Time of Event:

Where did it release to?

- | | | |
|--|---|---|
| ☐ Air | ☐ Surface Water | ☐ Sanitary Sewer |
| ☐ Storm Sewer | ☐ In Containment Structure | |
| ☐ Gravel / pavement/ asphalt/ etc | ☐ Inside bldg | |

How much released?

Source of release?

Location of release?

Affected Area Size:

Full Description of the Event:

Immediate Action Taken and/or Clean Up Actions:

Temporary Storage of Collected Spilled Material (collected into a labeled drum, etc):

If this was a **spill**: RQ Release? Yes ☐ No ☐

If this spill was **reportable to external agencies**, please attach names of agencies called, names of people, times, etc. Attachment? Yes ☐ No ☐

What was the final disposal of material?

INVESTIGATION, ROOT CAUSE ANALYSIS

City of Abilene

Title: **Spill, Release, Fire, or Environmental Incident Report**
(Appendix H of Site SPCC Plan)

AND CORRECTIVE ACTIONS

Date Investigation Started:

Date Investigation Completed:

Investigation Team Members:

Maintenance:

Environmental:

Familiar with Process:

Familiar with release event:

Other:

Other:

Other:

Other:

Root Cause Descriptions:

Corrective Actions- which temporarily and permanently remedy the root causes listed above
(Add additional sheet with more Corrective Actions as needed.)

☐

Responsible Party:

Due Date:

☐

Responsible Party:

Due Date:

☐

Responsible Party:

Due Date:

☐

Responsible Party:

Due Date:

Appendix I – Spill Response & Clean-Up

This describes the response and cleanup, countermeasures and actions, to be taken in the event of an agricultural chemical spill to prevent discharge that leaves the property. The uncontrolled discharge of chemicals to groundwater, surface water, or soil is prohibited. Immediate action must be taken to prevent, control, contain, and recover spilled chemicals before it is discharged offsite to the environment.

If safe to do so, the following general steps are to be taken:

- Eliminate potential sources of ignition.
- Identify and shut down the source of the discharge to stop the flow if possible and safe.
- Contain the spill with sorbents, berms, trenches, etc.
- Contact the Spill Coordinator or Assistant Spill Coordinator.
- Contact regulatory authorities and response organizations as necessary and needed for proper containment and cleanup. And as advised by the Spill Coordinator.
- Collect and dispose of recovered products according to applicable regulations.

For the purpose of establishing appropriate response procedures, this plan classifies spills as either “minor” or “major”, depending on the volume and characteristics of the material released.

MINOR SPILL RESPONSE & CLEANUP

A “minor” spill is defined as one that poses no significant threat to human health and safety or to the environment and can be cleaned up by facility personnel. Minor spills are generally those where:

- The quantity of spilled product is small.
- Spilled material is easily stopped and controlled at the time of the spill.
- The spill is localized near the source.
- Spilled material is not likely to reach water.
- There is little risk to human health or safety.
- There is little risk of fire or explosion.

The following actions are required:

1. Immediately notify the Spill Coordinator or Assistant Spill Coordinator.
2. Immediately begin the process of containing the spill and reducing hazards by:
 - a. Eliminating potential sources of ignition.
 - b. Identifying and shutting down the source of the spill to stop the flow if possible.
3. Containing the spill with sorbents, berms, trenches, etc.
4. Under the direction of the Spill Coordinator or Assistant Spill Coordinator, contain and clean up the spill using additional materials and equipment as required.
5. Place resulting waste in properly labeled, appropriate, impervious containers (e.g., bags, drums, buckets).
6. The Spill Coordinator will complete a copy of the notification form at the end of this appendix and keep it with this plan.
7. A company official will characterize the waste material for proper disposal and ensure it is removed from the site in a timely manner.

MAJOR SPILL RESPONSE & CLEANUP

A “major” spill is defined as one that cannot be safely controlled or cleaned up by facility

Personnel, such as when:

- The spill is large enough to or has spread beyond the facility confines and is now a “discharge”.
- The spilled material enters water as a “discharge”.
- The spill requires special equipment or training to clean up.
- The spilled material poses a hazard to human health or safety.
- There is a danger of fire or explosion.

The following actions are required:

1. Immediately notify the Spill Coordinator or Assistant Spill Coordinator.
2. Unless safety considerations dictate otherwise, efforts should be made to:
 - a) Eliminate potential sources of ignition.
 - b) Identify and shut down the source of the discharge to stop the flow if possible.

Appendix I – Spill Response & Clean-Up

- c) Contain the spill with sorbents, berms, trenches, etc.
- 3. At the direction of the Spill Coordinator or company management, all workers should evacuate the spill site using the company's evacuation plan.
- 4. If the spill poses a threat to human health or the environment, the Spill Coordinator will notify the applicable emergency notification and response personnel as indicated in **Appendix C** and the front page of this document book
- 5. If a spill reaches navigable water, the city or county's Municipal Separate Storm Sewer System (MS4), sanitary sewer (POTW), or other drainage devices, the Spill Coordinator will notify the U.S. EPA/U.S. Coast Guard National Response Center, the USEPA Region VII Spill Hot Line, the Local POTW, and the **Madison County** Local Emergency Response Committee
- 6. The Facility Manager or senior on-site person must record the call on the Discharge Notification form at the end of this appendix.
- 7. The Facility Manager or senior on-site person must coordinate cleanup efforts as necessary and ensure all waste material is removed and disposed properly.

City of Abilene

Appendix J – Spill Reporting and Notification

If a spill reaches navigable water, a city or county's Municipal Separate Storm Sewer System (MS4), sanitary sewer (POTW), or other drainage devices, the Spill Coordinator or a senior on-site person will notify all applicable agencies (e.g., City Public Works, the State Response Center, local police and fire departments, appropriate EPA Region, National Response Center).

The Spill Coordinator will be prepared to provide the following information:

- The exact address of the facility:
- Telephone number of the facility:
- The date and time of the spill/discharge.
- The type of fluid spilled/discharged.
- A reasonable estimate of the quantity of the fluid spilled/discharged.
- The source of the spill/discharge (e.g. tote, tank, truck).
- The media to which the spill/discharge is located (soil, street, storm sewer).
- The cause of the spill (e.g. punctured drum or storage tank).
- List of damages or injuries caused by the spill.
- List of actions being taken to contain or reduce the spill/discharge.
- Whether an evacuation may be needed
- The names of individuals and /or organizations who have also been contacted.

A follow-up written report will be submitted within 60 days if the spill exceeds 1,000 gallons or occurs within a year of a previous reportable spill. The written report will contain, at a minimum, the following information:

- Name and location of the facility.
- Name of owner/operator.
- Date and year of initial facility operation.
- Maximum agricultural chemical storage or handling capacity of the facility and normal daily throughput.
- Facility description including layout, flow diagrams, and topographical maps.
- SPCC Plan and failure analysis.
- Cause of spill with failure analysis.
- Corrective action taken with description of equipment repairs and replacements.
- Additional preventive measures taken or contemplated to minimize the possibility of recurrence.
- Other pertinent information requested by the regional administrator.

Appendix J – Spill Reporting and Notification

Procedure: If spill is other than Small Spill, report spills, leaks and overfills to your Manager, Spill Coordinator or the Manager. If the spill cannot be safely contained properly call:

ON-SITE SPILL RESPONSE

Team Member	Name	Emergency Phone
Facility Manager	Lon Schrader	785-263-3510

Should a reportable spill occur, the Spill Response Coordinator or, in his absence, a member of the Spill Response Team will notify the following agencies:

National Response Center (NRC): (800) 424-8802

EPA Region 7 24-Hour Spill Hotline: (913) 281-0991

Abilene Police Department: 911

Abilene Fire Department 911

Dickinson County LEPC:
Reporting Spills (785) 263-3608

Hazard Response (800) 229-5252

[illegible]

Title: Technical Amendment Log – Appendix L

[illegible]

March, 2019



Kansas Department of Agriculture
Pesticide and Fertilizer Program
1320 Research Park Drive
Manhattan, Kansas 66502
Tel: 785-564-6688
FAX 785-564-6779

The following copy of selected statutes and regulations is being made available by the Kansas Department of Agriculture for the convenience of the public and is meant to be used only as a reference. While the Kansas Department of Agriculture has made every effort to accurately reproduce these statutes and regulations, they are not the official statutes and regulations of the State. The Kansas Statutes Annotated (K.S.A.), published by the Revisor of Kansas Statutes, and the Kansas Administrative Regulations (K.A.R.), published by the Secretary of State should be consulted for the text of the official statutes and administrative regulations of the State.

Kansas Pesticide Law Kansas Statutes Annotated

2-2438a. Definitions. As used in this act, unless the context otherwise requires, the following words and phrases shall have the meanings ascribed to them in this section:

(a) "Animal" means all vertebrate and invertebrate species, including but not limited to man and other mammals, birds, fish and shellfish.

(b) "Department" means the Kansas department of agriculture of the state of Kansas.

(c) "Certified applicator" means any individual who is certified under this act to use or supervise the use of any restricted use pesticide which is classified for restricted use by a certified applicator.

(1) "Certified commercial applicator" means a certified applicator, whether or not a private applicator with respect to some uses, who uses or supervises the use of any pesticide which is classified for restricted use for any purpose or on any property other than as provided in paragraph (2) of this subsection (c).

(2) "Certified private applicator" means a certified applicator who uses or supervises the use of any pesticide which is classified for restricted use for purposes of producing any agricultural commodity,

(A) on property owned or rented by such person or such person's employer or

(B) if applied without compensation other than trading of personal services between producers of agricultural commodities, on the property of another person.

(d) "Defoliant" means any substance or mixture of substances intended to cause the leaves or foliage to drop from a plant, with or without causing abscission.

(e) "Desiccant" means any substance or mixture of substances intended for artificially accelerating the drying of plant tissue.

(f) "Equipment" means any ground, water or aerial apparatus, used to apply any pesticide but shall not include any pressurized hand size household apparatus used to apply any pesticide or any equipment, apparatus or contrivance of which the person who is applying the pesticide is the source of power or energy in making such pesticide application.

(g) "Fungus" means any nonchlorophyll-bearing thallophyte, including, but not limited to, rust, smut, mildew, mold, yeast and bacteria, except those on or in man or other animals and those on or in processed food, beverages or pharmaceuticals.

(h) "General use pesticide" shall mean and include all pesticides which have not been designated, by rule

as amended by L. 2009, Ch. 128, §11, and K.S.A. 2-2467a; implementing K.S.A. 2008 Supp. 2-2440, as amended by L. 2009, Ch. 128, §11; effective, T-83-36, Nov. 10, 1982; effective May 1, 1983; amended, T-4-6-27-02, July 1, 2002; amended Oct. 25, 2002; amended Feb. 29, 2008; amended Feb. 5, 2010.)

K.A.R. 4-13-23. Examination fees. The examination fee for a commercial applicator's certificate shall be \$45.00 through June 30, 2015, for each category, subcategory, and general core examination taken. The fee shall also apply if the applicant seeks reexamination. The \$45.00 examination fee shall revert to \$35.00 on and after July 1, 2015, unless this date is modified by statute. (Authorized by K.S.A. 2008 Supp. 2-2443a, as amended by L. 2009, Ch. 128, §17, and K.S.A. 2-2467a; implementing K.S.A. 2008 Supp. 2-2443a, as amended by L. 2009, Ch. 128, §17; effective, T-83-36, Nov. 10, 1982; effective May 1, 1983; amended, T-4-6-27-02, July 1, 2002; amended Oct. 25, 2002; amended Feb. 29, 2008; amended Feb. 5, 2010.)

K.A.R. 4-13-24. Certified private applicator's certificate fee. The certified private applicator's certificate fee shall be \$25.00. This regulation shall apply to certified private applicator certificates that will be effective through June 30, 2015, regardless of when the department receives the application. The \$25.00 certified private applicator's certificate fee shall revert to \$10.00 on and after July 1, 2015, unless this date is modified by statute. (Authorized by K.S.A. 2008 Supp. 2-2445a, as amended by L. 2009, Ch. 128, §18, and K.S.A. 2-2467a; implementing K.S.A. 2008 Supp. 2-2445a, as amended by L. 2009, Ch. 128, §18; effective, T-83-36, Nov. 10, 1982; effective May 1, 1983; amended, T-4-6-27-02, July 1, 2002; amended Oct. 25, 2002; amended Feb. 29, 2008; amended Feb. 5, 2010.)

K.A.R. 4-13-25. Bulk pesticide storage and handling of pesticides; definitions. As used in K.A.R. 4-13-25 through 4-13-25m, the following terms shall be defined as follows:

(a) "Appurtenance" means any valve, pump, fitting, pipe, hose, auger, metering device, and dispensing device connected to a storage container. "Dispensing device" shall include any device that is used to transfer bulk pesticides into or out of a container.

(b) "Bulk pesticide" means any pesticide, whether liquid or solid, that is kept at ambient temperature and pressure and is stored, loaded, or unloaded in an individual container of undivided capacity in quantities identified in K.A.R. 4-13-25b.

(c) "Bulk pesticide container" means any receptacle or device in which a pesticide is stored, mixed, treated, disposed of, or handled in any manner in quantities greater than 55 gallons liquid measure or quantities greater than 100 pounds net dry weight.

(d) "Bulk pesticide storage facility" and "facility" mean any warehouse, loading pad, or other area where a bulk pesticide is stored, mixed, loaded, or unloaded, unless otherwise exempted. Each bulk pesticide storage facility located within 300 feet of another facility owned or operated by the same person shall be considered the same facility for the purpose of finding the number of consecutive days in storage and determining whether the facility is exempt from the requirements of K.A.R. 4-13-25 through K.A.R. 4-13-25m.

(e) "Chemically compatible" means that the material will not react chemically adversely or electrolytically adversely to the bulk pesticide being stored, loaded, unloaded, mixed, or handled.

(f) "Discharge" means any spilling, leaking, depositing, pumping, dumping, or emptying, whether accidental or intentional, resulting in the release of a pesticide or material containing a pesticide at a bulk pesticide storage facility. "Discharge" shall not include the lawful transferring, loading, unloading, repackaging, refilling, distributing, using, disposing, or application of a pesticide. This term shall also exclude the normal washing and rinsing activities on a mixing and loading pad.

(g) "Dry bulk pesticide" means any bulk pesticide that is in solid form before any end-use application or before any mixing for end-use application. This term shall include making formulations including dusts, powders, and granules.

(h) "End-use application" means the application of a pesticide by the owner or lessee of the real property upon which the application is made to control a pest covered by the pesticide label.

(i) "Flood plain" means an area at one percent or greater risk of flood occurrence in any given year.

- (j) "Gallon" means the United States standard measure of a gallon.
- (k) "Liquid bulk pesticide" means any bulk pesticide in liquid form before dilution for end-use application. This term shall include solutions, emulsions, suspensions, slurries, and gels.
- (l) "Mixing and loading pad" and "pad" mean a surface designed to provide containment of a pesticide during the loading, unloading, mixing, or handling of a pesticide, or during the cleaning, rinsing, or refilling of a pesticide container.
- (m) "Mobile container" means a bulk pesticide container that is designed and used for transporting bulk pesticides.
- (n) "Owner or operator" shall include any agent or employee of an owner or operator and mean any of the following:
 - (1) A pesticide dealer as defined by K.S.A. 2-2438a(q) and amendments thereto;
 - (2) a pesticide business licensee as defined by K.S.A. 2-2438a(p) and amendments thereto;
 - (3) a government agency registrant as addressed in K.S.A. 2-2440(e) and amendments thereto;
 - (4) a certified private applicator, as defined by K.S.A. 2-2438a(c)(2) and amendments thereto, of a bulk pesticide storage facility; or
 - (5) any other person, as defined by K.S.A. 2-2438a(l) and amendments thereto, responsible for the storage of bulk pesticides as defined by subsection (b).
- (o) "Permanent cessation of operations" means either of the following:
 - (1) No pesticides have been loaded, unloaded, or stored at the facility for 12 consecutive months.
 - (2) The facility has gone out of business and is no longer a going concern.
- (p) "Reasonably foreseeable" means what the secretary determines would have been foreseeable at the time the decision affecting the facility or its condition was made. "Reasonable foreseeability" shall include consideration of the owner's or operator's knowledge of conditions at the time the condition was created or the decision was made.
- (q) "Secondary containment" means any structure, tank, or container, including rigid diking, that is designed, constructed, and maintained to intercept, hold, contain, or confine a discharge from a bulk pesticide container and to contain spills, prevent runoff, and avoid leaching.
- (r) "Static pressure" means the pressure exerted by a fluid that is not flowing or moving.
- (s) "Sump" means a recessed reservoir or catch basin designed to be a receptacle for the collection of liquids in the floor of secondary containment or in the part of the secondary containment that constitutes the loading pad. (Authorized by and implementing K.S.A. 2-2467a; effective May 1, 1985; amended Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25a. Exemptions. (a) The regulations found in K.A.R. 4-13-25 through K.A.R. 4-13-25k shall not apply to any of the following:

- (1) A mobile container of 350-gallon capacity or less, if the use of the container is solely incidental to the end-use application of the bulk pesticide and if the container is not at a specific location for more than 60 days of storage in any consecutive 365-day period;
 - (2) a sealed or an unopened pesticide manufacturer's storage container being loaded or unloaded;
 - (3) a railcar in which the storage of bulk pesticides is solely incidental to the transportation of the pesticide and that remains on a train track; or
 - (4) a bulk pesticide stored, loaded, or unloaded in quantities less than all the quantities specified in K.A.R. 4-13-25b.
- (b) The owner or operator of a facility shall have the burden of establishing the applicability of an exemption under paragraph (a)(4) of this regulation.
- (c) Contemporaneously kept records maintained pursuant to K.A.R. 4-13-25k shall constitute prima facie evidence of an exemption. (Authorized by and implementing K.S.A. 2-2467a and 2-2471; effective Dec. 27, 2002.)

K.A.R. 4-13-25b. Quantities of bulk pesticide. A facility shall be subject to the requirements of K.A.R. 4-13-25 through K.A.R. 4-13-25k if any of the following conditions is met:

(a) A cumulative total of 1,000 gallons or more of liquid bulk pesticide is transferred away from the facility during any consecutive 365-day period.

(b) A total of 1,000 gallons or more of liquid bulk pesticide is stored, held, or maintained at the facility at any time.

(c) A cumulative total of 3,000 pounds or more of dry bulk pesticide is transferred away from the facility during any consecutive 365-day period.

(d) A total of 3,000 pounds or more of dry bulk pesticide is stored, held, or maintained at the facility at any time. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25c. Location, design, and construction requirements of a bulk pesticide storage facility.

Each owner or operator shall meet the following requirements: (a)(1) Each bulk pesticide storage facility shall be designed, constructed, and maintained according to the pesticide manufacturer's directions, instructions, or recommendations. The facility shall be constructed of materials that contain spills, prevent runoff, and avoid leaching of the pesticide being mixed, loaded, or unloaded. Construction materials shall be chemically compatible with the pesticides that come in contact with the material.

(2) Each bulk pesticide storage facility shall be designed, constructed, and maintained to accommodate all reasonably foreseeable loading and unloading conditions, including the anticipated wheel load of a vehicle, and to protect appurtenances and bulk pesticide containers against damage from operating personnel and moving equipment through the use of flexible connections, guard rails, barriers, and protective cages, where necessary.

(3) Asphalt shall not be used as a material in the construction of a bulk pesticide storage facility.

(b) No bulk pesticide storage facility shall be constructed or maintained in a flood plain unless the bulk pesticide is stored above the base flood elevation.

(c) The floor of each bulk pesticide storage facility shall be constructed of material that prevents the movement of pesticide materials and moisture through the floor and shall be designed, constructed, and maintained in a manner that allows discharges to be collected, contained, and recovered.

(d) All electrical equipment and wiring shall be elevated to prevent the equipment and wiring from becoming submerged and shall be grounded to dissipate static electricity.

(e) Both private and public water supplies shall be protected from contamination from the bulk pesticide storage facility.

(f) Each bulk pesticide storage facility shall contain a mixing and loading pad.

(g) Each bulk pesticide storage facility shall be secured to protect against reasonably foreseeable unauthorized access that could result in a discharge.

(h) Each bulk pesticide storage facility shall be designed, constructed, and maintained to prevent contact of any dry bulk pesticide with precipitation. Contact with precipitation shall be prevented by the following:

(1) Using a permanent cover; and

(2) placing dry bulk pesticide on pallets or a raised concrete platform enclosed by a curb that is at least six inches high and extends at least two feet beyond the perimeter of the dry bulk pesticide storage area.

(i) Each bulk pesticide storage facility shall be designed, constructed, and maintained to avoid the creation of pesticide waste and to prevent cross-contamination of pesticides.

(j) Bulk pesticides shall not be stored or mixed in underground containers. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25d. Secondary containment for bulk pesticide storage. Each owner or operator shall meet the following requirements: (a) All bulk pesticide shall be stored within secondary containment. The secondary containment capacity shall be at least 110 percent of the capacity of the largest single bulk pesticide container in addition to the displacement of tanks, appurtenances, fixtures, equipment, and material located within the secondary containment.

(b) The secondary containment, including the floor or bottom of the secondary containment, shall

meet the following requirements:

- (1) Be constructed of steel, reinforced concrete, or any other material of sufficient thickness, density, and composition to contain any discharged pesticide material;
- (2) be leakproof with cracks, seams, and joints sealed; and
- (3) for liquids, be capable of withstanding the static pressure resulting from the secondary containment being completely filled with a liquid having a density greater than or equal to the density of the most dense liquid bulk pesticide to be stored within the containment.

(c) A soil liner shall not be considered adequate for the secondary containment of pesticides. Masonry block, asphalt, earthen materials, unfired or fired clay, clay, natural soil-clay mixtures, clay-bentonite mixtures, and prefabricated bentonite liners shall not be deemed to be of appropriate density and composition to contain discharged pesticide material and shall not be used as secondary containment. Sealant-coated concrete blocks may be used if the facility owner=s or operator=s use of the blocks is approved in writing by the manufacturer of the pesticide.

(d) The floor of the secondary containment shall drain to a sump or other specific point of recovery.

(e) The sump or other specific point of recovery shall be emptied daily in accordance with K.A.R. 4-13-25g(a) by an on-site operator, who shall continuously monitor this process. The on-site operator may use an automatically activated pump to empty the sump if an automatic overflow switch is installed for the receiving container.

(f) No outlet, drain, or other means of penetration shall be located through the floor, bottom, or walls of the secondary containment.

(g) Secondary containment shall be constructed to allow the interior and exterior of the walls to be viewed.

(h) A synthetic liner used to line the secondary containment shall be installed and maintained according to the liner manufacturer=s specifications, directions, and recommendations. The specifications, directions, and recommendations about liners from the manufacturers of the pesticides stored in the facility shall also be followed. All seams shall be tested, maintained, and repaired according to the manufacturer=s specifications, directions, and recommendations. The liner shall be replaced if it cannot be repaired to meet the liner manufacturer's requirements. In no event shall a liner that is incapable of containing bulk pesticides independent of the support of another container be used in lieu of secondary containment. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25e. Requirements for mixing and loading pads for bulk pesticides. Each owner or operator shall meet the following requirements: (a) Each mixing and loading pad not connected to a storage area shall be of adequate size and design to contain at least 110 percent of the capacity of the container or tank on the pad and the displacement of tanks, equipment, appurtenances, fixtures, and material located on the pad.

(b) Each mixing and loading pad shall be constructed to contain any discharge and shall be leakproof with all cracks, seams, and joints sealed. The pad shall be impervious to spills and capable of supporting the weight of the heaviest vehicle plus all loading, unloading, and mixing operations. The floor of the mixing and loading pad shall slope to a single point or to a sump, for the recovery of liquid spills.

(c) The sump shall be emptied daily by an on-site operator, who shall continuously monitor this process. The on-site operator may use an automatically activated pump to empty the sump if an automatic overflow switch is installed for the receiving container. The owner or operator may use the recovered pesticide for its intended purpose if it can be used according to the recovered pesticide's label. The owner or operator shall dispose of, in accordance with the label, any recovered pesticide that cannot be used.

(d) The following activities conducted at the facility shall be performed on the mixing and loading pad or within secondary containment:

- (1) Filling pesticide containers;
- (2) washing application equipment;
- (3) rinsing pesticide containers or application equipment;

- (4) mixing operations; and
- (5) loading application equipment. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25f. Requirements for bulk pesticide containers and appurtenances. Each owner or operator shall meet the following requirements: (a) Each bulk pesticide container shall be designed to handle all operating stresses, including static pressure, pressure buildup from pumps and compressors, and any other mechanical stresses to which the storage container could be subject during operations. Each bulk pesticide container shall be chemically compatible with the pesticide it holds and shall meet all specifications, directions, and recommendations of the manufacturers of the pesticide and bulk pesticide container.

(b) Each bulk pesticide container connection, except for safety relief connections, shall be equipped with a shutoff valve accessible and located within the secondary containment.

(c) Except while the stored pesticide is being removed from the container, shutoff valves shall be left either closed and locked or otherwise secured from access. The transfer of pesticide from one bulk pesticide container to another and between a bulk pesticide container and a transport vehicle shall be attended at all times by an on-site operator.

(d) Bulk pesticide containers and appurtenances shall be supported to prevent sagging.

(e) Sight gauges shall not be used on bulk pesticide containers.

(f) Each bulk pesticide container that is not located within a structure with a roof and walls shall be designed, installed, and maintained to prevent flotation and to withstand winds of 90 miles per hour or less.

(g) Each bulk pesticide container shall be designed to protect against excessive internal pressure or vacuum.

(h) Each bulk pesticide container used for storage shall be marked clearly to identify the pesticide stored in the container. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25g. Discharge, recovery, and reporting requirements. (a) Each owner or operator shall recover promptly any discharge. The owner or operator may use the recovered pesticide for its intended purpose if it can be used according to the recovered pesticide's label or labeling. The owner or operator shall dispose of, in accordance with the label, any recovered pesticide that cannot be used.

(b) The owner or operator shall notify the secretary within 48 hours of any discharge not contained by secondary containment. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25h. Submission of diagrams, plans, and specifications. (a) The owner or operator of each bulk pesticide storage facility shall maintain diagrams, plans, and specifications of the facility on site and with the secretary. The copy maintained at the facility shall be made available to a representative of the secretary upon request.

(b)(1) Each owner or operator of a bulk pesticide storage facility that is to be remodeled, an existing structure that is to be converted to use as a bulk pesticide storage facility, or a proposed bulk pesticide storage facility shall submit diagrams, plans, and specifications to the secretary before commencement of remodeling, conversion, or construction. Remodeling, conversion, or construction shall not commence until the owner or operator receives written notice from the secretary that no further information is required.

(2) The owner or operator of each facility under this subsection shall complete remodeling, conversion, or construction within two years after the secretary's written notice that no additional information is required. Upon completion of the remodel, conversion, or construction, the owner or operator of a facility under this subsection shall certify on a form prescribed by the secretary that the facility meets or exceeds all the requirements of K.A.R. 4-13-25 through K.A.R. 4-13-25k and is constructed in accordance with the diagrams, plans, and specifications submitted to the secretary.

(c) The diagrams, plans, and specifications shall include the facility layout, mechanical and electrical diagrams, construction materials, and the type of equipment that is located in the facility or that is to be fixed or installed in the facility. The diagrams shall be drawn to scale and shall be legible without magnification. The diagrams, plans, and specifications shall contain all information required in subsection (d).

(d) The diagrams, plans, and specifications of the bulk pesticide storage facility shall be submitted with the form prescribed by the secretary. The required documentation shall include, at a minimum, the following information:

- (1) The location of the facility relative to the flood plain;
- (2) the location of the facility relative to any surface water within 1,320 feet of the facility and the distance between the facility and the surface water;
- (3) the distance from both the facility and the area within 100 feet of the facility to groundwater, and the location of the groundwater relative to the facility;
- (4) the location of any plumbing and access to private and public water supplies and the distance from the plumbing and access to the private and public water supplies;
- (5) the drainage pattern of the facility;
- (6) certification that the facility is not located on any abandoned or active oil, gas, or water well;
- (7) certification that the facility is not located on a utility easement;
- (8) the size and location of the proposed walls and flooring to be located within the facility;
- (9) the location and size of each bulk pesticide storage container;
- (10) the location and size of each loading and mixing pad;
- (11) the location of each appurtenance used in the storage or transfer of bulk pesticide within the facility;
- (12) the location of electrical equipment, wiring, and static grounding wires;
- (13) the location and size of dry bulk pesticide storage; and
- (14) any other relevant information required by the secretary.

(e) Each owner or operator of a bulk pesticide storage facility shall submit the diagrams, plans, and specifications required in this regulation to the secretary at least 30 days before the date the owner or operator proposes that the construction will commence.

(f) Additional time to comply with any deadline in this regulation may be granted by the secretary upon receipt of a written request and upon a showing of good cause for the additional time requested. Each request shall state the reason for the additional time requested and the amount of additional time needed.

(g) The construction, remodeling, conversion, and maintenance of a facility shall conform with the diagrams, plans, and specifications submitted and required by K.A.R. 4-13-25a through K.A.R. 4-13-25k. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25j. Bulk pesticide storage facility inspection and maintenance requirements.

(a) Each owner or operator shall inspect the bulk pesticide storage facility and secondary containment, including all appurtenances, at least monthly for any defects, including the following:

- (1) Corrosion;
- (2) leaks;
- (3) cracks;
- (4) spills;
- (5) gaps;
- (6) tears;
- (7) unsealed joints;
- (8) cross-contamination of pesticides;
- (9) structural defects;
- (10) equipment defects; and
- (11) any other defect in the facility or potential violation of K.A.R. 4-13-25 through K.A.R. 4-13-25k.

The owner or operator shall promptly correct any defect.

(b) Upon the discovery of each defect or potential violation specified in subsection (a) that

compromises the facility's ability to contain the pesticide, the owner or operator shall, within 24 hours after the discovery, either initiate repairs to correct the defect or take the appurtenance or secondary containment out of service. If the appurtenance or secondary containment is left in service, the defect or potential violation shall be corrected within 14 days following the discovery. If the defect or potential violation is not corrected within 14 days following the discovery, the appurtenance or secondary containment shall be removed from service.

(c) The owner or operator shall make a record of the following:

- (1) Each inspection performed pursuant to subsection (a);
- (2) each discharge within the facility in excess of 55 gallons; and
- (3) more than one discharge within the facility in a 24-hour period totaling or exceeding 55 gallons.

(d) Each record made pursuant to subsection (c) shall include the following:

- (1) The name of the person making the record;
- (2) the date the record was made;
- (3) if any inspection is performed, the following:
 - (A) The date of the inspection;
 - (B) a description of any defect found; and
 - (C) a description of any repairs made to remedy the defect;
- (4) if a discharge occurred, the following:
 - (A) The date of the discharge;
 - (B) the amount of the discharge;
 - (C) the cause of the discharge;
 - (D) a description of any repairs made; and
- (E) the date and time the secretary was notified pursuant to K.A.R. 5-13-25g;
- (5) the date any defective equipment at the facility is taken out of service; and
- (6) the date any defective equipment is placed back into service.

(e) All records maintained at the facility shall be retained for three years from the date of the record and shall be made available to the secretary or an authorized representative of the secretary upon request. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25k. Site closure and discontinuation of operation. (a) The owner or operator shall notify the secretary within 30 calendar days following the permanent cessation of operations of a bulk pesticide storage facility.

(b) Whenever a bulk pesticide storage facility permanently ceases operations, the owner or operator shall provide the secretary with written verification of both of the following, on a form prescribed by the secretary:

(1) All pesticides, solutions containing a pesticide, wash waters, and other materials that may contain pesticides have been removed from the facility and have been used or disposed of according to the pesticide's label or labeling; and according to all federal, state, and local requirements.

(2) All bulk pesticide containers, appurtenances, mixing and loading pads, and sumps have been thoroughly cleaned according to each pesticide manufacturer's requirements, instructions, directions, or recommendations or, if none exist, according to standard industry practice. (Authorized by and implementing K.S.A. 2-2467a; effective Dec. 27, 2002; amended Sept. 3, 2010.)

K.A.R. 4-13-25l. Penalty for noncompliance with pesticide containment. (a) The license, certification, or registration of any pesticide business licensee, governmental agency registrant, pesticide dealer, or certified private applicator who is found to have violated a pesticide containment requirement in K.A.R. 4-13-25a through 4-13-25k shall be subject to suspension, revocation, nonrenewal, or cancellation.

(b) Any pesticide business licensee or pesticide dealer who is found to have violated a pesticide containment requirement in K.A.R. 4-13-25 through 4-13-25k may incur a civil penalty in accordance with K.A.R. 4-13-62.

ABILENE MUNICIPAL AIRPORT
AERIAL APPLICATOR SEASONAL USER AGREEMENT

This User Agreement, made this ____ day of _____, 2021, by and between the **CITY OF ABILENE** of Abilene, Dickinson County, Kansas a political subdivision (the "City"), and _____, an agricultural service company, (the "User"), WITNESSETH:

RECITALS

- A. The City is the operator of the Abilene Municipal Airport, (the "Airport") and has the right to enter into this Agreement for the use of the Airport, together with all the facilities, rights, licenses and privileges herein granted.
- B. The User is engaged in the retail and application of agricultural fertilizer, herbicide, fungicide, and seed including aerial application and crop dusting/spraying.
- C. The City desires to grant and the User desires to have the right to use certain facilities on the Airport, together with certain rights, licenses and privileges thereon.

NOW THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

ARTICLE I - PREMISES

The City does hereby grant unto the User and the User does hereby acquire from the City, the use of the facilities, rights, licenses and privileges in connection with the Airport, as follows:

- 1. Use of Airport. The User, in common with other authorized Users, shall have use of the Airport and its appurtenances, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field, runways, aprons, taxiways, flood lights, landing lights, control tower, signals, radio aids and all conveniences for flying, landings and takeoffs of aircraft of the User.
- 2. Premises. The City grants permission to User to use and maintain certain premises ("Premises") located at the Airport for the purpose of a seasonal staging facility for aerial application subject to the terms and conditions set forth in this Agreement.
- 3. Points of Access. The User shall have 24 hour, direct access to the Premises.

4. Use of Premises. User agrees to use the Premises as follows:

- 4.1. User shall utilize a mobile mixing unit for transferring liquid and dry chemicals to the aircraft and shall use the Premises for this purpose. No permanent structures will be associated with the Premises. However, temporary structures and containers will be allowed for the purpose of containing rinse water and/or unused chemical preparations until they can be used as make-up water. Such containers shall be kept clean and capped to minimize the escapement of any odors. All temporary structures and containers shall be removed from the Premises at the end of the seasonal Agreement term unless authorized by the expressed written consent of the City.
- 4.2. User shall be responsible for maintaining a clean and safe operation and shall clean up the mixing/loading area after the completion of work each day. User shall be responsible for the disposal or re-use of hazardous materials generated by User in accordance with all federal, state and local laws. No storage of pesticide barrels will be allowed at the Premises unless being used on a day-to-day basis. At the end of each operating day, all empty barrels, cans, jugs, bags and refuse shall be removed from the mixing area and shall not be allowed to accumulate on Airport property. User shall provide chemical storage containment with a minimum 10% excess capacity of the maximum storage. Containment shall be covered as to prevent the accumulation of water, dust and debris in the containment equipment. All hazardous materials must be appropriately labeled and stored.
- 4.3. All loading equipment shall be equipped in a manner which permits loading of the aircraft to occur with a minimum of exposure to open pesticide containers to the atmosphere and personnel. All operations shall be conducted with proper caution and adherence to label instructions and in a manner which minimizes the risk of accidental spills and resultant exposure of pesticides to the surrounding Airport environment. User shall also immediately notify the City of any spills, wet or dry, occurring on Airport property. All fuel handling and storage must be kept in accordance with all applicable Federal, State and local laws. All portable fuel tanks shall be removed from the Premises upon termination of this Agreement.
- 4.4. Material Safety Data Sheets (MSDS) are required to be onsite and one copy shall be provided to the Airport Fixed Base Operator of the Airport.
- 4.5. The City shall have the right, through its agents or agents of another appropriate agency, for reasonable ingress and egress to inspect Premises to ascertain that the terms of this Agreement are being adhered to and to check for site contamination.
- 4.6. The parties acknowledge that no tests have been conducted on the Premises to ascertain whether the soil may be contaminated by any hydrocarbons or other hazardous substances. If either party desires an environmental review of the Premises then the City

and the User agree that they will jointly contract for an environmental review of the Premises to ascertain whether the soil may be contaminated by any hydrocarbon or other hazardous substances. The tests shall be conducted by a reliable and competent engineering firm mutually acceptable to both parties. The cost of the environmental soil survey shall be shared equally by the parties. A copy of the report shall be attached to the Agreement and made a part of thereof by reference. Either of the parties hereto may request an environmental review of the Premises at the termination of the Agreement and the cost thereof shall be shared by the parties.

- 4.6.1. User shall be responsible for all costs associated with clean up of any spill in accordance with all applicable state and federal regulations and indemnify and hold the City harmless from and against all claims, expenses, loss, or liability to the extent arising from any spill.
- 4.6.2. User shall reimburse the City for any damage to the City's property to the extent arising from any spill.
- 4.6.3. User shall comply with all storm water and waste collection requirements of any federal, state or local governmental laws, rules and regulations.
- 4.7. User is aware of the penalties for the improper handling and disposing of wastes or submitting false information regarding the same.
- 4.8. User may not assign or sublet this Agreement without the prior written consent of the City.

ARTICLE II – TERM

1. This Agreement shall be seasonal, for approximately an eight (8) month period from March 1, 202_ to October 31, 202_. This agreement may, at the option of the User, be renewed from year to year at a seasonal rental rate in accordance with and acceptance of the term and conditions herein specified.
2. The User's option shall be deemed exercised and the Agreement renewed automatically each year, for an additional seasonal period unless either party gives written notice sixty (60) days in advance of the beginning of the next seasonal term period that it will not or cannot agree to the terms of the Agreement.

ARTICLE III – FACILITIES FEES

1. Premises Base Rent. The User shall pay to City the total sum of \$750.00 annually for the seasonal staging storage area. Payment shall be made in full by April 1st of each lease year.

2. FAA Audit. The User acknowledges that it is aware that as required by AAIA Section 511(a) (9), the City must maintain a fee and rental structure for its facilities and services which will make the airport as self-sustaining as possible under the circumstances. In the event that an FAA audit should determine that the facility's fees provided for herein are inadequate, the parties agree to renegotiate the Facilities Fees.

ARTICLE IV – INSURANCE

1. User shall maintain for the duration of this Agreement and any extension thereof, at its sole cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in conjunction with the performance of work by the User, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
2. User agrees that its insurance policies will be amended to be primary without right of contribution from the City or its insurance policies, that User's insurance policies will be amended to state that its insurer agrees to waive its right of subrogation against the City and that the above insurances will not be invalidated for the City by any action, inaction or negligence of the insured. All amounts of claims, losses or damages resulting from deductible clauses or self-insured retentions shall be for the account of the User.
3. User shall purchase and maintain on a per location basis, commercial general liability occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the User or its officers, agents, employees, representatives, assigns or subcontractors.
4. User shall purchase and maintain comprehensive auto liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.
5. User shall purchase and maintain aircraft liability insurance in an amount of \$1,000,000 per occurrence and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.
6. User shall purchase and maintain comprehensive chemical liability as required by the Kansas Department of Agriculture (KSA 2-2448.(a)(2)(B)).
7. User shall purchase and maintain worker's compensation insurance with statutory limits.
8. The Abilene Municipal Airport and the City of Abilene, Kansas, its subsidiaries, parent, affiliates, executive officers, directors and employees shall be covered and listed as additional insured for liabilities arising out of activities performed by or on behalf of the User.
9. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of this Agreement. These certificates and the insurance policies required by

this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by User with reasonable promptness in accordance with User's information and belief.

10. Property owned by User. User acknowledges that it shall be fully responsible for any loss or damage to its personal property located on or about the Premises and that it shall be solely responsible for such personal property, and User releases the Authority and its current and former officers, directors, employees, and agents from any liability therefore.

ARTICLE V - OPERATION OF AIRPORT

1. The City agrees during the term of the Agreement and any renewal thereof to maintain and operate the Airport with adequate and efficient personnel and to keep the Airport in good repair, in accordance with the requirements of the Federal Aviation Administration for the operation of general aviation owners and operators using the type of equipment employed by the User thereon.

ARTICLE VI - RULES AND REGULATIONS

1. The User agrees to adhere to the current Abilene Municipal Airport Minimum Standards and Rules and Regulations and observe and obey all reasonable rules and regulations promulgated and enforced by the City and any other appropriate authority having jurisdiction during the term hereof provided the said rules and regulations are consistent with safety and do not conflict with the rules and procedures prescribed by the Federal Aviation Administration for landing and take-off of The User's aircraft at the Airport.
2. The City reserves the right to cancel this agreement at any time upon a finding of non-compliance by the City. At such cancellation, the User shall be required to remove offending property, and if not so removed within a reasonable time designated by the City, the City shall cause the same to be removed. The User shall have the option to terminate this agreement without penalty if sixty (60) days notice is given.

ARTICLE VII – INDEMNITY FOR BENEFIT OF AUTHORITY

1. The User shall indemnify, protect, defend and save the City harmless from and against all claims, demands, liabilities and costs, including attorneys fees, arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about the Airport during this Agreement resulting from or arising out of the willful or negligent acts and omissions of officers, agents, employees, and students of the User. Upon notice from the City, the User shall defend the City in any action or proceeding brought in connection with such claims or demands.

2. Nothing in this Article shall require the User to indemnify, protect, defend and save the City harmless against claims, demands, liabilities and costs arising from negligence of the City, its officers, employees, agents, licensees and invitees.

ARTICLE VIII – INDEMNITY FOR BENEFIT OF USER

1. The City shall indemnify, protect, defend and save the User harmless from and against all claims, demands, liabilities and costs, including attorneys fees, arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about the Airport during this Agreement resulting from or arising out of the willful or negligent acts and omissions of officers, agents, and employees of the City. Upon notice from the User, the City shall defend the User in any action or proceeding brought in connection with such claims or demands.
2. Nothing in this Article shall require the City to indemnify, protect, defend and save the User harmless against claims, demands, liabilities and costs arising from negligence of the User, its officers, employees, students, agents, licensees and invitees.

ARTICLE IX - NOTICES

1. Notice to the City provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the City Manager, P. O. Box 519, Abilene, Kansas 67410, and notice to the User, if sent by registered mail, postage prepaid, addressed to _____, or to such respective address as the parties may designate in writing from time to time.

ARTICLE X - AIRPORT PROTECTION

1. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with, or adversely affect the use, operation or maintenance of the Airport.

ARTICLE XI - COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS AND NONDISCRIMINATION ASSURANCES

1. The User, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the property described in this agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The User, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that The User shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
3. The User assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The User assured that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The User assures that it will require that its covered suborganizations provide assurances to The User that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
4. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 and amendments thereto.
5. The User agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all Users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the User may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchaser.

ARTICLE XII - INVALID PROVISION

1. It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the User in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XIII SUBCONTRACTORS

1. The User agrees that any contractors or subcontractors engaged by the User relative to the utilization of the Airport and Premises as defined in this Agreement shall be bound to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates shown below.

CITY OF ABILENE

COMPANY

By: _____
Mayor

By: _____,

Attest:

Shayla Mohr, City Clerk

Dated: _____