



Sterling City Commission Regular Meeting Agenda

114 N. Broadway Avenue, Sterling, Kansas
May 18, 2026, at 6:00pm

A. Call to Order

B. Invocation

C. Approval of the Agenda

D. Citizen Comments

E. Appointments, Proclamations, Recognitions, & Nominations

1. Appoint Marilee Kruse to serve as a Board Member on the Library Board.
2. Appoint Hannah Langford to serve as a Board Member on the Library Board.
3. Recognize Justin Carter, Police Officer, Sterling Police Department for educational achievements.

F. Consent Agenda

Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, the item will be removed from the Consent Agenda and considered separately.

1. Approval of minutes
 - A. Regular Meeting May 4, 2026.
2. Accounts Payable
 - A. Wednesday, May 13, 2026, for \$153,968.
3. Approve special event permit for the Sterling Chamber of Commerce / Sterling Main Street, Old Fashioned Fourth of July.
4. Approve special event permit for the Sterling Chamber of Commerce / Sterling Main Street, Fourth of July Street Dance.
5. Approve special event permit for the Great Plains Antique Tractor Club, Tractor Pull.
6. Approve fireworks display application for Rainbow Fireworks, Inc.

G. Old Business

H. New Business

1. Approve an agreement for a City street condition evaluation.

I. City Manager's Report

J. Governing Body Comments

K. Executive Session

L. Adjournment

Next Assigned Numbers for:
Charter Ordinance No. 18
Ordinance No. 2593
Resolution No. 902

Notice: Subject to Revisions

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the commission chambers or lobby of City Hall. No one is excluded from these areas during those times.

E.1 Appoint Marilee Kruse to serve as a Board Member on the Library Board.

Exhibit A – Marilee Kruse civic board application (2 pages)

APPLICATION FOR APPOINTMENT TO CITIZEN BOARDS



APPLICANT INFORMATION

Name: *Marilee Kruse*
Residence address: *150 Beth Dr.*
City: *Sterling* State: *KS* ZIP: *67579*
Phone: *620-278-3520* Email: *marileekruse@icloud.com*

EMPLOYMENT INFORMATION

Employer: *Retired*
Address:
City: State: ZIP:
Phone:

STATEMENT OF INTEREST

Name of Board (please submit a separate application for each board):

Sterling Free Public Library Board

1. What is your interest in serving on this board?

refer to attached

2. Describe your current and or past involvement in the community.

attached response

3. What special background or skills do you possess that is applicable to serving on this board?

attached response

Signature of applicant:

Marilee Kruse

Date:

5/12/2026

Return applications **and a current resume** to:

City of Sterling, 114 North Broadway, PO Box 287, Sterling, KS 67579

or email to

sterlingcity@sterling-kansas.com

1. What is your interest in serving on this board?

I have been looking for a place to volunteer and serving on the Library board is a good fit. Reading is my passion and I look forward to help maintain this historic building and keep it as a focal point in our community.

2. Describe your current and or past involvement in the community.

*I was an original member of the Food Bank board and helped set up the current facility and then worked as a volunteer.

*I was actively involved performing in and working with The Sterling Community Theatre Troupe.

*I taught English at Sterling High school for 22 years and was the Debate and Forensics coach with Betsy Dutton. I was also the Gifted Para and long term sub for USD 376 before my classroom experience.

3. What special background or skills do you possess that is applicable to serving on this board?

Sterling has been our home for 43 years. I love this community and care about making it be the best it can be. One of my favorite themes as an English teacher was 'you read to succeed.' The role of the library in keeping this community alive and well is to make sure that every year the number of readers grows. I was blessed to experience a Carnegie Library in Newton, Kansas, as my first experience with books. The Sterling Free Public Library serves as a proud reminder of the Carnegie legacy and I am excited to be a board member.

E.2 Appoint Hannah Langford to serve as a Board Member on the Library Board.

Exhibit A – Hannah Langford civic board application; personal statement (2 pages)

APPLICATION FOR APPOINTMENT TO CITIZEN BOARDS



APPLICANT INFORMATION

Name: Hannah Langford

Residence address: 408 West Jefferson Ave

City: Sterling State: Kansas ZIP: 67579

Phone: 620-204-9858 Email: hannahlangford@gmail

EMPLOYMENT INFORMATION

Employer: none

Address:

City: State: ZIP:

Phone:

STATEMENT OF INTEREST

Name of Board (please submit a separate application for each board):
Library

1. What is your interest in serving on this board?
I have been looking for opportunities to be more involved in the community. As a mom of four who frequents the library and is passionate about reading and literacy, it feels like a good fit.

2. Describe your current and or past involvement in the community.
I have been living, going to school, and/or working in this community since I was thirteen years old. 20 years

3. What special background or skills do you possess that is applicable to serving on this board?
I have a deep love and appreciation for this community as well as a personal understanding of the importance of the library in our community.

Signature of applicant: Date: 4-28-26

Return applications and a current resume to:
City of Sterling, 114 North Broadway, PO Box 287, Sterling, KS 67579
or email to
sterlingcity@sterling-kansas.com

Library Board Member Application

From Hannah Langford <hannahlangford@gmail.com>

Date Thu 5/7/2026 8:38 AM

To Sterling City <sterlingcity@sterling-kansas.com>

[External Sender]

Good morning, after speaking with Lindsey Wilson about my application she asked me to email a quick summary about myself. As you will see in my application my name is Hannah Langford. I grew up in Sterling and attended Sterling jr. high, high school, and ended my education at Sterling college pursuing a business degree and competing on the track team for three years. Early in my adulthood I also worked at Little Cub Childcare. I have been a stay at home mom ever since leaving Little Cub Childcare in 2018.

I have four boys, ages 10, 8, 5, and 3. My husband is the head football coach at Sterling College and we were so blessed to move to town 2 years ago after some great coaching opportunities and living overseas. I have been homeschooling for the last 4 years. This past year we joined a homeschool co-op where I volunteered and taught 4th through 6th graders.

Being an avid reader, I have built a deep love and appreciation for reading and the library into our family culture. The library is a constant in our weekly routine. I am thankful for the joy and learning the Library has brought to myself and now my children. I would love to be involved in something that has made such an impact in my life and continues to make such an impact on the lives of others.

Thank you!

E.3 Recognize Justin Carter, Police Officer, Sterling Police Department for educational achievements.

F. Consent Agenda Highlights

1. Approval of minutes
 - A. Regular Meeting May 4, 2026.

2. Accounts Payable
 - A. Wednesday, May 13, 2026, for \$153,968.
 - KMEA-GRDA – purchased power: \$54,028
 - KMEA-EMP3 – purchased power: \$48,174
 - GLT Services – tree trimming: \$8,755
 - Stutzman Refuse Disposal – solid waste services: \$7,369
 - KS Dept. of Revenue – sales tax: \$6,580

3. Approve special event permit for the Sterling Chamber of Commerce / Sterling Main Street, Old Fashioned Fourth of July.

4. Approve special event permit for the Sterling Chamber of Commerce / Sterling Main Street, Fourth of July Street Dance.

5. Approve special event permit for the Great Plains Antique Tractor Club, Tractor Pull.

6. Approve fireworks display application for Rainbow Fireworks, Inc.

**STERLING CITY COMMISSION
REGULAR MEETING MINUTES
May 4, 2026**

The Board of Commissioners of the City of Sterling met in a regular session on Monday, May 4, 2026, at 6:00 P.M. in the meeting room at City Hall. Those present were Clint Bundy, Todd Rowland, and Bob Boltz, City Commissioners; Brian Inwood, Mayor; Ian Hutcheson, City Manager; Jessi Dobson, City Clerk; Scott Bush, City Attorney; Richard Tommer, Police Sergeant, Sterling Police Department; Grant Urban, Project Architect, BG Consultants; Debbie Gibson, Library Director, Sterling Free Public Library; Dwight Nichols, Chairman, Park Advisory Board and Reporter, Sterling Bulletin.

Stephanie Marsh-Ballinger, Deputy Director, South Central Kansas Economic Development District via teleconference.

Richard Jones, Jr., City Commissioner, absent.

Dwight Nichols was present for the Sterling Bulletin.

Mayor Inwood called the meeting to order.

INVOCATION AND FLAG SALUTE: Led by Commissioner Rowland.

APPROVAL OF AGENDA:

Commissioner Rowland moved, and Commissioner Bundy seconded to approve the agenda. The motion carried 4-0.

CITIZEN COMMENTS: None.

APPOINTMENTS, PROCLAMATIONS, RECOGNITIONS, & NOMINATIONS:

1. Appoint Glenna Hass to serve as a Board Member on the Library Board.

City Manager Hutcheson recommended appointing Glenna Hass to a vacant position on the Library Board. Hutcheson informed the City Commission that there are two more vacancies on the Board that remain to be filled.

Commissioner Rowland moved, and Commissioner Boltz seconded to appoint Glenna Hass to a Board Member position on the Library Board. Motion carried 4-0.

CONSENT AGENDA:

1. Approve April 20, 2026, Regular Meeting Minutes.
2. Approve May 1, 2026, Accounts Payable.

Commissioner Bundy moved, and Commissioner Boltz seconded to approve the Consent Agenda. Motion carried 4-0.

OLD BUSINESS: None.

NEW BUSINESS:

1. Receive a preliminary architectural report (PAR) from BG Consultants for the Library accessibility improvements project.

City Manager Hutcheson introduced Grant Urban, a Project Architect with BG Consultants, who presented the preliminary architectural report (PAR) for the library accessibility improvements project. Hutcheson also welcomed Stephanie Marsh, Deputy Director for the South Central Kansas Economic Development District, via teleconference, who can help answer questions related to grant funding for the project. The Sterling Free Public Library occupies an original Carnegie library built in 1917. As the property owner, the City is primarily responsible for building maintenance and improvements. The building houses an elevator which transports staff and patrons from the ground level to the main floor of the building. This elevator is essential for making the building accessible to individuals with mobility challenges and for compliance with the provisions of the Americans with Disabilities Act (ADA) of 1990, which generally requires all public facilities be accessible to people with such challenges. The library elevator has been operating inconsistently for several months to the point where it can be safely relied upon for everyday use. The three basic alternatives available to the City for making the ADA improvements needed to the library are 1) to repair the existing elevator, 2) replace the elevator, or 3) construct ramp access to the building.

On February 16, 2026, the City approved an agreement with BG Consultants to develop a PAR for the project which would provide an analysis of the building's accessibility barriers and cost estimates for suggested solutions. A PAR would also be pre-requisite for most grant programs which could help to fund accessibility improvements.

BG Consultants have completed the PAR for the library accessibility improvements project, which was included in the agenda packet. Sections 1 – 3 of the report present background on the library building, including justifications for accessibility improvements and an analysis of the existing building.

Section 4 of the PAR presents five alternatives with cost estimates for improving the accessibility of the building. The combined cost of Alternative 1a and 1b, which was not presented in the report, was included in the memo for the item.

The PAR was prepared in anticipation of the City's application to the Community Development Block Grant (CDBG) Community Facilities Small Grants or Large Grants programs. The cost estimates given in the report will be required for the grant pre-application, and a PAR must be submitted with the full application. The estimated costs for Alternatives 1a and 1b by themselves, and Alternatives 2 and 3 are within the project cost range of Small Grants program, which provides funding for projects with a cost of \$210,000 or less. The cost of Alternatives 1a and 1b combined and Alternative 4 would be appropriate for the Large Grants program, which provides funding for projects costing up to \$1,500,000. The local match required for the Small Grants and Large Grants programs are 10% and 20%, respectively. It may be possible to structure the Library accessibility improvements project in such a way that it is within the range of the Small Grants program, which would be beneficial to the City given the relatively lower matching requirement compared to the Large Grants program. The PAR may also be used in support of applying to other grant opportunities, other than the CDBG programs.

NEW BUSINESS (cont.):

Hutcheson shared that there is no recommendation for action at this time and the intent of this item was to receive the PAR and discuss its findings. However, to apply to the CDBG Community Facilities programs, the City must decide which alternative it intends to pursue grant funding for. The estimated cost of the five alternatives presented in the PAR ranges from \$136,902 for Alternative 1a to \$396,074 for Alternative 4.

Legally, to comply with the requirements of the Americans with Disabilities Act (ADA) of 1990, the library building must be accessible to all potential patrons, including those with mobility challenges who may not be capable of safely navigating staircases. Hutcheson, Urban, Marsh and City Attorney Bush helped answer questions from the City Commission as they reviewed the different options, costs, grant regulations and ADA compliance requirements. Library Director Gibson was also present to explain how the project would impact daily operations at the library and answer additional questions from the City Commission.

Hutcheson recommended that the City Commission receive the PAR for the Library accessibility improvements project.

Commissioner Rowland moved, and Commissioner Bundy seconded to receive the PAR for the Library accessibility improvements park. Motion carried 4-0.

2. Approve installation of a story walk at Library Park.

City Manager Hutcheson reviewed a proposal to install a story walk at Library Park. In 2026, the Sterling Free Public Library was the recipient of a \$10,000 grant from the Carnegie Corporation of New York as one of the nation's original Carnegie libraries still in operation. The Library Board intends to use a portion of this grant towards the installation of a story walk in the City's Library Park.

A story walk is an interactive, outdoor educational feature intended to promote literacy and outdoor play for children. A story walk presents a narrative which can be read by progressing through a series of installations positioned along an outdoor path, typically located in a public park. The installations containing the different parts of the story are designed to withstand the elements and may be placed on free-standing pedestals or attached to some other durable outdoor feature, such as a tree or a fence. The stories can be changed on a regular basis to maintain the interest of children and families in engaging in the story walk.

On February 24, 2026, representatives from the Library presented a proposal to install a story walk at a City park to the Park Advisory Board. After discussing the project, there was a consensus that the ideal location for the story walk would be at the Library Park. Since that time, representatives from the Library have communicated more details about the planned installation with the Chairman of the Park Advisory Board. The Park Advisory Board is satisfied with the Library's plans for installing the story walk, and has indicated that the project is ready to be considered by the City Commission for final approval.

Hutcheson shared that the Library intends to install one free-standing pedestal marking the start of the story walk, and attach the successive story stations to the metal fence that runs along the east, west and south ends of the park. The stations will display the story segments in durable, weatherproof vinyl covers and will be attached to the fencing using sturdy zip ties. Images displaying examples of story walks and the dimensions of the pedestal were included in the

NEW BUSINESS (cont.):

agenda packet.

The Library Board will assume all costs related to the installation and maintenance of the story walk. The City may provide the labor to install the pedestal free of charge. Library Director Gibson, and Dwight Nichols, Chairman of the Park Advisory Board, were present to share information and address questions related to the proposed project.

Hutcheson recommended that the City Commission approve the installation of a story walk at Library Park.

Commissioner Bundy moved, and Commissioner Rowland seconded to approve the installation of a story walk at the Library Park. Motion carried 4-0.

CITY MANAGER’S REPORT:

City Manager Hutcheson began by sharing that a leak in the water distribution system in the vicinity of Washington Avenue and N. Broadway Avenue was located and repaired today, May 4. Hutcheson thanked the Public Works crew for devoting their time to making the necessary repairs.

Hutcheson also shared that the Municipal Pool Steering Committee held a meeting on April 21, to review a proposal for a new/upgraded pool from Carrothers Construction, and discussed soliciting additional proposals from other contractors, and establishing a non-profit organization devoted to fundraising towards the cost of a new/upgraded pool.

GOVERNING BODY COMMENTS:

Commissioner Bundy noted that there is a significant drop off from the pavement to the gravel portion of the road running along the east side of Sterling Lake Park. Bundy requested for City Manager Hutcheson to refer the matter to Public Works staff to possibly install additional gravel in the area around S. 3rd Street E. Van Buren Street and E. Garfield Avenue so that visitors to the park may safely utilize the angled parking stalls in the area.

EXECUTIVE SESSION: None.

ADJOURNMENT: There being no further business to come before the Commission, it was moved by Commissioner Rowland and seconded by Commissioner Boltz to adjourn. The motion carried 4-0.

Brian Inwood, Mayor

Todd Rowland, Commissioner

Clint Bundy, Commissioner

Richard L. Jones, Jr., Commissioner

Bob Boltz, Commissioner

Jessi Dobson, City Clerk

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
FIRST BANK								
114-5216712-7774656	1	5/18/26	5/13/26	1261 AMAZON CAPITAL SERVICES PARK MAINT:WATER FOUNTAINSOLEN	121.82	01	01-15-5241 E-PAYMNT 3140357 5/14/26	1
				INVOICE TOTAL	121.82			
				VENDOR TOTAL	121.82			
1323 ANSWER PRO, LLC								
56550-050926	1	5/18/26	5/09/26	BASE RATE 4/11-5/8 17.76MIN	148.84	03	03-60-5399	1
	2			OVER PD FOR APRIL INVOICE (X2)	141.75-	03	03-60-5399	1
				INVOICE TOTAL	7.09			
				VENDOR TOTAL	7.09			
1449 BG CONSULTANTS								
25-1185M #14	1	5/18/26	5/05/26	KMW SPLTWARPR/COSTENG SERV17.5	2,214.50	44	44-40-5399	1
	2			KMW SPLTSWRPR/COSTENGSERV 6.5	1,001.00	44	44-02-5399	1
				INVOICE TOTAL	3,215.50			
261139 INV NO2 SPL.5	1	5/18/26	5/06/26	SFPL PRELIMARTSERV PARTOF 4484	2,392.00	01	01-00-5313	1
				INVOICE TOTAL	2,392.00			
				VENDOR TOTAL	5,607.50			
579 BLACK HILLS ENERGY								
5/5 STMT 2026	1	5/18/26	5/05/26	MAY ENERGY 4/2-5/4/2026	44.81	01	01-00-5306	1
				INVOICE TOTAL	44.81			
5/5 STMT FD 2026	1	5/18/26	5/05/26	MAY ENERGY 3/4-4/2/2026	59.01	01	01-11-5399	1
				INVOICE TOTAL	59.01			
5/5 STMT PP 2026	1	5/18/26	5/05/26	MAY ENERGY 4/2-5/4/2026	38.13	03	03-50-5306	1
				INVOICE TOTAL	38.13			
5/5 STMT SHOP 2026	1	5/18/26	5/05/26	MAY ENERGY 4/2-5/4/2026	96.54	03	03-60-5306	1
				INVOICE TOTAL	96.54			
5/5 STMT SPL 2026	1	5/18/26	5/05/26	MAY ENERGY 4/2-5/4/2026	49.52	01	01-00-5313	1
				INVOICE TOTAL	49.52			
				VENDOR TOTAL	288.01			
21 BOLEN OFFICE SUPPLY, INC								
163427	1	5/18/26	5/06/26	OP SUPPLIES: PRINTER TONER MAG	112.88	03	03-60-5223	1
				INVOICE TOTAL	112.88			
163446	1	5/18/26	5/12/26	OP SUPPLIES: PRINTER TONER BLK	98.60	03	03-60-5223	1
				INVOICE TOTAL	98.60			
163650	1	5/18/26	4/29/26	OP SUPPLIES: PRINTER TONER	112.88	03	03-60-5223	1
				INVOICE TOTAL	112.88			
163676	1	5/18/26	5/08/26	OFFICE SUPPLIES: PAPAER CLIPS	9.12	01	01-00-5201	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	9.12			
				VENDOR TOTAL	333.48			
4400009943770	1	4/20/26	3/24/26	1285 BRIGHTSPEED PHONE 6202782031	57.88	18	18-41-5399	1
	2			CREDIT FROM JAN/FEB PMTS PHONE	115.43-	18	18-41-5399	1
				INVOICE TOTAL	57.55-			
470001180394	1	5/18/26	4/24/26	PHONE 6202782031	57.82	18	18-41-5399	1
				INVOICE TOTAL	57.82			
				VENDOR TOTAL	.27			
5-10-2026 STMT	1	5/18/26	5/10/26	710 BUMPER TO BUMPER AUTO PARTS CREDIT 457414 DISCOUNT APPLIED	1.95-	19	19-00-5207	1
				INVOICE TOTAL	1.95-			
				VENDOR TOTAL	1.95-		NO CHECK ISSUING	
3668	1	5/18/26	5/06/26	153 CHEMQUEST INC PP ENGCOOLING WAMAINT:VER-DATE	1,455.00	03	03-50-5243	1
	2			PP ENGCOOL WAMAINT:BROMINATE	1,575.00	03	03-50-5243	1
	3			PP ENGCOOL WA MAINT:DEFOAMER	52.50	03	03-50-5243	1
				INVOICE TOTAL	3,082.50			
3669	1	5/18/26	5/06/26	WA WELLS CHEMICAL:ALL CLEAR	3,245.00	02	02-60-5299	1
				INVOICE TOTAL	3,245.00			
				VENDOR TOTAL	6,327.50			
4/30/2026 STMT	1	5/18/26	4/30/26	29 CENTRAL PRAIRIE CO-OP PARKS MISC:ULT CRABGRASS- LAKE	636.25	01	01-15-5299	1
	2			PARKS MISC:ULT CRABGRASS- LAKE	305.40	01	01-15-5299	1
	3			PARKS MISC:ULTCRBGRS-LAKE MYST	172.70	01	01-15-5299	1
	4			VEHICLE DIESEL SM BKT TRK	108.41	03	03-60-5223	1
	5			VEHICLE DIESEL SKID STEER	82.45	19	19-00-5205	1
	6			VEHICLE DIESEL DIGGER	108.68	03	03-60-5205	1
	7			CREDIT FOR VEH GAS TAXES	52.34-	01	01-15-5205	1
	8			CREDIT FOR VEH DIESEL TAXES	69.01-	19	19-00-5205	1
	9			WEED CONTROL:2-4DLV/STRIKE32X2	344.25	19	19-00-5216	1
	10			OP SUP: GLOVES FOR PW QTY2	39.75	02	02-60-5223	1
	11			VEHICLE GAS FOR CHEVY	91.17	19	19-00-5205	1
	12			VEHICLE GAS FOR F-450	91.88	19	19-00-5205	1
	13			GAS FOR MOWER	16.61	01	01-15-5205	1
	14			GAS FOR MOWER	31.79	01	01-15-5205	1
	15			VEHICLE GAS FOR F350	49.52	19	19-00-5205	1
	16			GAS FOR MOWER	17.76	01	01-15-5205	1
	17			GAS FOR MOWER	17.46	01	01-15-5205	1
	18			VEHICLE GAS WAGS PICKUP	88.47	03	03-60-5205	1
	19			U1R-2DIEHARD BATT FOR MOWER	65.99	01	01-15-5211	1
	20			VEHICLE GAS FOR F-450	11.97	19	19-00-5205	1
	21			VEHICLE DIESEL FOR SM BKT TRK	100.28	03	03-60-5205	1
	22			MISC COM: GLOVES FOR PW QTY1	15.20	02	02-60-5299	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	23			GAS FOR CANS	46.72	03 03-50-5205	1
	24			VEHICLE GAS FOR F-350 SERV TRK	61.92	02 02-60-5205	1
	25			VEHICLE GAS FOR F550 DUMP TRK	51.03	19 19-00-5205	1
	26			VEHICLE DIESEL FOR SKID STEER	71.70	19 19-00-5205	1
	27			VEHICLE GAS FOR F-450	96.09	19 19-00-5205	1
	28			VEHICLE DIESEL FOR GRADER	190.93	19 19-00-5205	1
	29			OP SUP: GLOVES FOR PP QTY 1	18.80	03 03-50-5223	1
	30			VEHICLE DIESEL FOR BACKHOE	123.11	19 19-00-5205	1
	31			VEHICLE GAS/OIL:AUTO5W30/QTSYN	67.44	03 03-50-5205	1
	32			VEHICLE DIESEL FOR SM BKT TRK	106.11	03 03-60-5205	1
	33			PARK MISC: GRASS FESCUE LB	73.50	01 01-15-5299	1
	34			VEHICLE GAS FOR OLD DUMP TRK	47.32	19 19-00-5205	1
	35			GAS FOR MOWER	16.26	01 01-15-5205	1
	36			VEHICLE DIESEL FOR BACKHOE	53.00	19 19-00-5205	1
	37			VEHICLE DIESEL FOR JEFF'S TRK	67.00	19 19-00-5205	1
	38			VEHICLE DIESEL FOR SKID STEER	82.00	19 19-00-5205	1
	39			VEHICLE DIESEL FOR DUMP TRK	40.67	19 19-00-5205	1
	40			VEHICLE GAS & OIL	78.14	19 19-00-5205	1
	41			VEHICLE GAS FOR CHEVY 2500	95.00	03 03-50-5205	1
	42			VEHICLE GAS FOR F-250	49.91	19 19-00-5205	1
	43			VEH EXP:F-350 TIRE REPAIR STEM	20.00	02 02-60-5207	1
	44			VEHICLE DIESEL FOR SKID STEER	78.07	19 19-00-5205	1
	45			GAS FOR CANS	34.51	16 16-00-5205	1
	46			DIESEL FOR CANS	22.02	03 03-50-5205	1
	47			GAS FOR MOWER	11.70	01 01-15-5205	1
	48			VEHICLE DIESEL FOR SM BKT TRK	108.94	03 03-60-5205	1
	49			VEHICLE GAS FOR WAG'S TRUCK	98.15	03 03-60-5205	1
	50			VEHICLE DIESEL FOR F-450FLTBED	132.00	19 19-00-5205	1
	51			VEHICLE DIESEL FOR BACKHOE	66.01	19 19-00-5205	1
	52			VEHICLE DIESEL FOR DIGGER	106.24	03 03-60-5205	1
	53			VEHICLE GAS FOR F350	70.36	19 19-00-5205	1
	54			VEHICLE GAS FOR F-550	50.72	19 19-00-5205	1
	55			VEHICLE GAS FOR F-250 JEFF'S	58.01	19 19-00-5205	1
	56			VEHICLE DIESEL FOR SM BKT TRK	115.39	03 03-60-5205	1
	57			GAS FOR CANS - CEMETERY	57.05	16 16-00-5205	1
	58			GAS FOR MOWER	21.08	01 01-15-5205	1
				INVOICE TOTAL	4,761.54		
4/30/2026 STMT PD	1	5/18/26	4/30/26	VEHICLE GAS & OIL	59.79	01 01-01-5205	1
	2			VEHICLE GAS & OIL	41.58	01 01-01-5205	1
	3			VEHICLE GAS & OIL	37.33	01 01-01-5205	1
	4			VEHICLE GAS & OIL	37.45	01 01-01-5205	1
	5			VEHICLE GAS & OIL	48.79	01 01-01-5205	1
	6			VEHICLE GAS & OIL	40.72	01 01-01-5205	1
	7			VEHICLE GAS & OIL	35.68	01 01-01-5205	1
	8			VEHICLE GAS & OIL	62.61	01 01-01-5205	1
	9			VEHICLE GAS & OIL	61.54	01 01-01-5205	1
	10			VEHICLE GAS & OIL	39.17	01 01-01-5205	1
	11			VEHICLE GAS & OIL	65.06	01 01-01-5205	1
	12			VEHICLE GAS & OIL	41.00	01 01-01-5205	1
	13			VEHICLE GAS & OIL	53.25	01 01-01-5205	1
	14			VEHICLE GAS & OIL	44.27	01 01-01-5205	1
	15			VEHICLE GAS & OIL	71.49	01 01-01-5205	1
	16			VEHICLE GAS & OIL	39.54	01 01-01-5205	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	17			VEHICLE GAS & OIL	65.94	01 01-01-5205	1
				INVOICE TOTAL	845.21		
				VENDOR TOTAL	5,606.75		
				1459 GLT SERVICES			
1356	1	5/18/26	5/11/26	2026 TREE TRIMMING PROJECT	7,480.00	03 03-60-5314	1
				INVOICE TOTAL	7,480.00		
1357	1	5/18/26	5/11/26	TREE TRIMMING AT STERLING LAKE	1,275.00	01 01-15-5399	1
				INVOICE TOTAL	1,275.00		
				VENDOR TOTAL	8,755.00		
				1152 GODFREY'S			
S1153983	1	5/18/26	4/14/26	5PAIR SIDE-ZIP WTRPROOF BOOTS	864.95	01 01-11-5211	1
				INVOICE TOTAL	864.95		
				VENDOR TOTAL	864.95		
				306 GRAINGER			
9905205234	1	5/18/26	5/05/26	TOOLS:FLAT FILE/COMBO WRENCH	115.51	02 02-60-5219	1
				INVOICE TOTAL	115.51		
				VENDOR TOTAL	115.51		
				31 HOME LUMBER & SUPPLY CO.			
4/30/26 STMT	1	5/18/26	4/30/26	TOOLS: 5PK #3 PHILLIPS BIT	7.99	02 02-60-5219	1
	2			SW IRRIGATION PRJT:#3PHIL BIT	7.99	18 18-40-5492	1
	3			POOL MAINT:PIPE DWV INCR REDUC	3.49	01 01-17-5235	1
	4			POOL MAINT:ELBOW 90DEG PVC SLP	8.58	01 01-17-5235	1
	5			PARK:FOR SPRINKLER CONTROLS	15.99	01 01-15-5299	1
	6			POOL BH BLD:LAP SIDING/BULBLED	23.98	01 01-17-5235	1
	7			POOL BH BLD:FSTDY+/4ROLL FRAM	16.17	01 01-17-5235	1
	8			POOL BH BLD:VARNISHBRSH/WHTPNT	60.98	01 01-17-5235	1
	9			PARKS: BATTERY ALAKALINE 9V	15.99	01 01-15-5299	1
	10			LIBRARY MAINT:LOVESTER BASE/SC	101.95	01 01-00-5313	1
	11			TOOLS:SPRYR/STLDEMON9/6PCDEMSE	33.97	03 03-60-5219	1
	12			PARK MAINT:SPRINKLER PARTS	7.14	01 01-15-5299	1
	13			BULB OUT PARTS	19.99	01 01-15-5299	1
	14			BULB OUT PARTS	15.18	01 01-15-5299	1
	15			LIBRARY WINDOW/SHOOT REPAIR	33.87	01 01-00-5313	1
	16			LIBRARY WINDOW/SHOOT REPAIR	8.99	01 01-00-5313	1
	17			LIBRARY WINDOW/SHOOT REPAIR	11.99	01 01-00-5313	1
	18			PARK MAINT:LAKE SPRINKLER PART	17.94	01 01-15-5241	1
	19			PARK MAINT:EVERGREEN PVC CAP	.79	01 01-15-5241	1
	20			PARK MAINT: CONCRETE MIX	27.96	01 01-15-5241	1
				INVOICE TOTAL	440.93		
				VENDOR TOTAL	440.93		
				976 ITRON, INC			
03-MAY-2026	1	5/18/26	5/03/26	2026-27 MAINT.AGMT HANDHELDS	428.94	02 02-70-5399	1
	2			2026-27 MAINT.AGMT HANDHELDS	428.94	03 03-70-5399	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	3			2026-27 MAINT.AGMT HANDHELDS	428.93	18	18-42-5399	1
				INVOICE TOTAL	1,286.81			
				VENDOR TOTAL	1,286.81			
6471	1	5/18/26	5/08/26	1159 KANSAS BACKFLOW TESTING STERDISCLCLAGMTCRT186145/J1308	170.00	03	03-50-5243	1
				INVOICE TOTAL	170.00			
				VENDOR TOTAL	170.00			
6040497	1	5/18/26	4/30/26	11 KANSAS ONE-CALL SYSTEM INC PW REGULAR LOCATE FEES SPLIT	27.26	02	02-60-5399	1
	2			EL REGULAR LOCATE FEES SPLIT	27.27	03	03-60-5399	1
				INVOICE TOTAL	54.53			
				VENDOR TOTAL	54.53			
APR 2026 SALES TAX	1	5/18/26	5/10/26	1170 KDOR-MISCELLANEOUS TAX SECTION APR 2026 SALES TAX	6,580.34	03	03-70-5501 E-PAYMNT 3140356 5/12/26	1
				INVOICE TOTAL	6,580.34			
				VENDOR TOTAL	6,580.34			
KEC301003334	1	5/18/26	5/06/26	1385 KE CARRIERS LLC EQUIPMENT EXP: EL DIST TRUCK	440.39	03	03-60-5317	1
				INVOICE TOTAL	440.39			
				VENDOR TOTAL	440.39			
GRDA-STER-2026-06	1	5/18/26	5/08/26	34 KMEA-GRDA OPERATING ACCOUNT KMEA JUN 2026 SERVICES PURCHPW	54,028.00	03	03-50-5358	1
				INVOICE TOTAL	54,028.00			
				VENDOR TOTAL	54,028.00			
EMP3-STER-2026-4	1	5/18/26	5/11/26	870 KMEA EMP3 OPERATING FUND APR 2026 SERVICES	48,174.00	03	03-50-5358	1
				INVOICE TOTAL	48,174.00			
				VENDOR TOTAL	48,174.00			
PS-INV127793	1	5/18/26	5/01/26	782 LUMINEO SIGNS 10*24 OUTDOOR DISPLAY	440.00	03	03-70-5399	1
				INVOICE TOTAL	440.00			
PS-INV127795	1	5/18/26	5/01/26	11*24 OUTDOOR DISPLAY	300.00	03	03-70-5399	1
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	740.00			
26359	1	5/18/26	5/04/26	1510 MARK-A-HYDRANT, LLC FDGRANT:SOUTHERNSTAR HYDMARKER	1,000.00	01	01-00-4611	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			FIREHYDRANT MARKERS:DIFFFRMGNT	36.57	01	01-11-5211	1
				INVOICE TOTAL	1,036.57			
				VENDOR TOTAL	1,036.57			
				893 MTC				
5/1 STMT 2026	1	5/18/26	5/01/26	PHONE/FAX/INTERNET	328.76	03	03-70-5301	1
	2			PHONE/FAX/INTERNET	212.72	01	01-01-5301	1
	3			PHONE/FAX/INTERNET	140.29	03	03-50-5301	1
	4			PHONE/FAX/INTERNET	93.07	02	02-60-5301	1
	5			PHONE/FAX/INTERNET	93.08	03	03-60-5301	1
	6			PHONE/FAX/INTERNET	70.90	01	01-01-5301	1
	7			PHONE/FAX/INTERNET	117.90	18	18-41-5399	1
				INVOICE TOTAL	1,056.72			
				VENDOR TOTAL	1,056.72			
				40 NAPA AUTO PARTS - KC101				
430090	1	2/16/26	1/29/26	VEH EXP:BRANCHED RAD HOSE	115.51-	19	19-00-5207	1
				INVOICE TOTAL	115.51-			
430117	1	2/16/26	1/30/26	VEH EXP:08FD E450 ANTIFRESVCAP	6.56	19	19-00-5207	1
				INVOICE TOTAL	6.56			
432869	1	5/04/26	4/24/26	VEHEXP:FD FLATBED BATT TERMINA	43.61	19	19-00-5207	1
				INVOICE TOTAL	43.61			
				VENDOR TOTAL	65.34-		NO CHECK ISSUING	
				328 NXTEC, USA, LLC				
1150514	1	5/18/26	4/17/26	OP SUPP:BATHRMTISSUE/PREMTOWEL	275.08	03	03-50-5223	1
				INVOICE TOTAL	275.08			
				VENDOR TOTAL	275.08			
				42 CITY OF STERLING-PETTYCASHFUND				
5/13/2026 STMT	1	5/18/26	5/13/26	PER DIEM:KS ASSOC CHIEFOFPOLIC	165.00	01	01-01-5311	1
	2			ROD:CEM DEED 1166 LOT1241CWAMA	21.00	16	16-00-5399	1
	3			REIMB:LIFEGUARD CERT&SUIT KBRI	235.99	01	01-17-5299	1
	4			REIMB:LIFEGUARD CERT(SC) CARTE	200.00	01	01-17-5299	1
	5			REIMB:UPS TRANSFOIL TEST (JW)	20.34	03	03-60-5346	1
	6			ROD:CEM DEED 1167 LOTD OAK	21.00	16	16-00-5399	1
	7			REIMB:LIFEGUARD CERT&SUIT JCFL	262.77	01	01-17-5299	1
				INVOICE TOTAL	926.10			
				VENDOR TOTAL	926.10			
				1012 POOLS PLUS, INC.				
203088	1	5/18/26	5/08/26	POOL CHEMICALS:ALGAECIDE+60%QT	31.34	01	01-17-5250	1
				INVOICE TOTAL	31.34			
				VENDOR TOTAL	31.34			

936 PRIDE AG RESOURCES

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
53423	1	5/18/26	4/10/26	936 PRIDE AG RESOURCES WOODCUTTER GAL B&C OIL/ENGINE INVOICE TOTAL	47.58 47.58	19	19-00-5205	1
				VENDOR TOTAL	47.58			
488860	1	5/18/26	5/01/26	1128 PRIORITY POWER MANAGEMENT, LLC ENERGY CONSULTING MAY 2026 INVOICE TOTAL	425.00 425.00	03	03-70-5399	1
				VENDOR TOTAL	425.00			
2026-2	1	5/18/26	5/11/26	1252 RICE COUNTY TOURISM 1/4PG SHARED COSTAD '26KSTRAVEL INVOICE TOTAL	300.00 300.00	03	03-70-5399	1
				VENDOR TOTAL	300.00			
6081050-04	1	5/18/26	4/30/26	5 STANION WHOLESALE ELEC CO INC OP SUP: MILB 4T RL SWY INVOICE TOTAL	172.14 172.14	03	03-60-5223	1
6088116-00	1	5/18/26	5/07/26	OP SUP:ETCO 3IN 1 WAY INVOICE TOTAL	89.71 89.71	03	03-60-5223	1
6096351-00	1	5/18/26	4/30/26	PARK MAINT: DYSART RCPT COVER INVOICE TOTAL	62.83 62.83	01	01-15-5241	1
6096703-00	1	5/18/26	4/30/26	OP SUP: HEX KIT/STRAP/BRKT/FUS INVOICE TOTAL	95.51 95.51	03	03-60-5223	1
6096703-01	1	5/18/26	4/30/26	OP SUP: SCRWDVR/STRAP/BRKT/FUSE INVOICE TOTAL	767.68 767.68	03	03-60-5223	1
6096703-02	1	5/18/26	5/07/26	TOOLS: MILW 1/4IN HEX SCRWDVR INVOICE TOTAL	105.60 105.60	03	03-60-5219	1
				VENDOR TOTAL	1,293.47			
4/30/2026 STMT	1	5/18/26	4/30/26	50 THE BULLETIN - STERLING SPORTS SPONSOR	11.00	03	03-70-5399	1
	2			CITYWIDE CLEANUP ADVERTISING	206.25	01	01-00-5399	1
	3			SPORTS SPONSOR	11.00	03	03-70-5399	1
	4			SPORTS SPONSOR	11.00	03	03-70-5399	1
	5			CEMETERY RULES/LETTER	141.75	16	16-00-5399	1
	6			SPORTS SPONSOR	11.00	03	03-70-5399	1
	7			SPORTS SPONSOR	11.00	03	03-70-5399	1
	8			MONTHLY CALENDAR	31.00	03	03-70-5399	1
				INVOICE TOTAL	434.00			
				VENDOR TOTAL	434.00			
4/13 HUTCHESON	1	5/18/26	4/13/26	199 STERLING ROTARY ROTARY DUES 1ST QTR DUES 2026	45.00	01	01-00-5310	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	45.00			
4/13 SMITH	1	5/18/26	4/13/26	ROTARY 1ST QTR 2026 DUES	45.00	01	01-01-5310	1
				INVOICE TOTAL	45.00			
				VENDOR TOTAL	90.00			
21515415V019	1	5/18/26	5/01/26	594 STUTZMAN REFUSE DISPOSAL INC 4/1-4/30 MAY-26 BILL 830CUST	7,368.86	01	01-00-5395	1
				INVOICE TOTAL	7,368.86			
				VENDOR TOTAL	7,368.86			
1790	1	5/18/26	5/07/26	964 TEE 9 DESIGNS DARE SHIRTS 2026 QTY 59 1HAT	760.00	01	01-01-5303	1
				INVOICE TOTAL	760.00			
				VENDOR TOTAL	760.00			
605000081727	1	5/18/26	5/01/26	1186 VERIZON CONNECT FLEET USA LLC MONTHLY SERVICE APR-2026	47.85	01	01-01-5301	1
				INVOICE TOTAL	47.85			
				VENDOR TOTAL	47.85			
				FIRST BANK TOTAL	153,968.16			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	6,702.16			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	147,266.00			
				GRAND TOTALS	153,968.16			



City of Sterling Special Event Permit

Special Event Permits are approved by the City Commission, typically at the first Regular Meeting following the date an application is submitted. A base permit fee of **\$30.00** must be remitted with the application, and an additional hourly fee of **\$50.00** per officer must be remitted for events with over 100 attendees for which the Sterling Police Department will provide security. Attendees may provide their own security, and these arrangements must be approved by the Police Chief.

The applicant must submit a certificate of insurance (COI) insured in the name of the organization, and with the City named as an additional insured party. The minimum required limits are \$1,000,000.00 for each occurrence, and a general aggregate of \$2,000,000.00 The applicant agrees to hold the City harmless for any injuries or accidents that occur to any persons at City owned facilities.

Approved permits do not guarantee that public facilities will be available for use. Facilities are available on a first come first serve basis, and it is recommended that patrons arrive ahead to ensure facilities are not in use. The City will not participate in or resolve time conflicts between patrons.

For Applicant

Name of applicant: Stacy Clark

Organization: Sterling Chamber Main Street

Location of event: Sterling Lake

Purpose of event: Old Fashioned Fourth of July

Date and time of event: July 3rd- July 4th 2026

Will event have more than 100 attendees? Yes

Will the event require street closures? Yes

If yes, name and blocks of streets to be closed: 6th & VanBuren to 3rd

Will the event include alcohol sold on public property? No

If yes, see Chapter III, Article 1 of the City Code for additional requirements.

Applicant signature: *Stacy Clark* Date: 5-13-26

For Office Use

Permit fee: \$30.00 Date received: 05/13/2026

Date COI received: 04/28/2026

Date of City Commission approval: _____

City Manager signature: _____ Date: _____



4th of July lake events

- 1- Hole in One
- 2- Fishing Derby
- 3- Pedal Boats
- 4- Silver Sand Pile
- 5- Obstacle Course
- 6- Swimming Games & Late Night Swim
- 7- Shopping Cart Races
- 8- 3 on 3 Basketball
- 9- Cornhole Tournament
- 10- Horseshoe
- 11- Inflatables
- 12- Lawn Games
- 13- Turtle Races
- 14- Kids Contest
- 15- BBQ Dinner
- 16- Pizza Eating
- 17- Vendors

== Barricades



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For Applicant

Name of applicant: Stacy Clark

Organization: Sterling Chamber Main Street

Location of event: South of City Pool

Purpose of event: Street Dance for Old Fashioned 4th of July

Date and time of event: July 3rd, 2026 8-11pm

Will event have more than 100 attendees? Yes

Will the event require street closures? Yes

If yes, name and blocks of streets to be closed: Same as 4th of July

Will the event include alcohol sold on public property? No

If yes, see Chapter III, Article 1 of the City Code for additional requirements.

Applicant signature: *Stacy Clark* Date: 5-13-26

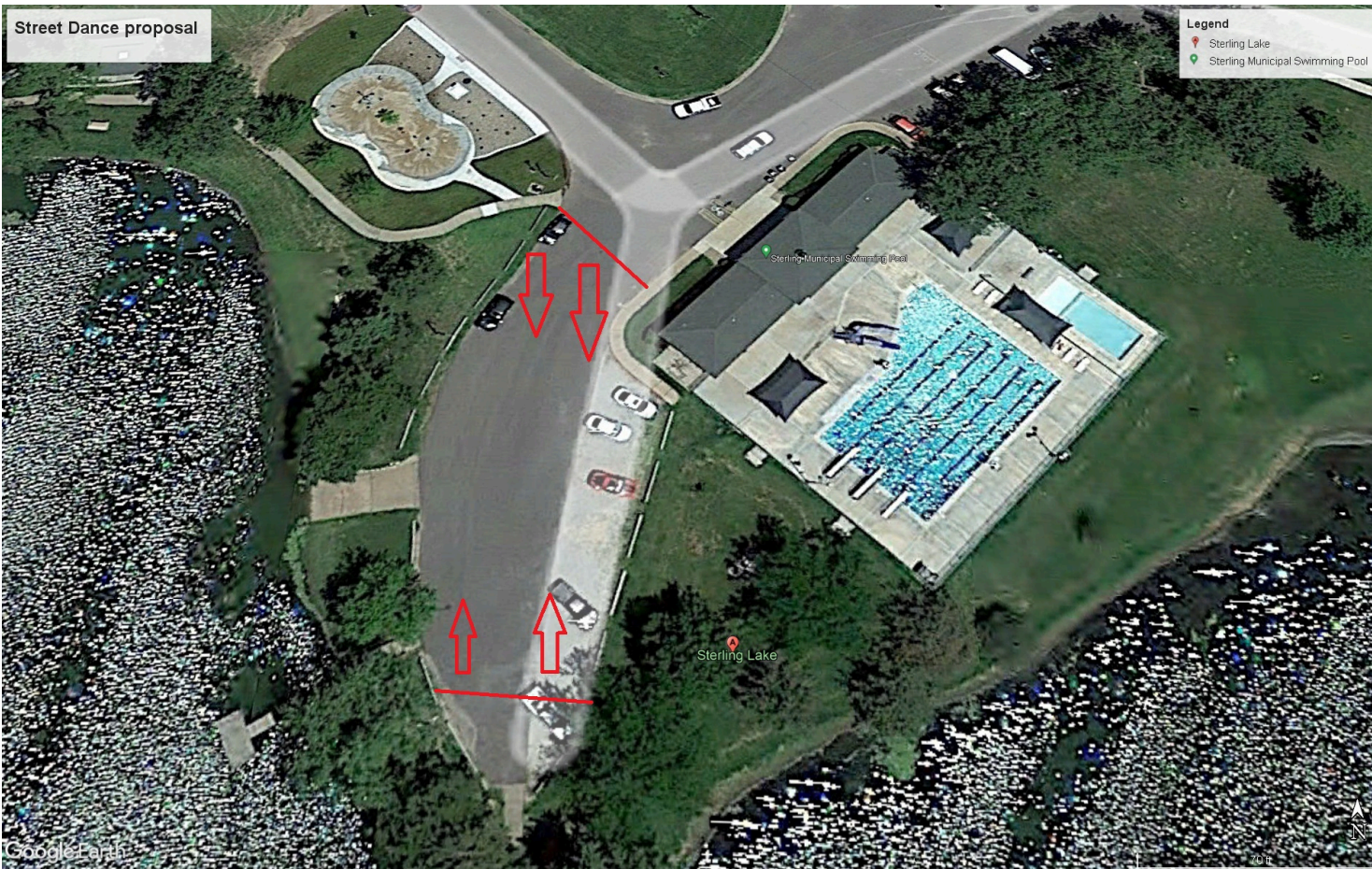
For Office Use

Permit fee: \$30.00 Date received: 05/13/2026

Date COI received: 04/28/2026

Date of City Commission approval: _____

City Manager signature: _____ Date: _____





City of Sterling Special Event Permit

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For Applicant

Name of applicant: Jim Decker
Organization: Great Plains Antique Tractor Club
Location of event: 499 W Monroe Ave, Sterling, Ks
Purpose of event: Tractor pull
Date and time of event: July 4, 2026 10:00 A.M.
Will event have more than 100 attendees? NO
Will the event require street closures? NO
If yes, name and blocks of streets to be closed: _____

Will the event include alcohol sold on public property? NO

If yes, see [Chapter III, Article 1](#) of the City Code for additional requirements.

Applicant signature: Jim Decker Date: 5-14-26

For Office Use

Permit fee: \$30.00 Date received: 05/14/2026

Date COI received: 05/11/2026

Date of City Commission approval: _____

City Manager signature: _____ Date: _____

**CITY OF STERLING
FIREWORKS DISPLAY APPLICATION**

A copy of your Kansas Shooters License must be attached

Applicant's Name Stephanie Ukele

Telephone Number 620-663-7714

Business or Organization's Name Rainbow Fireworks Inc.

Address of Business or Organization 716 Plum Ave
Pinman, KS 67546

Contact Person if different than Applicant _____

Address _____

Phone # _____

Location of Display See attached

Date of Display July 4, 2026 Time of Display approx 9:45 PM

Type and size of Fireworks to be Discharged see attached

Name of Person Discharging Fireworks Josh Tosten

Anticipated need for police, fire or other municipal services Fire truck is requested

Where will fireworks be stored prior to display? Fireworks will be brought day of show

Please attach a Certificate of Public Liability (minimum of \$1,000,000.00)

Carrier RRMH Insurance

Applicant's Signature Stephanie Ukele Date 5-13-26

In accordance with the City Ordinance, please attach a diagram of the display area.

FOR OFFICE USE ONLY

Date of Application 05/13/2026

Date to City Commission 05/18/2026

Approved Disapproved

Date License Issued _____

Sterling C of C

Sterling, KS

Van Buren St

Legend

- 100ft
- 280ft
- Border of Fireworks
- Border of Spectators
- Fallout Area
- Shoot Site

Lake St

Van Buren St

Shoot Site

100ft

280ft

E Garfield Ave

S 3rd St

Google Earth



500 ft

Image © 2025 Airbus

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**PERMIT #: RCFOS010
TOSTEN JOSHUA A
1407 W 14TH AVE
HUTCHINSON KS 67501**

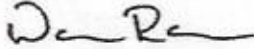
Is Granted This Permit As: **Fireworks Display Operator**

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until 10/17/2026 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 10/17/2022
Expires: 10/17/2026


Wally Roberts
Chief of Investigations

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS	
Permit #: RCFOS010	
As: Fireworks Public Display Operator	
To: TOSTEN JOSHUA A HUTCHINSON KS 67501	
Issued: 10/17/2022	Expires: 10/17/2026
 Wally Roberts Chief of Investigations	

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**Permit #: MPFDI001
RAINBOW FIREWORKS INC
76 PLUM AVE
INMAN KS 67546**

Is Granted This Permit As: **Fireworks Distributor Display Fireworks**

To perform duties as a Fireworks Distributor as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1124, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x)
and other provisions of the Kansas Prevention Code.

This Permit is valid until 5/26/2026 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5.

Issued: 5/26/2025

Expires: 5/26/2026



Wally Roberts
Chief of Investigations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	CONTACT NAME: PHONE (A/C. No. Ext): 800-658-4200	FAX (A/C. No.):	
	E-MAIL ADDRESS: certrequest@ryderinsurance.com		
INSURED Rainbow Fireworks Inc 76 Plum Ave Inman KS 67546	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : HADRON SPECIALTY INS CO		17534
	INSURER B : ACCELERATION NATL INS CO		35742
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 472762942

REVISION NUMBER:

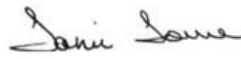
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	H0320PK000128-00	1/19/2026	1/19/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			N0114AU000070-00	4/3/2026	4/3/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			H0320XS000030-00	1/19/2026	1/19/2027	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement. Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement. Certificate Holder is added as Additional Insured Where Required by Written Contract.
 Date of Display: July 4, 2026 at approx. 9:45pm
 Location of Display: on the peninsula at Sterling Lake, 401 west Van Buren, Sterling, KS Additional Insured(s): City of Sterling; Sterling Chamber of Commerce

CERTIFICATE HOLDER**CANCELLATION**

City of Sterling P.O. Box 287 Sterling KS 67579 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**City of Sterling
City Commission Meeting
May 18, 2026**

TO: City Commission
SUBJECT: Approve an agreement for a City street condition evaluation.
INITIATED BY: City Manager
PREPARED BY: City Manager
AGENDA: New Business

Background: There are approximately 10.5 miles of paved streets and 7.4 miles of unpaved gravel and dirt roads within the Sterling city limits. The Public Works Department is responsible for maintaining these roadways to ensure that they are safe and efficient for motor vehicle traffic. Major street resurfacing projects are typically undertaken annually by outside contractors on behalf of the City. For several years, the City has collaborated with staff from Kirkham Michael, a civil engineering firm, to identify those segments of the City's roadway network that will be included in the annual street resurfacing bid package, along with the recommended resurfacing technique, e.g. chip seal, slurry seal, mill and overlay, etc.

Many local governments that are responsible for maintaining roadway networks undertake systematic evaluations of the condition of their paved streets. Such evaluations utilize various techniques to assign a condition rating to each segment of pavement, which helps the government to prioritize those roads most in need of maintenance and to develop long-term plans for sustaining street infrastructure.

Analysis: The City has not undertaken a formal street condition evaluation in several years. To aid in prioritizing street improvement projects, and to gain a more complete and objective understanding of the condition of the City's roadway system, it is recommended that a street condition evaluation be completed. The information gained from this evaluation can be used to inform decision making during the annual budget process, and be integrated into the City's Five-Year Capital Improvement Plan.

The City has solicited proposals for an evaluation from qualified engineering firms. To date, two proposals, one from JEO Consulting Group and one from Kirkham Michael have been received. In addition to a street condition evaluation, both proposals would include a rudimentary rating of the relative traffic volume each street experiences.

JEO's proposal, which is included in Exhibit A, includes a base scope which would evaluate the City's roadways using artificial intelligence (AI)-powered technology and assign a pavement condition index (PCI) rating to all paved streets. As an optional service beyond the base scope, JEO has also proposed the implementation of ArcGIS Online (AGO) mapping, which would provide a cloud-based platform for creating, sharing and analyzing interactive maps of the City's roadways. The cost of the base scope services is

\$30,000, and the cost for the optional services is \$7,450, which includes a \$700 annual subscription to the AGO solution.

The proposal submitted by Kirkham Michael, which is included in Exhibit B, would evaluate pavement conditions from field observations conducted by the firm's staff and assign a condition rating using the pavement surface evaluation and rating (PASER) method. The cost of Kirkham Michael's proposal is \$24,000.

A recommendation for which firm to select for the street condition evaluation is not available at this time, as it is anticipated that additional firms will submit proposals before the time of the City Commission meeting. A specific recommendation on which proposal to accept will be made at the meeting.

Financial: The cost of Kirkham Michael's proposal is \$24,000. The cost of JEO's proposal is \$30,000 for the basic scope evaluation, and \$37,450 for the basic scope with optional services included. The cost of any forthcoming proposals from additional firms that are submitted before the City Commission meeting will be presented at the meeting.

Legal Considerations: A fully executed agreement with the selected firm will be needed to proceed with the evaluation.

Recommendations/Actions: It is recommended that the City Commission: Approve an agreement with the selected firm for a City street condition evaluation (**VOICE**).

Attachments:

Exhibit A – JEO Consulting Group proposal (10 pages)

Exhibit B – Kirkham Michael proposal (6 pages)

SCOPE OF SERVICES

City of Serling, KS
Pavement Management Plan
JEO Project No. 261282.00

1 Project Understanding

The City of Sterling, KS maintains approximately 10.5 centerline miles of asphalt paved roads and 7.4 centerline miles of dirt roads. The City seeks to develop a comprehensive assessment of current pavement conditions to guide data-driven maintenance decisions and five-year capital improvement plan.

2 Scope of Services

2.1 Project Administration

a. Project Management

The project manager for the Consultant will be responsible for general coordination with the Owner regarding project activities, meetings, invoicing, and deliverables. This task includes administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

- i. Prepare meeting minutes and action items.
- ii. Track progress: monitor and maintain monthly project schedules.
- iii. Distribution of documents and coordination of responses.
- iv. Notifications as needed.
- v. Monthly invoicing with accompanying status reports.

b. Project Meetings

Meetings will be conducted virtually via Microsoft Teams (or equivalent platform). The following progress meetings are anticipated: (1) Kickoff Meeting, (2) Review of Existing Conditions & Approaches to Maintenance, (3) Prioritization Framework Discussion, (4) Draft Plan Review. Present draft or final plan at one city commission meeting.

2.2 Existing Conditions Assessment

- a. **Standards Review** - Review existing City of Sterling pavement design requirements and compare to current state of practice and industry standards. Recommendations will be made to the standards to improve long-term performance and durability.
- b. **Inventory Development** - Develop a GIS-based pavement inventory and condition summary for paved streets. The specific tasks to be performed include the following:
 - i. **Inventory Data** - Review publicly available GIS data from sources such as KDOT, Rice County, or City of Sterling. Data will include at minimum: Roadway Identification, Functional Classification, Surface Type, Surface Width, estimated Average Daily Traffic (ADT) where available from the City or KDOT, and Pavement Condition Rating.
 - ii. **Street Volume** - Develop and apply traffic volume classification to paved streets. Anticipate using a three-point scale (i.e., high, medium, low) and

determining through review of existing traffic data, desktop evaluation and conversations with city staff.

- iii. **Pavement Condition Evaluation** – Conduct a field review of 10.5 centerline miles of asphalt-paved streets. The field review includes using an Insta360 X5 camera and InfraHub’s proprietary AI/ML technology to identify, classify, and geolocate ASTM-defined pavement distresses on paved streets. Work included with this task:
 1. **ASTM D6433 derived PCI scores:** AI-powered pavement condition and asset data for reviewed segments.
 2. **Quality control** expedited by automation and human review to ensure accuracy
 3. **Web application** for data visualization and roadway management, including map-based displays, images of pavement assets.
- iv. **Dirt Roads** - Review and categorize 7.4 centerline miles of dirt roads for prioritizing future paving. Provide high level planning estimates for potential cost of paving based on average lane-mile cost of construction.
- c. **Existing Conditions Memo** - Prepare a memorandum detailing the collected pavement conditions. This shall include descriptive statistics, maps/graphics, as well as provide commentary on any unique distresses exhibited by the data.

2.3 Street Maintenance Plan

- a. **Identify Preferred Rehabilitation Treatment Methods** - Review current City standards, maintenance practices, and industry best practices to identify appropriate pavement preservation, rehabilitation, and reconstruction strategies for the City’s street system. Recommended treatment options will include typical applications, implementation considerations, and factors affecting feasibility such as maintenance requirements, contractor availability, and material access.
- b. **Typical Treatment Construction Costs** - Provide planning-level construction cost opinions for the treatment alternatives evaluated as part of the maintenance planning process. Cost opinions will be informed by recent bid history and available market data and will not include design, engineering, or administrative costs.
- c. **Plan for Improvements**
 - i. **Develop Prioritization Framework** - Work with City staff to establish a street improvement prioritization framework that considers pavement condition, annual maintenance funding levels, coordination with planned utility or infrastructure projects, and overall community goals. Evaluate budget and condition-based scenarios to support decision-making, including strategies focused on maintaining current pavement conditions or improving overall system conditions over time. Prepare a memo summarizing the prioritization framework and approach taken.
 - ii. **Street Improvement Plan** - Prepare a multi-year street improvement plan that prioritizes roadway improvements and outlines anticipated maintenance and rehabilitation needs over the next 5 years to support future programming

within the City's Capital Improvement Plan. The plan will summarize the pavement evaluation process and results, provide representative pavement condition exhibits, identify recommended maintenance strategies, and outline prioritized improvement projects with associated planning-level cost opinions. A draft plan will be submitted for City review, revised based on feedback, and finalized as a final report for use in future implementation and budgeting efforts.

2.4 Anticipated Deliverables of Items 2.1-2.3

- a. Meeting Agendas and Minutes
- b. Existing Conditions Memo
- c. Prioritization Framework Memo
- d. Street Improvement Plan (PDF), including maps (PDF and GIS shapefile format)
- e. City Council Meeting Presentation

3 Optional Services

The following items are not included in the base scope of service but are provided for consideration as optional services:

- 3.1 ArcGIS Online Implementation and Roadway Solution** - Support the City of Sterling in implementing ArcGIS Online (AGO). AGO is a cloud-based platform for creating, sharing, and analyzing interactive maps and location intelligence. It can provide users with a range of smart data-driven styles and intuitive analysis tools, enabling them to visualize and analyze their data, gain insights, and make informed decisions. This implementation scope will provide the City with AGO and create a Roadway Management solution to host all pavement system maps, apps, dashboards, and layers. Other city assets and data can be added through future scope and fee. Implementation of AGO provides a foundation the city can leverage with other functions such as work order tracking, infrastructure inventories for water, sewer, electric as well as integration with ERP systems. Included with implementation fee is one (1) AGO Creator license for first year at \$700 and renewable at \$700 annually. The creator license is for editing the data, others in the organization will have ability to read/view information.
- ArcGIS TRAINING & SUPPORT** - JEO to spend 8 hours on-site training Owner's staff on: Viewing and editing GIS data through mobile web maps and Field Maps application, Assisting with installation of Esri Field maps application on mobile device(s), and Troubleshooting.

4 Fee

4.1

The services outlined herein will be provided on a lump sum basis as summarized below:

Scope	Cost
Baseline Scope (Items 2.1-2.3)	Lump Sum
Project Administration	\$4,000.00
Existing Conditions Assessment	
Standards Review	\$2,000.00
Inventory Development	\$8,500.00
Dirt Roads	\$3,500.00
Street Maintenance Plan	\$12,000.00
Total Baseline Scope	\$30,000.00

Optional Services

ArcGIS Online (AGO) and Roadway Solution

AGO Implementation & Roadway Solution	\$3,250.00 Lump Sum
Training & Support (Up to 8 hours)	\$3,500.00 Hourly to Max
ESRI Software (paid to ESRI)	\$700.00/year
Total of Optional	\$7,450.00

The City may elect to proceed with either the Baseline Scope or the Baseline Scope with Optional Services, as outlined below:

Selected Scope	Total Cost
Baseline Scope	\$30,000.00
Baseline Scope with Optional Services	\$37,450.00

5 Estimated Schedule

5.1

Estimated Schedule - JEO will work with the City to maintain a schedule of project milestones. At the time of contracting, the work is expected to be completed in nine (9) months based on the following milestone schedule:

Milestone	Timeframe
Start Date	Notice to Proceed (NTP) received
Kick-Off Meeting	Within 30 days of Start Date
Street Conditions Data Collected	Within 4 months of NTP – late fall is best time of year to collect PCI data due to cooler pavement temps
Plan Draft Submittal	Within 2 months of pavement condition data
Develop Pavement Management Plan	Within 2 months of receipt of draft plan comments

If the Basic Services covered by this Agreement have not been completed by March 31, 2027, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.

6 Owner Responsibility

- 6.1** Review and provide comments on draft plan within 4 weeks of submittal.
- 6.2** Provide representative(s) to participate in meetings.
- 6.3** Provide any available street data, previous pavement studies, and/or street maps identifying city ownership of streets.
- 6.4** Provide any available pavement thickness, type, and age data.
- 6.5** Provide recent street paving, rehabilitation construction and maintenance contract information.

7 Exclusions

The following items are not included in this agreement:

- 7.1** Subsurface investigations, including pavement coring, subbase borings, or other geotechnical testing.
- 7.2** Field assessments of the cemetery area.
- 7.3** Public engagement.
- 7.4** Additional meetings or updates beyond those listed above.
- 7.5** Pavement analysis and management software including training.
- 7.6** Underground utility analysis.
- 7.7** GIS-based mapping portal or dashboards.
- 7.8** Field review of individual projects.
- 7.9** Design services of individual projects
- 7.10** Field inspection of related infrastructure including storm sewer, water, sanitary sewer, electrical, traffic signals, drainage structures and bridges.
- 7.11** Development of Specifications and Construction Standards.
- 7.12** Periodic updates to the street improvement plan.

Services not included in the scope of services can be provided under amendments or separate agreements.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of

the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

and defend JEO for any claims that may arise out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals,

and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: JEO declares, promises, and warrants that it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex. JEO shall require the same of their subconsultants.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **City of Sterling, KS** (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Pavement Management Plan (“Project”).

JEO Project Number: **261282.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project shall be based on the lump sum option selected by the Client below:

- Basic Scope** **\$30,000.00**
- Basic Scope with Optional Service** **\$37,450.00**

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: **City of Sterling, KS**

JEO Consulting Group, Inc.

By: _____

By: **Jason Peek** _____

Title: _____

Title: **Director of Operations** _____

Date Signed: _____

Date Signed: **5/15/2026** _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc. _____

214 N St Francis Ave _____

Wichita, KS 67202 _____

May 6, 2026

RE: Contract for Professional Engineering Services
Sterling, Kansas Asphalt Pavement Condition Evaluation

Mr. Ian Hutcheson
City Manager
114 N Broadway
Sterling, Kansas 67579

Dear Ian:

Kirkham Michael is excited to provide this letter contract to provide professional engineering services for completing a pavement condition evaluation for the asphalt streets in Sterling and to assist Sterling with planning future pavement maintenance actions. The following paragraphs details our plan for completing this effort.

Scope of Services

This scope of services describes the proposed engineering services required for the asphalt pavement condition evaluation in Sterling. The intent of this evaluation is to help Sterling prioritize its future contract asphalt pavement maintenance program. Kirkham Michael proposes to score the condition of existing asphalt pavements in Sterling using the PASER method. The following paragraphs describe the approach our team believes will lead to the success of this project.

Asphalt Pavement Condition Evaluation

1. Field Data Collection

- Kirkham Michael will drive each asphalt street in Sterling, noting visible defects, noting an opinion of defect severity, and assigning an opinion of surface rating on a scale of 1-10. We anticipate this taking up to five business days.
- The asphalt streets will be divided into logical segments for rating purposes.
- Each segment will be given a maintenance action recommendation.
- Kirkham Michael will meet with city staff to review the preliminary results and establish a proposed 5-year asphalt pavement maintenance plan.

2. Preliminary Report

- Kirkham Michael will draft a preliminary report that includes the following:
 1. A memo report describing the evaluation and rating process.
 2. Example photos of pavement defects encountered.
 3. A table containing each road segment with: a description of the existing pavement condition, the roadway functional classification, a PASER rating, recommended maintenance action, and an opinion of probable cost of the recommended maintenance action (in 2026 dollars).
 4. Proposed 5-year asphalt pavement maintenance plan.



3. *Final Report*

- Kirkham Michael will make necessary edits to the preliminary report based on comments received during the city's review.
- Cost estimates and visuals will be updated as needed based on feedback from the city.
- Kirkham Michael will email a final PDF report for the city's records.

4. *Project Management*

- Kirkham Michael will advise Sterling of progress and needed coordination on an as-needed basis.
- An on-site review of the preliminary draft report will be held.
- A presentation of the draft or final report can be given at a city commission meeting.

City's Responsibility

One of the key elements of the city's responsibilities during the project is the designation of a city project team and project representative to function as liaison with our team. In addition, the city will be responsible for the following tasks:

1. Supply maps, drawings, records, inspection reports, and other available data pertinent to the project.
2. Make necessary policy and budgetary decisions to enable timely completion of the work.
3. Coordinate, arrange, and conduct meetings with officials, agencies, and other stakeholders, as desired by the city in order to complete the work.

Exclusions

The following items are **not** included as a part of the scope of services. Should any of these items be desired by the city at a later date, they could be added to this contract through the approval of an additional services authorization. These items are as follows:

1. Pavement coring,
2. Geotechnical investigation,
3. Surveying or mapping,
4. Development of construction plans or specifications,
5. Bidding of construction improvements,
6. Public information meetings,
7. Outside funding applications for project construction funding,
8. Construction engineering services.

Schedule

Kirkham Michael will complete the field data collection and Preliminary Report within 90 calendar days after the full execution of this contract and project information to be provided by the city. A final report will be provided within 30 calendar days of receiving comments from the city.

Fee Proposal

For the above services, Kirkham Michael shall be paid a lump sum fee of Twenty Four Thousand Dollars (\$24,000.00). This amount includes our professional services fees and project related reimbursable expenses. You will be invoiced on a monthly basis for services rendered during the



preceding month.

Payment for all services rendered is to be completed monthly, based upon invoices for progress to date. Invoices are due and payable upon receipt.

The three-page Terms and Conditions (Exhibit A) that are attached to this contract shall be considered incorporated and shall become an integral part of this contract.

If the above-described items are satisfactory to the City, please return an executed copy of this letter contract. Receipt of this letter contract will be considered our notice to proceed with the work.

Sincerely,
KIRKHAM, MICHAEL & ASSOCIATES, INC.

Jon B. Halbgewachs, P.E.
Sr. Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

OWNER:

City of Sterling, KS
114 N Broadway
Sterling, KS 67579

By: _____

Title: _____

Attest:

By: _____

Title: _____

Attachment: Exhibit A (3 pages)

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

Revised: 09-02-11

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Kansas, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.