

Agenda

City Commission of the City of Neodesha, KS
June 12, 2019 2:00 p.m.

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of the May 22, 2019 Commission minutes
- Appropriation (2019) 10
- Raw Water Project Bond Appropriation 55

Item 4: Business Items to Consider

- A. Amendment #4 to Engineering Agreement
- B. Access Agreement: BP Products
- C. City Hall Closing for Records Purge

Item 5: Date/Time of Next Regular Meeting

- Wednesday, June 26, 2019, 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
June 12, 2019

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A Amendment #4 to Engineering Agreement

This amendment adds the water tower back into the Raw Water Project and modifies the payment agreement with PEC.

RECOMMENDED MOTION: *I move to approve the Amendment #4 Agreement with PEC Engineering in the amount of \$212,930 adding the Water Tower back into the Raw Water Project.*

4.B Access Agreement: BP Products

Staff has been contacted by Mary Wojciechowski, BP Operations Manager, with a request to approve an Access Agreement for monitoring well sampling activity, scheduled to be done in July 2019.

RECOMMENDED MOTION: *I move to approve the Access Agreement with BP for monitoring well sampling, and authorize the City Administrator to sign the agreement.*

4.C: City Hall Closing for Records Purge

Every year after the audit is accepted we ask to close City Hall one day to do a records “purge”. We destroy documents that no longer need to be kept per our retention schedule and move last year’s documents to storage.

RECOMMENDED MOTION: *I move to approve closing City Hall on July 17, 2019 so staff can purge and move records.*

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, May 22, 2019 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Moffatt moved to approve the agenda adding items: 4A a Proclamation for Emergency Medical Services Week; 4E KMEA/KMGA Prepay Project Brief with Paul Mahlberg and Dixie Riedel; and 4F Approve cereal malt beverages for a Waterworks Amphitheater event. Seconded by Commissioner Johnson. Motion carried.

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Johnson moved to approve the Consent Agenda consisting of the minutes from the May 8, 2019 meeting; Minutes from the May 17, 2019 Special Call meeting; Appropriation (2019) 09; and Raw Water Project Bond Appropriation 54. Seconded by Commissioner Moffatt. Motion carried.

Mayor Harper read a proclamation declaring the week of May 19th – 25th as National Emergency Medical Services Week 2019.

This being the time and date published in the official newspaper for the hearing on the dangerous structure located at 105 North 11th Street, the public hearing was opened. Discussion was held. The hearing was then closed.

RESOLUTION NO. 19-05

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON, LEGAL DESCRIPTION: THE SOUTH 39.7 FEET OF THE NORTH 96 FEET OF LOTS 6, 7, 8, 9 AND 10, BLOCK 29, LESS RAILROAD RIGHT OF WAY, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 105 N 11TH, NEODESHA, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

Commissioner Moffatt moved to approve Resolution 19-05 declaring the property located at 105 North 11th Street as unsafe or dangerous, and allow the property owner sixty (60) days to repair or remove the structure and make the property safe and secure. Seconded by Commissioner Johnson. Motion carried.

Phil Jarred, from Jarred, Gilmore & Phillips PA presented the 2018 Audit to the Commission. Discussion was held.

Commissioner Johnson moved to accept the 2018 Audit as presented. Seconded by Commissioner Moffatt. Motion carried.

Paul Mahlberg, KMEA General Manager and Dixie Riedel, KMGA Director of Natural Gas, presented a brief to the Commission regarding the KMGA Prepay Project. No action.

Administrator Truelove addressed the Commission regarding the approval to allow cereal malt beverages at the Waterworks Amphitheater on June 1, 2019. Discussion was held.

Commissioner Moffatt moved to allow cereal malt beverages at the Waterworks Amphitheater event, June 1, 2019. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission about an appointment to the Senior Citizens Board. Discussion was held.

Commissioner Johnson moved to appoint Mina Olson to the Senior Citizens Board with a term ending date of December 31, 2020. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a City Hall/Police Department Site. Discussion was held.

Commissioner Moffatt moved to approve 4th & Main Streets for the construction of a City Hall facility and 4th & Wisconsin Streets for the construction of a Police Department facility. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the content and approval of a Tennis Complex Sign. Discussion was held.

Commissioner Johnson moved to approve the Gary Huff Tennis Complex sign content as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Main Street Crosswalk Project. Discussion was held. No action taken.

Administrator Truelove addressed the Commission regarding the resignation of an employee. Discussion was held.

Commissioner Moffatt moved to accept the resignation of Donnie Anderson from the Police Department effective May 29, 2019. Seconded by Commissioner Johnson. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on (continued on next page)

Neodesha, Kansas
May 22, 2019 (cont.)

Wednesday, June 12, 2019 at 2:00 p.m.

Commissioner Johnson moved to recess to an Executive Session including the Governing Body, City Administrator and Assistant City Clerk to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at 4:20 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 4:20 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

At 4:25 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Johnson. Motion carried.

ATTEST:

/s/Terry M. Harper

Terry M. Harper, Mayor

/s/Stephanie Fyfe

Stephanie Fyfe, Assistant City Clerk

APPROPRIATION REPORT

ORDINANCE NO 10

6/12/2019

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	223.47	53123	6/12/2019
A T & T	PHONE CHARGES	214.53	53124	6/12/2019
A T & T	FIBER OPTIC SYSTEM	771.50	53125	6/12/2019
ADVANCE INSURANCE COMPANY	JUNE PREMIUMS	501.41	53128	6/12/2019
AFC INTERNATIONAL INC	SENSOR, CALIBRATION	265.17	53129	6/12/2019
ATMOS ENERGY	JUNE GAS UTILITIES	78.46	53130	6/12/2019
BLUBOOTS	UNIFORMS	600.22	53131	6/12/2019
BORDER STATES INDUSTRIES INC	TRANSFORMERS	2,769.15	53132	6/12/2019
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	40.62	53133	6/12/2019
CABLE ONE	INTERNET SERVICE - CITY HALL	120.34	53134	6/12/2019
CABLE ONE	INTERNET SERVICE - PD	120.34	53135	6/12/2019
CABLE ONE	INTERNET SERVICE - CITY HALL	120.34	52851	4/12/2019
CABLE ONE	INTERNET SERVICE - PD	120.34	52852	4/12/2019
CARTER WATERS	COLD PATCH	2,145.84	53136	6/12/2019
CASH/CITY OF NEODESHA	EMPLOYEE COMMITTEE BIRTHDAYS	160.00	52849	4/12/2019
CDL ELECTRIC CO INC	STREET LIGHT REPAIRS	280.00	53137	6/12/2019
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	325.70	53138	6/12/2019
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	65.55	53139	6/12/2019
CLEAVER FARM & HOME	CULVERT TUBING, SPRAYER	1,478.12	53140	6/12/2019
CORE & MAIN	MARKING FLAGS, MARKING PAINT	734.08	53141	6/12/2019
CULLIGAN OF INDEPENDENCE	JUNE WATER SERVICE	229.17	53142	6/12/2019
D & D AUTO REPAIR & ALIGNMENT	OIL CHANGE	104.99	53143	6/12/2019
D C & B SUPPLY INC	GAS METERS	9,949.96	53144	6/12/2019
DAVIS MOORE AUTO COMPLEX	2019 DODGE CHARGER	24,317.97	52848	4/11/2019
DEERE CREDIT INC	ANNUAL MINI EXCAVATOR LEASE	8,545.57	53145	6/12/2019
DON ADAMS	REFUND LOT PURCHASE	5,000.00	53126	6/12/2019

EMG	MAY BILLING	1,029.00	53146	6/12/2019
ESO SOLUTIONS INC	ANNUAL LICENSE SUPPORT	795.00	53147	6/12/2019
EXTREME SPORTS	DRYSUIT, BOOTS	815.00	53148	6/12/2019
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	150.00	53149	6/12/2019
FASTENAL COMPANY	SAW BLADES, SAFETY GLASSES	431.10	53150	6/12/2019
FIREX, INC	EXTINGUISHER INSPECTIONS	2,344.00	53151	6/12/2019
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS, DEWINTERIZE POOL	820.52	53152	6/12/2019
G & W FOODS	GATORADE, WATER, SUPPLIES	203.60	53153	6/12/2019
GENERAL MACHINERY OF PITTSBURG	NUTS/BOLTS/WASHERS	16.00	53154	6/12/2019
GERKEN RENT-ALL	SANITATION UNITS	556.20	53155	6/12/2019
HAWKINS INC	CHEMICALS	2,498.67	53156	6/12/2019
HUGH'S TEL COM	PHONE/IT SERVICES	1,516.45	53157	6/12/2019
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	1,179.50	53158	6/12/2019
IMAGE TREND INC	ANNUAL ELITE EMS FIELD SUPPORT	874.18	53159	6/12/2019
INDEPENDENCE DAILY REPORTER	PUBLICATIONS	50.00	53160	6/12/2019
INDUSTRIAL CRATING INC	KIDDIE CARPET	2,070.00	53161	6/12/2019
JARRED, GILMORE & PHILLIPS PA	FINAL AUDIT BILLING	7,500.00	52847	4/10/2019
JERRY INGRAM FIRE & RESCUE	FIRE BOOTS, LED LIGHTS	1,974.65	53162	6/12/2019
KANSAS ONE-CALL SYSTEM, INC	MAY LOCATES	34.80	53163	6/12/2019
KUSTOM SIGNALS, INC	VIDEO INSTALL	475.00	53164	6/12/2019
LITTLE BEAR TIRE	TIRE REPAIR	15.00	53165	6/12/2019
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	341.88	53166	6/12/2019
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,702.30	53167	6/12/2019
MELS PRINTING	TIMECARDS, MOVING TICKETS	166.70	53168	6/12/2019
MERLE KELLY FORD, INC	RELAY VALVE	233.81	53169	6/12/2019
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTIONS	194.95	53170	6/12/2019
NEODESHA DERRICK	PUBLICATIONS	468.00	53171	6/12/2019
NEW BEGINNINGS ENTERPRISES INC	POOL CONCESSIONS, DOCU SHRED	612.60	53172	6/12/2019
NEWTON LUMBER CO INC	BLDG MATERIALS & SUPPLIES	236.24	53173	6/12/2019
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	8,646.82	53174	6/12/2019
PITNEY BOWES	POSTAGE MACHINE LEASE	757.74	53175	6/12/2019

PIZZA HUT	CATERING - ECO DEVO MEETING	81.09	52846	4/2/2019
PORTER DRUG STORE	UPS CHARGES	32.95	53176	6/12/2019
PUD LLC	HERBICIDE	3,921.46	53177	6/12/2019
PYRAMIDE USA INC	CLIMBING WALLS, ZIP LINE	21,854.50	53178	6/12/2019
RAILROAD MANAGEMENT CO LLC	POWERLINE ENCROACHMENTS	1,746.60	53179	6/12/2019
RAILROAD MANAGEMENT CO LLC	POLE LEASE	1,322.03	53180	6/12/2019
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	29,866.63	53181	6/12/2019
RED BUD SUPPLY INC	RAINBOOTS	219.98	53182	6/12/2019
RURAL WATER DISTRICT 4	AIRPORT WATER	27.16	53183	6/12/2019
RURAL WATER DISTRICT 4	AIRPORT WATER	27.16	52853	4/12/2019
SENSIT TECHNOLOGIES	GAS DETECTOR REPAIR	249.53	53184	6/12/2019
SIGN DESIGN	UNIFORM SHIRTS	60.00	53185	6/12/2019
SOCKET TELECOMM LLC	PHONE CHARGES	299.09	53186	6/12/2019
SOUTH KANSAS & OKLAHOMA RR INC	LINE LEASE	613.12	53187	6/12/2019
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	2,284.48	53188	6/12/2019
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	85.00	53189	6/12/2019
TASC	CLAIM CARD/ ADMIN FEES	534.06	53190	6/12/2019
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,758.27	53191	6/12/2019
TRAFFIC SAFETY WAREHOUSE	BARRICADES	1,140.00	53192	6/12/2019
UNITED HEALTHCARE	REFUND OVERPMT AMBULANCE BILL	1,679.99	53193	6/12/2019
UNIVERSITY OF KANSAS	REGISTRATION - SAM TOMLINSON	250.00	53194	6/12/2019
US BANK EQUIPMENT FINANCE	COPIER LEASE	775.58	53195	6/12/2019
US BANK EQUIPMENT FINANCE	COPIER LEASE	775.58	52855	4/12/2019
US CELLULAR	CELL PHONE CHARGES	73.08	53196	6/12/2019
US POST OFFICE	UTILITY BILL MAILING	312.34	52859	4/29/2019
VISA CARD SERVICES	LODGING, EXPENSES, TOOLS, ADS	6,318.59	52856	4/12/2019
VISA CARD SERVICES	TRAINING EXPENSES, SPEED BUMPS	4,710.21	52546	3/26/2019
WESTAR ENERGY	STREETLIGHTS @ OTTAWA	67.09	53197	6/12/2019
WESTAR ENERGY	STREETLIGHTS @ OTTAWA	69.25	52854	4/26/2019
WESTERN AUTO	WEEDEATER SUPPLIES, FILTERS	374.94	53198	6/12/2019
WEX BANK	FUEL	7,000.27	52858	4/12/2019

WICHITA STATE UNIVERSITY	REGISTRATION FEE - BOBBY BUSCH	325.00	53199	6/12/2019
WILSON COUNTY COORDINATOR	2019 LANDFILL AGREEMENT	16,000.00	53200	6/12/2019
WILSON COUNTY TREASURER	2019 DODGE CHARGER TAG	28.75	52850	4/12/2019
WILSON MEDICAL CENTER	MAY SALES TAX DISTRIBUTION	21,130.42	53201	6/12/2019
WOODS LUMBER COMPANY	DRYWALL, SCREWS	262.46	53202	6/12/2019
**** PAID TOTAL ****		225,269.21		

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services dated May 31, 2017.**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4**

The Effective Date of this Amendment is: June 12, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: May 31, 2017

Owner: City of Neodesha

Engineer: Professional Engineering Consultants, P.A.

Project: Infrastructure improvements which include replacement of raw water intake structure, repair of Fall River Dam, elevated water storage, waterlines, sanitary sewer and lift station, and electrical improvements

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

- A. Amend Article 1.01.A. and Article A. in amendment number 3 by adding "0.2 MG Elevated Water Storage Tower" back into the project list.
- B. Amend Articles C2.01 and C2.04 to read as follows:

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- a. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 - i. A Lump Sum amount of \$470,600 based on the following estimated distribution of compensation:
 - 1. Study and Report Phase \$0
 - 2. Preliminary Design Phase \$80,616
 - 3. Final Design Phase \$258,934
 - 4. Bidding and Negotiating Phase \$24,350
 - 5. Construction Phase \$96,855
 - 6. Post-Construction Phase \$9,845

- b. The increased price for basic services is for adding the water tower scope back into the project. The increase includes \$10,000 for Preliminary Design, \$30,000 for Final Design, \$3,000 for Bidding, and \$6,000 for construction phase.

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

- a. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
 - i. Resident Project Representative Services: For services of Engineer’s Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any. The total compensation under this paragraph is estimated to be \$471,860 based upon full-time RPR services on an eight-hour workday, Monday through Friday, ~~over a [] day construction schedule.~~
 - ii. The increased price for Resident Project Representative Basic Services is to provide RPR services for the water tower project that was added back into the project scope and for additional fee to cover RPR services for the River Intake Improvements project. The increased price for the water tower project is \$73,480. The increase price for the River Intake Improvements is \$65,000.
 - 1. The additional fee for the river intake project is due to issuing a time extension for construction for 71 days due to abnormal weather conditions and differing site conditions at the location of the proposed intake structure.

C. Amend article C2.05.A.1 by adding the following sentence: “The total compensation under this paragraph is estimated to be \$227,411 and this amount shall not be exceeded without written approval of Owner and concurrence of Agency”. This sentence shall also replace the second paragraph from Amendment 1.

- a. The increased price for additional services is for adding the water tower scope back into the project in the amount of \$25,450.

Agreement Summary:

Original agreement amount:	\$ <u>1,167,400</u>
Net change for prior amendments:	\$ <u>(210,459)</u>
This amendment amount:	\$ <u>212,930</u>
Adjusted Agreement amount:	\$ <u>1,169,871</u>

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

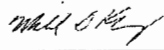
OWNER:

ENGINEER:

City of Neodesha

Professional Engineering Consultants, P.A.

By: _____
Print
name: Terry M. Harper

By: 
Print
name: Michael D. Kelsey, P.E.

Title: Mayor

Title: Principal, Municipal Division Manager

Date Signed: June 12, 2019

Date Signed: 05/30/19



Remediation Management Services Company

150 West Warrenville Road
MC-200-1N
Naperville, IL 60563
Phone: (331) 702-3252
Fax: (630) 420-3738
mary.wojciechowski@bp.com

June 5, 2019

City of Neodesha
Ed Truelove
City Administrator
PO Box 336
Neodesha, KS 66757

Dear Mr. Truelove:

The purpose of this letter is to request permission for BP Products North America Inc. (BP), to conduct additional environmental assessment activities as outlined in the Pre-design Investigation (PDI) and Pilot Test Workplan for the Former Refinery in Neodesha, Kansas. The proposed work defined in the PDI and Pilot Test Workplan was approved by the Kansas Department of Health and Environment (KDHE) on May 14, 2019. A copy can be made available upon request. A Limited Access Agreement for the assessment activities proposed on your property is enclosed along with a return envelope for the signed agreement.

The assessment activities include an investigation to further characterize suspected contamination in the area surrounding BP's treatment building as shown on Figure 1 attached to this letter. The proposed investigation includes:

- Installation of up to 3 monitoring well pairs (up to 6 wells total) to depths of approximately 30 feet below ground surface (bgs)
- Collection of groundwater samples and velocity probe readings from the up to 6 installed monitoring wells

Installation of the monitoring wells will require use of a direct push drill rig and will include the collection of soil samples. Each open boring with the augers will be approximately 8-inch diameter, and each monitoring well will be 2-inch diameter. Each pair of monitoring wells will include one well installed to approximately 20 feet bgs and one well installed to approximately 30 feet bgs. Each monitoring well will be completed with a metal well protector extending 30 inches above ground surface with a 2-foot square concrete pad at the surface. Investigation-derived waste will be collected and contained in 55-gallon drums. The drums will be removed from the property once field work is complete and stored on BP property pending characterization, transportation, and disposal.

Drilling work is anticipated to take approximately 10 days to complete in this area. The collection of groundwater samples and velocity probe readings is expected to take



approximately 3 days and would be repeated approximately quarterly. A signed Limited Access Agreement is requested by June 14, 2019.

Upon receipt of a signed agreement, BP will provide notification of the work being conducted. BP would like to conduct the work in July 2019 with quarterly groundwater sampling and monitoring thereafter. You will be notified upon completion of the drilling work and prior to each monitoring event.

Thank you for your cooperation. If you have any questions, please feel free to contact me at (331) 702-3252, or my contractor, Starlet Wright, at (813) 767-1959.

Reference:

Sovereign Consulting, Inc. (2019), *BP Products North America, Inc., Pre-Design Investigation and Pilot Test Workplan, Amoco Neodesha Former Refinery, Neodesha, Kansas*. March 27, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary W." followed by a long horizontal line.

Mary Wojciechowski
Operations Project Manager
Remediation Management Services Company
An affiliate of BP Products North America Inc.

Attachments

cc: Scott Ziegler, BP
Stephen Gonzalski, BP
Vilia Drazdys, BP
Starlet Wright, Sovereign Consulting Inc.

LIMITED ACCESS AGREEMENT

This Limited Access Agreement (“Agreement”) is entered into as of the date of authorization below, between BP Products North America, Inc./Atlantic Richfield Company (BP) and the identified property Owner (“Grantors”). Grantors are the owners of certain real property (the “Property”) located near the City of Neodesha, Wilson County, State of Kansas, and more particularly described as follows:

COMMON ADDRESS(S):

1310 W Tank St, 1215 N 12th St

LEGAL DESCRIPTION(S):

All that certain piece or parcel of land, situated and lying in:

S18, T30, R16E

PARCEL INDEX NUMBER(S):

1031941804011002000

1031941804012002000

The undersigned (BP and Grantors) hereby agree as follows:

Grantors agree to grant BP, including its consultants and contractors, access to the above referenced Property in order to perform certain environmental assessment activities in connection with the investigation of the Former Amoco Neodesha Refinery located on and in the vicinity of the Property (the “Work”). The assessment activities include an investigation to further characterize suspected contamination in the area surrounding BP’s treatment building as shown on attached Figure 1. Specific activities to be conducted include:

1. Installation of up to 3 nested monitoring well pairs (up to 6 wells total).
2. Collection of quarterly groundwater samples and velocity probe readings from the up to 6 installed monitoring wells.
3. BP, including its consultants and contractors, shall conduct themselves in a business-like, professional manner and shall use reasonable efforts during performance of the Work to avoid or minimize interruption to the business or personal use of the Property as a result of the Work. BP shall undertake reasonable measures to repair any damage to property that may occur as a result of its performance of the Work at the Property, though not anticipated.

4. BP agrees to provide Grantors with the results of analytical testing, reports and other correspondence and materials relating to the Work as they are submitted to the appropriate State or Federal regulatory authorities, in this case, the Kansas Department of Health and Environment (KDHE).
5. BP will defend, indemnify, and hold harmless Grantors from third party causes of action resulting from the negligence of BP or its agents in performing the Work, described above, on the Property.
6. BP, including its consultants and contractors, shall have the right to permit representatives of the KDHE to accompany them as appropriate during the Work on the Property.
7. It is hereby agreed that neither this Agreement, nor BP's willingness to perform the Work on the Property shall be construed as an admission against BP's interest, an assumption of liability or waiver of any rights by BP.
8. This Agreement shall expire on June 30, 2021, but may be extended by mutual consent of the parties. Nothing in this Agreement shall be deemed an admission, or used as evidence, on any issue of law or fact in any dispute, proceeding, or litigation.

BP:

Grantors:

By:

Its Authorized Representative

Mary Wojciechowski, Project Manager

Name

Date

Name

Date

