

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
OCTOBER 8, 2026
7:00 P.M.**

Call to Order

1. Roll Call

____ Roberts ____ Longanecker ____ Lewis ____ Conus ____ Lebakken ____ Malloy

2. Welcome

3. Pledge of Allegiance

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes from September 24, 2026, Regular City Council Meeting
5. Consider Resolution No. 10-08-26A Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas
6. Consider Resolution No. 10-08-26B Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas
7. Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2026

Motion: ____ Second: ____ Vote: ____

Regular Agenda

8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
9. **Public Comments.** Members of the public are welcome to present their items of concern to the City Council. The Council will not discuss or debate these items, nor will the Council make decisions on items presented during this time. Speakers should address their comments to City Council only not members of the audience or staff.

Persons wishing to address the City Council must sign up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be a total of thirty (30) minutes.

Written comments must be submitted by close of business on the day prior to the meeting at CityClerk@edgertonks.org. Written comments shall include name and address for the record.

10. Introduction of New Employee

Business Requiring Action

11. CONSIDER THE PURCHASE OF A REPLACEMENT OUTDOOR WARNING SIREN AT 1100 W BRUAN ST FORM BLUE VALLEY PUBLIC SAFETY THROUGH MID AMERICA REGIONAL COUNCIL COOPERATIVE PURCHASING AGREEMENT

Motion: ____ Second: ____ Vote: ____

12. CONSIDER INCREASING BUDGETED AMOUNT FOR SENIOR PROPERTY TAX REBATE PROGRAM BY \$4,900.25 FOR 2026

Motion: ____ Second: ____ Vote: ____

13. Report by the City Administrator

14. Report by the Mayor

- November/December Council Meeting Schedules

15. Future Meeting Reminders:

October 13: Planning Commission Meeting
October 22: City Council Meeting
November 10: Planning Commission Meeting
November 12: City Council Meeting
November 26: City Council Meeting
December 8: Planning Commission Meeting
December 10: City Council Meeting
December 24: City Council Meeting

16. Adjourn

EVENTS

October 10: Motors & Monsters
October 14-16: STEM School Fall Break Camp brought to you by Amazon
October 15: Yoga
October 16: Halloween Cookie Decorating
October 22: Yoga
October 23: Outdoor Movie Night
October 26: Try It! Pickleball Workshop

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 24, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on September 24, 2026. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Absent
Deb Lebakken	Present
Bill Malloy	Absent
Ron Conus	Present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Todd Luckman
- Assistant to the City Administrator, Trey Whitaker
- City Clerk, Dusti Callahan
- Public Works Director, Dan Merkh
- Development Services Director, Zach Moore
- Parks and Recreation Director, Levi Meyer
- Finance Director, Karen Kindle
- Construction Inspector, Todd Veeman
- Public Works Forman, Chase Forrester
- CIP Project Manager, Rhoderic Montgomery

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes from August 10, 2026, Regular City Council Meeting
5. Approve Application FP2026-0002, Final Plat for Edgerton Project, Located At 31800 W. 196th Street Including Dedication of Land for Public Purpose
6. Approve Final Acceptance for the 2026 Street Preservation Program – Chip Seal Project

Councilmember Longanecker motioned to approve the consent agenda items 5-6, seconded by Councilmember Lebakken. The motion carried 3-0 by the following vote:

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Yes: Longanecker, Lebakken, Conus
Absent: Malloy, Lewis

Councilmember Longanecker motioned to approve the consent agenda item 4 after changing Todd Luckman's name to Tom Barnes as City Attorney, seconded by Councilmember Lebakken. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lebakken, Conus
Absent: Malloy, Lewis

Regular Agenda

7. **Declaration.** Council members had nothing to declare.

8. **Public Comments.**

Clara White, an Edgerton resident, expressed concerns about alleged foreign influence in local activism related to anti-AI and data center activities. She highlighted a network reportedly funded by Neville Roy Singham, who is under federal investigation for potential tax crimes and violations influencing these activities. Ms. White pointed out the use of fake online accounts promoting false narratives to stall US technology. She emphasized the positive potential of AI in various sectors and cautioned against losing American freedom to advancing foreign technological influence.

William LaFalce, an Edgerton resident, raised concerns about high salaries paid to City leadership staff in Edgerton, which he believes are excessive for a community of approximately 1,924 residents. He compared these salaries to those of federal employees in demanding positions, noting that the compensation for the city staff exceeds what many professionals earn at similar levels. Mr. LaFalce pointed out that while government salaries distort the perceived financial well-being of the community, some families still rely on food assistance. Mr. LaFalce called for transparency regarding the source of revenue funding these salaries and the financial relationships between the city and various development organizations.

Carrie Schmidt, a Gardner resident, criticized the process used to add data centers to the zoning rules without public input, alleging this violated legal statutes. She accused city staff and developers of having undue influence over city decisions, bypassing normal procedures such as public hearings and city council votes. Ms. Schmidt expressed frustration with the city leadership, accusing them of not acting in the interests of Edgerton residents and allowing external entities to control key decisions. She called this a lack of transparency and accountability in the process.

Kim Twente, an Edgerton resident, expressed concerns about environmental risks associated with data center development, particularly the potential for dangerous chemicals to contaminate

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water sources due to inadequate disposal practices. Ms. Twente criticized the lack of environmental studies and expressed distrust in the city's focus on facilitating approvals for developers like DAMAC without sufficient public involvement. She highlighted procedural issues in the council's approval process, pointing out misrepresentations regarding fuel storage tanks in the development plans. Ms. Twente accused city officials of siding against residents by not thoroughly scrutinizing these developments.

9. Presentation and Distribution of Pavement Condition Index (PCI)

Dan Merkh, Public Works Director, and Rhoderic Montgomery, CIP Project Manager, presented this item. The Citywide Pavement Condition Index (PCI) score is currently 86, which is excellent. This score signifies that 88% of street miles are rated as good or excellent. City staff reviewed maintenance strategies, focusing on the importance of timely interventions to manage costs effectively, and explained deterioration curves that show how roads degrade over time. He gave Council a handout to help them determine what PCI really means on the streets.

Councilmember Longanecker stated he drove those roads. Below 70 PCI really needed repairs. It won't take long to drive the score of 86 down.

Mr. Merkh gave a sample scenario, because one question came up of how long these scores last. Hypothetically, with a roadway that starts at 100 when it gets built, it has a period which hits degradation. For instance the chip-seal treatment that was just completed in the last couple of weeks would bring the PCI back up around roughly 5 to 10 points and it'll help keep the roadway in better condition for the next five or so years. Like all industry averages, there's a lot of parameters that fall into that. Hard winters make it shorter, soft winters make pavement last a lot longer. When you hit another 5 years or so, then we hit a thin overlay, like a UBAS and then it would give us approximately 7 – 12 years.

Councilmember Longanecker asked if there were any roads as poor as the area rated 27 on 3rd Street.

Mr. Merkh stated no, nothing near that severity. 88% of our miles rate at good or better. We did some research to find what other cities' averages and goals were, 65-75 where most recommend. Staff recommendations fall to a range of 70-74. When we get your range recommendation, we will be able to prepare and build a street preservation program annually and identify any limitations to the goal. This can grow and change as often as council have the direction to do so.

Mayor asked how often the PCI takes place.

Mr. Merkh stated that it is every 5 years.

Councilmember Longanecker is comfortable with staff recommendations. Bad streets are terrible, especially in the wintertime. He stated that we could always revisit this if needed.

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Mayor stated council can also direct staff to increase how often do PCI. He added that grants are a factor. He is comfortable with 70-74.

Councilmember Conus likes the cut off at 70, as economically it really costs if waiting much longer.

Mayor stated that he agrees, but to keep in mind that some roads will drop under that because it's an average. Before the regular street maintenance program, that's what led us into the PCI, which led us into this type of information, which is allowing us to do this type of policy. From an overall perspective, if we want to up the bar, we could. If we lower the bar too much, that drives costs actually higher.

Councilmember Longanecker stated he looked at East Martin Street, and between 2nd and 3rd Street, they are adequate but there's not much more to say about them.

Council members agreed on a target range PCI of 70-74 to balance road quality and budget sustainability.

Business Requiring Action

10. CONSIDER PROJECT CLOSEOUT FOR THE 2026 STREET PRESERVATION PROGRAM

Dan Merkh, Public Works Director, stated the 2026 Street Preservation Program includes three categories of work: the Concrete Project, the Pavement Marking Project, and Chip Seal Project. On May 28, 2026, NewCo Concrete LLC was awarded the construction contract for the Concrete Project. The final construction for all three projects is \$131,214.75. After all project costs, this project is within budget, with the remaining \$15,785.25 recommended to be moved to the 2027 Street Preservation Project.

Councilmember Longanecker motioned to approve, seconded by Councilmember Conus, business action item ten. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lebakken, Conus

Absent: Malloy, Lewis

11. Report by City Administrator

12. Report by the Mayor

Mayor reminded the Council of the future meetings. He asked staff to prepare discussions for the Holiday meetings at the end of the year for the first meeting in October.

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October 8: City Council Meeting
October 13: Planning Commission Meeting
October 22: City Council Meeting
November 10: Planning Commission Meeting
November 12: City Council Meeting

13. Adjourn

Councilmember Lebakken moved to adjourn, seconded by Councilmember Conus. The motion carried 3-0 by the following vote:

Yes: Longanecker, Lebakken, Conus
Absent: Malloy, Lewis

The meeting was adjourned at 7:37 pm.
Submitted by Dusti Callahan, City Clerk.

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City Council Action Item

Council Meeting Date: October 8, 2026

Department: Administration

Agenda Item: Consider Resolution No. 10-08-26A Establishing Fees and Rates for Permits, Licenses and Services for the City of Edgerton, Kansas

Background/Description of Items:

Annually the City of Edgerton updates the Fee Resolution to reflect the changes in rates for the water/wastewater charges for the next calendar year. Staff is also recommending changes to fees for Parks and Recreation and special events.

Water/Wastewater Rates for 2027

Staff have worked closely with Raftelis Financial Consultants in the last few years to complete a biennial rate study for both water and wastewater utilities. In their report, Raftelis recommends a small rate increase each year of the forecast period to avoid larger rate increases. The rate increases recommended for 2027 are listed below. The 2027 Budget adopted by the Council on September 10, 2026, included these rate increases. There will be another rate study in 2028. The attached fee resolution formally adopts the rate increases and sets the effective date as the **January 1, 2027 utility bills**.

Utility	2027 Average Monthly Rate Increase	Typical Customer Bill 2026 (3,000 gallons)	Typical Customer Bill 2027 (3,000 gallons)
Water	\$1.97	\$49.07	\$51.04
Wastewater	\$1.23	\$40.08	\$41.31

Parks and Recreation

City staff removed the rental fee for the horseshoe pits because they have been removed at Martin Creek Park.

Special Events

In January 2026, City Council adopted new regulations related to special events. Section 12-304 requires a special event application fee. Staff recommends adding a special event application fee of \$25 to offset costs for staff review of all special events.

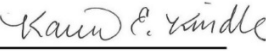
Previously, the City Code required a temporary alcohol permit fee for special events. Staff recommends removing this fee because those permits are now handled directly through the state.

Related Ordinance(s) or Statute(s): Ordinance No. 1006, Ordinance No. 2190

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:

x 

Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 10-08-26A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.

Enclosed: Draft Fee Resolution

Prepared by: Dusti Callahan, City Clerk

RESOLUTION NO. 10-08-26A

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continue to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF EDGERTON, KANSAS:

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Prepayment	Required if total estimate exceeds \$25.00
Copying/Facsimile Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Staff Searches, one (1) hour or more Records custodian/administrative staff, Dept heads/City Administrator/Elected Officials Contracted Professionals (IT, Attorneys, etc.)	Actual Cost of Staff/Professional Time

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (age 60+) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Chicken registration for senior residents (age 60+)	\$25.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00
Non-Registered, Neutered/Spayed	
First pick up	\$50.00
Non-Registered, Unneutered/unspayed	
First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (animal picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

Animal Adoption Fees:

Neutered/Spayed Pet	\$50.00
Pet Neutered/Spayed by the City	\$100.00

BEVERAGES**Cereal Malt Beverages**

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

~~Temporary Alcohol Permit Fee~~	~~\$50.00~~
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Caterer

Annual Alcohol Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$500.01 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,000.01 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,000.01 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,000.01 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,000.01 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.01 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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Permit Fees – Residential Building

Total Valuation

Fee

\$1 to \$500

\$13

\$500.01 to \$2,000

\$13 for first \$500.00 plus
\$1.50 for each additional
\$100.00 or fraction thereof,
to and including \$2,000

\$2,000.01 to \$25,000

\$35.50 for the first \$2,000.00
plus \$8.00 for each additional
\$1,000 or fraction thereof, to
and including \$25,000.

\$25,000.01 to \$50,000

\$219.50 for the first \$25,000
plus \$6.50 for each additional
\$1,000 or fraction thereof, to
and including \$50,000.

\$50,000.01 to \$100,000

\$381.00 for the first \$50,000
plus \$4.00 for each additional
\$1,000 or fraction thereof, to
and including \$100,000.

\$100,000.01 to \$500,000

\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.

\$500,000.01 and up

\$1,782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

Inspections outside of normal business hours
(minimum charge – two hours)

\$50.00 per hour

Re-inspection fees assessed

\$50.00 per hour

Inspections for which no fee is specifically indicated
(minimum charge – one-half hour)

\$50.00 per hour

Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)

\$50.00 per hour

For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)

Actual Costs

Certificate of Occupancy

\$10.00

Fire Review and Inspection

\$250.00

- Core and Shell

100 square feet to 12,500 square feet

Multi-Family (R-3)

Commercial Zoning Districts (C-D, C-1, C-2)

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection

\$250.00

- Tenant Finish

100 square feet to 12,500 square feet

Multi-Family (R-3)

Commercial Zoning Districts (C-D, C-1, C-2)

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00
Block Party	\$25.00

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Charge (50% of Contracted cost)	\$11.00
Additional Trash Cart (100% of Contracted cost)	\$7.50
Additional Recycle Cart (100% of Contracted cost)	\$3.00
Trash Stickers (100% of Contracted cost)	\$2.00

PUBLIC PROPERTY

The Greenspace Memberships

Senior Rates (60+)

Resident	
Day Pass	\$3.00
Monthly Pass	\$15.00
Annual	\$150.00
Non-Resident	
Day Pass	\$5.00
Monthly Pass	\$26.00
Annual	\$262.00

Adult Rates (14-59)

Resident	
Day Pass	\$4.00
Monthly Pass	\$20.00
Annual	\$200.00
Non-Resident	
Day Pass	\$7.00
Monthly Pass	\$35.00
Annual	\$350.00

Youth Rates (5-13)

Resident	
Day Pass	\$3.00
Monthly Pass	\$15.00
Annual	\$150.00
Non-Resident	
Day Pass	\$5.00
Monthly Pass	\$26.00
Annual	\$262.00

Family Rates (Up to 6 Family Members in the Same Household)

Resident	
Monthly Pass	\$35.00
Annual	\$350.00
Non-Resident	
Monthly Pass	\$61.00
Annual	\$612.00
Additional Family Members (More than 6)	
Resident	
Monthly Pass	\$6/person
Yearly	\$60/person
Non-Resident	
Monthly Pass	\$10/person
Yearly Pass	\$100/person

The Greenspace Rentals

Full Amount of Fee and Deposit Due at Time of Reservation

Conference Room

Resident	\$20.00/hr
Non-Resident	\$25.00/hr

Community Room

Resident	\$35.00/hr
Non-Resident	\$45.00/hr
Refundable Deposit	\$150.00

Full Gym

Resident	\$100.00/hr
Non-Resident	\$150.00/hr
Refundable Deposit	\$300.00

Full Facility (Community Room, Gym, and Kitchen)

Resident	\$150.00/hr
Non-Resident	\$225.00/hr
Refundable Deposit	\$500.00

Additional Add-Ons

Kitchen Use	\$75.00
Option Available with Community Room and Gym	
Outdoor Stage	\$100.00
Option Available with Community Room and Full Facility	
Use of Tables and Chairs	\$100.00
Option Available for Gym or Full Facility	
Security	\$100.00/hr
Required for Reservations with Alcohol and/or After-Hours	
Alcohol Permit	\$50.00
Alcohol Refundable Deposit	\$150.00

After Business Hours	\$40.00/hr
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Penalties and Procedures

Damage Fees	Varies
Deducted from deposit and charged for additional damages	
Late Fees	Varies
Original hourly rate for every half-hour late	
Cleaning Fees	\$150.00/hr
Additional cleaning needed to return space to original condition	
Cancellations & Refunds	Varies
91+ days before rental	100% (minus fees)
61-90 days before rental	75% (minus fees)
31-60 days before rental	50% (minus fees)
16-30 days before rental	25% (minus fees)
7-15 days before rental	Account Credit
0-6 days before rental	No Refund

Ball Fields

Baseball Field #1 – 50% Resident Roster	Free
Baseball Field #1 – Non-Residents	\$10 / hour
Rental Deposit Required for Field Key Rental (Refundable)	\$50.00
(Due at time of Reservation)	
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
~~-Horse Shoe Pit Lights~~	~~\$20 / hour~~

Park Shelters

Park Shelters – Residents	No charge
Park Shelters – Non-residents	\$50 per half day

Miscellaneous

Right-Of-Way Permit	\$100.00
~~Special Event Application~~	~~\$25.00~~

PUBLIC OFFENSES

Non-sufficient Funds/Returned Check Fee	\$30 (Ref. K.S.A. 60-2610)
Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first abatement with the fee increasing by \$50.00 for each subsequent abatement

UNCONVENTIONAL VEHICLES

Permit - initial sticker	\$100.00
Permit - annual renewal with no infractions	\$25.00
Permit - annual renewal with infractions	\$100.00

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	~~\$26.13~~ <u>27.18</u>	~~\$39.11~~ <u>40.67</u>
1"	~~\$31.04~~ <u>32.29</u>	~~\$46.51~~ <u>48.37</u>
1 1/2"	~~\$39.23~~ <u>40.80</u>	~~\$58.80~~ <u>61.15</u>
2"	~~\$49.09~~ <u>51.06</u>	~~\$76.52~~ <u>73.58</u>
3"	~~\$74.97~~ <u>72.08</u>	~~\$112.36~~ <u>108.04</u>
4"	~~\$109.09~~ <u>104.89</u>	~~\$163.56~~ <u>157.27</u>
6"	~~\$194.41~~ <u>186.93</u>	~~\$280.33~~ <u>291.54</u>
8"	~~\$296.82~~ <u>285.40</u>	~~\$445.19~~ <u>428.07</u>

Volumetric Rate [per 1,000 gallons]

Tiers	Inside City	Outside City
0-2,000	~~\$5.63~~ <u>5.41</u>	~~\$8.38~~ <u>8.06</u>
2,001-10,000	~~\$12.61~~ <u>12.12</u>	~~\$18.83~~ <u>18.11</u>
>10,000	~~\$17.36~~ <u>16.69</u>	~~\$25.97~~ <u>24.97</u>

Water System Development Fees

System Development Fee (based on size of water meter)

METER SIZE	CHARGES
5/8"	\$4,300
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Cut Off Fee (during normal business hours)	\$25.00
Afterhours Cut off Fee (during non-business hours)	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$~~8.97~~9.24

Volumetric Rate

\$10.~~69~~37 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

Wholesale Wastewater Rate

\$3.68 [per 1,000 gallons]

Significant Industrial User Fees

Permit fee	\$250
User Admin Fee	\$250

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit (first year fee included in Installation Permit Fee)	\$50.00
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

VEHICLE PERMITS

Restoration Permit	\$250.00/new or renewal
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ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot

Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00 plus publication fees
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot

Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + 2% administrative fee
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request
Temporary Sales and Events Permit	No fee

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective immediately upon adoption by the Governing Body with the changes to the water and wastewater rates becoming effective on the January 1, 2026⁶⁷ utility bill.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City

Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 89TH DAY OF OCTOBER- 20265.

DONALD ROBERTS, MAYOR

ATTEST:

DUSTI CALLAHAN, CITY CLERK

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: October 8, 2026

Department: Administration

Agenda Item: Consider Resolution No. 10-08-26B Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Background/Description of Item:

Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31st be prepared in compliance with the cash basis and budget laws of the State of Kansas, and requests waiver of the requirements of K.S.A. 75-1120a(a).

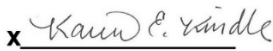
K.S.A. 75-1120a(a) is the uniform system of fiscal procedure, accounting and reporting for municipalities. It requires the use of Generally Accepted Accounting Principles (GAAP). The Governing Body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the Governing Body or members of the general public of the municipality. The Governing Body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of the cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver is that the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a(a). The City of Edgerton currently does not have any such ordinances or resolutions.

Related Ordinance(s) or Statue(s): K.S.A. 75-1120a

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval: 
Karen Kindie, Finance Director

Recommendation: Approve Resolution 10-08-26B Waiving The City's Compliance With Generally Accepted Accounting Principles For Financial Reporting And Causing Such Reports To Be Prepared In Compliance With The Cash Basis And Budget Laws Of The State Of Kansas

Enclosed: Resolution 10-08-26B

Prepared by: Justin Vermillion, Sr. Accountant

RESOLUTION NO. 10-08-26B

A RESOLUTION WAIVING THE CITY'S COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR FINANCIAL REPORTING AND CAUSING SUCH REPORTS TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS

WHEREAS, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ending December 31, 2026, to be prepared in conformity with the cash basis and budget laws of this state; and

WHEREAS K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with Generally Accepted Accounting Principles; and

WHEREAS K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality; and

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ending December 31, 2026.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Edgerton, Kansas, in regular meeting, duly assembled, that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ending December 31, 2026.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements, as adjusted, to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 8th DAY OF OCTOBER, 2026.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for

Stumbo Hanson, LLP, City Attorneys



EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: October 8, 2026

Department: Administration

Agenda Item: Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2026

Background/Description of Item:

In 2024, City Staff conducted a Request for Proposals (RFP) for Audit Services. The City of Edgerton selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. In October 2024, Council approved a three-year agreement with Varney & Associates to audit the financial statements for fiscal years 2024, 2025 and 2026 for a flat fee per year of \$9,500. If required, a Single Audit will also be completed with an additional fee of \$4,500. Attached is the engagement letter for the 2026 audit. The Audit Fee and Single Audit fee were included in the 2026 Budget.

The engagement letter is pending review and approval by City Attorney.

Related Ordinance(s) or Statue(s): K.S.A. 44-1030

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$14,000

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve the Engagement Letter with Varney & Associates, CPAs, LLC, to prepare the City's Financial Audit for Fiscal Year 2026.

Enclosed: 2026 Engagement Letter with Varney & Associates, CPAs, LLC

Prepared by: Justin Vermillion, Sr. Accountant



September 15, 2026

City of Edgerton, Kansas
PO Box 255
Edgerton, KS 66021

You have requested that we audit the basic financial statement of City of Edgerton, Kansas, which comprise the fund summary statement of regulatory receipts, expenditures and unencumbered cash balances as of and for the year ended December 31, 2026, and the related notes to the financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statement as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Kansas Municipal Audit and Accounting Guide* (KMAAG) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

The Kansas Municipal Audit and Accounting Guide (KMAAG) requires that certain regulatory-required schedules be presented to supplement the financial statement. Such information, although not a part of the financial statement, is required by the Director of Accounts and Reports, Department of Administration of the State of Kansas, who considers it to be an essential part of financial reporting for placing the financial statement in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Summary of Expenditures – Actual and Budget
- Schedule of Receipts and Expenditures – Actual and Budget

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and KMAAG. As part of our audit, we exercise the professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Auditor Responsibilities (Continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Edgerton, Kansas's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks of material misstatement to date that require special audit consideration:

- Management override of controls - in all cases, audit standards have concluded that management is in a unique position to perpetrate fraud because of management's ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. We will design and perform procedures to address this risk during our audit.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and KMAAG.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of City of Edgerton, Kansas's compliance with the provisions of applicable laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statement in accordance with KMAAG, a regulatory basis of accounting;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

Management Responsibilities (Continued)

3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing the financial statement that indicates that the financial statement has been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statement as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statement, or if the supplementary information will not be presented with the audited financial statement, to make the audited financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Edgerton, Kansas's basic financial statement. Our report will be addressed to the governing body of City of Edgerton, Kansas. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management.
- Assist in preparation of the financial statement as of and for the year ended December 31, 2026.

Nonattest Services (Continued)

We will not assume management responsibilities on behalf of City of Edgerton, Kansas. However, we will provide advice and recommendations to assist management in performing its responsibilities.

City of Edgerton, Kansas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows:

- The nonattest services are limited to the accounting services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries. Our firm will advise City of Edgerton, Kansas with regard to tax positions taken in the preparation of the tax return, but City of Edgerton, Kansas must make all decisions with regard to those matters.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of the audited financial statement, including the financial statement published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our fees are based on the amount of time required at various levels of responsibility. We estimate that our fee for the audit will not exceed \$9,500. If a Single Audit is required, there would be an additional fee of \$4,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Edgerton, Kansas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

September 15, 2026
City of Edgerton, Kansas
Page five

Other (Continued)

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement including our respective responsibilities. We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Please ensure that the governing body receives a copy of this engagement letter.

Sincerely,

Varney & Associates, CPAs, LLC

Certified Public Accountants
Manhattan, Kansas

RESPONSE:

This letter correctly sets forth our understanding of City of Edgerton, Kansas.

Acknowledged, agreed and shared with governing body on behalf of City of Edgerton, Kansas by:

Name: _____

Title: _____

City Council Action Item

Council Meeting Date: October 8, 2026

Department: Public Works

Agenda Item: Consider The Purchase Of A Replacement Outdoor Warning Siren At 1100 W Braun St From Blue Valley Public Safety Through Mid America Regional Council Cooperative Purchasing Agreement.

Background/Description of Item:

The outdoor warning siren system is operated and activated by Johnsons County, while the ownership of the outdoor warning sirens within the network is compiled of cities, townships, Johnson County Parks and Rec., and the Johnson County Airport. This system consists of 190 sirens strategically placed throughout the county. Each of the sirens in the system are manufactured by Federal Signal, installed and maintained by Blue Valley Public Safety, and activated on the Johnson County, county-wide warning system. According to the National Weather Service, outdoor warning sirens are “designed only to alert those who are outside that something dangerous is approaching.” Individuals are always encouraged to utilize multiple methods of alert for dangerous weather conditions such as cell phone alerts, local media, weather radios, Notify JoCo, etc.

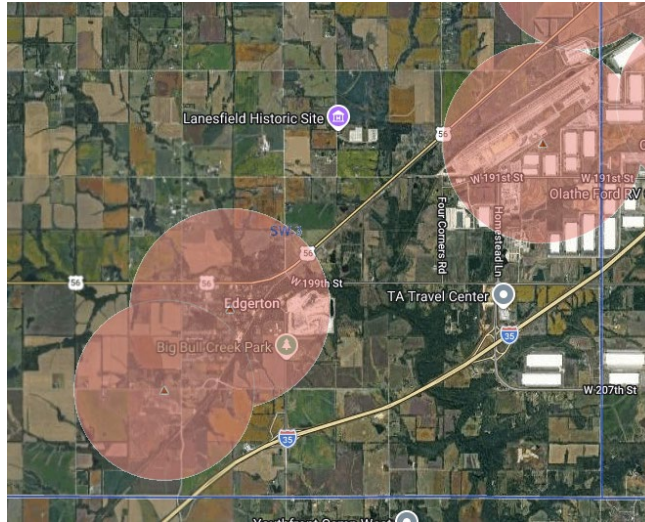
Edgerton’s Siren Locations and Coverage:

The City currently has three outdoor warning sirens within its jurisdiction:

- First Street and West Martin Street (Manor Park), identified as Siren ED02;
- 1100 West Braun Street, identified as Siren ED01;
- The Intermodal Lift Station site at Logistics Park Kansas City (LPKC), identified as Siren ED03.

The map on the next page shows the approximate outdoor coverage area for each siren. These boundaries do not guarantee that a siren will be heard at every location within the area. Actual audibility varies with weather, surrounding buildings, and background noise. Siren ED01, located at 1100 West Braun Street and shown in the lower-left portion of the map, currently has a smaller coverage area than the other two sirens. Its coverage area is expected to increase with installation of the replacement unit.





Siren ED01 was installed on August 6, 1994, and is approximately 32 years old. The unit has reached the end of its useful life. Replacement parts are increasingly difficult to obtain, and some components can no longer be serviced or replaced. These limitations make continued maintenance more difficult and affect the City's ability to keep the unit operating reliably. In 2025, City staff coordinated with Blue Valley Public Safety to evaluate the location for a replacement siren. The review considered advances in siren technology, anticipated coverage, and development in Dwyer Farms. Based on that evaluation, the existing location at 1100 West Braun Street remains the preferred location for the replacement unit.

On August 28, 2025, City Council approved the purchase of the replacement Outdoor Warning Siren with the recommended 2026 Budget Approval. At this time the cost for the replacement unit was \$29,500. In early 2026 staff reached out to Blue Valley Public Safety to get the updated quote for the replacement unit, due to cost increases for the equipment that were received during the request for quote process, staff postponed the purchase to update the cost in the 2027 Budget. At the September 10th City Council meeting, City Council approved the 2027 Budget, as part of this approval process the Outdoor Warning Siren was included as an updated project cost. The new budget for the replacement siren was estimated at \$36,000, to align with the current cooperative cost structure.

The Vehicle and Equipment Policy requires the preparation of the specifications for the replacement of equipment with an effort for those to be as "standard" as possible to provide for economical and efficient repairs. It also requires that the City first use cooperative purchasing partnerships. For the purchase of the replacement Outdoor Warning Siren at 1100 W Bruan St, staff used the Kansas City Regional Purchasing Cooperative through Mid America Regional Council (MARC) and Mo-Kan Council of Public Procurement (MKCPP). The MARC/KCRPC Contract No. 109/1R includes cooperative purchasing agreement language for Federal Signal, the siren manufacturer, and Federal Signal's local distributor Blue Valley Public Safety. Per Contract No. 109/1R the total price for the replacement siren at 1100 W Bruan St is \$33,539.

Outdoor Warning Siren Cost Structure:

- Electro-Mechanical Siren Equipment: \$22,242
- Install and System Setup Services: \$11,297

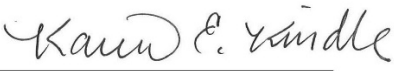
Total Cost: \$33,539

Staff recommends purchase approval of the Outdoor Warning Siren replacement for Siren ED01 at 1100 W Braun St, in an amount not to exceed \$33,600.

Related Ordinance(s) or Statue(s): N/A

Funding Source: Equipment Reserve Fund - General

Budget Allocated: \$36,000

x 

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the purchase of a replacement Outdoor Warning Siren at 1100 W Braun St form Blue Valley Public Safety through Mid America Regional Council Cooperative Purchasing agreement, in an amount not to exceed \$33,600

Enclosed: Edgerton, KS 2001ACDCT 09-08-26

Prepared by: Dan Merkh, Public Works Director

2645 Federal Signal Dr
 University Park, IL 60484
 800.548.7229
www.fedsig.com

Number : **SYSQ19248-01**
 Date : **09/08/2026**
 Expiration Date : **12/08/2026**

Sold To:
City of Edgerton, KS

Trey whitaker Title: Asst. City Admin.
 913-893-6231
 twhitaker@edgertonks.org

404 E Nelson St
 Edgerton, KS 66021

ShipTo:
Blue Valley Public Safety

816-847-7502

PO Box 363
 509 James Rollo Dr
 Grain Valley, MO 64029

Representative:
Blue Valley Public Safety, Inc.

www.bluevalleypublicsafety.com

Jeff Edgington
 816-863-5193
 jeff@bvpsonline.com

Payment Terms

NET 30 with Account Approval

Freight Terms

Freight Quoted, FOB Origin

Project Notes:

MARC/KCRPC Contract No. 109/1R

Qty	Part Number	Description	Unit Price	Ext. Price
ELECTRO-MECHANICAL SIREN EQUIPMENT				
1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$10,029.00	\$10,029.00
1	2001TRB	TRANSFORMER RECTIFIER PLUS	\$3,383.00	\$3,383.00
1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$8,830.00	\$8,830.00
		TOTAL EQUIPMENT		\$22,242.00
SHIPPING				
1	FREIGHT Z2	FREIGHT ZONE 2 - US GROUND ONLY	\$0.00	\$0.00
		TOTAL SHIPPING		\$0.00
SERVICES				
1	BV-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$9,478.00	\$9,478.00
1	BV-S-CPSYSOP-CU	System Optimization Per Site, CUSTOM	\$720.00	\$720.00
1	BV-IO-CUSREMOV	Removal Services, Custom	\$1,099.00	\$1,099.00
		TOTAL SERVICES		\$11,297.00
		TOTAL OF PROJECT		\$33,539.00
OPTIONAL ITEMS				
1	BV-TRAFFIC	Traffic Control, if required (Optional)	\$1,500.00	\$1,500.00
1	BV-PERMIT	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole. (Optional)	\$1,850.00	\$1,850.00

*** Purchase Order MUST be made out to: ***

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

Purchase Order MUST be e-mailed, mailed, or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 | Fax: 816-847-7513 | dee@bvpsonline.com

Recurring	\$0.00
Total USD	\$33,539.00

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature: _____

Title: _____

Notes:

Lead Time: 10 to 12 Weeks

Prices are firm for 90 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 90 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$1,500.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Purchasing Portals / Services / Systems: A service charge of \$150 will be applied if seller is required to interact with payment portals or other systems except email to obtain purchase orders, submit invoices or otherwise secure payment for the services above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided. Taxes: Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

Cancellation Schedule - Material: Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

10% after 2 weeks. 20% after 4 weeks. 40% after 6 weeks. 80% after 8 weeks.

Cancellation Schedule - Services: If any cancellation of scheduled service visit occurs, Federal Signal reserves the right to impose cancellation charges as follows: Cancellation of visit within 7 days of mobilization - 50% of agreed upon labor and incurred expenses plus handling fee. Cancellation of visit within 2 days of mobilization - 100% of agreed upon labor and incurred expenses plus handling fee.

Delivery Schedule: From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B (approved with comments).

Warranty/Guarantee: Please see Federal Signal Limited Warranty Terms and Conditions document (attached).

Storage Charges: 0.5% storage charge per month on total amount of invoice applies if product is not collected/shipped within two weeks after signed FAT.



LIMITED WARRANTY POLICY

Effective January 19, 2026

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document and are subject to change at the sole discretion of Federal Signal.

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer, and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps, and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished, or specified by the Buyer or end user.

During the specific warranty periods set forth below, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship or, in its sole discretion, refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing, or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED. UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
STANDARD WARRANTY COVERAGE		
AUDIBLE		
Speakers	2 years	1 year
Pathway™	5 years	5 years
Pathfinder®	5 years	5 years
LED PRODUCTS		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
MicroPulse® LED lights (shipped prior to January 1, 2021)	3 years	3 years
MicroPulse® LED lights (shipped on or after January 1, 2021)	5 years	5 years
416300 Series (shipped prior to January 1, 2021)	3 years	3 years
416300 Series (shipped on or after January 1, 2021)	5 years	5 years
MB1 LED Message Board	3 years	3 years
Commander® Series Flex	3 years	3 years
4200S-A Perimeter Light	3 years	3 years
4200S/8200S SignalMaster™	3 years	3 years
SignalTech® Lights	3 years	3 years
ICON™ Series	3 years	3 years
Renegade LED	3 years	3 years
Firebolt LED Class 3	3 years	3 years
OTHER PRODUCTS		
Littlite® Map lights	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
Reverse Camera Systems	2 years	2 years
Stinger Spike Systems	5 years	5 years
DFC Series Push Bumper	3 years	3 years
FSLink® Programmer	1 year	1 year
Atkinson Dynamics® Intercoms	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
Mounting Bar	3 years	3 years
Littlite Platform Series	3 years	3 years
Convergence Network Controllers & Relay Modules	3 years	3 years
FSDirect™ Control Module	5 years	5 years
Backup Alarms	3 years	3 years
Mounts, brackets, all other products not specifically listed below	3 years	3 years

NOTE: Domes, lenses, lamps, and batteries are NOT covered under warranty.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Systems Division	
PRODUCT*	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMANCE LABOR**
MECHANICAL SIRENS	
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
ELECTRONIC SIRENS	
MOD Series	2 years parts and labor from date of delivery, return to factory for service
DSA Series	
CONTROLLERS	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Series	
DC Series	
UltraVoice Series	
SPEAKERS	
Informers	1 year parts and labor from date of delivery, return to factory for service
IP Speakers	
100 W Speakers	
ECHO INTERCOMS	
ECHO Intercoms	5 years parts and labor from date of delivery, return to factory for service
OEM PRODUCTS	
PC Equipment	Federal Signal utilizes the original manufacturer's warranty
Field Devices	
Batteries	
UPS Systems	
PABX Systems	
Base Stations	
Solar Equipment	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning system field acceptance whichever is sooner covering parts and labor, return to factory for service
SOFTWARE	
Commander®	For more information, click here to refer to the Commander End User License Agreement.
CommanderOne®	For more information, click here to refer to the CommanderOne End User License Agreement.

Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information.

*Onsite services not included

** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded

When Federal Signal has provided a turnkey installation including optimization and/or commissioning services, Federal Signal will provide onsite warranty service during the first 60-days after completion of the installation.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Signaling Division	
PRODUCT TYPE	WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT
VISUAL SIGNALS	
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.
Incandescent Beacons	
LED Beacons	
Panel Mount Lights	
Status Indicators/Stack Lights	
Strobe Beacons	
AUDIBLE DEVICES	
Bells	5 years parts and labor from date of delivery. Return to factory for service.
Horns	
Intercoms (excludes Atkinson Dynamics®)	
Sirens (Model A, L, eSiren)	
Sounders	
Speakers	
MISCELLANEOUS	
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.
Audible/Visual Combination Signals	
Audible and Visual Accessories	
AudioMaster Products	
Audio Routers	
Extension Ringers	
Fire Alarms	
Initiating Devices	
Mounts and Brackets	
Power Supplies	
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units	
ATKINSON® DYNAMICS	
Intercoms	2 years parts and labor from date of delivery. Return to factory for service.
Speakers	

TERMS AND CONDITIONS OF SALE (Goods and Services)

Effective 2-20-2026

1. **DEFINITIONS.** In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgment of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.
2. **ORDERS; CONTRACT.** All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgment of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.
3. **EFFECTIVE DATE; CANCELLATION.** The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgment or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

10% - if cancelled more than 2 weeks from the Effective Date;
20% - if cancelled more than 4 weeks from the Effective Date;
40% - if cancelled more than 6 weeks from the Effective Date;
80% - if cancelled more than 8 weeks from the Effective Date.

Cancellation Schedule - Services:

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged.

If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

Notwithstanding anything to the contrary herein, any service and/or commissioning line items that remain open and unperformed for a period of twenty-four (24) months or more from the Effective Date or Issuance of Buyer's Order, whichever is first shall be deemed automatically cancelled without further notice or action by either party. Upon such automatic cancellation, Buyer shall remain liable for all costs and charges incurred by Seller up to the date of cancellation, including but not limited to unrecoverable out-of-pocket costs, work completed, and custom materials purchased.

4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge. If Buyer requires Seller to submit invoices through an electronic portal or other third-party invoicing platform, Buyer shall pay Seller a fee of \$150.00 per order.

5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.
7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract.

If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.
9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

- A. Goods. Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgment of Buyer's order may be found at www.fedsig.com/SSG-Warranty, or maybe obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the Contract or the manufacture, sale, delivery or use of the Goods or Services exceed the purchase price of the Goods or Services. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
 - D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
 - E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
 - F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
 - G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
 - H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
 - I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
 - J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
 - K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
 - L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
 - M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
 - N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. **DEFAULT, INSOLVENCY AND CANCELLATION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).
18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.
21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

City Council Action Item

Council Meeting Date: October 8, 2026

Department: Administration

Agenda Item: Consider increasing budgeted amount for Senior Property Tax Rebate Program by \$4,900.25 for 2026

Background/Description of Item:

On September 14, 2023, City Council approved the Senior Property Tax Rebate program with \$65,000 budgeted for the 2024 Fiscal Year. The budgeted amount remained the same for 2025 and 2026 because not all funds were depleted in previous years.

This year, the City received significantly more applications – 33% more - than the prior years.

- 2024 – 71 applications
- 2025 – 75 applications
- 2026 – 100 applications

Staff believe this increase is due, in part, to the postcards that were sent out to every household in late August and increased social media reminders.

However, due to the increased interest, the \$65,000 allocated was not enough to cover every application that was received. Staff is requesting Council approve an additional \$4,900.25 to be taken from the City's unencumbered fund balance in the General Fund to fully cover the seven remaining applications. Sufficient reserve funds are available.

If approved, staff will be requesting additional funds for the 2027 fiscal year as part of the CIP process tonight.

Related Ordinance(s) or Statue(s):

Funding Source: Unencumbered Fund Balance in the General Fund

Budget Allocated: \$0

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve an increase of \$4,900.25 for the 2026 Senior Property Tax Rebate Program
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Enclosed: N/A

Prepared by: Kara Banks, Assistant to the City Administrator