



Governing Body, City of Garden Plain
City Building, 507 N Main St
Wednesday, July 1, 2026 at 6:00 pm

1. Call to Order by Mayor Kevin Hammond
2. Approval of the July 1, 2026 Agenda
3. Citizen Comments: *This is the time for citizens to comment on items not on the agenda. Please keep comments brief and less than three minutes. No action is taken by the Governing Body on items requested or presented under citizen comment.*
4. Consent Agenda:
 - a. Approval of June 3, 2026 City Council Meeting Minutes
 - b. Department Reports
 - c. Municipal Court Report
 - d. Receive the recommendation of the Planning Commission regarding a Special Use Permit (SUP) for property located at 1006 N Main, Senior Center-Resolution 253
5. New Business:
 - a. Kirkham Michael agreement for oversight of 295th/Harry Water line extension
 - b. Kirkham Michael agreement for engineering of Bentwood Sidewalk
 - c. Ordinance 800 – e-Bikes and e-Scooters
6. Executive Session:
 - a. Personnel issues K.S.A. 75-4319(b)(1)
 - b. Attorney/Client privilege K.S.A. 75-4319(b)(2)
7. Pardon Attorney
8. Treasurer Report
9. Government Remarks
10. Adjournment

**NOTE: this agenda is subject to change without notice*



Governing Body, City of Garden Plain
City Building, 507 N Main St
June 3, 2026, at 7:30 pm

1. Call to Order by Mayor Kevin Hammond: (7:30):

Mayor Kevin Hammond called June 3, 2026, City Council meeting to order followed by the Pledge of Allegiance and moment of silence. Council members present were Jenny Zoglman, Tracy Thul, Brent Randolph, and Jessica Lyman. Also present were Tylor Struckman – Utility Director, Kelly McElroy – City Administrator, Savannah Shelite – Administrative Asst, Morgan Koon – City Attorney, Darren Haukap – Treasurer, Bryan Crownover – Chief of Police, Officer Kamen Hinzman, Henry Schmidt – Ranson Financial, Blake Renner – RK Black, Kylee Bleier – RK Black, John Riggins – Kirkham Michael, Prairie Travelers, Bill Moore, Mary Ann Harmon, and a few unknown .

2. Approval of May 6, 2026, agenda:

Brent Randolph made a motion to approve the June 3, 2026, agenda, 2nd by Tracy Thul. Vote: 4-0 motion carries.

3. Citizen comments: None

4. Consent Agenda:

- a. Approval of May 6, 2026, CC Meeting Minutes
- b. Department Reports
- c. Municipal Court Report
- d. Fireworks sales application – SizzBoom fireworks

Brent Randolph made a motion to approve the consent agenda, 2nd by Jenny Zoglman. Vote: 4-0 motion carries.

5. New Business:

- a. **Prairie Travelers-award presentation – Ruth Holliday:** Ruth gave a little history on how the trail came to be and had handed out an informational book she had put together. Prairie Travelers presented the council with a plaque in recognition of our partnership with them to help keep the trail running.
- b. **Public Hearing – Assessment Ordinance #799, Bond Sale Resolution #252 & Redemption notice:** Discussion ensued. Mayor Hammond opened the public hearing, Mr. Bill Moore had some questions that were addressed. Seeing no further comments the public hearing was closed. *Tracy Thul made a motion to adopt Ordinance 799 Levying special Assessments, 2nd by Brent Randolph. Vote: Lyman-yea, Randolph – yea, Thul – yea, Zoglman – yea. 4-0 motion carries. Brent Randolph made a motion to pass Resolution 252 Authorizing the offering for sale of General Obligation Bonds, Series 2026A, 2nd by Jenny Zoglman. Vote: 4-0 motion carries.*
- c. **Bids-295th/Harry Water Line extension & Agreement for full time inspection of job.** Discussion ensued. John Riggins presented the bid tab, low bid is McPherson Backhoe Inc. *Tracy Thul made a motion to accept the bid of McPherson Backhoe, for a total of*

\$225,000, 2nd by Jenny Zoglman. Vote: 4-0 motions carries. Mayor Hammond then signed the notice of award.

- d. **Resolution 251- Request to MAPC to enlarge our Urban Area of Influence:** Morgan explained that this is the next step in the lengthy process of expanding our Urban Area of Influence. *Brent Randolph made a motion to adopt Resolution 251, 2nd by Tracy Thul.* Vote: 4-0 motion carries.
- e. **Ordinance 797 – Change Time of Regular Council Meetings:** Discussion ensued. *Tracy Thul made a motion to adopt Ordinance 797, 2nd by Jenny Zoglman.* Vote: Lyman – yea, Randolph – yea, Thul – yea, Zoglman – yea. 4-0 motion carries
- f. **Ordinance 798 – Rezone Bentwood lots from R-1 to C-S:** Discussion ensued. *Brent Randolph made a motion to adopt Ordinance 798, 2nd by Jessica Lyman.* Vote: Lyman – yea, Randolph – yea, Thul – yea, Zoglman – yea. 4-0 motion carries.

6. Old Business:

- a. **RK Black software to digitize records-Blake Renner:** Blake Renner explained the system and answered questions. Council would like for staff to check on the grant that is available and check out other systems to be sure we are getting what would best fit our needs.

7. Executive Session: (8:16 – 8:36)

- a. Attorney/Client privilege K.S.A. 75-4319 (b)(2): *Brent Randolph made a motion to enter into executive session for 20 minutes per K.S.A. 75-4319(b)(2) Attorney/Client privilege, 2nd by Tracy Thul.* Vote: 4-0 motion carries. Council returned from executive session at 8:36 with no binding action taken.

8. Pardon Attorney: 8:37

9. Treasurer Report: Scheduled a budget workshop for July 8 at 6:00 pm

10. Government Remarks: July 4th is coming fast and the pool is scheduled to open. At this time contractor is concerned that the bath house will not be done. We can have the open swim and ribbon cutting without the bath house. Saturday is the annual Vintage Market- we have 78 vendors.

11. Adjournment: *Brent Randolph made a motion to adjourn the meeting, 2nd by Tracy Thul.* Vote: 4-0 motion carries.

Respectfully submitted by Kimberly McCormick, MMC – City Clerk

TO: Garden Plain City Council
FR: City Staff
RE: Department Reports and Project Updates

Background:

The following are updates on current projects and initiatives.

Development:

Renner Development: Foundation construction is underway on four of the five buildings (8 of the 10 duplex units), however, it has been delayed by the recent rains.

Residential: Staff continues to pursue leads and opportunities for new residential development in Garden Plain. Housing continues to be in high demand, for both owner and renter occupied housing. Year to date the City has issued four new residential building permits for 8 housing units (duplexes) with a total valuation of \$1.6 M. An additional duplex permit at the Renner Development is anticipated with a valuation of \$400,000, as well as 10 new single family rental homes in Bentwood Addition, with anticipated values of \$350,000 each.

2026 Fireworks Sales and Discharge:

Friendly reminder – in Garden Plain, Fireworks sales and discharge are allowed:

- Sales: 10 am - 10 pm June 27 - July 3; 10 am - 8 pm July 4
- Discharge: 10 am - 10 pm June 27 to July 3; 10 am - 11pm July 4

There are neighboring communities that have adopted Ordinances to allow sales and discharge as early as June 20. Please keep in mind that fireworks should be discharged within the community they are purchased to ensure compliance with local community laws.

The following media release was provided by Sedgwick County, in partnership with Fire District #1 and central communications on June 23, 2026:

“With fireworks sales recently beginning in Sedgwick County, Fire District 1 reminds residents that each city determines its own rules when fireworks can be discharged and what kinds are allowed. Residents are encouraged to buy fireworks where they plan to discharge them. Visit [2026 Firework Sales and Discharge Dates | Sedgwick County, Kansas](#) for a list of cities and dates to legally buy and shoot fireworks, or check with the municipality for specific fireworks regulations.

Sedgwick County Emergency Communications will also have a non-emergency phone line available around the holiday. This line is designed to take calls that do not involve a threat to life or property and allows 911 dispatchers to focus on emergencies.

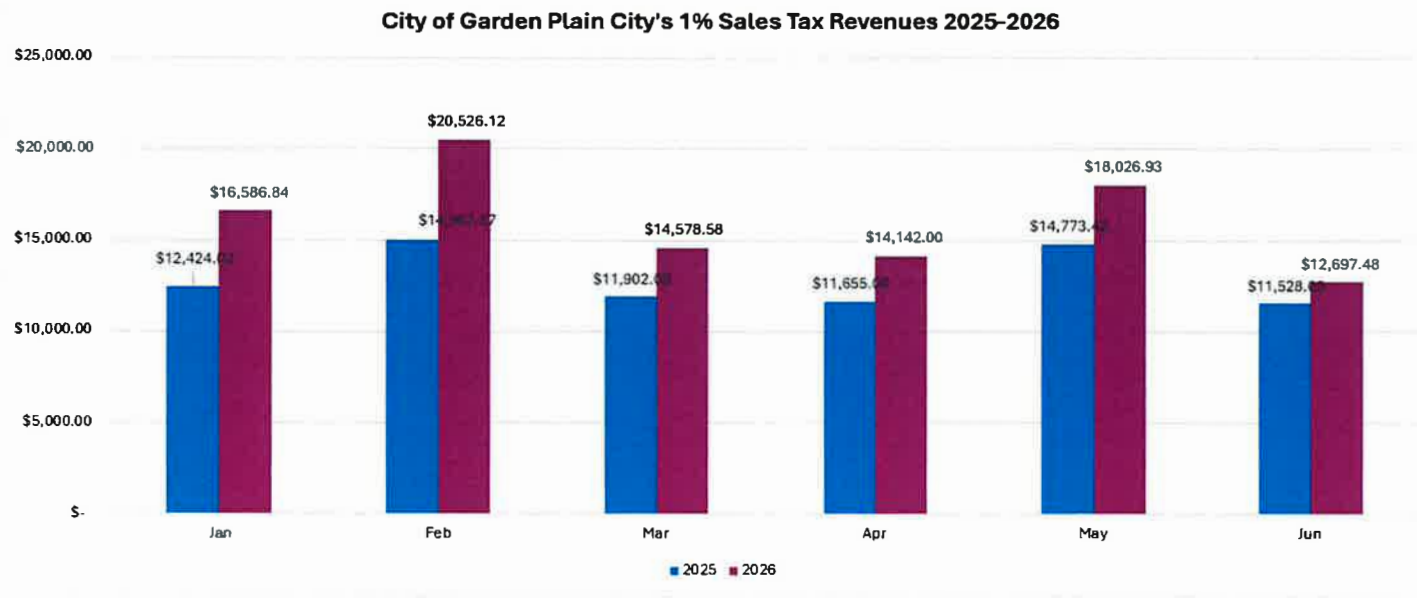
Call: 316-290-1011
Dates: Friday, June 27, through Saturday, July 6
Times: 6 p.m.-3 a.m.
When to Call: Nuisances such as fireworks, parties and excess noise”

Finance: Sales Tax:

June 2026 sales tax revenues were received this week from the Kansas Department of Revenue (KDOR). Monthly revenue totaled \$34,603.34. The City’s one percent portion of the total amount is \$12,697.48. For the City’s one percent share this is a 42% decrease (-\$5,329.45) decrease from the previous month. Year to date revenues are up 20% (\$19,306.93) compared to the same months in 2025.

It is normal for sales tax receipts to fluctuate month over month, as some entities report/pay monthly, some quarterly, some annually. Revenues are expected to stay steady or continue to trend upward as the community adds new retail and sales tax revenue generating businesses.

Shout-out to City Clerk Ms. Kimberly McCormick for tracking this important metric in our community!



Police:

Many small towns in Kansas have been dealing with the problem of E-Bikes and E-scooters. Garden Plain has had multiple complaints and several close calls involving kids operating these. Just recently, Chief had a 7-year-old run a stop sign in front of him, causing him to slam on the brakes to avoid a tragic accident. With the safety of the Garden Plain community in mind, City Attorney Morgan Koon has been kind enough to draw up a potential City Ordinance concerning E-bikes and E-scooters to present to the City Council.

Due to the problems in Sedgwick County at the DMV, the police department has seen a drastic increase in VIN inspections. Since May 27th, Chief has conducted 25 vehicle inspections. The City pays \$50 to the Kansas Highway Patrol for a pack of 25 inspections and charges \$20 per inspection. \$450 per pack goes to the City. Chief has gone through 4 packs in the last 5 months, averaging about 3 inspections per day. Inspections are typically completed in approximately 15 minutes.

We realize there have been discussions regarding tickets being written in the last couple of months. One reason for this increase is the addition of a part and a full time officer. For a year, Chief was the only full time officer; now there is an additional officer working the evenings. Here are a few statistics for tickets written since the last City Council meeting:

- 25 citations written
- 10 were for 15 mph or above over the posted speed limit
- 9 were for 20 mph or above over the posted speed limit
- 3 were for 25 mph or above over the posted speed limit
- 3 were for 30 mph or above over the posted speed limit

All citations were written on Harry in a 35-mph zone and written for both eastbound and westbound traffic. Only one citation was written to someone who lived within the city limits of Garden Plain. All other citations were written to people who lived in surrounding cities or out of the county.

Public Works:

Aquatic Center Update:

On Tuesday Mayor Hammond and staff met onsite at the new aquatic facility with Dondlinger Construction for a status update on the progression of the facility. Unfortunately, due to the recent storms and rains over the last few weeks, it does not look promising for the pool to have it's grand opening on July 4th as initially planned. If you have already picked up your wrist bands for the free community swim for that day, please hold onto them – the City will host a formal grand opening and ribbon cutting ceremony with the free community swim and celebration as soon as possible. Please stay tuned for announcements and updates. We appreciate the community's understanding and are excited to get the facility up and running!

Water:

- Bored and tapped main for new service install at The Outpost at Cheney Lake. This was done by Nowak since we do not have a boring machine.
- Received quote for 15819 Northeast 50th Ave to install water service. This is on hold as the homeowner is undecided.
- Power washed the chlorine building at the wellfield in preparation for paint. Rain has pushed this back.

Sewer:

- Investigated possible sewer issue between 295th and Sedgwick. No issues found.

WWTP:

- Ordered new Dissolved Oxygen Probe Sensor Tube for main basin.
- Six loads (30,000 gallons) of sludge was hauled from the digester at the WWTP.

Parks:

- Continued mowing, rain has set us back from that.
- Prep for Independence Day Celebration, including spraying for mosquitos at City Park.

Streets:

- Street sweeping of Main Street in preparation of the Independence Day parade.
- We are having to be reactive to drainage on the streets due to the rain. We are trying to clean up the grit and sand in the intersections after it rains.
- Cleaned mud on Northern Ave. The mud was coming from a lot owned by Jeeps Baker Construction. We made contact with him to install erosion control for that lot.

Training:

- Monthly City Employee Safety Training was completed on June 18, 2026.
- Jim Laughlin is completing his Backflow Testing Certification. This way we can do this in-house and provide a service to our residents, so they do not have to hire a contractor. We will still charge for the testing, but that rate has not been set yet.
 - As a reminder: an annual backflow preventer inspection and test performed by a KDHE-certified technician is required for lawn irrigation and cross-connection systems.

Upcoming Meetings & Events:

City Council 2027 Annual Budget Workshop: The City Council will meet at 6 PM on July 8, 2026 for an annual budget workshop, preparing for the 2027 municipal budget. The workshop will take place at City Hall, 505 N. Main Street.

Planning Commission: The Planning Commission/Board of Zoning Appeals is scheduled to meet on Thursday, July 16, 2026 at 6 PM in the Council Chambers, 507 N. Main St

City Council: The City Council will meet in regular session on Wednesday, August 5, 2026 at 6:00 PM in the Council Chambers, 507 N. Main St.

Recommended Action: The City Council is asked to:

1. Receive and file

Attachments:

None

TO: Garden Plain City Council
FR: Morgan Koon, City Attorney
RE: Municipal Court Report

Background:

Council,

10 cases were on the June 16, 2026, Court Docket.

4 failed to appear. Kim sent 30 day letters to them on June 17, 2026, and added \$50.00 to their fine for the failure to appear. They are supposed to pay or appear on or before July 21, 2026.

2 were continued at the request of the defendants.

Out of the 4 that appeared, 3 plead no contest and paid their fines and court costs. One requested a diversion and I agreed to that.

The 4 I spoke with were just upset that they received the citation. All admitted they were traveling the speed they were alleged to have been traveling, but I was told by all of them that they travel to Garden Plain from Wichita regularly and it was a surprise that this was just sprung on them. They didn't feel it was fair.

I told them that we have had the signs up for approximately 4 months and have just recently started writing citations. The slowest citation was 55/35 and the fastest was 62/35.

The only idea that I have, if the council wants to, is to put flashing solar lights on the 35 MPH Ahead sign or on the first 35 MPH sign to make the more visible. I am more concerned about safety and the speed, especially when school starts again, than I am in the citations.

Recommended Action: The City Council is asked to:

1. Receive and file

Attachments:

None

TO: Garden Plain City Council
FR: Morgan Koon, City Attorney
RE: Receive the recommendation of the Planning Commission regarding a Special Use Permit (SUP) for property located at 1006 N. Main Street

Background:

For your review and consideration is an application for a Special Use Permit (SUP) for 1006 N. Main Street, commonly known as the Garden Plain Senior Center, seeking permission to construct a new 5'3" x 3'2" digital sign, replacing the existing manually-changed sign on the south side of the Senior Center building. See Attachment A for more details and specifications.

The official zoning map for the City of Garden Plain shows the property is zoned R-1, Single-Family Residential. Digital signage is not allowed by right in residentially-zoned properties and requires an SUP, approved by the Planning Commission and City Council.

The Garden Plain Planning Commission considered the SUP application and conducted a public hearing on the matter at their June 11, 2026 meeting. Representatives from the Senior Center were present to answer questions. There was no one to speak at the public hearing. The Commission unanimously voted to approve the application as presented, and to forward to the City Council for ratification via a Resolution.

Recommended Action: The City Council is asked to:

1. Receive the Recommendation of the Garden Plain Planning Commission for approval of the Special Use Permit at 1006 N. Main St.
2. Consider Approval of a Resolution for the Special Use Permit at 1006 N. Main St.

Attachments:

- A. June 11, 2026 Garden Plain Planning Commission Agenda Item and Supporting Documents
- B. Resolution 253

RESOLUTION NO. 253

A RESOLUTION GRANTING A SPECIAL USE PERMIT FOR A NEW DIGITAL SIGN LOCATED AT 1006 N. MAIN STREET IN THE CITY OF GARDEN PLAIN, KANSAS.

WHEREAS an application was properly filed with the City of Garden Plain Planning Commission/Board of Zoning Appeals seeking a Special Use Permit (SUP) for the addition of a new digital sign on the premises of the below-described real estate located at 1006 N. Main Street, in the City of Garden Plain, Kansas. The property is legally described as:

LOTS 5-6 & LOT 1 EXCLUDING THE EAST 281.72 FT BLOCK N BENTWOOD ADDITION, CITY OF GARDEN PLAIN, SEDGWICK COUNTY, KANSAS.

WHEREAS the requested use in this case is allowable within an R-1, Single Family Dwelling District, but only by an SUP; and,

WHEREAS upon due and proper publication notice thereof the Garden Plain Planning Commission/Board of Zoning Appeals conducted a public hearing on said application on June 11, 2026; and,

WHEREAS after the conclusion of the public hearing the Garden Plain Planning Commission/Board of Zoning Appeals adopted findings of fact and a recommendation to the Governing Body of the City of Garden Plain, Kansas that said application be approved as presented by unanimous vote of the Commission; and,

WHEREAS the Governing Body of the City of Garden Plain, Kansas did on this 1st day of July, 2026, consider the findings and recommendation of the Planning Commission/Board of Zoning Appeals; and,

After having given due consideration to all of the matters presented, voted to accept the findings and recommendation of the Planning Commission/Board of Zoning Appeals.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN PLAIN, KANSAS, that a Special Use Permit to construct a new digital sign at 1006 N. Main Street, Garden Plain Kansas, is granted under the provisions and restrictions of the Zoning Ordinances of the City of Garden Plain, Kansas as now provided or as may hereafter be amended.

PASSED AND ADOPTED this 1st day of July, 2026.

(signatures on following page)

Mayor Kevin Hammond

ATTEST:

Kimberly McCormick, City Clerk

TO: Garden Plain City Council
FR: Kimberly McCormick, City Clerk
RE: Consider an Engineering Agreement with Kirkham Michael for Engineering Services for a Main Line Water Extension

Background:

At the June 3, 2026 City Council meeting, the Council approved a bid award to McPherson Backhoe LLC to construct a water main line extension east from 295th pas the GPHS stadium in preparation to serve the Council of Hope property, as well as the Ternes parcel on the north side of Harry/15th Street.

Attached is an Agreement with Kirkham Michael for engineering and inspection services for the project. The total estimated cost for the services in the Agreement is \$73,920.20.

Construction on the water main extension is anticipated to begin in early 2027.

Recommended Action: The City Council is asked to:

1. Approve the Engineering Agreement with Kirkham Michael for Engineering Services for the water main line extension.

Attachments:

- A. Kirkham Michael Engineering Services Agreement

**Agreement for Engineering Services
between
City of Garden Plain, Kansas
and
Kirkham, Michael and Associates, Inc.
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 3RD DAY OF JUNE, 2026 by and between the **City of Garden Plain, Kansas**, hereinafter called the **OWNER**, and **Kirkham, Michael and Associates, Inc.**, hereinafter called the **ENGINEER**. As requested by the **OWNER**, the **ENGINEER** submits the following proposal.

The scope of services to be provided by this agreement is full-time construction engineering for the infrastructure project known as the Garden Plain Water System Improvements, KS (KM Design Project #2503810).

It is understood that funds for the project are to be provided by the **OWNER**.

A. Construction Phase Services

1. The **ENGINEER** will assign a Kansas Licensed Professional Engineer as the project manager for construction engineering services.
2. The **ENGINEER** will coordinate and lead a pre-construction meeting with representatives from the **OWNER** and the contractor prior to construction beginning on the proposed project.
3. The **ENGINEER** will respond to contractor questions, review contractor submitted shop drawings, material mix designs and product certifications for conformance with the project specifications.
4. The **ENGINEER** will provide full-time inspection services. A technician will be on site when the contractor performs work to check for conformance with the plans and specifications.
5. The **ENGINEER** will generate and process construction change orders as required and pay estimates once per month while work is taking place.
6. The **ENGINEER** will coordinate a final walk through of the project with representatives from the **OWNER** and the contractor at the completion of the project construction.
7. The **ENGINEER** will update the City of Garden Plain's water line GIS system after the project is completed to incorporate the new lines into the maps.
8. Surveying and any necessary material testing will be performed by the **CONTRACTOR** and are not part of this agreement.



B. Payment of Engineering Fee by Owner to Engineer

1. For services outlined in Section A, the **ENGINEER** will bill hourly rates for the persons specifically engaged on the project, including expenses and mileage. The **OWNER** agrees to pay the **ENGINEER** by the hour for direct salary plus a multiplier of **2.35** for hours worked directly on the project, including travel time. The **ENGINEER** will bill for mileage, meals, lodging and other allowable expenses.
2. The total fee for construction engineering will not exceed **\$73,920.20** unless approved in writing by the **OWNER**.
3. The not-to-exceed fee stated in Section B.2 was developed assuming one full-time technician to be on site to provide construction observation for 60 working days.
4. Any increase in the construction period or in the amount of inspection required, which involves additional field or office work by the **ENGINEER**, will be considered as **"Extra Work"** by this agreement. **"Extra Work"** required will be billed as stated in B.1.
5. The fee specified in Section B.2 is based on construction being finished within one (1) year of the date of this agreement. After one (1) year, the fee specified may be subject to renegotiation.

The one-page attachment "Exhibit A: Terms and Conditions" shall be considered an integral part of this agreement.

Receipt of a signed agreement serves as the Notice To Proceed for the **ENGINEER** to begin work on the project.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officers.

OWNER
City of Garden Plain
505 N. Main St.
Garden Plain, KS 67050

ENGINEER
Kirkham Michael & Associates, Inc.
202 N Main St
Cheney, Kansas 67028

Kevin Hammon
Mayor

John Riggins, P.E.
Sr. Vice President

ATTACHMENTS: Exhibit A (General Terms and Conditions)
 Exhibit B (Fee Calculation)

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

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

2. STANDARD OF PRACTICE

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.

3. 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.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. CONSTRUCTION COST ESTIMATES

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

7. 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 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.

8. INDEMNIFICATION

Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for 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.

9. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

10. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

11. 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.

12. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

Kirkham, Michael and Associates
Exhibit B

Project Name : 295th & Harry St. Water County: Garden Plain
Estimated Work Days: 60 Date: _____

MILEAGE

Office to Site: 8
Plant to Site: 0
Office to Garden Plain: 8

DESCRIPTION OF WORK	DAYS	EMPLOYEE	HOURS	SALARY	EXTENSION
FIELD INSPECTION	5	ENGR	40	\$ 50.00	\$ 2,000.00
	41	TECHS	328	\$ 38.00	\$ 12,464.00
		OVERTIME	80	\$ 57.00	\$ 4,560.00
				Sum	\$ 19,024.00
ON SITE TESTS	0	ENGR	0	\$ 50.00	\$ -
	0	TECHS	0	\$ 38.00	\$ -
		OVERTIME	0	\$ 57.00	\$ -
				Sum	\$ -
FIELD SURVEY	0	CHIEF	0	\$ 35.00	\$ -
	0	AIDES	0	\$ 23.00	\$ -
				Sum	\$ -
FINAL INSPECTION	4	ENGR	32	\$ 50.00	\$ 1,600.00
	2	TECHS	16	\$ 38.00	\$ 608.00
				Sum	\$ 2,208.00
CLERICAL	1	CLERK	8	\$ 26.00	\$ 208.00
					\$ 21,440.00
TOTAL PAYROLL	9	ENGR	72	\$ 50.00	\$ 3,600.00
	43	TECHS	344	\$ 38.00	\$ 13,072.00
		OVERTIME	80	\$ 57.00	\$ 4,560.00
	1	CLERK	8	\$ 30.00	\$ 240.00
				Total	\$ 21,472.00
EFFECTIVE MULTIPLIER			<u>2.35</u>		\$ 50,459.20
TOTAL PAYROLL PLUS OVERHEAD					\$ 71,931.20
NET FEE					\$ -
TOTAL DIRECT PAYROLL, OVERHEAD AND NET FEE					\$ 71,931.20
DIRECT EXPENSES					
PER DIEM & SUBSISTENCE FOR 0 DAYS @ \$183.00 /DAY					\$ -
MILEAGE OF 2652 at \$0.75 per mile					\$ 1,989.00
TOTAL DIRECT EXPENSES					\$ 1,989.00
TOTAL COST PLUS NET FEE					\$ 73,920.20

TO: Garden Plain City Council
FR: Kimberly McCormick, City Clerk
RE: Consider an Engineering Agreement with Kirkham Michael for Engineering Services for the Northern Walk and Bike Path

Background:

In September 2025 the City's engineering firm, Kirkham Michael, applied for a KDOT Cost Share Grant on behalf of the City for the construction of the next phase of the walking and bike path serving Bentwood Addition. In June 2026 KDOT notified the City that the grant was awarded.

The grant award is a 70/30 match, with KDOT funds covering 70% of the project costs. The total estimated cost for the project is \$283,701. Attachment B of the Agreement is a map showing the project area.

Attached is the Agreement with Kirkham Michael for engineering and design services for the project. The total estimated cost for the services in the Agreement is \$47,500.

Recommended Action: The City Council is asked to:

1. Approve the Engineering Agreement with Kirkham Michael for Engineering Services for the Northern Walk and Bike Path

Attachments:

- A. Kirkham Michael Engineering Services Agreement

**Agreement for Engineering Services
between
The City of Garden Plain, Kansas
and
Kirkham, Michael and Associates, Inc.
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 2026, by and between **the City of Garden Plain**, hereinafter called the **OWNER**, and **Kirkham, Michael and Associates, Inc.**, hereinafter called the **ENGINEER**. As requested by the **OWNER**, the **ENGINEER** submits the following proposal.

Construct a concrete path along the west right of way of 295th Street North, beginning at Dold Drive and proceeding north to Northern Ave. Then on Garnett Avenue, beginning at 295th Street North and proceeding west to North Main Street. (See attached project map). Along the routes, concrete crossings will be provided on each side street. Sidewalk ramps will be constructed at street corners.

Construction of the project will be partially funded through the KDOT Cost Share Program.

A. Preliminary Survey

1. The **ENGINEER** will establish horizontal and vertical control for the project using the Kansas Regional Coordinate System and an assumed benchmark elevation.
2. The **ENGINEER** will collect topographic survey data sufficient for the design of the concrete path and record utility locations as marked by the utility owners or their representative.
3. Locating or re-establishing section corners, block corners or property pins is not anticipated for this project and is therefore not a part of this agreement.

B. Design and Preparation of Plans

1. The **ENGINEER** shall be responsible for the adequacy and accuracy of the Design Plans for the Project.
2. The **ENGINEER** will apply for appropriate permits from the state and federal authorities who have proper jurisdiction over the proposed work. Fees required for said permits will be paid for by the **OWNER** in addition to the fee specified in Paragraph E-1.

3. The **ENGINEER** will prepare preliminary plans to include title sheet, general notes and quantities, plan and profiles, standard details, and an Opinion of Probable Construction Cost for the project and submit them electronically to the **OWNER** for review. Review submittals in excess of what is required by the KDOT LPA Project Development Manual, by the **OWNER**, will be considered “extra work”. The **ENGINEER** will provide up to 4 sets of preliminary drawings on 11” x 17” paper.
4. A field check review meeting will be established with the **OWNER** to discuss the status and progress of the project. The meeting will be scheduled at the 50 percent complete milestone to review progress and status of the project, including preliminary opinions of probable construction cost.
5. No significant impacts to traffic are expected through construction as all work will take place off local roads. Any temporary traffic control will follow KDOT and MUTCD standards.
6. Upon receiving comments from the **OWNER**, the **ENGINEER** will complete final plans, construction specifications, and a final Opinion of Probable Construction Cost for the project. A final copy of the plans and specifications will be submitted to the **OWNER** for acceptance, prior to advertising the project for construction bids. The reproducible drawings will be submitted on 22" x 34" paper. A single set of detailed drawings and specifications will be prepared.
7. Acquisition of easements or right of way is not anticipated for this project. If easement acquisition or right of way acquisition is required, it will be considered “**Extra work**” and will be billed according to E-8.
8. The **ENGINEER** will provide monthly progress reports to the **OWNER** throughout design.

C. Construction Contract Bid and Award

1. It is understood that the **OWNER** desires the project to be let to construction by or before June of 2027.
2. The **ENGINEER** will assist the **OWNER** in advertising for and obtaining electronic bids for the contract for construction, materials, equipment and services. The **ENGINEER** will maintain a record of prospective bidders to whom bidding documents have been issued by the **ENGINEER**.
3. Local project advertisements as required by Kansas statutes are the responsibility of the **OWNER**.
4. The **ENGINEER** will issue addenda, as appropriate, to clarify or modify the bidding documents.

5. The **ENGINEER** will tabulate the bid proposals, complete an analysis of the bids, and provide a recommendation for awarding the contract for construction to the lowest responsible bidder
6. The **ENGINEER** will distribute contract documents for execution by the contractor and **OWNER** following issuance of a Notice of Award by the **OWNER**.

D. Construction Engineering

1. Construction engineering is not part of this agreement but may be provided by the **ENGINEER** under separate agreement.

E. Payment of Engineering Fee by Owner to Engineer

1. For applicable services in Sections A, B and C, except as noted below, the **OWNER** agrees to pay the **ENGINEER** the **Lump Sum Fee of \$47,500.00**.
2. The **ENGINEER** will bill monthly for Preliminary Engineering services rendered based upon the estimated percent of the project completed at the time of billing, as estimated by the **ENGINEER**.
3. It is the understanding of the **ENGINEER** that local funds will be used to pay for the scope of this agreement.
4. Sub-surface testing, core-drilling, etc., if needed, shall be done by a competent geologist-driller selected by the **ENGINEER**, and **paid for by the OWNER** in addition to the fee specified in Paragraph E-1.
5. Right of Way or easement descriptions may be provided by the **ENGINEER** for an additional fee.
6. Acquisition of land for right of way and easements and relocation of utilities is assumed to be the responsibility of the **OWNER** but may be provided by the **ENGINEER** for additional fees, if requested by the **OWNER**.
7. Any change of the project scope may be considered “**extra work**” by this agreement with compensation at the hourly rate noted in Paragraph E-8.
8. “**Extra work**” required will be billed based on an hourly payroll cost plus a multiplier of **2.45** for employees specifically engaged on the required work, plus allowable reimbursable expenses.

9. The fee specified in Paragraph E-1 is based on final acceptance of the detailed plans within two (2) years of the date of this agreement. The fee specified will be adjusted by multiplying the original fee by an inflation factor of 1.05 for each year after the original two-year period has elapsed. From that time, the inflation factor will be compounded annually until final acceptance of the detailed plans by the **OWNER** or until termination of this agreement.

The three-page attachment "Exhibit A: Terms and Conditions" shall be considered an integral part of this agreement.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officers.

OWNER:
City of Garden Plain, Kansas
505 North Main
Garden Plain, KS 67050

ENGINEER:
Kirkham Michael & Associates, Inc.
202 N Main St
Cheney, KS 67025

Kevin Hammond, Mayor



John Riggins, P.E.
Vice President

Attest:

Kim McCormick, Clerk

ATCH: Exhibit A - Terms and Conditions (3 page)
 Exhibit B - Project Map

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

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 therefrom. 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.

Northern Garden Plain Walk and Bike Paths
Fall 2025 Cost Share Project

- Legend**
- 54 Station
 - Additional
 - Dollar General
 - Fall 2025 Cost Share
 - Feature 1
 - Garden Plain High School
 - Garden Plain High School Football Field
 - St. Anthony of Padua's Catholic Church

