EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
AUGUST 27, 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 August 13, 2026, Regular City Council Meeting

   Motion: _____ Second: ___ Vote: ____

Regular Agenda
5. **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.

6. **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.

7. Presentation by Staff and Alfred Benesch & Company of a Pavement Management Plan including an updated Pavement Condition Index (PCI)

8. Presentation by Burns & McDonnell of the Concept Development Report for Dwyer Farms Sanitary Sewer Improvements - Site 2 & 3

Business Requiring Action

9. **CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND HDR ENGINEERING, INC. FOR CITY OF EDGERTON SAFETY ACTION PLAN (SS4A)**

Motion: ______ Second: ______ Vote: ________

10. **CONSIDER AGREEMENT WITH JOHNSON COUNTY FOR CITY PARTICIPATION IN THE STORMWATER MANAGEMENT ADVISORY COUNCIL (SMAC), WATERSHED 4 ORGANIZATION**

    Motion: ______ Second: _____ Vote: ____

11. **CONSIDER CREATION OF A NEW CAPITAL IMPROVEMENT PROJECT – CITY HALL SOUND SYSTEM – AND AUTHORIZE A PROJECT BUDGET OF $37,000**

    Motion: ______ Second: _____ Vote: ____

12. **CONSIDER A RETAIL SALES AGREEMENT WITH FORTÉ FOR PURCHASE OF A SOUND SYSTEM FOR CITY HALL IN THE AMOUNT OF $32,712.80**

    Motion: ____ Second: ___ Vote: ______

13. **PUBLIC HEARING FOR RESOLUTION NO 08-27-26A TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

    13a. **CONSIDER RESOLUTION NO. 08-27-26A OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

    Motion: _____ Second: ___ Vote: ______

14. **PUBLIC HEARING FOR 2027 RECOMMENDED BUDGET**

    Motion: ______ Second: ________ Vote: ____

15. **Report by the City Administrator**

16. **Report by the Mayor**

17. **Future Meeting Reminders:**

    September 8: Planning Commission Meeting
    September 10: City Council Meeting
    September 24: City Council Meeting
    October 8: City Council Meeting

18. **Adjourn**

EVENTS

August 28: Outdoor Movie Night: A Goofy Movie

September 2: Mah Jongg

September 9: Mah Jongg

September 11 & 12: Meat Inferno BBQ Competition

September 12: Cops N Bobbers

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 13, 2026

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on August 13, 2026. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. **ROLL CALL**

Donald Roberts	Present
Clay Longanecker	Present
Josh Lewis	Present
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
Assistant to the City Administrator, Kara Banks
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
Senior Accountant, Justin Vermillion
Recreation Superintendent, Brittany Paddock
Maintenance Technician III – Parks, Colton Hamilton

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 Regular Meeting on July 23, 2026, Regular City Council Meeting
5. Approve Ordinance No. 2197 Amending Chapter XIV Of The Edgerton, Kansas Municipal Code To Incorporate The 2026 Standard Traffic Ordinance, Subject To Existing Local Traffic Provisions In The City Code Which Supplement And/Or Modify Certain Sections Thereof

The provided minutes are a summarization of the official actions and formal decisions of the referenced City Council Meeting. The law does not require meeting minutes to be a full and complete transcription of the meeting. Minutes are retained in accordance with State record retention and archiving laws.

6. Approve Ordinance No. 2198 Amending Chapter XI, Article I, Section 11-101 Of The Code Of The City Of Edgerton, Kansas, Concerning The Uniform Public Offense Code

Councilmember Longanecker motioned to approve the consent agenda, seconded by Councilmember Lewis. The motion carried 4-0 by the following vote:

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

Regular Agenda

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

8. **Public Comments.**

Carrie Schmidt, a Gardner resident, criticized the City Attorney's legal actions regarding a petition. Ms. Schmidt alleges the City is overreaching and bullying citizens by suing for damages. She stated this action was not aligned with the directions given at the last council meeting. Ms. Schmidt is concerned this approach will scare citizens from exercising their right to petition or address the government.

Dinnis Crownover, an unincorporated county resident, raised concerns about new road signage and design at the Co Op, making semi-truck access difficult. Mr. Crownover mentioned that the current setup requires complicated maneuvers for trucks, especially during busy harvest seasons, and that might drive away business. He expressed his willingness to demonstrate the problem by driving a semi-truck for the council to see.

Charlie Troutner, an Edgerton resident, reiterated the need for microphones at public meetings to improve accessibility and transparency. Mr. Troutner stated most cities in Johnson County use microphones for public meetings, and he strongly advocated their implementation in Edgerton. He believes this will make meetings smoother and more transparent.

Business Requiring Action

9. **CONSIDER ORDINANCE NO. 2195 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION RZ2026-0001 FOR THE REZONING OF APPROXIMATELY 20.95± ACRES OF LAND FROM THE I-H (HEAVY INDUSTRY) AND L-P (LOGISTICS PARK) DISTRICTS TO THE L-P (LOGISTICS PARK) DISTRICT LOCATED AT 32612 W. 191ST STREET**

Zach Moore, Development Services Director, stated this land was previously zoned as Heavy Industrial and Logistics Park Districts, and was proposed to be entirely rezoned to the Logistics Park District. The rezoning request aimed to facilitate the potential future use of the property as

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a cargo container maintenance and storage facility. The Planning Commission held public hearing on July 14, 2026, and was voted 4-0 to recommend approval of application with no stipulations.

Councilmember Longanecker motioned to approve, seconded by Councilmember Lebakken, Ordinance 2195. The motion carried 4-0 by the following vote:

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

10. **CONSIDER ORDINANCE NO. 2196 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2026-0001) ALLOWING FOR A CARGO CONTAINER STORAGE AND MAINTENANCE FACILITY IN THE L-P (LOGISTICS PARK) DISTRICT LOCATED AT 32612 W. 191ST STREET**

Zach Moore, Development Services Director, stated the subject property is already developed with structures for an agricultural company, which are proposed to remain, while the cargo container operations would occur on the existing paved parking lot. On July 14, 2026, the Planning Commission held a public hearing and recommended approval of the conditional use permit with a 4-0 vote.

Councilmember Longanecker motioned to approve, seconded by Councilmember Lewis, Ordinance 2196. The motion carried 4-0 by the following vote:

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

11. **CONSIDER FINAL ACCEPTANCE FOR THE 2026 STREET PRESERVATION PROGRAM - CONCRETE PROJECT**

Todd Veeman, Construction Inspector, stated this project is part of the 2026-2030 Capital Improvement Program and focused on street infrastructure in selected areas. The City Council awarded the construction contract to NewCo Concrete LLC for $60,135.00. Due to the bid prices being lower than expected, the project expanded to include additional curb work. The final contract amount after the change order was $62,985.00, which is within the project budget. The work was completed according to city standards and inspected by the City's Construction Inspector, who recommended final acceptance.

Councilmember Lewis motioned to approve, seconded by Councilmember Longanecker, item eleven under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

12. **CONSIDER CHANGE ORDER #1 TO TRAFFIC MANAGEMENT KS, LLC FOR THE 2026 STREET PRESERVATION PROGRAM - PAVEMENT MARKING PROJECT**

Todd Veeman, Construction Inspector, stated the project included updating pavement markings at railroad crossings on Nelson and 199th Streets, complying with the Federal Railroad Administration and the Manual on Uniform Traffic Control Devices. The City Council originally awarded this project for $18,363, and the change order added $7,352.00 to include additional work at the 199th Street crossing bringing the total contract amount to $25,715.00. This change is within the project's budget.

Councilmember Lebakken motioned to approve, seconded by Councilmember Longanecker, item twelve under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

13. **CONSIDER RESOLUTION NO. 08-13-26A APPROVAL OF INDEMNITY AGREEMENT BETWEEN THE CITY AND THE EDGERTON UNITED METHODIST CHURCH FOR USE OF THE CHURCH PARKING LOTS DURING THE MEAT INFERNO EVENT**

Brittany Paddock, Recreation Superintendent, stated this agreement allows the use of the church's parking lots, both paved and gravel areas during the Meat Inferno event. Conditions of the agreement include ensuring the area is clean before Sunday services, restricting trailers to less than 40 feet on the paved lot due to weight limits, and offering a booth space for the church at the event. Additionally, the church was included in the city's insurance coverage as additionally insured.

Councilmember Lewis motioned to approve, seconded by Councilmember Lebakken, item thirteen under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

14. **CONSIDER RESOLUTION NO. 08-13-26B AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR WITHIN THE EDGERTON DOWNTOWN COMMON CONSUMPTION AREA IN THE CITY OF EDGERTON, KANSAS**

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Brittany Paddock, Recreation Superintendent, explained Tipsy Tavern, with its catering license, was designated as the licensed alcohol vendor. Alcohol sales were permitted between 5 and 10 PM during the event, and drinks would be served in branded plastic or paper cups to avoid glass containers, ensuring all sales and consumption were confined to the designated common consumption area.

Councilmember Lewis motioned to approve, seconded by Councilmember Longanecker, item fourteen under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

15. **CONSIDER RESOLUTION NO. 08-13-26C AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS FOR MEAT INFERNO**

Brittany Paddock, Recreation Superintendent, stated the street closures primarily affected East Nelson and East Fourth Streets, as indicated on the event map. Additionally, road barricades were planned in specific areas to support event logistics and ensure safety.

Councilmember Lewis motioned to approve, seconded by Councilmember Longanecker, item fifteen under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

16. **CONSIDER RESOLUTION NO. 08-13-26D FOR TEMPORARY NO PARKING RELATED TO MEAT INFERNO**

Brittany Paddock, Recreation Superintendent, stated the resolution outlines the creation of no-parking areas on narrower streets and near the fire station to ensure emergency vehicles had adequate access. No parking was allowed on both sides of certain streets, as marked in red on the map, and restricted to one side on the streets marked in yellow to facilitate movement. Public safety partners were informed of these plans to ensure they were implemented smoothly.

Councilmember Lebakken motioned to approve, seconded by Councilmember Longanecker, item sixteen under the Business Requiring Action items. The motion carried 4-0 by the following vote:

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

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Ms. Paddock stated so far there are more teams than last year. She predicted there will be between 35-40 teams for Meat Inferno this year. The date change helped with the turnout due to contests in the area. The Kid's Q is full, and there is a waiting list. The adult's backyard competition is burgers this year and is free to enter.

17. **Report by the City Administrator**
    - **Q2 Financial Report**
        - Karen Kindle, Finance Director, gave the report for the second quarter financial report. In the General Fund, revenues were slightly ahead of expectation for this time of year. Expenditures were aligned with projections, and all budgeted transfers were made. The fund balance was within reserve requirements and budget authority. The Water Fund's revenue is performing as expected. All budgeted transfers were completed, and reserves were within the necessary limits. The Sewer Fund's revenue showed consistent performance. Expenditures were in line with forecasts, and budgeted transfers were made. The fund's reserves were within requirements, and it operated within its budget authority. Overall, the city's financial activities were proceeding as planned, with no significant issues affecting the budgetary health of the general, water, and sewer funds.
            - Councilmember Lebakken asked if the recent issue with flushable wipes is causing any financial issues. City Administrator, Beth Linn, clarified the question and stated that flushable wipes are an ongoing issue for crews. Dan Merkh, Public Works Director, said those have not caused a spike for expenditures. Ms. Linn added that flushable wipes are NOT actually flushable.
    - **Q1 & Q2 Parks & Recreation Report**
        - Levi Meyer, Parks & Recreation Director, stated from January to July, over 2,750 attendees participated in three major events, and 71 programs were held, some of which sold out. An $11,000 donation was received from Amazon for STEM initiatives. The department's Facebook page reached over 300 followers and 200,000 views, with popular posts generating significant engagement. In terms of facilities, the Greenspace saw over 25,000 people walk through the front door, which included staff, visitors for rentals, and program participants. There were about 1,200 day passes and over 2,000 membership scans, with 53% of the paid visits from residents. In park maintenance, the department conducted a variety of activities, including painting, landscaping, concrete repairs, and restocking Edgerton Lake with bluegill. A catfish stocking is scheduled later this year. The parks staff executed several projects to enhance the appearance and functionality of recreational spaces, such as refurbishing park furnishings and improving landscape features.
    - **Heather Knoll Speed Concern**

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- City Administrator, Beth Linn, addressed the Heather Knoll speed concern. This was a request for a speed hump installation due to speeding worries. The city conducted a speed study with data collected from July 20th to August 3rd. The study showed the average speed on Heather Knoll was 16 mph, with the 85th percentile speed at 20mph, both well below the statutory speed limit of 30 mph. Only two vehicles exceeded the threshold speed of 35mph during the speed study. Based on the data and reviewing speed hump policies, it was determined that the current traffic conditions did not warrant the installation of speed humps.
- Council recommended continuing monitoring the area and consider adopting a formal traffic calming policy for future requests. The resident who raised concerns will be informed as well.

- **Wastewater Information**
  - Ms. Linn addressed the misinformation and confusion about the city's role in managing biosolids (sewer sludge) and concerns related to environmental regulations, including PFAS. Biosolids produced from the treatment of domestic sewage, are classified into three categories, (Class A, Class B, and Class A-EQ), and are regulated by the EPA. Edgerton is permitted for Class B biosolids. The city contracts with Digital Erth Consulting to manage the removal and disposal of these biosolids. The contractor is responsible for choosing disposal methods, holding federal and state permits, and ensuring compliance with regulations, similar to how residential trash is managed. EPA encourages land application of biosolids for its environmental benefits, which include improving soil quality and serving as a fertilizer alternative. Regarding PFAS, the EPA has released draft guidance for reducing risks associated with these chemicals in biosolids, with a public comment period until September 4th. Edgerton follows EPA and KDHE regulations but does not set these regulations itself.
    - Councilmember Longanecker asked what the difference is between Class B and A.
    - Dan Merkh, Public Works Director, stated that Class A is permitted to be sold, Class B is not. He is not sure on more exacts than that.
    - Ms. Linn stated that's why we hire an expert, and they are responsible for that permit. They have to know all the ins and outs of those regulations.
    - Mayor Roberts appreciates the concerns. A point to consider as a wastewater plant, Edgerton is very small compared to happens in Johnson County. He encouraged the public to make comments during the EPA comment period.
- **Plan for Emerging Industries Community Engagement and Unified Development Code Update**

- City Administrator, Beth Linn, along with Development Services Director, Zach Moore, worked together on a two-phase approach through community engagement and updates to the Unified Development Code. First, the city will prepare a request for proposals to hire a consultant for community engagements focused on emerging industries like data centers, battery energy storage systems, and others. This allows residents to learn about these industries and discuss potential opportunities and challenges. The engagement process will mirror the involvement seen in the Envision Edgerton comprehensive plan update. Second, a separate RFP will be issued for zoning regulation updates, informed by the feedback and information gathered during the community engagement phase. These updates will address approval procedures, design standards, and other regulatory aspects for emerging industries. The RFPs are expected to be published in August, with consultant proposals reviewed in October. Community engagement is anticipated to start in late October and concluded by January, while zoning updates will follow from December to April.
    - The council expressed consensus to proceed with the outlined plan.

18. **Report by the Mayor**

Mayor addressed the recent changes concerning property taxes related to township boundaries. A letter from the county informed property owners about the correct township tax assignments for Edgerton, which spans both the McCamish and Gardner townships. A previous oversight by the county had resulted in undercharging taxes, but the county would cover this past deficit without charging residents retroactively. Citizens are encouraged to call the county with any questions. He stated Edgerton is close to reaching the population threshold to be reclassified as a second-class city. Once that is achieved, this might impact the statutory requirement for township taxes. Reminder for residents to apply for the residential property tax and senior property tax rebate before the deadline of September 30th. To clarify, Edgerton's plan is not limited by income restrictions.

Mayor then reminded the Council of the future meetings.

- August 27: City Council Meeting
- September 8: Planning Commission Meeting
- September 10: City Council Meeting
- September 24: City Council Meeting

19. **Adjourn**

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Councilmember Lewis moved to adjourn, seconded by Councilmember Longanecker. The motion carried 4-0 by the following vote:

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

The meeting was adjourned at 8:10 pm.

Submitted by Dusti Callahan, City Clerk.

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global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

City Council Action Item

Council Meeting Date: August 27, 2026

Department: Public Works

Agenda Item: Consider Professional Services Agreement between City of Edgerton and HDR Engineering, Inc. for City of Edgerton Safety Action Plan (SS4A)

Background/Description of Item:
On March 6, 2026, the City of Edgerton issued a Request for Qualifications seeking engineering teams with expertise in USDOT Safety Action Plans for the development of a Comprehensive Safety Action Plan (CSAP) for the Edgerton Road system, in support of the City's Safe Streets for All (SS4A) federal grant. The Project highlights include:

- Analysis of a minimum of five years of fatal and serious injury crash data
- Development of a High Injury Network and High-Risk Network
- Identification of Safe System countermeasures
- Public and stakeholder engagement program
- Development of a list of prioritized safety projects and strategies

The CSAP will serve as a roadmap to improve the safety of our road system, prioritizing projects to reduce fatal and serious injury crashes and support future SS4A Implementation Grant applications.

Statements of Qualifications were due April 16, 2026 and interviews with the short-listed teams were conducted May 2026. The selection committee recommends HDR Engineering, Inc. as the best, most qualified team for the project. The selection committee recommends the team based on their existing experience providing these services to municipalities both of similar size and larger populations. HDR is partnering with WSP, who will lead the safety data analysis, and Confluence, who will lead public engagement.

Enclosed is the Professional Services Agreement between the City of Edgerton and HDR Engineering, Inc. for the project. The Professional Services Agreement has been executed by HDR Engineering, Inc. and Certificates of Insurance have been provided. The Agreement is pending final approval from out City Attorney and City Insurance Representative.

The total eligible project cost identified in the City's executed SS4A Grant Agreement (No. 693JJ32540840) is $275,000, which includes a $10,000 in-kind staff time match provided by the City. The funding sources for the project include the USDOT Safe Streets for All (SS4A) Federal Grant ($220,000) and the Build Kansas Matching Grant Fund, administered through MARC ($45,000 state match).

The Agreement with HDR is for $265,000, funded entirely by the SS4A federal grant and Build Kansas state match. The only direct City cost is the in-kind staff time match of up to $10,000.

Related Ordinance(s) or Statue(s):

Funding Source:	SS4A Federal Grant	$ 220,000
	Build Kansas State Match	$ 45,000
	In-Kind Staff Time Match	$ 10,000

Budget Allocated: $275,000

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Professional Services Agreement Between City Of Edgerton And HDR Engineering, Inc. For City Of Edgerton Safety Action Plan (SS4A) In An Amount Not To Exceed $265,000, Pending Changes From City Attorney And/Or City Insurance Representative, Then Authorize The Mayor To Execute The Agreement.

Enclosed: Professional Services Agreement w/ Scope of Services and Certificates of Insurance

Prepared by: Rhoderic Montgomery Jr., CIP Project Manager

PROFESSIONAL

SERVICES

AGREEMENT

CONSULTANT-CLIENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ___________ day _________________________________, ____________ (the "Effective Date") by and between HDR Engineering, Inc.______________________., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

City of Edgerton, Kansas Safety Action Plan (SS4A)

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.

1.2 "Agreement" means this contract and includes change orders issued in writing.

1.3 "CLIENT" or "Client" means the City of Edgerton.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel**: The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Jay Aber
Address: 10450 Holmes Road, Suite 600
Kansas City, MO 64131
Phone: 816-412-1386

2.2.2. **Standard of Care**: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.

2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2.**

2.2.5. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.6. **Endorsement**: When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.7. **Force Majeure**: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.8. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

3.1.7. **Project Representative**: The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: ______________________________
Address: ______________________________
____
Phone: ______________________________

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.

4.1.2. **Hourly Rate**: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Reimbursable Expenses**: Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.

4.1.4. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.

4.1.5. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

4.1.6. **Supplemental Agreement**: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

5.1.1. **Notice**: The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination**: If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents**: Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder.Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this_____________day of __________________, 20_.

CONSULTANT:		**CLIENT:**	
HDR Engineering, Inc.		**City of Edgerton, Kansas**	
(Firm Name)			
By:	Cory Imhoff	By:	
Printed Name:	Cory Imhoff	Printed Name:	
Title:	Sr. Vice President	Title:	

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

SCOPE OF SERVICES

City of Edgerton, KS

Comprehensive Safety Action Plan (CSAP)

Date: June 12, 2026

This project will involve the development of a Comprehensive Safety Action Plan (CSAP) consistent with the guidelines set forth by the United States Department of Transportation (USDOT) as part of the Safe Streets and Roads for All (SS4A) grant program. This scope includes the development of a Comprehensive Safety Action Plan and supplemental planning activities consistent with the City's executed SS4A Grant Agreement. Supplemental planning activities include safety analysis, field review of priority locations, development of Safe System countermeasures, priority project definition, implementation planning, funding strategy, and SS4A eligibility documentation. Supplemental planning activities are incorporated in Tasks 4 – 6 of this scope of services. The following elements will constitute the scope of services.

Task 1: Project Management (HDR Lead)

The ENGINEER will perform management and administration tasks necessary to execute this project. These tasks will be outlined in a Project Management Plan and Quality Assurance/Quality Control (QA/QC) Plan developed at the start of the project. These plans will define roles and responsibilities, communication protocols, quality procedures, and project controls.

The ENGINEER will attend one (1) Kick-Off Meeting and attend regular progress meetings throughout the project. The ENGINEER will provide meeting coordination, agendas, and summaries. The ENGINEER will also provide ongoing coordination with the City, KDOT, Johnson County, and project stakeholders.

The ENGINEER will maintain a project schedule aligned with SS4A milestones and will monitor progress against the schedule. Monthly progress reports will document work completed, upcoming activities, and schedule status. The ENGINEER will also support grant tracking, including quarterly reports and the SS4A final report required by FHWA, USDOT, and KDOT. The ENGINEER will support SS4A performance measure reporting and closeout documentation, including documentation of eligible project costs, lessons learned, and recommendations related to future projects or strategies to prevent fatal and serious injury crashes. The ENGINEER will complete the SS4A Self-Certification Eligibility Worksheet, using the current worksheet in effect at the time, after the draft CSAP is completed. The SS4A Self-Certification Eligibility Worksheet will be revised after the final CSAP, as needed.

Task 1 Assumptions

- Kick-off Meeting and ongoing progress meetings for Task 1 will be conducted virtually
- Grant reporting requirements will follow SS4A processes
- The City will coordinate with FHWA to submit any reports supported by the ENGINEER

Task 1 Deliverables

- Monthly invoices and progress reports
- FHWA SS4A quarterly reports and final report content
- SS4A Self-Certification Eligibility Worksheet

Task 2: Stakeholder Coordination (HDR Lead)

The ENGINEER will work with the City to establish a planning structure that includes an Advisory Committee to guide the project. The ENGINEER will facilitate up to three (3) Advisory Committee meetings throughout the project to provide input and review deliverables. The ENGINEER will work with this group, in partnership with the appropriate governing bodies, to develop a safety vision, guiding principles, and a measurable target for reducing fatal and serious injury crashes.

The ENGINEER will conduct up to six (6) key stakeholder meetings, which may include representatives from the school district, emergency responders, freight operators, industrial employers, Logistics Park Kansas City partners, Johnson County Community College/CDL workforce representatives, vulnerable road users, residents, and partner agencies. These discussions will gather input on safety concerns and help validate project direction.

The ENGINEER will also coordinate presentations to the City Council, Planning Commission, or other governing bodies up to three (3) times, as needed, to present project progress and key findings. The ENGINEER will support the City in developing an adoption resolution that sets a measurable target for reducing fatal and serious-injury crashes and adopts the Comprehensive Safety Action Plan as the vehicle to achieve that target.

Summaries of stakeholder and Advisory Committee meetings will be documented and incorporated into the Engagement Summary developed under Task 3.

Task 2 Assumptions

- Advisory Committee meetings will be held in person with a virtual option and attended by up to three (3) ENGINEER staff
- Key stakeholder meetings will be conducted virtually and attended by up to two (2) ENGINEER staff
- Governing Body meetings will be held in person and attended in person by one (1) ENGINEER staff member
- The City will provide meeting space when needed

Task 2 Deliverables

- Stakeholder meeting materials and summaries
- Advisory Committee meeting materials and summaries
- Governing Body meeting materials and summaries

Task 3: Public Engagement (Confluence Lead)

The ENGINEER will develop and implement a Public Engagement Plan to engage residents, businesses, and stakeholders in the planning process. The engagement will follow a three-phase approach: Discover, Validate, and Activate:

- **Phase 1 – Discover:** This phase will focus on gathering insights from the personal experiences of community members related to traffic safety.
- **Phase 2 – Validate:** This phase will include presenting safety risks identified in the crash data and from Phase 1, developing focus areas for traffic safety, and validating the initial recommendations with the public and stakeholders.
- **Phase 3 – Activate:** This final phase will be focused on reconnecting with the community to report on recommendations and build support for the subsequent implementation of the projects.

The ENGINEER will implement engagement activities, including:

- The ENGINEER will create a Brand Book that will include messaging, logo, usage guidelines, brand fonts, color palettes, and icon libraries aligned with the City's existing branding.
- The ENGINEER will conduct Online Engagement, including providing project content for the City's website, social media information, and public surveys.
  The ENGINEER will provide content and graphic assets for the City to post on the City's website. The ENGINEER will provide content for up to six (6) Social Media Posts for the City to distribute with the City's existing social media accounts. The ENGINEER will conduct an online survey that will collect demographic and behavioral information, along with an online webmap survey, to identify where road users feel unsafe when walking, rolling, biking, or driving. Up to three (3) rounds of website content updates will be provided throughout the project. This work will be spread throughout the three project phases. The online survey and webmap will be hosted during the Discover phase.
- The ENGINEER will work with the City to develop a Contact List for the project. This will be conducted primarily in the Discover phase.
- The ENGINEER will host up to four (4) Community Events. These events will consist of pop-up booths in the community or at events. The pop-up booths will consist of an information booth to be held in conjunction with existing events or at the entrances to public facilities. These events will last up to three (3) hours. Up to two (2) ENGINEER staff will attend each event. These events will primarily be spread across all three project phases.
- The ENGINEER will host one (1) Public Open House. The ENGINEER will schedule and advertise this event, provide meeting assets including presentations, information boards, maps, comment cards, and sign-in sheets. Up to fifteen (15) boards will be produced for the meeting. Up to four (4) ENGINEER staff will attend the event. This event will be conducted as part of the Activate phase.
- The ENGINEER will produce physical assets for the City to distribute at community events and for use at the Community Events and Public Open House. These will include two styles of stickers based on the project brand, business cards directing people to the online material, and an 8.5"x11" format flier with project information.

The ENGINEER will summarize public input throughout the project in an Engagement Summary.

Task 3 Assumptions

- The City will provide meeting space for the Public Open House and Community Events, as necessary. No venue or event registration fees will be included in the fee estimate
- The ENGINEER will create content for the City's Communications Manager to share via existing City platforms and social media accounts.
- No postcards will be produced or mailed to advertise the project or project events.
- Public engagement materials and meetings will be developed to support applicable ADA, Title VI, and civil rights accessibility requirements. The City will coordinate requests for reasonable accommodations and provide translation or interpretation services if required.
- Documentation will be developed using Microsoft Word and delivered in Word format and PDF format.

Task 3 Deliverables

- Brand Book
- Public Engagement Plan
- Online engagement content
- Contact List
- Materials for Community Events
- Materials for Public Open House
- Draft Engagement Summary
- Final Engagement Summary

Task 4: Safety Analysis (WSP Lead)

The ENGINEER will collect and analyze crash data, roadway characteristics, and demographic information from the City, KDOT, USDOT, and other sources. The ENGINEER will perform a comprehensive safety analysis to identify crash trends and contributing factors for all crashes occurring within an area that extends to a two-mile buffer around the City limits (excluding any streets in neighboring cities), regardless of roadway jurisdiction, over the most recent available five-year period. Data from vendors Replica and RITIS will be used to supplement the crash data.

The ENGINEER will conduct:

- **Summary Statistics Analysis –** Identifying highly impacted users, contributing circumstances, crash types, and demographics disaggregated by user type

- **Systemic Safety Analysis –** Compare roadway features and area context to crash frequency using comparative analysis

- **High-Risk Network Mapping –** Using the results from the Systemic Safety Analysis to categorize roadways as lower risk, moderate risk, or higher risk

- **High-Injury Network Mapping –** Identify roadway corridors with high historical crash concentrations

The ENGINEER will develop a High Injury Network (HIN) and a High-Risk Network (HRN), then combine them into a Priority Street Network (PSN) to identify high-priority corridors and locations for improvements.

The ENGINEER will summarize findings in a Safety Analysis Report and provide mapping and data visualization.

Task 4 Assumptions

- The City and KDOT will provide available data
- Analysis will be conducted using existing GIS platforms
- No new third-party data will be purchased specifically for this project.
- The ENGINEER may use available licensed datasets, including Replica and RITIS. Subject to existing license availability and restrictions; public deliverables will summarize findings without transferring restricted raw data.
- Documentation will be developed using Microsoft Word and delivered in Word format and PDF format.

Task 4 Deliverables

- Draft Safety Analysis Report
- Final Safety Analysis Report

Task 5: Safe System Projects and Strategies (WSP Lead)

The ENGINEER will review past plans, policies, codes, and procedures related to transportation safety in the City and identify opportunities for improvement. The ENGINEER will develop recommendations based on the Safe System Approach. The ENGINEER will develop:

- **Major Projects**: The ENGINEER will identify capital improvement safety projects to address the historical safety issues. These safety projects will address the highest-ranking segments, corridors, and intersections.

- **Systemic Improvements**: The ENGINEER will develop a selection of low-cost strategies that can be implemented throughout the community at strategic locations to address systemic risks

- **Policy Strategies**: The ENGINEER will review the City plans and policies that could be updated in addition to plans and policies from USD 231, Johnson County, KDOT, the Johnson County Sheriff, the Kansas Highway Patrol, and Johnson County Consolidated Fire District #1 that impact City safety efforts.

The ENGINEER will develop prioritization criteria and a scoring methodology to prioritize the projects and strategies. The projects and policy strategies will then be prioritized into short, medium, and long-term implementation categories.

The ENGINEER will also make recommendations for how to incorporate safety into future growth areas where crash history may not exist today, but future development could generate additional vehicle, pedestrian, and bicycle activity that could result in future crashes. This will include a discussion of what types of roads may be most at risk to see an increase in crash frequency, and what kinds of capital and systemic improvements could be utilized to prevent this increase.

This information will be prepared in the Safe System Projects and Strategies Summary.

Task 5 Assumptions

- The City will provide relevant policies to the ENGINEER for review.
- Project lists will be developed in Microsoft Excel and ArcGIS and will be delivered in Excel, GIS, and PDF format.
- Documentation will be developed using Microsoft Word and delivered in Word format and PDF format.

Task 5 Deliverables

- Draft Safe System Projects and Strategies Summary
- Final Safe System Projects and Strategies Summary

Task 6: Implementation Plan (HDR Lead)

The ENGINEER will develop a funding and implementation strategy to guide the delivery of recommended improvements, describing how the city can implement the recommendations from the Safe System Projects and Strategies Summary. This will include an action plan, a five-year implementation roadmap for future Capital Improvement Program (CIP) planning, and an identification of up to four (4) high-priority projects for future funding applications. The action plan will include specific action items with descriptions, responsible parties, implementation timeframes, and performance metrics.

The ENGINEER will work with the City to identify approximate funding capacity for CIP planning and maintenance activities. Using this as a baseline, the ENGINEER will recommend modifications to the existing City CIP based on the projects identified and prioritized in the Safe System Projects and Strategies Summary. This will include preparing a planning-level cost estimate and readiness assessment for each project. Project bundling opportunities will also be identified. The ENGINEER will also identify ways to incorporate safety into the City's annual maintenance program, using systemic countermeasures identified and prioritized in the Safe System Projects and Strategies Summary.

The ENGINEER will identify applicable funding sources, including SS4A, and other State and federal funding programs. The ENGINEER will identify up to four (4) priority projects applicable for various funding sources and document the funding source, project applicability, local match requirements, typical application submittal dates for that funding source, and typical application requirements for that funding source for each project. A field review of each priority project will be conducted to inform the recommended improvements.

This information will be prepared in the Implementation Plan Summary.

Task 6 Assumptions

- Cost estimates will be planning-level opinions of probable cost. Cost estimates provided by the ENGINEER are based on the ENGINEER'S professional experience and judgment and shall be deemed to represent the company's opinion. The ENGINEER has no control over the cost of labor, material, equipment, and other relevant factors that could influence the ultimate construction costs. The ENGINEER does not guarantee that proposals, bids, or the actual facility cost will be the same as the estimate of probable construction cost or that construction costs will not vary from its opinions of probable construction cost.
- The City will provide information related to planned capital improvements and City budgeting.
- Funding recommendations will be at the planning level.
- The City will pursue grant applications independently.
- The ENGINEER will not expend project funds developing any portion of a federal funding grant application.
- The ENGINEER does not guarantee that any funding will be obtained through identified grant programs.
- Documentation will be developed using Microsoft Word and delivered in Word format and PDF format.

Task 6 Deliverables

- Draft Implementation Plan Summary
- Final Implementation Plan Summary

Task 7: Comprehensive Safety Action Plan (HDR Lead)

The ENGINEER will prepare a draft and final Comprehensive Safety Action Plan (CSAP) that incorporates the results of previous tasks and satisfies the USDOT SS4A Action Plan criteria. The plan will be focused on the Safe System Approach, and will cover all five of the Safe System elements:

- Safer roads
- Safer speeds
- Safer people
- Safer vehicles
- Post-crash care

The plan will also include a performance monitoring framework to track progress toward safety goals, including recommended metrics, reporting frequency, and potential dashboard approaches. The document will be visually engaging and formatted for public distribution. The document will be remediated for Section 508 Compliance for ADA accessible web viewing. The final CSAP will incorporate or be accompanied by the supplemental planning deliverables developed under Tasks 4 through 6, including the Safety Analysis Report, Safe System Projects and Strategies Summary, and Implementation Plan Summary.

Task 7 Assumptions

- The City will provide consolidated review comments.
- One draft and one final version will be prepared.
- No comments will be accepted after 508 Compliance remediation has been performed
- Document will be created using Adobe InDesign software and delivered as a PDF for print and online viewing.
- The City will post the final CSAP publicly online.

Task 7 Deliverables

- Draft Comprehensive Safety Action Plan
- Final Comprehensive Safety Action Plan

Anticipated Schedule of Services

This schedule assumes a Notice to Proceed on or before July 1, 2026. The schedule is subject to change based on circumstances deemed outside of HDR's control, such as delayed delivery of requested data, extended comment review periods, and force majeure events. If the schedule is delayed, HDR reserves the right to renegotiate the contract fee amount to account for labor cost escalation.

- Notice to Proceed — Begin – July 1, 2026
- Task 1: Project Management — Completion – September 30, 2027
- Task 2: Stakeholder Coordination — Completion – July 31, 2027
- Task 3: Public Engagement — Completion – June 30, 2027
- Task 4: Safety Analysis — Completion – November 30, 2026
- Task 5: Safe System Projects and Strategies — Completion – March 31, 2027
- Task 6: Implementation Plan — Completion – May 31, 2027
- Task 7: Comprehensive Safety Action Plan — Completion – July 15, 2027
- Publicly Available Final CSAP — August 1, 2027
- SS4A Final Report Closeout — October 1, 2027

Total Consultant Compensation

The total compensation for the services described in this Scope of Services shall be a not-to-exceed amount of $265,000, inclusive of labor, overhead, fixed fee, subconsultants, direct expenses, and other costs necessary to complete the Comprehensive Safety Action Plan and supplemental planning activities described herein. This fee is intended to utilize the full project budget identified in the City's executed SS4A Grant Agreement.

EXHIBIT 2

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY
$1,000,000 Per Occurrence
$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, it's officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$100,000 Each Accident
$500,000 Policy Limit - Disease
$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS
$1,000,000 Per Claim
$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, it's officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured
losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2027

DATE (MM/DD/YYYY): 7/28/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1552476 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23801689 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412600	6/1/2026	6/1/2027	PER CLAIM: $1,000,000 AGGREGATE: $2,000,000	

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

RE: CITY OF EDGERTON, KS SAFETY ACTION PLAN.

CERTIFICATE HOLDER	CANCELLATION See Attachment
23801689 CITY OF EDGERTON, KS ATTN: RHODERIC MONTGOMERY JR., CIP PROJECT MANAGER 404 EAST NELSON STREET EDGERTON KS 66021	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Joseph M Agnello

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Attachment Code: D608624 Master ID: 1552476, Certificate ID: 23801689

This endorsement, effective: 06/01/2026 - 06/01/2027
Forms a part of policy no.: P001412600

Issued to: HDR ENGINEERING, INC.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except with respect to cancellation for non-payment of premium (10 day notice cancellation), the **Insurers** shall give 30 days' notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and

2. Prior to the **Insurers** sending its notice of cancellation to the **First Named Insured, the First Named Insured** shall provide the **Insurers**, in writing, either directly or through the **First Named Insured** broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the **Insurers** may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the **First Named Insured**. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility of the **First Named Insured.**

The following definitions apply to this endorsement:

1. **First Named Insured** means the **Named Insured** shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL REMAIN UNCHANGED.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2026

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES — **CERTIFICATE NUMBER:** W47463191 — **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; [X] Contractual Liability; GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC; OTHER:	Y	Y	TB2-641-444950-036	06/01/2026	06/01/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; [X] ANY AUTO; [ ] OWNED AUTOS ONLY; [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY; [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-046	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR; [X] EXCESS LIAB [ ] CLAIMS-MADE; DED [X] RETENTION $ 0	Y	Y	EUO(27)57919363	06/01/2026	06/01/2027	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-016	06/01/2026	06/01/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Edgerton, KS
Attention: Rhoderic Montgomery Jr., CIP Project Manager
404 East Nelson Street
Edgerton, KS 66021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 30374592 BATCH: 4545734

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: City of Edgerton, KS Safety Action Plan

Additional Insured, Primary & Non-Contributory and Waiver of Subrogation Entities: City, it’s officers, officials, employees, and agents

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SR ID: 30374592 BATCH: 4545734 CERT: W47463191

Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): **All locations owned by or rented to the Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-046
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-016 Effective Date 06/01/2026 Premium $

Issued to:HDR Engineering, Inc.

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Policy Number TB2-641-444950-036
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-046
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-016 Effective Date 06/01/2026 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement** **No.**

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EXHIBIT 3

COST AND SCHEDULE

Comprehensive Safety Action Plan - Edgerton, KS

Hour and Fee Estimate - HDR Engineering, Inc.

8/12/2026

FAR Overhead Rate: 1.651

			Hours													
			Proj Princ	Proj Mgr	Deputy PM	Planner	Traffic Eng	GIS	QC	Jr. Planner	Engineer	Sr. Planner	Graphic Design	Admin	Clerical	Total Hrs
		Wage Rate	130.00	110.00	68.00	43.00	40.00	56.00	75.00	41.00	49.00	74.00	56.00	33.00	36.00	
		Billing Rate	344.66	291.63	180.28	114.00	106.05	148.47	198.84	108.70	129.91	196.19	148.47	87.49	95.44	
Phase 1																
1	Project Management	PMP and QA/QC	2	4												6
		Ongoing Management (12 mos)	2	6										6	6	20
		Kickoff and Progress Meetings (12)	2	12	12	12										38
		Grant Administration		2		12										14
		Subtotal	**6**	**24**	**12**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**6**	**78**
2	Key Stakeholder Engagement	Advisory Committee (3)		12	12	12				12			6			54
		Key Stakeholder Meetings (6)		9		9				12			3			33
		Plan Commission and Council Meetings (3)		6						6			3			15
		Draft Engagement Summary Stakeholder Portion		2		8				8						18
		Final Engagement Summary Stakeholder Portion		1		4				4						9
		Subtotal	**0**	**30**	**12**	**33**	**0**	**0**	**0**	**42**	**0**	**0**	**12**	**0**	**0**	**129**
3	Public Engagement	Public Involvement Plan + Summary		1		1				1						3
		Brand Book		1		1				1						3
		Project Website Content		1		1				1						3
		Social Media Posts		1		1				1						3
		Online Survey & Comment Map		1		1				1						3
		Contact List	1	1		1				1						4
		Community Events (4)		4		8				8			8			28
		Public Open House (1)	2	6	6	8				8						30
		Public Engagement Report QC		2		4				4						10
		Subtotal	**3**	**18**	**6**	**26**	**0**	**0**	**0**	**26**	**0**	**0**	**8**	**0**	**0**	**87**
4	Safety Data Analysis	Data Analysis		4		2	4			2						12
		Data Analysis Summary QC		4		2	4			2						12
		Subtotal	**0**	**8**	**0**	**4**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**24**
5	Safe System Strategy	Major Projects List		1	1	2				2						6
		Systemic Projects List		1	1	2				2						6
		Policy Strategies List		1	1	2				2						6
		Safe System Summary QC		2	1	4				4						11
		Subtotal	**0**	**5**	**4**	**10**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**29**
6	Implementation Plan	Action Plan		4		8				16		4				32
		Project Cost Estimates		4		2					16					22
		CIP Planning		4	4	8		4		8						28
		Maintenance Budget Planning		4	4	8				8						24
		Five High Priority Projects Identification & Field Review		8	8	16										32
		Grant Strategy		1	4	12										17
		Draft Implementation Plan Summary		2	2	6			4	24	8		8			54
		Final Implementation Plan Summary		2	2	8			4	8	2		8			34
		Subtotal	**0**	**29**	**24**	**68**	**0**	**4**	**8**	**64**	**26**	**4**	**16**	**0**	**0**	**243**
7	Comprehensive Safety Action Plan	Draft CSAP	1	8	4	28		4	4	40		8	32			133
		Final CSAP with Section 508 Remediation	1	4	2	6		4	4	8		16	12			60
		Subtotal	**2**	**12**	**6**	**34**	**0**	**8**	**8**	**48**	**0**	**24**	**44**	**0**	**0**	**193**
GRAND TOTAL			**11**	**126**	**64**	**199**	**8**	**12**	**16**	**194**	**26**	**28**	**80**	**6**	**6**	**783**

Labor Costs

	Hours	Hourly Rate	Dollars
Proj Princ	11	$ 130.00	$ 1,430.00
Proj Mgr	126	$ 110.00	$ 13,860.00
Deputy PM	64	$ 68.00	$ 4,352.00
Planner	199	$ 43.00	$ 8,557.00
Traffic Eng	8	$ 40.00	$ 320.00
GIS	12	$ 56.00	$ 672.00
QC	16	$ 75.00	$ 1,200.00
Jr. Planner	194	$ 41.00	$ 7,954.00
Sr. Planner	28	$ 74.00	$ 2,072.00
Pub Inv Lead	4	$ 52.00	$ 208.00
Pub Inv Specialist	3	$ 41.00	$ 123.00
Graphic Design	80	$ 56.00	$ 4,480.00
Admin	6	$ 33.00	$ 198.00
Clerical	6	$ 36.00	$ 216.00
Total	**783**	**$**	**46,916.00**

Subconsultants/Vendors

Confluence	$ 50,000.00
WSP	$ 75,000.00
Total Subconsultants	**$ 125,000.00**

Estimated Direct Costs

Printing	$ 250.00
Travel	$ 440.26
Total Direct Costs	**$ 690.26**

Estimated Costs plus Fixed Fee

Labor Total	$ 46,916.00
Overhead Rate	1.651200
Labor and Overhead	$ 124,383.70
Fixed Fee Multiplier	12%
Fixed Fee	$ 14,926.04
Dir Design Expenses (Dir Costs)	$ 690.26
Total	**$ 140,000.00**

Fee Estimate

Labor Fee Plus Expenses	$ 140,000.00
Subconsultants/Vendors	$ 125,000.00
Total	**$ 265,000.00**

EXHIBIT 4

SPECIAL PROVISIONS

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

City Council Action Item

Council Meeting Date: August 27, 2026

Department: Public Works

Agenda Item: Consider Agreement with Johnson County for City Participation in the Stormwater Management Advisory Council (SMAC), Watershed 4 Organization

Background/Description of Item:
In early 2020, Johnson County invited the City of Edgerton to participate in the Stormwater Management Advisory Council (SMAC). The program was revised to be based on a watershed model, focusing more on the impact to a watershed versus a City Boundary. At that time, the City elected not to participate in the program. Each watershed within Johnson County has an organization created to prioritize and review requests for projects.

Since that time, several of the initial hurdles to participation have been resolved, including an assessment of the City's existing stormwater infrastructure which the City has completed with the Stormwater Master Plan. The Stormwater Master Plan also identified SMAC as an additional category of County grant dollars available to participating communities. With these hurdles removed and additional funding opportunities identified, staff recommends the City reconsider its participation in the program.

Staff requests City Council approval of an Agreement between the City of Edgerton and Johnson County for the City to join SMAC and the Watershed 4 organization. This participation will allow the City to apply for the various categories of County stormwater funding and will provide the City with assistance in meeting some of its state-mandated stormwater management requirements. Enclosed is the draft Agreement between the City of Edgerton and Johnson County for this participation. The Agreement is approved by the City Attorney.

There are no costs associated with participation in the Watershed 4 organization. Each project that is submitted for funding will be discussed within our typical CIP process.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Agreement between City of Edgerton and Johnson County for the City to Join the Stormwater Management Advisory Council (SMAC), Watershed 4 Organization and authorize the Mayor to execute the Agreement.

Enclosed: Draft Agreement with Johnson County SMAC (Watershed 4 Participation)

Prepared by: Dan Merkh, Public Works Director

Agreement for the Establishment of Watershed Organization 4 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Edgerton, Gardner, Spring Hill, and unincorporated Johnson County (collectively "Watershed Organization Member" or "Members"); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the "Watershed Organization").

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 4 (the "Organization") which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).

3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.

4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.

5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.

6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).

7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.

8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.

9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.

10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.

11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 4)

City of Edgerton, Kansas

____

Donald Roberts, Mayor

____

Attest: City Clerk

____

Date

Signature Page (2 of 4)

City of Gardner, Kansas

Steve Shute, Mayor

Attest: City Clerk

12/16/19
Date

Signature Page (2 of 4)

City of Spring Hill, Kansas

Steven M. Ellis, Mayor

Attest: City Clerk

1/9/2020
Date

CITY OF SPRING HILL
CORPORATE
SEAL
KANSAS

Signature Page (4 of 4)

Board of County Commissioners of Johnson County, Kansas

Ed Eilert

Ed Eilert, Chairman

Lynda Sader

Attest: Deputy County Clerk

1-9-2020

Date

SEAL OF THE BOARD OF COMMISSIONERS ★ INC. 1855 ★ COUNTY OF JOHNSON STATE OF KANSAS

Approved 7-0

FILED
JAN 09 2020
DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

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Edgerton, KS 66021
P: 913.893.6231
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City Council Action Item

Council Meeting Date: August 27, 2026

Department: Administration

Agenda Item: Consider Creation Of A New Capital Improvement Project – City Hall Sound System – And Authorize A Project Budget Of $37,000

Background/Description of Item:
The City of Edgerton Council Chambers is located in City Hall (Community Hall). Up until the opening of The Greenspace in early 2025, the space used for City Council meetings and Planning Commission was also used often for other city meetings and available to the public to rent for events like birthdays, weddings, and holiday gatherings. Now City Hall/Community Hall generally only hosts official city meetings or functions, such as City Council and Planning Commission meetings, Municipal Court, internal staff meetings and other public meetings as necessary.

Mayor Roberts requested Staff bring forward for City Council to consider a new capital improvement project that would add a sound system to City Hall. The project would include the purchase and installation of a fixed audio system from a professional audio-visual firm as well as electrical, acoustical and structural upgrades to the building in support of the audio system. These would include items like adding a dedicated outlet for the sound system, replacing ceiling tiles, adding acoustical panels to the walls as necessary, and IT network changes.

Staff recommends a project budget of $37,000 and funding the cost of the project from the unencumbered fund balance in the General Fund. There are sufficient unencumbered funds available for this project.

If this project is authorized and funded, staff will request approval for the sound system in the following agenda item tonight.

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

Funding Source: New Project

Budget Allocated: None

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve A New Capital Improvement Project – City Hall Sound System – And Authorize A Project Budget Of $37,000

<u>Enclosed:</u> N/A

<u>Prepared by</u>: Kara Banks, Assistant to the City Administrator

EDGERTON
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City Council Action Item

Council Meeting Date: August 27, 2026

Department: Administration

Agenda Item: Consider a Retail Sales Agreement with Forté for Purchase of A Sound System For City Hall In The Amount Of $32,712.80

Background/Description of Item:
The City of Edgerton Council Chambers does not currently have a sound system to amplify speaking voices during public meetings. Recently, members of the public have requested microphones and speakers to enhance sound.

City Staff contacted three companies for quotes to add a sound system to the Council Chambers. Quotes ranged from $32,712.80 to $36,993.02. Staff recommends the lowest quote from FORTE in the amount of $32,712.80. This system would include 9 individual wireless microphones for everyone at the dais and a microphone on the podium. The quote includes ceiling speakers, as well as a control system for the audio signals and an additional equipment rack in the IT storage closet. The vendor will provide training to City staff.

Company	Total Quote
FORTE	$32,712.80
AV Solutions	$36,558.28
KCAV	$36,993.02

The quote does not include any acoustical treatment necessary in the room, nor any electrical system work or software licensing.

City Attorney has approved the Agreement.

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

Funding Source: General Fund

Budget Allocated: $37,000

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve a Retail Sales Agreement with Forté for Purchase of A Sound System For City Hall In The Amount Of $32,712.80

Enclosed: Vendor Quotes

Prepared by: Kara Banks, Assistant to the City Administrator

Retail Sales Agreement

FORTÉ

Reference Number: 1472928
Date: August 06, 2026

Edgerton, City of - Council Audio (wireless) and Future Path

Prepared By: Scott Dawald
Phone:
Email: scott.dawald@ourforte.com

FORTÉ
8019 Bond St, Lenexa, KS 66214
Phone: (913)495-9494
Fax: (913)495-9479

COMPANY	PROJECT SITE	INVOICE TO
Edgerton, City of 404 EAST NELSON Edgerton, KS 66021	Edgerton, City of 404 EAST NELSON Edgerton, KS 66021	Edgerton, City of 404 EAST NELSON Edgerton, KS 66021
Contact: Kara Banks Phone: (913)893-6231 Email: kbanks@edgertonks.org Account Number: ECO0010	Contact: Phone: (913)893-6231 Email: Account Number: ECO0010	Contact: Phone: Email: Account Number: ECO0010

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$18,254.04
Integration	$13,512.76
PRO Support	$0.00
Shipping & Handling	$946.00
Tax	$0
Grand Total	$32,712.80

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ’s prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ’s prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at https://www.ourforte.com/terms-and-conditions) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

INTEGRATION SERVICES

A. SUMMARY: Customer intends to upgrade the council room technology to improve the end-user experience.

Council Audio with Processing for Future Streaming

B. FUNCTIONAL DESCRIPTION:

- Scenarios and Use-cases:
        - Local Presentation
            - In room sound reinforcement of microphone audio
                - Dual Zone Wireless Microphone Voice Lift
    - In general, system and control UI should be simple and easy for non-technical users with minimal training.
        - Yes
            - Volume Control
            - Microphone Levels
- Basis of Design:
    - A cost-effective approach while maintaining company and technology standards.
- System Description: Audio System

    - Audio:
        - (12) White Ceiling mounted speakers
        - (3) 4-Channel Wireless Microphone Receivers with Remote Antenna Kit
            - (9) Wireless Desktop Transmitters with 13” Gooseneck for the Dias
            - (1) Wireless Desktop Transmitters with 16” Gooseneck for the Podium
            - (1) 16-Bay USB Charging station (Rack Mounted)
                - Zone 1 of Microphones will consist of the Dias and front of room tables with 9 Microphones. Speaking participants in this zone will be heard from the overhead speakers in the audience area.
                - Zone 2 of Microphones will consist of the audience podium with 1 Microphone. Speaking participants in this zone will be heard from the overhead speakers in the Dias area.
                    - NOTE: Microphones will be labeled for their correct zone and shall be deployed by the client for each use to their correct area.
        - (1) Audio Amplifier
        - (1) Audio Digital Signal Processor / Control System
        - Note: FORTÉ recommends acoustical treatment in every conference space. If treatment is not provided audio quality of the space may be compromised by the following: hard reflective surfaces (open ceilings, glass walls, hard flooring), HVAC, ambient noise.

    - Controls:
        - (1) 5” Black Touch panel
            - This unit will be mounted at the wall by the council tables
            - Volume controls
            - Microphone muting
    - Equipment Location:
        - Speakers and Microphones will reside in the Ceiling
        - Additional Audio equipment will reside in a FORTÉ provided rack to reside in a storage closet in the room.

NOTE: All Equipment in the Bill of Materials with a Zero Quantity are future product to purchase on a separate project. This quote encompasses only the audio solution and additional components to add Video and Streaming at a later Date.

Client Responsibilities

- In Order to Comply with Section D Site Preparation, the following will be required prior to FORTÉ arrival onsite for integration services.
- The proposed system requires electrical power and data. The customer is responsible for providing the following and providing visual verification to FORTÉ Project Management:
  - POWER
    - Dedicated Circuits: 120VAC20A, 1P Duplex receptacle (5-20R)
      - At the rack locations
        - One new Receptacle for actual load
  - NETWORK
    - Network drop (max cable length 100 meters) to be terminated at an Owner Provided Patch Panel in the nearest adjacent IT-IDF/MDF
    - Locations and Quantities to be defined via AV Drawing Submittals
      - Cat6 UTP
        - 1 uplink network ports at the Equipment Rack
          - Intended for internet access.
    - IP addresses for the following equipment as they will reside on the client network
      - AV VLAN
        - LAN B of Digital Signal Processor
    - FORTÉ will coordinate with IT Admin for IP Scheme and Client Standards
  - INFRASTRUCTURE
    - Client to provide accurate and scaled drawings of the following infrastructure for all rooms in scope at time of external kick off. (acceptable formats are .pdf, .dwg.)
      - Floor Plan
      - Reflected Ceiling Plan
    - IT/IDF Closets and Credenzas are to be operated with active thermal management necessary for cooling and ventilation of Enterprise level equipment.
    - FORTÉ has assumed a floor box with an available conduit pathway (provided by others) and associated capacity from the rack to above the finished ceiling with a distance not to exceed 250 feet
  - Software Licensing (Microsoft Teams, Zoom, Cisco, etc.) –
    - The customer is responsible for provisioning this device on their network
    - Any required Microsoft/software licenses are to be made readily available to project management prior to FORTÉ Integration efforts.
  - Should any permits be required for this scope of work it is the responsibility of the client to arrange and provide at no cost to FORTÉ prior to FORTÉ arrival on site for integration services.
  - Be responsible for troubleshooting any internal connectivity, as it pertains to the Customer's network, which prevents completion of the Project

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment * FORTÉ not responsible for building related vibrations
- Union Labor, any requirements for Local Union Labor will be treated as a change order to the client for the necessary additional cost
- Installation of ceiling mounted projection screen power
- Unless specifically called out in Section B, all Owner Furnished Equipment that is not repurposed will be removed by others from all rooms in scope prior to FORTÉ arrival on site for integration services.
- Unless specifically called out in Section B "Asset Tagging" is not provided
- All millwork/carpentry (moldings, trim, cut outs, etc.)
  - Video Wall will be mounted on an owner furnished furniture grade smooth load bearing wall
- Patching and Painting of all finished surfaces
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

- Conference feature parity (interoperability) between the native application and direct guest join functionality for 3rd party conferencing platforms

D. CONDITIONS SPECIFIC TO THIS PROJECT:

The following are equipment and process conditions that specifically apply to this project.

- This proposal is based on the following conditions. Should any of the following perimeters not meet expectations a change order will be presented for the additional labor, materials, engineering and or programming necessary to correct the issue.
  - If Customer furnished equipment and existing cabling is to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. All equipment will be provided to FORTÉ in coordination with Project Management at time of external kick to validate equipment. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
  - If Customer supplied source code is to be used, FORTÉ assumes that the provided files are the current version operating the system, and that they are error free. Any repair, troubleshooting or onsite configuration of these systems or code that may be necessary to implement a successful integration and meet FORTÉ standards including materials and labor costs will be the responsibility of the Client.
  - All owner provided network configurations including IP addresses are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.

- Contiguous access on site
  - Monday – Friday, 8A-5P
  - No timeline or milestones are expressed or implied in this scope of work.
- Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
  - Any delays will result in removal of onsite personnel from the job site and a change order for the impacted loss of time to the project.
  - Upon verification with the client and FORTÉ Project Management that the site preparation issues have been resolved on site efforts will be rescheduled and resume with no further delays.
- Equipment listed within this quote, may be subject to procurement delays, which may impact installation dates and/or may result in change orders and revisions to the scope of work.
- This scope of work and the pricing in the proposal are based upon formal written approval submitted within 15 days of submission of document. Any revisions to the proposal will require additional review and approval from both parties.
- All equipment shipped directly to the site will have the following completed prior to FORTÉ personnel on-site for installation:
  a. Written delivery confirmation
  b. Equipment visually inspected to verify condition (with photo evidence)
  c. Customer acknowledges ownership of all equipment that has been delivered and signed for
  d. Equipment shall be consolidated and stored in a single secure location.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per FORTÉ specification.
- Site preparation will be verified by FORTÉ project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by FORTÉ project manager.
- In the event of any arrival to the site that FORTÉ is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse FORTÉ for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).

- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, FORTÉ' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

FORTÉ will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES

FORTÉ will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of FORTÉ personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

System Support is FORTÉ's fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTÉ focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

FORTÉ will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	**Definition**	**Included**
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	Advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Yearly/Biannually/Quarterly

Additional Entitlement Coverage		
Entitlement	**Definition**	**Included**
Service Delivery Management	FORTÉ will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

FORTÉ has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

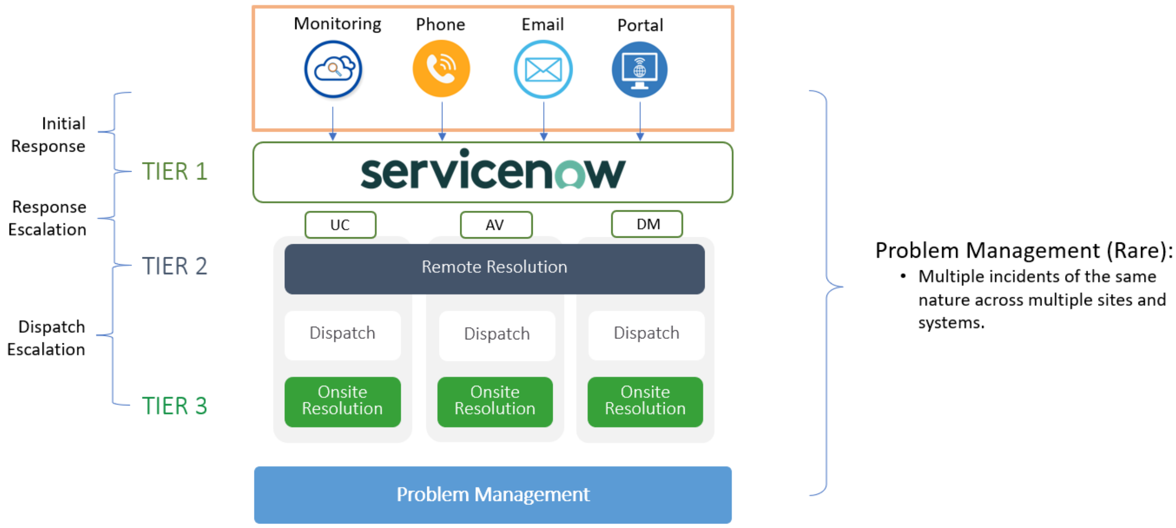
Target Percentage for Standard Level Agreements (SLA)					
Priority	**Details**	**Incident Management Response**	**Remote Support Response**	**Onsite Dispatch (if included)**	**Target (%)**

Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTÉ and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. **NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).**	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	90
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTÉ will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	90
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	90

SYSTEM SUPPORT WORKFLOW

FORTÉ follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
    a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
    a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)

FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTÉ will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

FORTÉ has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL Problem. A problem in this context is the unknown underlying cause of one or more incidents, and a known error is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

FORTÉ Service team can be reached by:

- National Support Phone: 800-488-4954
- email: support@ourforte.com
- Portal: Contact your local FORTÉ representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTÉ Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTÉ Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTÉ reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

PRODUCT SUPPORT AGREEMENT TERMS

Term – The term of the agreement is five (5) years from the date of invoice.

Coverage Dates – Unless otherwise noted, the service coverage date will be effective as of the FORTÉ's Support Agreement invoicing date.

Product Registration and Renewability – This agreement is non-renewable, and FORTÉ requires the owner to submit serial numbers of products covered to FORTÉ within 30 days of delivery. FORTÉ will make its commercially reasonable efforts to collect such information in the event of product drop shipping.

Service Obligations – FORTÉ's obligations under this Agreement are limited to providing phone support for problem diagnostics, in-shop maintenance adjustments, break-fix repairs, and part replacements required for the equipment listed above in the Products and Services Detail section, hereto (the "Covered Equipment"). Such service shall be provided during normal FORTÉ business hours, and (a) shall include only maintenance for current manufactured parts and labor required to repair the Covered Equipment which has become defective through normal wear and usage, and (b) shall provide all materials and parts, and (c) is intended to keep the Covered Equipment in good working order during the term of this Agreement, (d) normal turnaround time for Covered Equipment service shall be 10 business days, and (e) does not assure against interruptions in the operation of the Covered Equipment.

Service Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Covered Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Covered Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Covered Equipment service, maintenance, or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Covered Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

General – FORTÉ reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein.

Product Support Agreement Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Mfg	Description	Qty	Price	Extended
	Room Audio			
SAMSUNG	65IN COMMERCIAL 4K UHD DISPLAY MNTR 350 NIT TAA	0	$1,067.02	$0.00
CHIEF	Micro-Adjust Tilt Wall Mount, Medium	0	$178.11	$0.00
QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	0	$1,872.00	$0.00
QSC	12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	0	$3,712.50	$0.00
QSC	12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	0	$3,712.50	$0.00
VADDIO	OFF-SET DROP DN MT FOR HD SERIES CAMERAS	0	$400.00	$0.00
EPIPHAN	Pearl Mini PSU	0	$72.50	$0.00
EPIPHAN	Pearl Mini NA/JP	0	$3,750.00	$0.00
TASCAM	128GB HIGH PERFORMANCE SD CARD	0	$179.38	$0.00
QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	0	$1,872.00	$0.00
QSC	12v 10a Aux Power Supply for NV-21-HU to enable USB-C device charging	0	$240.00	$0.00
AUDIO-TECHNICA	System 20 Pro 2CH Desk Stnd Wl|ATW-R1440 rack-mount receiver chassis,ATW-RU14 receiver unit, 2.4 GHz antenna x4, AC adapter, rackmount/joining plate adaptors, ATW-T1407 boundary transmitter x2	3	$1,125.34	$3,376.02
AUDIO-TECHNICA	System 20 PRO Desk Stand TX|System 20 PRO desk stand transmitter onlywith internal lithium-ion battery	6	$298.46	$1,790.76
AUDIO-TECHNICA	Cardioid Condenser Microphone|Cardioid condenser quick-mount gooseneck microphone, 13.1" long	9	$101.59	$914.31
AUDIO-TECHNICA	Cardioid Condenser Microphone|Cardioid condenser quick-mount gooseneck microphone, 16.5" long	1	$101.59	$101.59
TRIPPLITE	USB CHARGING STATION 16-PORT	1	$624.63	$624.63
CRESTRON	Saros 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	12	$175.00	$2,100.00
CRESTRON	X-Series Amplifier, 500 W	1	$1,037.50	$1,037.50
QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Ha	1	$3,135.00	$3,135.00
QSC	Software-based Dante (32x32),Core 110f-510i-5200+Future,Perpetual	1	$768.00	$768.00
QSC	Q-SYS 5 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	$1,241.25	$1,241.25
MIDDLE ATLANTI	2'DATA WALL CAB PLEXI 22D	1	$859.16	$859.16
MIDDLE ATLANTI	FAN KIT FOR CWR SERIES	1	$188.81	$188.81
MIDDLE ATLANTI	15A,9 OUT,IP CTRL POWER	1	$472.04	$472.04
MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	4	$49.29	$197.16
NETGEAR	M4250-10G2XF-POE++ MNGD SWCH	1	$1,447.81	$1,447.81
	Sub-Total: Room Audio			**$18,254.04**
	INTEGRATION			
	Engineering and Drawings			$3,536.00
	Project Management			$1,511.91
	Programming			$1,997.50
	On Site Integration			$3,971.52
	Testing and Acceptance			$850.00
	Integration Cables & Connectors			$1,645.83
	Sub-Total: INTEGRATION			**$13,512.76**

Total:	**$31,766.80**

GENERAL TERMS AND CONDITIONS OF SALE

1. The following General Terms & Conditions of Sale (the “T&Cs”) in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc, d/b/a FORTÉ agrees to supply goods or services constitute a binding contract (the “Agreement”) between FORTÉ and the entity identified on page one of the Retail Sales Agreement or Quote (the “Customer”). In the absence of a separately negotiated “Master Services Agreement” between FORTÉ and Customer signed in “wet ink” by the Chief Executive Officer or Chief Financial Officer of FORTÉ, these T&C’s shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to FORTÉ which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by FORTÉ unless the same has been manually countersigned in wet ink by an Officer of FORTÉ.
2. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on FORTÉ by the Customer or its representatives, will be added to the contract price. When FORTÉ becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. FORTÉ has the right to suspend the work on the project pending Customer’s written approval of the Change Order.

3. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by FORTÉ for the associated project under this Agreement are instruments of the services provided. These items are “Confidential Information” as defined in this Agreement and FORTÉ shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by FORTÉ for information and reference in connection with the associated project and for no other purpose.

4. **Proprietary Protection of Programs –** Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by FORTÉ are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse- engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of FORTÉ. The programs, source codes and configuration files, together with FORTÉ's know-how and integration and configuration techniques, furnished hereunder are proprietary to FORTÉ, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by FORTÉ hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

5. **Shipping and Handling and Taxes –** The prices shown are F.O.B. manufacturer's plant or FORTÉ’s office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with FORTÉs current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by FORTÉ, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless FORTÉ against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

6. **Title –** Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from FORTÉ to Customer, or (b) the date on which FORTÉ transmits its invoice to Customer.

7. **Security Interest –** In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to FORTÉ a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by FORTÉ.

8. **Risk of Loss or Damage –** Notwithstanding Customer’s payment of the purchase price for Equipment, all risk of loss or damage shall transfer from FORTÉ to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

9. **Receiving/Integration –** Unless the Agreement expressly includes integration services by FORTÉ, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

10. **Equipment Warranties –** To the extent FORTÉ receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

11. **General Warranties –** Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. FORTÉ warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF FORTÉ WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERALTERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. FORTÉ DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY FORTÉ, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

12. **Indemnification –** Customer shall defend, indemnify and hold harmless FORTÉ against all third party damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from:
(a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay FORTÉ's expenses, as provided above, FORTÉ shall have the right to defend itself, and in that case, Customer shall reimburse FORTÉ for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of FORTÉ's written requests. FORTÉ shall indemnify and hold harmless Customer against all third party damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of FORTÉ, its agents, or subcontractors, (b) FORTÉ's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) FORTÉ's uncured material breach of this Agreement.

13. **Remedies –** Upon default as provided herein, FORTÉ shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by FORTÉ to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to FORTÉ) at least ten calendar days before the time of the event or contemplated action by FORTÉ set forth in said notice. The rights and remedies herein conferred upon FORTÉ, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

14. **Limitation of Remedies for Equipment –** FORTÉ's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by FORTÉ, or, at FORTÉ option, replacement of the Equipment.

15. **Limitation on Liability –** EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF FORTÉ UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO FORTÉUNDER THIS
AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH FORTÉ'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

16. **No Consequential Damages –** FORTÉ SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL,
CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

17. **Acceleration of Obligations and Default –** Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to FORTÉ shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, FORTÉ may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

18. **Choice of Law, Venue and Attorney's Fees –** This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event FORTÉ must take action to enforce its rights under the Agreement, the court shall award FORTÉ the attorney's fees it incurred to enforce its rights under this Agreement.

19. **General –** Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of FORTÉ. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. FORTÉ reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of FORTÉ's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of FORTÉ, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. FORTÉ is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond FORTÉ's reasonable control. Except as otherwise stated in the Agreement, FORTÉ is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

20. **Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by FORTÉ or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. FORTÉ and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

21. **Non-solicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

22. **Price Quotations and Time to Install –** FORTÉ often installs systems at the end of a construction project. The price quoted contemplates that FORTÉ shall have access to the location for the time shown for FORTÉ to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give FORTÉ access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to FORTÉ to complete its work compared to the original schedule.

23. **Price Quotations –** Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your FORTÉ representative if you have any questions in this regard.

24. **Termination -** Either party may terminate this Agreement for any reason, with or without cause, by providing at least ninety (90) days written notice to the other party for Dedicated Staffed Resource contracts and thirty (30) days written notice for standard managed services contracts. Additionally, either party may terminate this Agreement immediately upon written notice if the other party fails to perform any material obligation under this Agreement and does not cure such failure within thirty (30) days of receiving written notice. Termination is also permissible if one party becomes insolvent, files for bankruptcy, or undergoes similar proceedings. Upon termination, both parties must promptly return or destroy any confidential information belonging to the other party. The Customer shall pay for all services rendered and expenses incurred up to the date of termination. Furthermore, any provisions that by their nature should survive termination or expiration, including confidentiality obligations and payment obligations, shall continue in effect beyond the termination date. In the event of termination of this Agreement for any reason, the Customer shall be entitled to a partial refund of any prepaid fees, calculated on a pro-rata basis for the remaining term of the contract

Proposal To:

City of Edgerton

For:

City of Edgerton Council Chambers AV Upgrade

August 13, 2026

Prepared By:
Jason Holmes
PHONE: 816-612-8170

Project Number P-2652

COUNCIL CHAMBERS

AV SYSTEM

QTY	DESCRIPTION
9	Audix ADX18 MIC, POD, 18" GNECK, BLK, CARD COND,
9	Audix ATS1 STAND, TBL MNT, SHK ABSOR, WITH ON/OFF
1	Shure SLXD4QDAN+=-G57 Wireless Receiver, Quad, Dante
2	Shure SLXD2+/B58=-G57 Handheld Transmitter, Beta58A
1	QSC CORE 24f Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual Ethernet ports for network redundancy plus two auxiliary Ethernet ports, two RS232 ports, 8x8 GPIO, 24 next-generation AEC processors, 1RU. Includes Scripting/UCI functionality.
1	QSC TSC-70-G3 Q-SYS 7” PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
1	QSC SLDAN-32-P Q-SYS Software-based Dante 32x32 Channel License, Perpetual.
4	SoundTube IPD4-CM62-KIT Kit consisting of one Master 6.5" 2-way IP Addressable Dante/AES67 POE In-Ceiling Spkr and three In-Ceiling passive speakers
1	Middle Atlantic BGR-25SA27MDK-C8 25SP,27DEEP,PLEXI DOOR & STUDIO TEAK TOP
1	Middle Atlantic UD3 3SP UTIL. DRAWER.BLK
1	Middle Atlantic PD-915R 9OUT15ARCKMNT POWER CEN
1	Netgear GSM4210PX-100NAS AV Line M4250 8G2XF PoE plus
1	Windy City Wire CAT6P-BLK 23-4P UNS SOL CMP C6 Blk Jkt
1	Windy City Wire 22-1PREZP-BLK 22-1P OAS STR CMP TC Blk Jkt
0.5	Windy City Wire 16-02P-BLK 16-02 UNS STR CMP Blk Jkt

AV SYSTEM TOTAL	$35,568.05
COUNCIL CHAMBERS TOTAL	**$36,558.28**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

50% Deposit due upon acceptance of proposal. A deposit is required before equipment will be ordered.
40% Progress upon completion or monthly progress billing.
10% Final payment upon commissioning of system to owner.

EQUIPMENT TOTAL	$26,978.67
LABOR TOTAL	$8,589.38
FREIGHT	$990.23
SUBTOTAL	$36,558.28
TOTAL TAX	$0.00
PROJECT TOTAL	$36,558.28

TERMS

ELECTRICAL: Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. City of Edgerton can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network for an additional cost.

WARRANTY: Harvest AV Solutions will warranty the proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the client's request. **Any existing equipment reutilized for the proposed system will not be warrantied.**

I accept this proposal and hereby authorize Harvest AV Solutions to proceed with the installation of the included systems at the facilities of City of Edgerton constructing at 404 E Nelson St Edgerton, KS 66021 as described in the totality of this document. I further authorize Harvest AV Solutions to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Harvest AV Solutions. Project cost and pricing are dependent upon a continual flow of work without interruption. If delays are imposed by City of Edgerton or their staff, construction, other building trades or any other party, additional costs may be incurred by City of Edgerton from Harvest AV Solutions. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Edgerton and Harvest AV Solutions. This proposal is valid only if accepted in writing by City of Edgerton and deposit payment received. This proposal is valid for 30 days.

ACCEPTANCE

CITY OF EDGERTON

SIGNED ______________________ DATE ______________________

PRINT NAME ______________________ TITLE ______________________

HARVEST AV SOLUTIONS

SIGNED ______________________ DATE ______________________

PRINT NAME ______________________ TITLE ______________________

City of Edgerton - Council Chambers Upgrade - 8.10.2026

Proposal No. 62078
08-10-2026

Prepared for:
City of Edgerton - KS
404 East Nelson
Edgerton, KS 66021 USA

Contact:
Kara Banks
Assistant to City Administrator
kbanks@edgertonks.org
(913) 302-3962

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Prepared By:
Kansas City Audio-Visual, Inc.
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At KCAV, we help our clients succeed by providing audio-visual solutions that deliver results. We look forward to partnering with you to create engaging spaces to learn, work and share!

COMPANY HISTORY

Kansas City Audio-Visual (KCAV) was founded in 1953 by Mickey Adler, who offered his clients innovative solutions of the time - dictating machines, opaque projectors, and overhead projectors. Today, KCAV remains family-owned and run by Jerry & Lisa Bernard, Mickey's son-in-law and daughter. And while technology has definitely changed since 1953, KCAV's commitment to the customer has not.

At KCAV, we are committed to:

- Integrity at the core of everything we do.
- Innovative, reliable solutions that help our customers succeed.
- Long-term relationships based on trust, proactive communication, and high-quality service.

In 2018, KCAV acquired Engaging Technologies, a family-owned audio-visual technology company based in Omaha, further expanding KCAV's footprint into Nebraska and Iowa. Now, over sixty-five years later, KCAV is one of the largest suppliers of audio-visual technologies in the Midwest.

THE KCAV TEAM

We believe that people choose to do business with people. Our business model is based on offering our clients personal service from AV professionals at every stage of your experience. The KCAV Sales Team is distributed throughout Kansas, Nebraska and Missouri, allowing us to offer local, personalized service. Our Sales Team will partner with you, investing the time and resources to understand your needs, goals and realities. With that understanding, the KCAV Team will design, install, and support solutions that will transform your learning, working and sharing spaces - including meeting and collaboration spaces, classrooms and training rooms, and larger venues such as auditoriums, gymnasiums, and more.

Our full-time, industry-certified Design and Engineering Team takes pride in providing cost-effective systems that provide quality, worry-free operation. Big or small, each project receives individual attention from experienced professionals. In addition, our strong relationships with hundreds of manufacturers allow us to offer the latest technology at a cost you will appreciate.

Our KCAV Operations Team includes full-time engineers, project managers, and technical staff that hold industry-recognized certifications and strive to provide you with an exceptional client experience. In addition to providing thorough, quality, on-site installation, we place great value on providing you with proactive communication so that there are no surprises throughout the process.

After installation is complete, you'll receive on-site training in the operation of your installed systems. In addition, we offer optional high-quality professional development delivered by our Implementation Specialist, a trained educator experienced in helping users of all levels better utilize your technology investment.

Finally, the KCAV Service Team will provide you with "peace-of-mind" support, offering both telephone-based support with after-hours paging service, as well as on-site service to maximize the utilization of your new audio-visual system.

We look forward to welcoming you to the KCAV family of clients.

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KCAV Statement of Work (SOW)

Project: City of Edgerton – Council Chambers Audio Visual & Streaming System
Client: City of Edgerton

Project Overview

KCAV is proposing a new audiol solution for the City of Edgerton Council Chambers designed to improve council meetings for both those attending in person and those participating remotely. The City has expressed an immediate need for a professional council chamber audio system.

The proposal will therefore consist of a complete audio system as the primary scope.

The proposed design emphasizes ease of operation, high speech intelligibility, improved accessibility, and a scalable infrastructure that can expand as future funding becomes available.

All audio levels are either preset or overall volume adjusted on PC used for stream.

Primary Audio System

KCAV will furnish and install a professional council chamber audio system designed specifically for government meetings.

The council dais consists of:

- Eight (8) Council Member positions
- One (1) Clerk position
- One (1) Handheld

Each position will receive:

- Rechargeable wireless microphone transmitter
- Gooseneck microphone
- Individual microphone base

The microphone system will serve multiple purposes including:

- Voice reinforcement throughout the chamber
- High-quality audio for streamed meetings
- USB audio conferencing
- Recording of council meetings
- Public meeting accessibility

An additional wireless handheld microphone will be provided for audience participation during public comment sessions.

The handheld microphone will utilize the same rechargeable platform as the council microphones to eliminate disposable battery replacement and simplify daily operation.

USB Conferencing

The new audio system shall function as a professional USB audio device for virtual meetings.

A USB connection will be provided at the Clerk's position located on the right-hand side of the council table.

This connection will allow staff to easily connect a laptop for:

- Microsoft Teams

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- Zoom
- WebEx
- Google Meet
- Other USB conferencing platforms

No specialized software or operator intervention will be required beyond connecting a single USB cable.

Distributed Audio System

The Council Chambers currently does not contain a distributed loudspeaker system.

KCAV will provide a professionally designed loudspeaker system to evenly distribute speech throughout the chamber while maintaining natural voice quality and minimizing feedback.

The loudspeaker design will be intended to provide:

- Uniform speech coverage
- Excellent intelligibility
- Voice lift support
- Audience reinforcement
- Meeting playback

Final speaker locations will be coordinated during engineering.

Equipment Rack

KCAV shall furnish and install a new AV equipment rack.

The rack will house all required processing, amplification, wireless microphone equipment, charging infrastructure, and supporting electronics.

The equipment rack will be installed within the adjacent storage room as discussed during the site visit.

Equipment shall be professionally mounted, labeled, and organized for future serviceability.

Optional Streaming Appliance

KCAV shall provide pricing for an optional dedicated streaming appliance.

The streaming encoder will simplify live broadcasting of council meetings while minimizing operator involvement.

The appliance will be designed to integrate with the proposed audio and future video systems and will provide an easy-to-operate platform for live meeting broadcasts.

This item is being quoted as an optional component.

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Exclusions

Unless specifically noted within the proposal, the following items are excluded:

- Electrical work by others
- Network infrastructure modifications
- Owner-furnished computers
- Internet service
- Furniture modifications
- Wall repair or painting
- Structural modifications
- Ongoing streaming service subscriptions

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- Recording platform subscriptions

****Customer approval of this Scope of Work will be confirmed in the Signature section of this proposal.****

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MATERIALS & SERVICES

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
3. AUDIO SYSTEM					
Extron	M227572-R	XPA U 1002-70V - Two Channel Amp, 100 watts at 70 volts	1.00	$750.00	$750.00
QSC	AD-C4T-LPZB-WH	4.5" 2-way ceiling speakers, 70/100V w/ 16Ohm bypass -white- Priced as EACH; MUST purchase in PAIRS	12.00	$210.00	$2,520.00
Shure	MXWAPT8=-Z10	Access Point Transceiver	1.00	$3,665.00	$3,665.00
Shure	MXWAPX4=-Z10	Access Point Transceiver	1.00	$2,785.00	$2,785.00
Shure	MXW8X=-Z10	MXW8X Desktop Based Gooseneck Transmitter	9.00	$693.00	$6,237.00
Shure	MX410LP/C	10" Shock-Mounted Gooseneck, Cardiod, less Preamplifier	9.00	$255.00	$2,295.00
Shure	MXW2/SM58	Handheld Transmitter with SM58 Microphone (Includes one SB902 Battery)	1.00	$535.00	$535.00
Shure	MXWNDX4G	Networked Charging Station - Holds 4 MXW Transmitters	1.00	$1,030.00	$1,030.00
Shure	MXWNDX8G	Networked Charging Station - Holds 8 MXW Transmitters	1.00	$1,445.00	$1,445.00
Shure	MXWNCS2	2-CH Networked Charging Station	1.00	$625.00	$625.00
Shure	P300-IMX	Audio Conferencing Processor	1.00	$1,875.00	$1,875.00
Covid	EUB-220	HDBaseT USB 3.2 Set, USB-B/USB-C, 5G, Tx-Box to Rx-Box	1.00	$600.00	$600.00
				3. AUDIO SYSTEM TOTAL:	**$24,362.00**
4. CONTROL AND NETWORK					
Netgear	GSM4210PD-100NAS	M4250-9G1F-POE+ Fully Managed Desktop Switch	1.00	$599.00	$599.00
				4. CONTROL AND NETWORK TOTAL:	**$599.00**
6. RACK AND HARDWARE					
Middle Atlantic	RCS-1824	18U/24"DEEPCONFIGURED RK	1.00	$1,015.00	$1,015.00
Juice Goose	SQ-1500	3 Step 15 Amp Sequenced Power Distribution System with Remote Control Capability	1.00	$330.00	$330.00
				6. RACK AND HARDWARE TOTAL:	**$1,345.00**
8. PROFESSIONAL SERVICES					
KCAV	BUDGET	Contingency Budget	1.00	$500.00	$500.00
KCAV	SHIP-HANDLING	Shipping & Handling of all above items	1.00	$375.00	$375.00
Tariff Contingency	TARIFF CONTINGENCY	This Does Not Include Any Tariffs- KCAV Will Charge Exact Costs Associated With Tariffs	1.00	$0.00	$0.00
				8. PROFESSIONAL SERVICES TOTAL:	**$875.00**
OTHER ITEMS					
AJA	HELO PLUS	Stand Alone Advanced H.264 Streaming & Recording Device	1.00 OPTIONAL	$2,101.00	$2,101.00 NOT INCLUDED
KCAV	CONSUMABLES	Installation Materials	1.00	$786.88	$786.88
				OTHER ITEMS TOTAL:	**$786.88**
				OTHER ITEMS OPTIONAL TOTAL:	**$2,101.00**
			TOTAL PURCHASED EQUIPMENT		**$27,967.88**
			TOTAL OPTIONAL ITEMS		**$2,101.00**

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INSTALLATION SERVICES

DESCRIPTION	TOTAL PRICE
Commissioning	
Design	
Installation - Onsite	

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INSTALLATION SERVICES	
DESCRIPTION	**TOTAL PRICE**
Project Management	
In Shop Bench Work	
TOTAL INSTALLATION SERVICES	**$6,945.14**

SERVICE COVERAGE					
PART NUMBER	**MANUFACTURER**	**PART DESCRIPTION**	**QTY**	**UNIT PRICE**	**TOTAL PRICE**
SRV-S1	KCAV	Edge Silver Level Service Agreement; 1-year	1.00	$1,500.00	$1,500.00
WARRANTY	KCAV	Workmanship Warranty (90 days)	1.00	$0.00	$0.00
			TOTAL SERVICE COVERAGE		**$1,500.00**

Subtotal:	$36,993.02
Tax:	$0.00
TOTAL:	**$36,993.02**
Optional Items (tax not included):	$2,101.00

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GENERAL TERMS AND CONDITIONS

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

1. GRANT OF SECURITY INTEREST: By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the equipment.

2. INSTALLATION: Customer hereby grants to Company or its agent the right to install the equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the equipment have been obtained, unless otherwise specified. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, pandemics, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.

3. TAXES, FEES, AND PERMITS: Customer agrees to pay Company all applicable Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.

4. SHIPPING: All shipments of equipment are FOB Company's distribution facilities.

5. RESPONSIBILITY: Until balance is paid, Customer agrees to take proper care of the equipment on premises and to be responsible for any damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.

6. GENERAL: This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. Customer shall pay all attorneys' fees and other costs and charges incurred by Company in the collection of debt.

7. INFRASTRUCTURE: In the event that Company is installing equipment or systems that require connectivity to the Customer's network including, but not limited to, VOIP connectivity, internet access, wireless network access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by Customer to Company before the start of installation.

8. INSTALLATION AND SITE PREPARATION: Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation.

Company agrees to coordinate with other trades to facilitate satisfactory work progress. If Company's work in progress is impeded by other trades and/or contractors (excluding Company's own subcontractors) or by scheduling delays due to Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the proposal. Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.

Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

Customer shall provide the Company with reasonable access to the installation site before delivery, based upon a mutually agreed upon project schedule, for purposes of determining site readiness for installation. Customer will designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall indemnify the

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Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the equipment and the premises where the equipment shall be situated.

9. LIMITATION OF LIABILITY:

(a) **Cap on Liability:** Except as otherwise provided in this Agreement, the total aggregate liability of either Party, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by Client during the twelve (12) months immediately preceding the event giving rise to such liability.

(b) **Exclusion of Damages:** Neither Party shall be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages, including loss of profits, revenue, goodwill, or business interruption, even if advised of the possibility of such damages.

(c) **Exceptions:** These limitations shall not apply to indemnification obligations, breaches of confidentiality, gross negligence, willful misconduct, or liability that cannot be limited by law

10. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices.

Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to Customer the applicable manufacturer's warranties, if any.

11. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

12. PROJECT/ORDER CANCELLATION: Customer must notify Company via both orders@kcav.com and sales representative in writing to cancel a project or order. Upon receipt of the notice, Company will acknowledge in writing Customer's order cancellation and provide the official date of cancellation.

Projects that are cancelled within sixty (60) calendar days of notification for Company to proceed with the work are subject to a 25% restocking charge (plus return shipping to the manufacturer) on all hardware and are subject to payment for professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.).

Projects that are cancelled sixty-one (61) or more days after Company has been notified to proceed are subject to full payment for all hardware that has been received by Company and Customer in conjunction with the order. Company will make reasonable effort to obtain exceptions from suppliers for the return of equipment with restocking charges and will notify customer of any such options. Additionally, client is responsible for payment of professional services provided by Company prior to the date of cancellation (engineering/design services, project management, etc.).

Custom items may be noncancellable and are not returnable.

13. RESTOCKING FEES: In the event Customer wishes to return any returnable equipment, Customer agrees to pay restocking fees of 25% of the sale price in addition to any applicable shipping charges.

14. CHANGE ORDERS: Any changes of scope made to the design of the system or the contractual agreements in implementation or functionality will require a mutually agreed upon "Change Order" form signed by an authorized representative for the Customer.

15. TARIFFS: Due to the recent US imposed tariffs on goods and supplies, Company has included a tariff contingency budget in this proposal. Many of our suppliers manufacture their products in these countries, and Company is setting this contingency budget in place to help cover any potential unforeseen increases in hardware and cabling costs. We have been alerted by many of our manufacturing partners that an increase is imminent. To what degree and at what percentage, we are unsure at this time. Company is forecasting ahead, as best as we can, to cover these unknown increases with this contingency budget. Any part of this contingency budget not used towards hardware and cabling cost increases, due to tariffs, will be reduced from the final invoice of the project.

16. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any purchased training or professional development services must be conducted within 12 months of placement of the sales order, unless mutually agreed upon

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otherwise in writing. Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

17. DESIGN SERVICES: All designs are the property of the Company. If Customer contracts with the Company to implement the design, the design shall become the property of Customer. If Customer wants to use the Company's design for an RFP, bid or any other purposes without implementation by the Company, the Company will advise Customer of the fee to purchase the design. Upon payment of the fee, the design becomes the property of Customer.

18. CONFIDENTIALITY: This Agreement and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company. Any effort to do so will be considered a violation of copyright law.

19. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

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KCAV PROJECT WARRANTY

KCAV offers a 90-day warranty on labor and workmanship, beginning on the date of substantial completion of your project. In the event there is a service issue, and it is determined that the issue is due to project workmanship, KCAV will rectify the issue at no cost to the client. KCAV offers a 90-day warranty on any manufacturer's components included in the project and purchased directly from KCAV. KCAV will work with the manufacturer and client to remove, replace, and reinstall the defective equipment at no charge to the client. KCAV supports the manufacturer's warranty on all hardware. Manufacturer warranties range in time and may be as long as five years. Most manufacturer warranties are based upon depot service. As such, the manufacturer warranty does not cover such items as travel and labor to remove defective equipment, or to reinstall replacement equipment. In the event of a service call which turns out to be related to issues outside of warranty (act of God, user-error, etc.), KCAV will submit an invoice for travel, time, and materials related to the service call. KCAV can provide more information regarding handling of hardware-based warranty situations upon request. KCAV is not responsible for warranty or support of existing Owner Furnished Equipment (OFE).

Maintenance and service agreements are available for extended periods of time. If you have interest in learning more, please contact KCAV at (service@kcav.com) for more information.

KCAV SERVICE OPTIONS

KCAV offers three levels of hourly service, in order to address a full range of situations that require timely, high-quality service of our clients' AV system.

Standard-Level Service

Standard-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Standard-level services requires a minimum of two business days' advance notice for scheduling purposes. While KCAV will make every effort to perform standard service sooner than two days from the client's request, this will not always be possible.

Priority-Level Service

Priority-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Priority-level service will be performed with less than two business days' advance notice. Priority-level service is designed for time-sensitive service needs which do not allow for two or more business days' advance notice.

After-Hours Service

After-hours service takes place outside of 8:00am - 5:00pm, Monday-Friday, and also takes place on federal holidays. After-hours service is designed for service needs which cannot be addressed during standard business hours.

Please note the following which apply to all levels of service provided by KCAV:

- Service time is portal-portal. The time is calculated from the time the service technician departs the KCAV office until the time the service technician returns to the KCAV office.
- A two-hour minimum will be charged for all service calls.
- A dispatch fee is added to each service call to account for the costs of operating the service vehicle.

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1. DELAYS: All orders are subject to the Company's ability to make delivery at the time specified, and the Company shall not be liable for damages for failure to make partial or complete delivery. The Company shall not be liable for delays in delivery caused by forces not reasonably within Company's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). Customer shall be liable for any added expenses incurred by the Company because of, including but not limited to, Customer's delay furnishing requested information to the Company; delays resulting from order changes by Customer; delays related to Customer's network configuration or other systems issues; or conditions affecting installation duration, off-hours or continuous workdays of 8 am to 5 pm.

2. EQUIPMENT AND MATERIALS PRICE INCREASE: Company shall be entitled to additional compensation from Customer in the event there is a significant increase in price of any specific item of equipment or materials of seven percent (7%) or more between the date the Agreement is signed and the date that equipment and materials are purchased for the work to be performed on the project.

3. DELIVERY COSTS & CLAIMS: Customer agrees to pay for all shipping or transportation costs of the equipment as and if stated on Company's proposal and/or the invoice. Company shall not be liable to Customer for any damage to or loss of equipment in transit. Company's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Customer must inspect and verify that contents match the packing list and are without damage. If there are any discrepancies or damages, Customer must notify Company in writing within three (3) business days, or such claims shall be waived.

4. HARDWARE-ONLY ORDERS: Orders over $50,000 consisting of hardware only require a 50% down payment.

5. INSTALLATION PROJECTS: In keeping with industry standards, payment terms for projects over $50,000 that involve installation are as follows:

- 50% down payment in advance of start of project
- 40% invoiced following delivery of hardware
- 10% remaining invoiced upon Substantial Completion of project

Payment terms for projects under $50,000 that involve installation are as follows:

- 50% invoiced following delivery of hardware and/or installation start
- 50% remaining invoiced upon Substantial Completion of project

6. PAYMENT & PAST DUE ACCOUNTS: All payments are due within thirty (30) days of the invoice date unless an advance down payment is required on Company's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Customer agrees to reimburse Company for all attorneys' fees and court costs in connection with default of these payment terms by Customer.

7. CREDIT & CREDIT CARD PURCHASES: Credit payment terms must have the prior approval of Company. Company reserves the right to stop delivery of equipment or provision of services if Customer's financial condition becomes impaired or unsatisfactory to the Company. Additionally, Company may require payment in advance or other security, and, in the absence thereof, may cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

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PROPOSAL SUMMARY

BILL TO:	SHIP TO:
City of Edgerton - KS 404 East Nelson Edgerton, KS 66021	City of Edgerton - KS 404 East Nelson Edgerton, KS 66021

Subtotal:	$36,993.02
Tax:	$0.00
TOTAL:	**$36,993.02**
Optional Items (tax not included):	$2,101.00

This proposal shall become binding on the parties hereto when signed by the Customer and accepted by the Company.

________________ By initialing here, the Customer confirms that they have read, understood and agree to the Company's Terms and Conditions.

________________ By initialing here, the Customer confirms they have read the included Scope of Work and agree that it meets their needs. Should the Customer's needs change, the Company will provide a Contract Change Order to adjust the contract based on changes to the Scope of Work, which could include changes to Equipment, Labor and/or other charges.

The Customer acknowledges the offer of an optional Edge Service Agreement. Please initial one to accept or decline:

________________ The Customer accepts the optional Edge Service Agreement.

________________ The Customer declines the optional Edge Service Agreement.

CUSTOMER: **City of Edgerton - KS**	**Kansas City Audio-Visual, Inc.**
SIGNATURE: ____________________	SIGNATURE: ____________________
NAME: ____________________	NAME: ____________________
TITLE: ____________________	TITLE: ____________________
DATE: ____________________	DATE: ____________________

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City Council Action Item

Council Meeting Date: August 27, 2026

Department: Administration

Agenda Item: Consider Resolution No. 08-27-26A Of The City Of Edgerton, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate

Background/Description of Item:

In 2021, the legislature made significant changes to the tax lid law effective for the 2022 Budget. The tax lid law now focuses on the Revenue Neutral Rate (RNR). The RNR is the mill rate that would generate the same amount of property tax revenue in the current year as the previous year based on the current year's assessed valuation. K.S.A. 79-2988 establishes the process for Kansas taxing subdivisions to notify the public and hold a hearing if they plan to exceed their RNR for property taxes. K.S.A. 79-2988 does not provide for any adjustments to the RNR to capture economic growth, issuance of debt or County errors in the assessed valuation numbers.

At the Budget Work Session on July 9, 2026, Council gave consensus to keep the mill rate the same as the mill rate for the 2026 Budget and increase the Residential Property Tax Rebate from 10% to 40%. The mill rate for the 2026 Budget was 29.592. The property tax amount included in the 2027 General Fund Budget was updated to reflect this direction.

The City is required to hold an RNR Public Hearing and pass a resolution setting the mill rate to be used for the 2027 Budget. The notice of the public hearing was published in the Johnson County Post on August 3, 2026, and on the City's website as required by State statute. The RNR public hearing was opened earlier this evening. The attached draft Resolution No. 08-27-26A establishes the City's estimated mill rate at 29.592 mills.

Related Ordinance(s) or Statue(s): K.S.A. 79-2988

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 08-27-26A Of The City Of Edgerton, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate.

Enclosed: Resolution No. 08-27-26A

Prepared by: Karen Kindle, Finance Director

Resolution No. 08-27-26A

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Edgerton was calculated as 20.932 mills by the Johnson County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Edgerton will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on August 27, 2026, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Edgerton, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Edgerton shall levy a property tax rate exceeding the Revenue Neutral Rate of 29.592 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 27th day of August 2026 and **SIGNED** by the Mayor.

____

Donald Roberts, Mayor

Attested:

____

Dusti Callahan, City Clerk

____

Todd Luckman, City Attorney
For Stumbo Hanson, LLP, City Attorneys

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July 1, 2026

Dear Mayor Roberts and City Council Members

Each summer, the Edgerton City Council has the important job of setting the budget for the coming year. The annual budget provides the road map and allocates the resources for all of the important services we provide to the community. Some of those services are easier to see than others, like the clearing of snow and ice off the roads, mowing the parks or helping kids cross Nelson to get to school. Other services might be less obvious, like reviewing street plans, performing a building inspection, installing a new street sign, picking up trash at a city event or answering the phone to answer a citizen's question. All of these, plus many other services provided by the team of elected and appointed officials and staff, make the Edgerton community a truly special place. It is with great pleasure that I present the 2027 Recommended Budget for City Council's consideration.

In preparing the budget this year, it quickly became clear that Edgerton, and this budget, are built on a foundation of core values – community, fiscal stewardship and family.

The last year has been filled with opportunities for celebration and gathering together as a community. In February 2025, we opened The Greenspace, at the heart of our community. With over 38,000 visits in the first year, it has been the anchor for so many great events in Edgerton. The Greenspace hosted something for everyone - from monthly Senior Lunch and Bingo to Spring Break (with over 500 kids in 2026) to our newest event coming this October, Motors and Monsters. The 2027 Budget includes continued support for all these, with additional funding to increase creative and active programs plus add a new Bike Safety Rodeo to teach Edgerton kids all about bicycle safety. The Greenspace continues to be a place where smart investment is creating a strong community.

Strong fiscal stewardship of the public's dollar means growing the City's revenues while making smart investments to support future generations of Edgerton residents. Edgerton has been working for years to diversify the tax base, and those long-term investments are making significant impacts on the City's revenues.

In 2027, three more buildings at Logistics Park Kansas City (LPKC) will come fully onto the tax rolls, bringing the **percentage of assessed valuation for non-residential to an all-time high in Edgerton at 80%**. When I started in Edgerton, these percentages were almost opposite. Significant growth in our commercial and industrial valuations have allowed Edgerton to invest in significant capital projects while also lowering the mill levy over time. This year we see an example of this type of investment in the new East 2nd Street and Edgewood Drive reconstruction project. This project provides a better road with sidewalks and streetlights adding important safety features for drivers, pedestrians and bicyclists of all ages. We anticipate this trend to continue as more buildings at LPKC come fully onto the tax rolls over the next few years.

A larger, more diversified revenue base has also allowed Edgerton to significantly increase the services provided to our residents and businesses, making Edgerton a community of choice for

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our new neighbors choosing to buy homes in the new Dwyer Farms subdivision. For 2027, over half the growth in residential valuation came from new construction at Dwyer Farms. With approximately 80 homes complete by the end of 2025, Edgerton has seen an 8% increase in population growth.

Most of all, Edgerton is a community that takes care of its own, as family. This tradition was illustrated most recently by City Council in their recommendation for continued funding for partner organizations like the Johnson County Utility Assistance and United Community Services Human Service Fund that provide critical support services to our Edgerton neighbors that may be need a little extra help. New this year, City Council recommended funding for two new partnership organizations, Edgerton Community Food Pantry and Indigo Thrift Foundation. These organizations exemplify the spirit of the Edgerton community to help our fellow friends and neighbors however we can.

One of the most significant ways the City provides support is through the two property tax rebate programs. In 2026, Edgerton City Council funded the Senior Property Tax Rebate Program and the Residential Property Tax Rebate Program.

- Senior Property Tax Rebate Program designed to alleviate some of the burden of home ownership for seniors due to rising property values. This program rebates for homeowners 65 and older the City-portion of their property taxes up to average appraised value of a home in Edgerton for that year. **This program is again included for the 2027 Recommended Budget**.

- Residential Property Tax Rebate Program to provide tax relief to Edgerton home owners who live in either a single-family home or duplex. In 2026, the program rebates 10% of the City's portion of their property taxes. **For 2027, Mayor Roberts asked staff to increase that program to a 40% rebate of the city-portion of property taxes. That amount has been included in the 2027 Recommended Budget**.

Enclosed are the detailed budget memos for each of the funds included in the 2027 Recommended Budget. Each of these serves a specific purpose and includes lots of details about the recommendations for revenues and expenditures in those funds. In the end, those recommendations are grounded in a commitment to the same core values – community, fiscal stewardship and family.

Sincerely,

Beth Linn
City Administrator

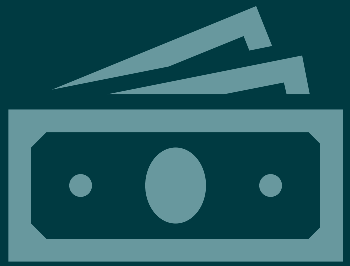
MORE THAN A BUDGET

Edgerton City Council Budget Hearing

August 27, 2026

FOUNDATIONAL PRIORITIES

Community



Fiscal Stewardship

Family

COMMUNITY

CONNECTIONS ARE KEY

The Greenspace

Continues funding for this crucial community focused building which had over 38,000 visits in its first year.

- Increased programming
- Sports and educational options

EVENTS BRING US TOGETHER

- **Local Events**
  This budget continues support for community events, like Summer Block Party, the new Motors & Monsters Car Show, and 3rd of July Community Picnic and Fireworks Show, as well as a new Bike Safety Rodeo coming in 2027.

FISCAL STEWARDSHIP

DIVERSIFICATION

Diversifying the tax base has allowed us to make strong investments into the community without relying solely on property taxes

Three new buildings at LPKC come fully onto the tax rolls in 2027. Council policy is to fully capture those dollars, which means the budget is not revenue neutral.

FY2027 Budget includes a flat mill rate of 29.952, significantly lower than the average for third-class cities in the State of Kansas which is 45.624.

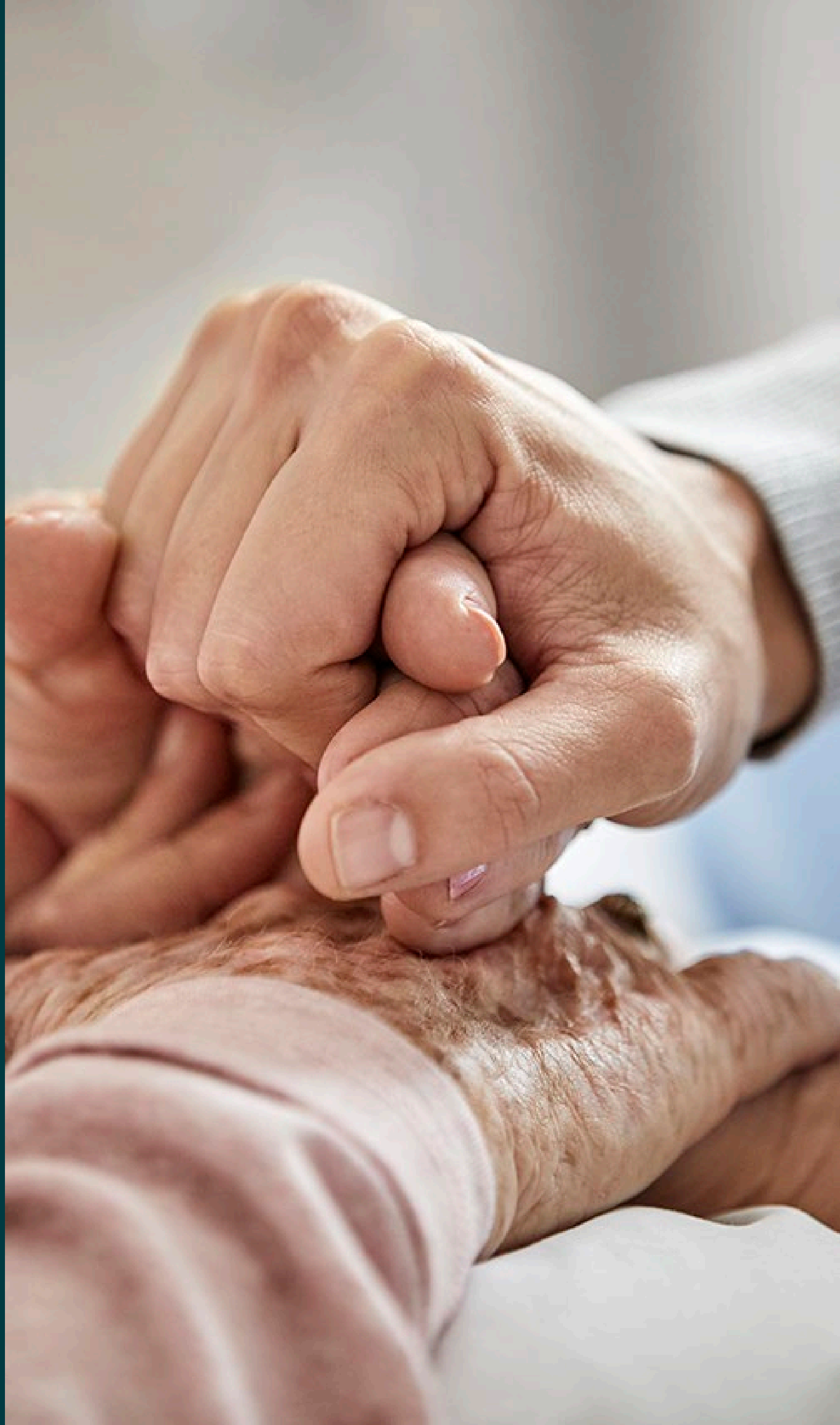
MORE SERVICES FOR THE COMMUNITY

Service	Improved Over Time
Street Maintenance	Preventative programs to increase road lifespan
Park Maintenance	Daily inspections - Mow grass, pick up trash, repair shelters and other amenities
Code Enforcement	Dedicated code enforcement officer
Policing	Dedicated 40 hours per week for community policing officer
Communications	Monthly newsletter, social media, website updates
Finance	Quarterly updates, 5-year CIP, budget forecasting, equipment replacement schedules
Utilities	Dedicated staff, smart meters with leak detection, online bill pay, valve exercising program
Inspections	In-house staff that can respond faster

FAMILY

SUPPORTING OUR NEIGHBORS

Organization	Supports	Amount
Johnson County Utility Assistance	Helps families in need pay utility bills	$5,000
United Community Services	Funding for agencies that support housing, health, substance use prevention or other human services	$2,500
Edgerton Community Food Pantry	Supports local families with food needs	$5,000
Indigo Thrift	Supplies clothing and household goods	$5,000



PROPERTY TAX REBATES

ONLY APPLIES TO EDGERTON PORTION OF TAX BILLS

Senior Property Tax Rebate

Up to 100% of Edgerton property taxes rebated, max of $833 in 2027

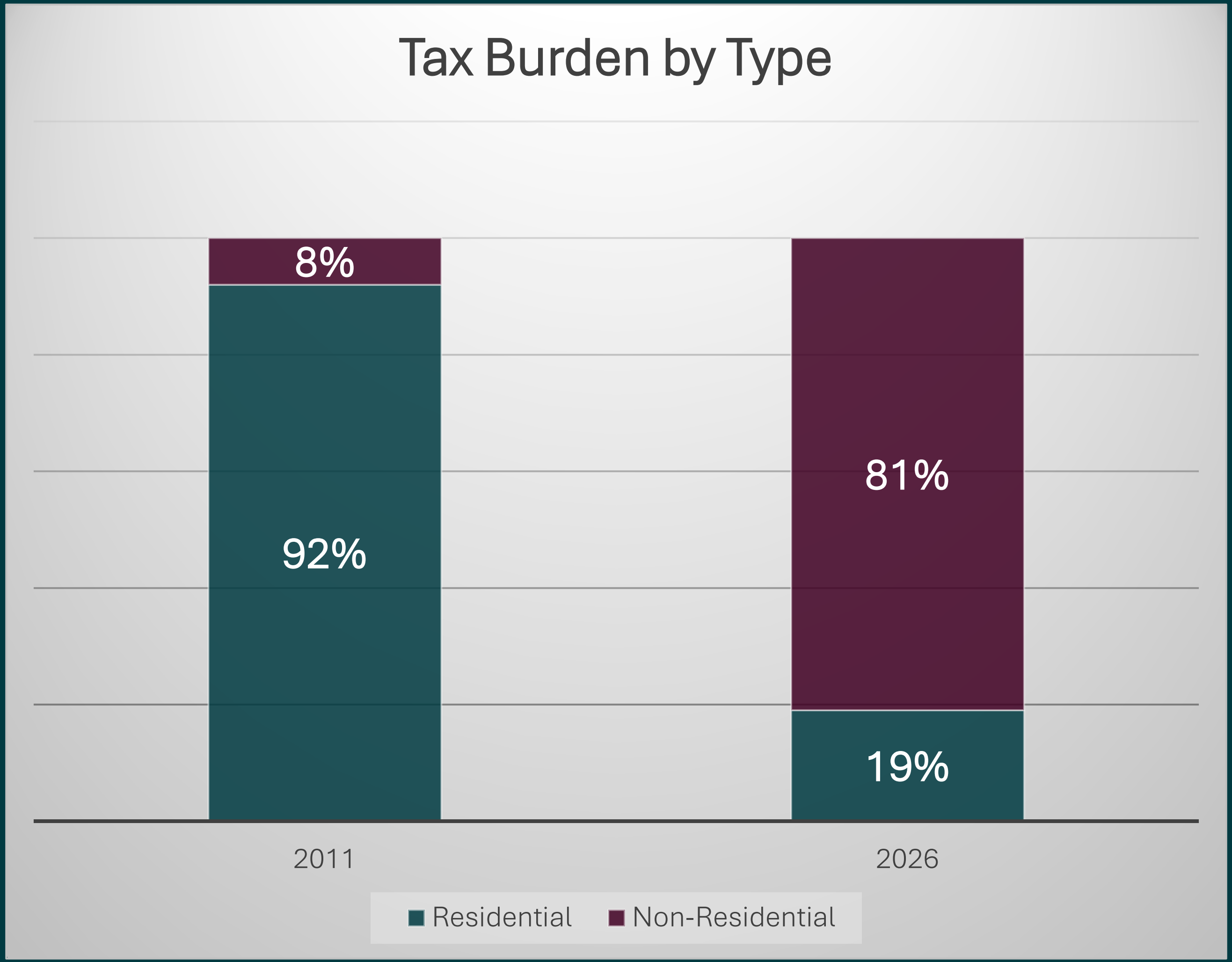
Residential Property Tax Rebate

Up to 40% of Edgerton property taxes rebated for homeowners that live in single-family homes or duplexes in 2027

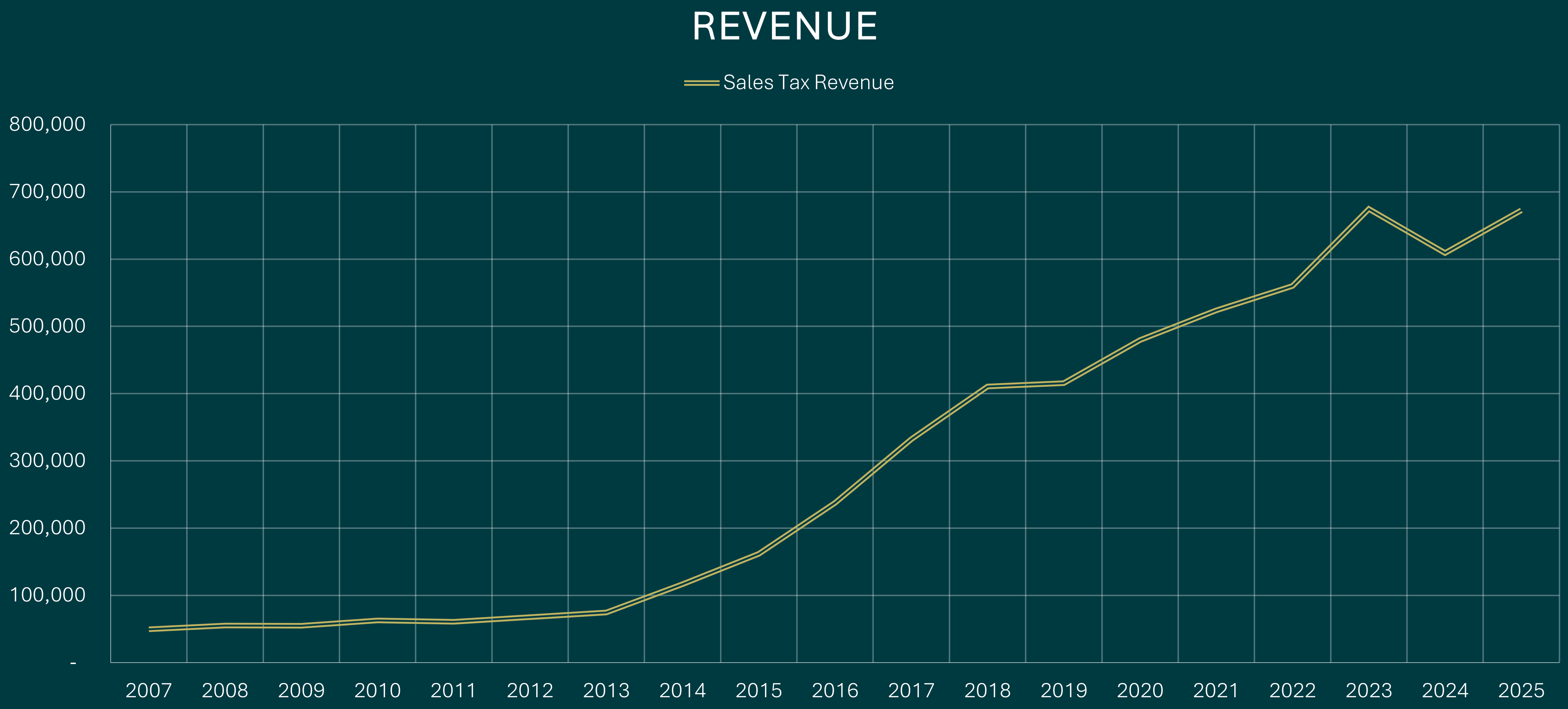
With the rebate, Edgerton's effective mill rate for owner-occupied residential properties is the **4th-lowest** in Johnson County.

THE NUMBERS

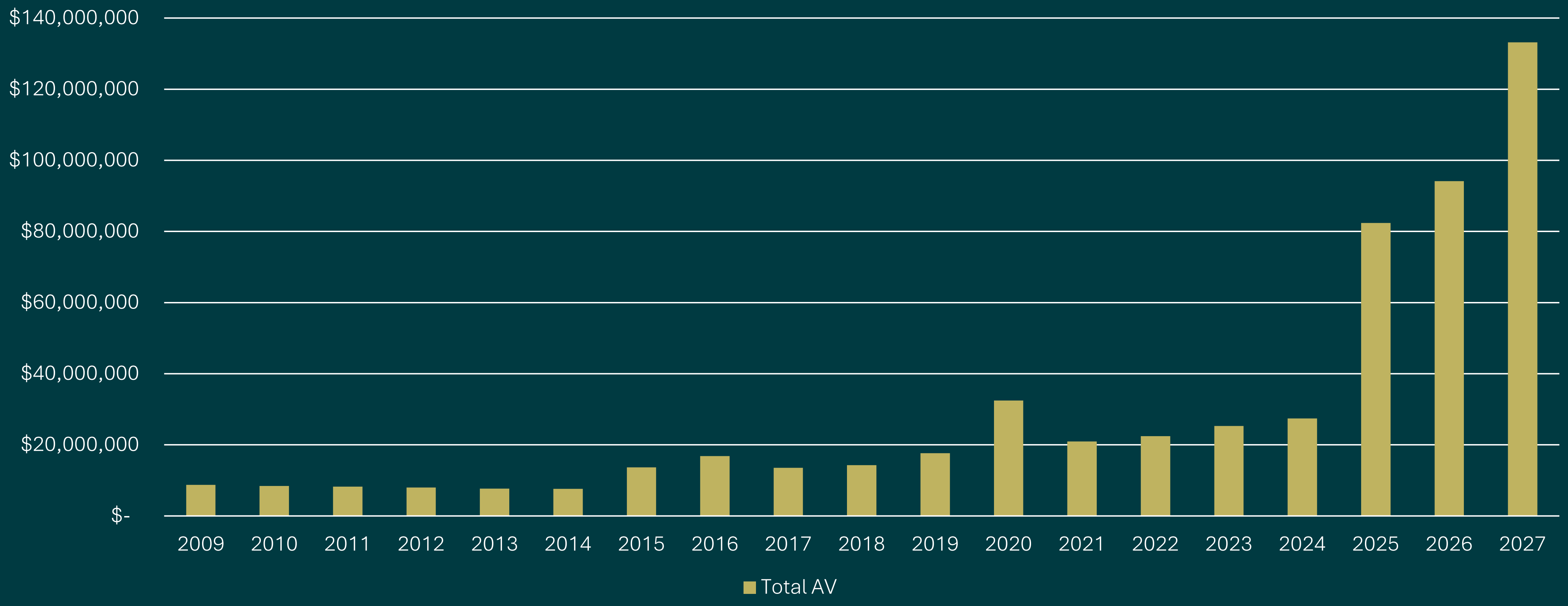
PROPERTY TAX BURDEN



SALES TAXES

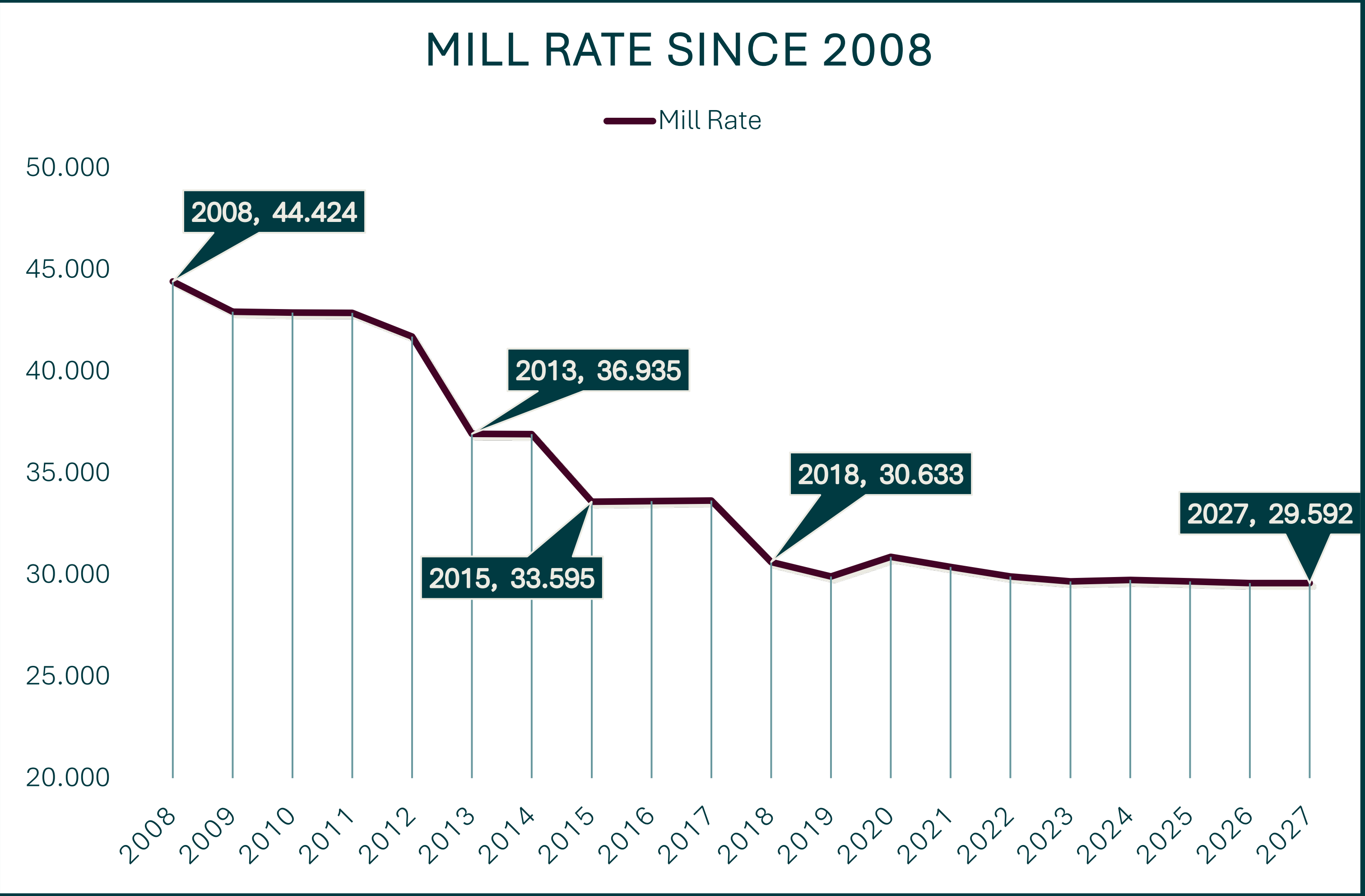

REVENUE
Sales Tax Revenue
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
-
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025

ASSESSED VALUATION



MILL RATE

The proposed mill rate for 2027 is 29.592, which is the same as 2026



City of Edgerton
2027 Budget Work Session
July 9, 2026

Packet Items

REVISED - General Fund Budget

Utility Funds Budget

REVISED - Other Funds Budget

IT Equipment

Vehicles & Equipment

City of Edgerton
2027 Budget Work Session
July 9, 2026

REVISED

General Fund Budget

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

August 24, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director

Re: 2027 Recommended General Fund Budget

Updates Since the Budget Work Session on July 9, 2026

At the Budget Work Session on July 9, 2025, Council directed staff to make the following changes to the 2027 General Fund Budget:

- Utilize the same mill rate as the 2026 Budget for calculation of 2027 property tax revenue. Staff has revised Appendix B to reflect a mill rate of 29.592.
- Increase the Transfer to Capital Projects by the additional amount of revenue from keeping the mill rate flat.
- Other lines affected by the mill rate change:
  - Increase in City TIF Increment
  - Increase in City RHID Increment
  - Increase in Transfer from TIF Funds-City TIF Fee

The 2026 Estimate for the Transfer to Capital Projects was increased to reflect the transfer approved at the July 9, 2026 Council Meeting for the Museum HVAC Replacement.

Please find enclosed with this memo the 2027 Recommended General Fund Budget. The General Fund contains the general operations of the City which are funded by a mixture of general-purpose revenues including property taxes, sales and use taxes, user fees and charges and payment in lieu of taxes for abated properties. Also included with this memo are Appendix B containing the calculation of the recommended mill rate for the 2027 Budget per Council policy and Appendix C containing the General Fund Summary of Audits.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). In January 2026 BLS released the CPI-U for the twelve months ending December 2025 which was 2.7%. The table below shows the history of the CIP-U for the last five years.

December 31st	CPI-U
2020	1.4%
2021	7.0%
2022	6.5%
2023	3.4%
2024	2.9%
2025	2.7%

2026 Estimate

The 2026 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2026 compared to the budget approved for 2026. A line item with an estimate of more than 100% means that staff expect the 2026 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipate the 2026 activity to be less than the budget.

Revenues

Property Tax Revenue

Property tax revenue is the largest source of revenue for the General Fund. Property tax has two components: assessed valuation and tax rate. The sections below provide further details regarding these two parts of the property tax equation.

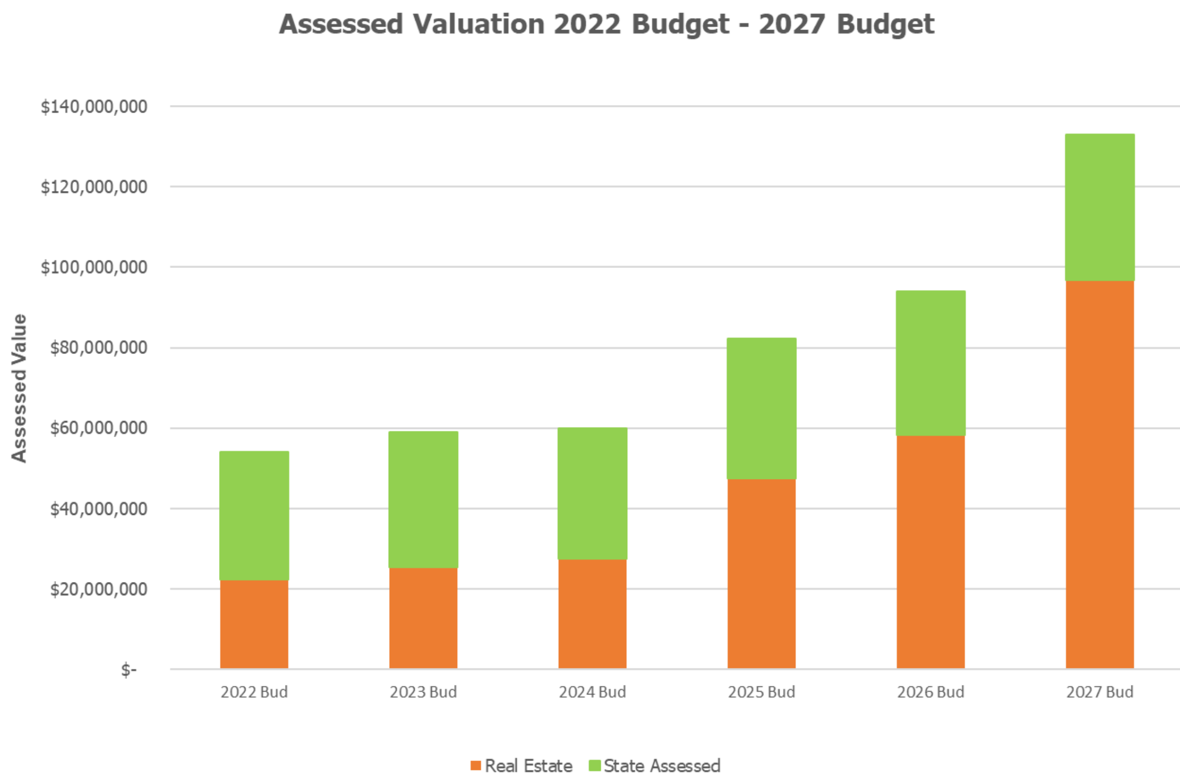
Assessed Value

The City's Assessed Value is made up of three major components:

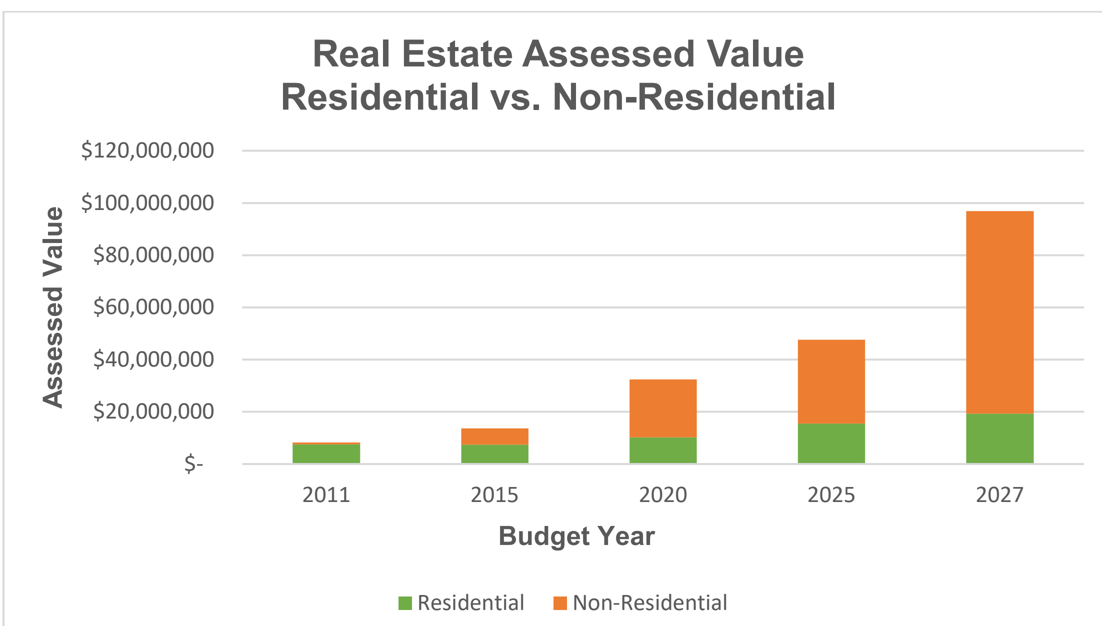
- Real Estate
- Personal Property
- State Assessed Utilities/Railroads

The Real Estate and State Assessed portions make up most of the City's assessed value. The Personal Property amount is small and continues to decrease each year due to legislation passed in 2006.

The diagram below shows the composition of the City's assessed value from the 2022 Budget through the 2027 Budget. Not only has the City's assessed value increased, but in the last couple of years, the Real Estate portion (shown below in orange) has become larger than the State Assessed portion (shown below in green). This is an important shift as the State Assessed portion can be inconsistent from year to year.



The composition of the Real Estate portion of the City's assessed value has also changed significantly in the last fifteen years. The figure below shows the growth in Real Estate assessed value as well as the breakdown between residential and non-residential property types. For 2027, non-residential real estate assessed valuation in 80%. This is a drastic change from earlier years when the City's value consisted almost entirely of residential property. In 2011, non-residential was 8% compared to residential at 92%.



The chart below provides additional detail related to the growth in residential assessed value for 2027. Growth in this category comes from both the appreciation of existing homes as well as construction of new homes. In 2027, reappraisal of existing houses in Edgerton accounted for 43% of the growth in residential assessed values. The exact percentage change in reappraisal differs for each house, and is set annually by the Johnson County Appraiser's Office. For Edgerton this ranges anywhere between -20%, to no change to +20%. This growth is distributed over approximately 635 homes in town. The other 57% ($1,618,007) in residential assessed valuation growth came from approximately 82 new homes constructed at Dwyer Farms.

Assessed Value Category	2026 for 2027 Budget	% of Total	Approx. # of Units
Existing Home Reappraisal	$1,243,542	43%	635
Dwyer Farms New Construction	$1,618,007	57%	82
Total Change in Residential Assessed Value	$2,861,549		

Expiration of Abatements

Another element that has a significant impact on the City's real estate assessed value is the expiration of abatements. The 2025 Budget was the first year that properties in LPKC returned to the tax roll after the ten-year abatement period. The assessed value for the 2027 Budget includes three LPKC property that are returning to the tax rolls. See the table below for valuation information.

Building	City Portion Of PILOT (2026 Budget)	Assessed Value	Est. City Property Tax (est. Mill Rate 29.415)
Smart Warehousing (ELHC 11)	$ 34,177	$ 11,648,750	$ 342,648
Walmart/Sam's (ELHC 12)	$29,346	$10,010,500	$294,459
Amazon (ELHC 14)	$36,739	$12,753,145	$375,134

For 2028 through 2035, except for 2034, there is at least one property returning to the tax rolls.

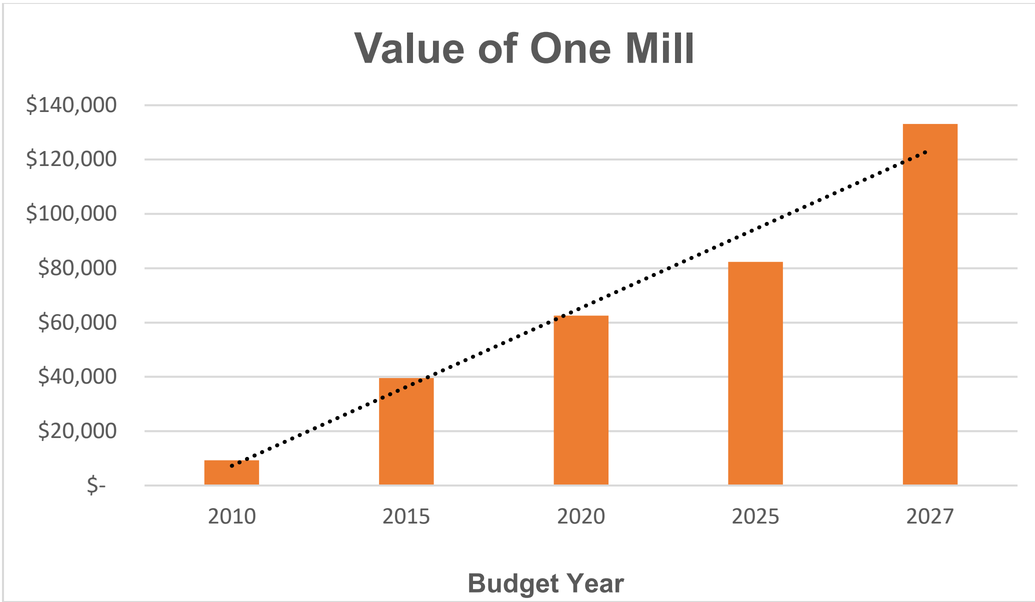
Mill Rate

The mill rate is the amount of tax per $1,000 of assessed value. Since 2009, the City of Edgerton has lowered the mill rate by over 14 mills. The ability to lower the mill rate while maintaining or increasing property tax revenue collection is driven by the growth in the value of one mill. As noted in the Assessed Value Section above, the City's assessed value has grown considerably since 2009.

Value of One Mill

Growth in the value of one mill results from a citywide increase in assessed valuation. Since 2009, the value of one mill has grown by $123,569. The most significant factor in increasing the city's assessed valuation is the new construction at Logistics Park Kansas City and surrounding area. The value of one mill can fluctuate due to the timing of construction and the appraisal process, abatements expiring, market conditions, etc. Improvements under construction on

January 1st will receive a partial value for that assessment year based on the percentage of completion. If an abatement is processed for the next assessment year, the City's assessed value will decrease, sometimes causing an overall decrease from the prior year. The chart below shows the change in the value of one mill. The value of one mill is $133,165 in 2027 compared to $9,259 in 2010.



Revenue Neutral Rate

In 2021, the legislature made significant changes to the tax lid law effective for the 2022 Budget. The tax lid law now focuses on the Revenue Neutral Rate (RNR). The RNR is the mill rate that would generate the same amount of property tax revenue in the current year as the previous year based on the current year's assessed valuation. K.S.A. 79-2988 establishes the process for Kansas taxing subdivisions to notify the public and hold a hearing if they plan to exceed their RNR for property taxes. K.S.A. 79-2988 does not provide for any adjustments to the RNR to capture economic growth, issuance of debt or County errors in the assessed valuation numbers. At the Council Meeting on June 10, 2021, the City's Financial Advisor and City staff presented information about K.S.A. 79-2988. At that meeting, City Council provided the following policy direction regarding adjustments to the RNR. The RNR will be adjusted to include

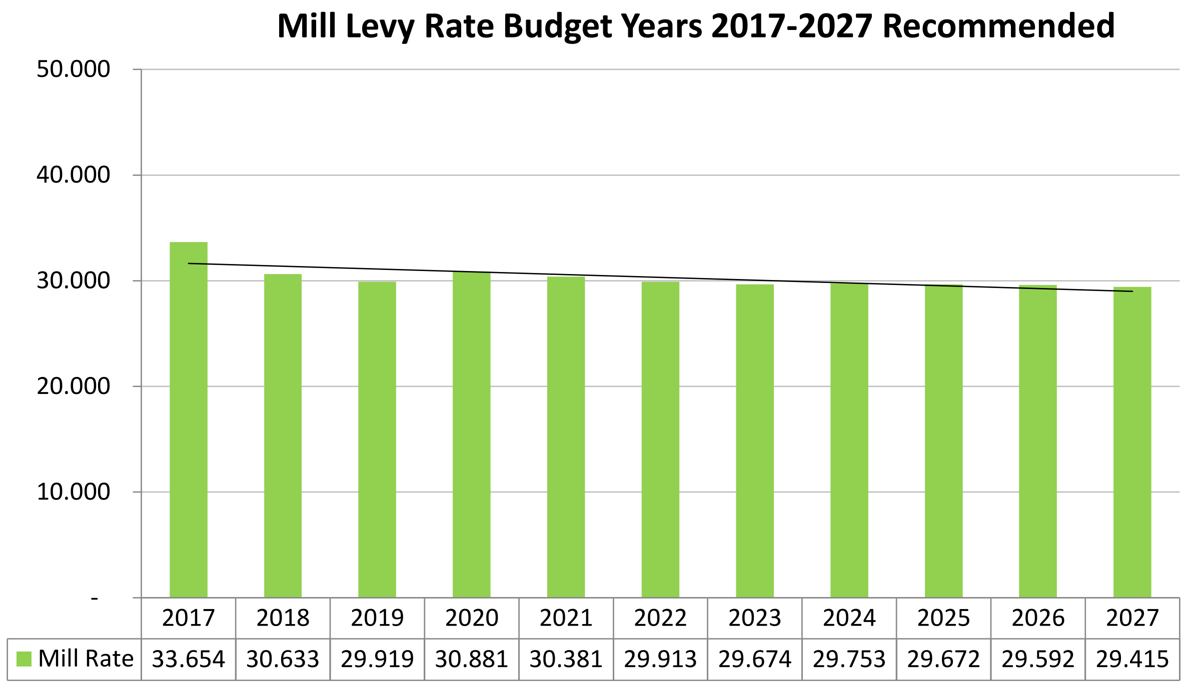
- Roll-off of all types of incentives (i.e., property tax abatements)
- New territory/annexations
- Growth in assessed value of non-residential property
- Growth in assessed value of residential property due to inflation based on the CPI-U (2.7% for 2027)
- Issuance of General Obligation (GO) debt
- Errors by Johnson County

The chart below shows the information regarding the RNR, adjustments for categories approved at the June 10, 2021, Council Meeting and the recommended mill rate for the 2027 Budget. Details of this calculation are shown on Exhibit B. To levy the recommended mill rate, the City Council will have to hold a public hearing and pass a resolution. The public hearing is scheduled to occur during the August 27, 2026, Council Meeting. The City must also provide a notice of intent to hold the public hearing to the County Clerk no later than July 20, 2026.

	Revenue Neutral Rate (RNR)	Recommended Adjustments To the RNR	Recommended Mill Rate for the 2027 Budget
Property Tax Revenue	$2,787,420	$1,129,568	$3,916,988
Estimated Mill Rate	20.932	8.483	**29.415**

The 2025 mill rate for the 2026 Budget was 29.592. **The recommended 2026 mill rate for the 2027 Budget represents 0.177 mills or 0.2% DECREASE in the mill rate.**

The graph below shows the history of the City's mill rate since the 2017 Budget.



On June 25, 2026, Jeff White with Columbia Capital Management (the City's Financial Advisor) gave a presentation to City Council regarding recent happenings at the Kansas State Legislature and recommendations for City Council to consider during the 2027 Annual Budget process. Based on that presentation, Mayor Roberts asked staff to prepare an additional possible scenario to the fund schedule that would keep the mill rate flat for the 2027 Budget at 29.592.

<u>Other Revenue</u>

The chart below provides information about changes from the 2026 Budget to the 2027 Recommended Budget in the other sources of revenue for the General Fund.

Revenue Item	Change from 2026 Budget to 2027 Recommended
LPKC Pilot	The revenue from payments in lieu of taxes for abated properties at LPKC has decreased to reflect removing the properties coming off abatement and back on to the tax roll.
City TIF Increment	This number is the amount of City property tax that is deposited into the TIF Funds. It is subtracted from the amount of total property tax to be received since it will be deposited directly into the TIF funds

	when distributions are received from the County Treasurer. This number is estimated pending receipt of the TIF budget information from the County Clerk on July 1st. It has increased since 2026 reflecting the increase in assessed value in the Homestead Lane Retail TIF District (Maverik, IHOP).
City RHID Increment	This number is the amount of City property tax that is deposited into the RHID Fund. It is subtracted from the amount of total property tax to be received since it will be deposited directly into the RHID fund when distributions are received from the County Treasurer. This number is estimated pending receipt of the RHID budget information from the County Clerk on July 1st. It has increased since 2026 reflecting the new homes built in Dwyer Farms in 2025.
Motor Vehicle Tax **Recreational Vehicle Tax** **16/20M Vehicle Tax**	These estimates are provided by the County Treasurer.
Local Alcoholic Liquor Tax	The estimate is provided by the County Treasurer. Based on activity over the past four quarters, the County Treasurer decreased the estimate.
Use Tax	• Increase in Local Use Tax based on amount received in 2025 and collection trend in 2026. • The County Use Tax reflects an increase over the 2025 actual as well as an adjustment for the sunset of the County's Public Safety Sales Tax on March 31, 2027. The City will only receive a partial year of distributions in 2027.
Sales Tax	• Increases in Local Sales Tax is based on amount received in 2022-2025 and the collection trend in 2026. • The County Sales Tax reflects an increase over the 2025 actual per the County budget information as well as an adjustment for the sunset of the County's Public Safety Sales Tax on March 31, 2027. The City will only receive a partial year of distributions in 2027.
Franchise Tax	At the end of 2025, staff discovered an error in the reports received from one of the utilities that indicate how the money should be allocated between the General Fund and the LPKC Phase 1 Public Infrastructure Fund. The error resulted in more of the funds being allocated to the General Fund than should have been. As a result, the revenue allocated to the General Fund will be lower than in the past.
Licenses & Permits	The bulk of the revenue in this category comes from Building Permits and Plan Review Fees. It is a decrease from 2026 due to a reduction of the number of anticipated permits from Dwyer Farms based on staff's review of the activity in 2025. The 2027 Budget was calculated using the following building permit volumes: • 1 quick service restaurant • 72 single family homes (Dwyer Farms) • A few non-residential alterations/additions at LPKC (i.e. security, racking, tenant finish, etc.)
Fines & Forfeitures	For 2027, the estimate for this revenue has decreased based on the trend from 2024 through 2026 year-to-date. The number and type of tickets issued can have a significant impact on this revenue source.

Charges for Services	• Increase for new homes at Dwyer Farms receiving trash service. The City charges customers half of the trash service cost. • Staff increased revenue for The Greenspace memberships, based on membership data. • Staff increased Park & Rec Program revenue due to increased class offerings and participation.
Reimbursements/Miscellaneous	No change.
Investment Income	No change.

Expenditures

The budget is an estimate of resources needed to carry out the level of services the Governing Body offers its citizens. The approved budget sets the legal level of budget authority at the fund level, which the City cannot exceed without going through the statutory budget amendment process.

Changes in expenditures between budget years can occur for several reasons: (1) County/State/Federal mandates/change in charges/fees; (2) inflation; (3) change in level of service, including corresponding changes in personnel; (4) more refined budgeting for a program(s) based on actual experience, etc.

The 2027 Recommended Budget includes two major changes outside the typical inflationary increases to cost or increases level of service cost: (1) Increase to Contracted Policing Services and (2) Inclusion of CIP Administration as New Department in the General Fund. Details of those changes are below.

Excluding these items (JCSO and CIP Admin), expenditures would have *decreased* by 0.2%, well below the 2.7% inflation rate. Appendix A includes information about the changes in each department's budget from year to year.

Multi-Year Contract with Johnson County Sheriff's Office for Policing Services

In March 2026, the Edgerton City Council did a work session with the Johnson County Sheriff's Office to discuss the contract to provide policing services for 2027. At that work session, City Council gave consensus for a 26.7% increase in cost for 2027, resulting in expenditure growth well exceeding the inflation rate. In addition, Council gave consensus for that multi-year contract to include an 8% increase in 2028 and 7% increase in 2029 to provide certainty for those coming years.

New Department in 2027

A new department, CIP Administration, has been added to the General Fund in 2027. This department will track salary, wage and other staff costs for positions responsible for managing the City's Capital Improvement Program (CIP). Those positions are: 100% CIP Project Manager, 100% Construction Inspector and 20% Public Works Director.

Previously, these personnel costs were budgeted in the Capital Projects Fund and supported by the LPKC Phase 1 Maintenance Fee and by project-based inspection budgets. As abated properties return to the tax rolls, the Maintenance Fee decreases each year and will eventually be eliminated. To ensure continued support for CIP projects, funding for these staff positions must shift to the General Fund.

Any remaining staffing funds in the Capital Projects Fund at the end of 2026 will be transferred to the General Fund to help offset CIP Administration costs. In addition, the LPKC Phase 1 Maintenance Fee will continue to be transferred to the General Fund annually until all abated properties in LPKC Phase 1 have returned to the tax rolls. The Maintenance Fee is projected to decline substantially in 2028 and end entirely 2032.

Moving these staff members to the General Fund also increases related expenditures in the Employee Benefits Department and the Information Technology Department.

Other Sources & Uses

Transfers from/to other funds are listed in this section of the fund schedule. These transactions are more of a one-time occurrence vs being routine. The tables below provide details about the transfers listed for 2027.

Transfer From	Amount	Description	Change 2026-2027
Capital Projects Fund	$199,013	Unspent funds returned when projects are closed.	The costs for the CIP Administration staff have been moved to the General Fund in 2027. The amount of this transfer is the estimated amount remaining in the projects at 12/31/2026 where those staff costs have been tracked through 2026.
TIF Funds	$2,507	Fee the City is allowed to collect for administering the TIF project plans. See Note 1 below for further details.	Increased from $1,486. Reflects the increase in assessed value in the Homestead Lane TIF District (Maverik, IHOP).
LPKC Ph 1 Public Infrastructure Fund	$628,903	LPKC Ph 1 Maintenance Fee used to fund operations of the Greenspace per Council direction provided at the June 13, 2024, Greenspace Work Session. LPKC Ph 1 Maintenance Fee used to offset CIP Administration staff costs that have been moved from the Capital Projects Fund to the General Fund starting in 2027.	The amount for the Greenspace operations decreased due to the reduction in operating hours as well as refining the budget now that the building has been open for a year. The amount for CIP Administration staff support is $342,115.

Note 1: There are currently two project plans: (1) A1 – On the Go Travel Plaza and (2) B1 – Edgerton Crossing. As of publication of the work session packet, the TIF budget information had not yet been received from the County Clerk. The amount is an estimate and could change once the TIF fund budgets are calculated. The TIF fund budgets will be provided to Council at a later date.

The Transfers To table below includes funding for both residential property tax rebate programs included in 2026 Budget. The Senior Property Tax Rebate Program remains the same as years past, simply the location of the program is now housed within the Transfers To as it a program that gets considered for funding on an annual basis.

For the 2026 Budget, City Council approved the new Residential Property Tax Rebate Program. That program allows Edgerton property owners to apply for a 10% rebate of the city-portion of property taxes paid on owner-occupied single and two-family residential dwellings. **For 2027 Budget, Mayor Roberts requested staff increase that program to a 40% rebate of the city-portion of property taxes**.

Transfer To	Amount	Description	Change 2026-2027
Equipment Reserve Fund-General	$175,000	Fund vehicles/equipment replacements used in the general operations of the City per the 5-year Vehicle & Equipment Replacement Plan	Increased from $125,000 to ensure adequate funding for the current plan and future years.
IT Equipment Reserve Fund-General	$30,000	Fund IT equipment replacements used in the general operations of the City per the 3-year IT Equipment Replacement Plan	Decreased by $10,000 based on projected ending balance at the end of the current plan (2029) and the estimated cost of replacements outside the current planning period.
Capital Projects Fund	$681,799	Funding for general City projects as approved in the CIP.	Increased from $0. Includes funding for the stormwater projects at W 8th St & W Nelson St (A) and (B) approved by City Council in October 2025.
Senior Property Tax Rebate	$65,000	100% Rebate of City portion of the tax bill for residents 65 & Older who own and occupy their home.	No change in amount. Used to be housed in the Economic Development Department.
Residential Property Tax Rebate	$208,000	40% Rebate of City portion of the tax bill for residents under 65 who own and occupy their home.	Mayor proposed increase from the 10% rebate approved for 2026.

Ending Balance and Reserves

The carryforward balance from 2025 to 2026 was greater than estimated during the 2026 Budget process due to lower expenditures for 2025 than originally forecast as well as some revenue sources exceeding projections. The projected balance at the end of 2026 and 2027 exceeds the required reserves, leaving funding available for projects or other priorities.

Appendix A – Expenditures Approved Budgets Year-to-Year Detail

General Government

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section. • Increase in contractual residential trash service for existing homes based on new contracted amount with Gardner Disposal and for new homes at Dwyer Farms receiving trash service. The City charges customers for half of the trash service cost. • Increase in support for Johnson County Utility Assistance Program • Increase audit costs based on new contract	• Increase in contractual residential trash service for new homes at Dwyer Farms receiving trash service. The City charges customers for half of the trash service cost. • Increase in support for Johnson County Utility Assistance Program • Increase in support for UCS Human Services Fund • Added support for the Edgerton Community Food Pantry • Added support for the Indigo Thrift Foundation • Increase in investment advisor fees to reflect trend as the portfolio has grown since the City began using these services.

Law Enforcement

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of the 2024 Compensation and Benefits Study • Includes 8.2% increase in policing contract with Johnson County Sheriff's Office. • Increase in prisoner board fees from $85/day to $100/day. • Reduced outside court hours for the prosecutor based on review of actual hours spent on tasks outside of court.	• Includes a 26.7% increase in policing contract with Johnson County Sheriff's Office per direction given at the work session on March 26, 2026. • Increase in prisoner board fees from $100/day to $112.50/day. • Reduced hours for the prosecutor based on review of actual hours spent both inside court and outside of court.

Public Works

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of the 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section. • Increase in streetlight costs for the addition of electric service for lights in Dwyer Farms phases 1 and 2. • Reduction of traffic signal electric costs to reflect the trend in actual amount spent the last few years.	• Change in Allocation of the Public Works Director position from 50% Public Works to 30% Public Works and 20% CIP Administration. • Career progression for existing staff. • Increase in training costs to add concrete/asphalt classes for all staff.

• Reduction in cost for Homestead Ln mowing due to trend in bids for this work. • Increase in engineering services to align with actual spent the last few years for City Engineer services. • Increase in equipment to cover the cost of replacing one portable radio since the cost is less than the threshold for the Vehicles & Equipment Replacement Plan.	

CIP Administration

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended

• N/A – New department in 2027	• New department in 2027
	• Salaries/wages & other miscellaneous staff costs for:
	  ○ 100% of the CIP Project Manager position
	  ○ 100% of the Construction Inspector position
	  ○ 20% of the Public Works Director position

Parks

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of the 2024 Compensation and Benefits Study. • Increase in funding for new programs based on results of the Citizen Survey and the Greenspace Grand Opening Survey • Increase in costs for July 3rd event • Decrease in professional services for tree trimming	• Reduction in Movie Night cost. City purchased equipment in 2025. • Increase in program costs to be able to offer more creative-type and active-type programs. • Added funds for a bike safety rodeo event. • Removed the budget for Frontier Days per direction given at the May 28, 2026, Council meeting. • Changed the allocation for the Facilities Maintenance Tech I from 20% Parks and 80% Facilities to 100% Facilities. • Funding for new fall event approved in the 2026 Budget will be used for the new Monsters & Motors event. The funding for this new event remains unchanged in the 2027 Budget.

Facilities

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of the 2024 Compensation and Benefits Study and addition of an amount for career progression. • Decrease in insurance as the 2025 Budget included an estimated premium amount for The Greenspace which was higher than the actual amount from the 2025 renewal. • Decrease in professional services based on current contracts. • Increase in maintenance contracts for The Greenspace as the one-year warranty period for the various building components expires in 2026.	• Changed the allocation for the Facilities Maintenance Tech I from 20% Parks and 80% Facilities to 100% Facilities. • Increase in rent for office space at 312B E Nelson per the new lease agreement. • Reduction in cost for part-time Greenspace staff due to reduction in operating hours. • Reduction in cost of chemicals for the splash pad.

Fleet Maintenance

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in insurance and fuel due to the addition of vehicles. • Increase in vehicle maintenance to reflect actuals the last couple of years. • Decrease in equipment based on the amount spent in recent years.	• Increase in insurance and fuel based on expenditures for the last few years as well as the increase in gas prices. • Increase in equipment maintenance to reflect actuals the last couple of years. • Decrease in equipment based on the amount spent in recent years.

Community Development

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in wages for implementation of the 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section. • Decrease in postage, printing and legal services based on the trend in actual amounts spent. • Decrease in professional services due to refining the estimated cost for third party inspections while the in-house inspector is on vacation, sick, etc.	• Decrease in Animal Control related expenditures per review of transactions the last few years. • Decrease in Planning Commission expenditures based on actuals.

Economic Development

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Increase in the BNSF increment.	• Increase in the BNSF increment. • Increase in the amount of utility sales tax transferred to the LPKC Phase 1 Public Infrastructure Fund. The same reports from the utilities used to allocate franchise tax are also used to identify utility sales tax that is required to be transferred to the LPKC Phase 1 Public Infrastructure Fund. The amount of utility sales tax to transfer will be more due to errors on past reports. • Moved Senior Property Tax Rebate Program to Other Sources & Uses (i.e. transfers)

Information Technology

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Decrease in costs for contracted IT support services based on the current contract. • Significant decrease in the cost of cyber insurance.	• Decrease in the cost of cell phones due to reduced plan prices from the carrier. • Increase in the cost of cyber insurance due to the increase in premium at the April 1, 2026, renewal. • Decrease in cost of viewer software. • Addition of IT related costs for the CIP Administration staff that were previously tracked in the Capital Projects Fund.

Employee Benefits

2025 Budget – 2026 Budget	2026 Budget -2027 Recommended
• Estimating a 6% increase in health insurance premiums and a 3% increase in premiums for dental and vision • Decrease in KPERS Rate from 10.71% to 10.59% • Increase in number of employees • Increase due to career progression and added positions	• Estimating a 6% increase in health insurance premiums and a 3% increase in premiums for dental and vision. • Decrease in KPERS Rate from 10.59% to 10.44% • Addition of the CIP Administration staff costs to the General Fund starting in 2027. These costs were previously tracked in the Capital Projects Fund.

Appendix B

City of Edgerton
Calculation of the Adjustment to the RNR
for the 2027 Budget
As of 6/15/2026

Real Property

Class	Description	Nov 2025	6/15/2026 Assessed Value #'s Co Clerk	Corrections	Adj #'s	Change Nov 2025-6/15/2026 Adj	Council Policy
R	Residential Including Apartments	$ 16,447,282	$ 19,308,831	$ -	$ 19,308,831	$ 2,861,549	capture revenue incr up to CIP-U
A	Agricultural Land Use & Improvements	$ 173,338	$ 166,696	$ -	$ 166,696	$ (6,642)	capture all revenue
C	Commercial & Industrial	$ 36,512,017	$ 71,790,425	$ -	$ 71,790,425	$ 35,278,408	capture all revenue
V	Vacant Lots	$ 5,071,639	$ 5,617,811	$ -	$ 5,617,811	$ 546,172	capture all revenue
N	Not for Profit	$ -	$ -	$ -	$ -	$ -	capture all revenue
O	All Other Real Property	$ 1,872	$ 1,872	$ -	$ 1,872	$ -	capture all revenue
U	Utilities	$ -	$ -	$ -	$ -	$ -	capture all revenue
ED	Exempt Dam	$ -	$ -	$ -	$ -	$ -	capture all revenue
EI	Exempt IRB	$ -	$ -	$ -	$ -	$ -	capture all revenue
EIC	Exempt IRB for Com	$ -	$ -	$ -	$ -	$ -	capture all revenue
EIR	Exempt IRB for Res	$ -	$ -	$ -	$ -	$ -	capture all revenue
EIV	Exempt IRB for Vac	$ -	$ -	$ -	$ -	$ -	capture all revenue
EX	Exempt Ec Dev	$ -	$ -	$ -	$ -	$ -	capture all revenue
EXC	Exempt Ec Dev for Com	$ -	$ -	$ -	$ -	$ -	capture all revenue
EXR	Exempt Ec Dev for Res	$ -	$ -	$ -	$ -	$ -	capture all revenue
EXV	Exempt Ec Dev for Vac	$ -	$ -	$ -	$ -	$ -	capture all revenue
E	All Other Tax Exempt Property	$ -	$ -	$ -	$ -	$ -	capture all revenue
	Total Real Property	$ 58,206,148	$ 96,885,635	$ -	$ 96,885,635	$ 38,679,487	

Personal Property

Class	Description	Nov 2025	6/15/2026 Assessed Value #'s Co Clerk	Adj	Adj #'s	Change Nov 2025-6/15/2026 Adj	Council Policy
	Personal Property	$ 163,726	$ 132,841	$ -	$ 132,841	$ (30,885)	capture all revenue

State Assessed

Class	Description	Nov 2025	6/15/2026 Assessed Value #'s Co Clerk	Adj	Adj #'s	Change Nov 2025-6/15/2026 Adj	Council Policy
	State Assessed	$ 35,824,312	$ 36,146,580	$ -	$ 36,146,580	$ 322,268	capture all revenue
	Grand Totals	$ 94,194,186	$ 133,165,056	$ -	$ 133,165,056	$ 38,970,870	

Calculation of Adjustment to RNR

Total Allowable Change in <u>Assessed</u> Value Per Council Policy		$ 38,171,405
Nov 2025 Mill Rate for the 2026 Budget		29.592
Allowable increase in Property Tax **<u>Revenue</u>** per Council Policy		$ 1,129,568
Property Tax Levied 2025 for 2026 Budget		$ 2,787,420
Total Property Tax Revenue for the 2027 Budget		$ 3,916,988
Base Mill Rate Needed		29.415
Mill Rate Needed for GO Debt Service	$ -	-
Total Mill Rate Needed		**29.415**
RNR		20.932
Estimated Adjustment to the RNR		8.483
<u>Decrease</u> in Mill Rate from 2026 Budget to 2027 Budget		(0.177)

* Due to Council Policy of only allowing an increase in Residential Assessed Value equal to the rate of inflation, the City is removing $799,465 of assessed value out of the property tax calculation, resulting in forgone revenue of $23,658.

City of Edgerton
Policy Regarding Adjustments to the RNR
Adopted by Council on 6/10/2021

Categories of Adjustments to the RNR:
1 Roll off of incentives, including abatements
2 New territory/annexations
3 Growth in assessed value for non-residential properties
4 Growth in assessed value of residential property due to inflation based on the CPI-U
5 Issuance of GO debt
6 County errors

Appendix C

City of Edgerton
General Fund Summary of Audits

	2023 Actual	2024 Actual	2025 Actual
Balance 1/1	$ 2,368,806	$ 2,812,785	$ 2,669,938
Revenues:			
Ad Valorem Tax	2,356,031	1,773,269	2,390,896
City TIF Increment	(50,434)	(51,025)	(68,110)
LPKC PILOT	-	646,693	654,644
Delinquent Tax	3,787	16,929	14,129
Motor Vehicle Tax	47,821	48,548	49,967
Recreational Vehicle Tax	1,011	973	1,104
16/20M Vehicle Tax	311	209	141
Local Alcoholic Liquor Tax	6,048	7,864	7,431
City 1% Use Tax	425,015	334,632	370,043
County Use Tax	140,915	137,052	165,177
City 1% Sales Tax	674,555	609,230	672,712
County Sales Tax	408,065	393,706	462,976
Franchise Tax	238,816	240,995	230,284
Licenses & Permits	311,111	90,723	215,921
Charges for Services	121,730	113,011	162,174
Fines & Forfeitures	87,003	112,482	82,644
Reimbursements/Miscellaneous	17,952	17,173	32,276
Investment Income	57,757	161,824	135,675
Total Revenue	$ 4,847,494	$ 4,654,288	$ 5,580,084
Expenditures:			
General Government	1,089,842	1,093,090	1,107,882
Law Enforcement	561,313	628,843	642,761
Public Works	618,697	700,840	734,556
Parks	323,154	442,475	513,242
Facilities	109,860	121,276	408,240
Fleet Maintenance	60,568	62,749	79,063
Community Development	401,186	368,103	408,256
Economic Development	428,159	500,883	558,946
Information Technology	89,074	91,325	107,134
Employee Benefits	524,399	566,648	676,108
Total Expenditures	$ 4,206,252	$ 4,576,232	$ 5,236,188
Revenues Over(Under) Expenditures	**$ 641,242**	**$ 78,056**	**$ 343,896**
Other Financing Sources & Uses			
Transfers from Other funds:			
Transfer from Capital Projects Fund	$ 86,907	$ 17,882	$ 59,589
Transfer from LPKC Ph 1 PIF	$ -	$ -	$ 305,520
Transfer from TIF Funds-City TIF Fee	$ 5,321	$ 1,901	$ 1,426
Transfers to Other Funds:			
Transfer to Equipment Reserve Fund-General	(176,000)	(125,000)	(132,525)
Transfer to IT Equipment Reserve Fund-General	$ -	$ -	$ (40,000)
Transfer to Capital Projects Fund	(113,491)	(115,686)	(37,740)
Total Other Financing Sources & Uses	$ (197,263)	$ (220,903)	$ 156,270
Balance 12/31	**$ 2,812,785**	**$ 2,669,938**	**$ 3,170,104**

City of Edgerton
General Fund - REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Mill Rate:	29.672	29.592		29.415 calculated
Revenue from 1 Mill:	$82,385	$94,169		$133,165 est.
Balance 1/1	$ 2,288,368	$ 2,467,823	$ 3,170,104	$ 2,993,953
Revenues:				
Ad Valorem Tax	2,444,546	2,787,420	100%	3,940,620
City TIF Increment	(69,531)	(68,110)	100%	(99,122)
City RHID Increment	-	(18,665)	100%	(84,044)
LPKC PILOT	604,876	615,029	103%	517,355
Delinquent Tax	-	-	-	-
Motor Vehicle Tax	50,377	51,689	100%	55,036
Recreational Vehicle Tax	729	730	100%	855
16/20M Vehicle Tax	141	141	182%	360
Local Alcoholic Liquor Tax	8,500	8,500	88%	7,500
City 1% Use Tax	308,000	340,000	113%	385,000
County Use Tax	157,000	150,000	110%	155,000
City 1% Sales Tax	616,100	625,000	112%	707,000
County Sales Tax	412,150	415,000	113%	429,000
Franchise Tax	235,000	235,000	57%	135,000
Licenses & Permits	383,976	182,528	100%	151,183
Charges for Services	143,830	172,876	108%	191,020
Fines & Forfeitures	120,000	100,000	85%	85,000
Reimbursements/Miscellaneous	-	15,000	145%	15,000
Investment Income	20,000	100,000	100%	100,000
Total Revenue	$ 5,435,694	$ 5,712,138	102%	$ 6,691,763
Expenditures:				
General Government	1,125,955	1,225,182	97%	1,265,534
Law Enforcement	698,244	738,652	97%	885,323
Public Works	779,614	847,592	97%	850,114
CIP Administration	-	-	0%	200,341
Parks	544,653	609,828	97%	591,782
Facilities	506,786	506,088	97%	504,072
Fleet Maintenance	80,027	82,272	97%	84,262
Community Development	437,770	453,126	97%	447,872
Economic Development	593,147	610,291	99%	588,952
Information Technology	143,305	118,237	97%	119,001
Employee Benefits	703,668	757,378	97%	845,108
Total Expenditures	$ 5,613,169	$ 5,948,646	97%	$ 6,382,361
Revenues Over(Under) Expenditures	**$ (177,475)**	**$ (236,508)**		**$ 309,402**
Other Financing Sources & Uses				
Transfers from Other funds:				
Transfer from Capital Projects Fund	$ -	$ -	-	$ 199,013
Transfer from LPKC Ph 1 PIF	$ 301,211	$ 302,152	100%	$ 628,903
Transfer from TIF Funds-City TIF Fee	$ 1,459	$ 1,486	99%	$ 2,514
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-General	(125,000)	(125,000)	100%	(175,000)
Transfer to IT Equipment Reserve Fund-General	(40,000)	(40,000)	100%	(30,000)
Transfer to Capital Projects Fund	-	-	100%	(705,431)
Senior Property Tax Rebate	-	-	0%	(65,000)
Residential Property Tax Rebate	-	(45,000)	100%	(208,000)
America's Semi Quincentennial (one-time expd)	-	(15,000)	100%	-
Total Other Financing Sources & Uses	$ 137,670	$ 78,638		$ (353,001)
Balance 12/31	**$ 2,248,563**	**$ 2,309,953**	**$ 2,993,953**	**$ 2,950,354**

	2026 Estimate	2027 Recommended
Undesignated Reserve:	$ 961,270	$ 1,035,001
Portion Designated for Self-Insured Losses:	$ 50,000	$ 50,000
Reserve Per Policy - 17% of Budgeted Expenditures:	$ 1,011,270	$ 1,085,001
Unencumbered Cash Over(Under) Requirement:	$ 1,982,684	$ 1,865,353
Undesignated Reserve:	$ 1,437,162	$ 1,545,590
Portion Designated for Self-Insured Losses:	$ 50,000	$ 50,000
Reserve Per Policy - 25% of Budgeted Expenditures:	$ 1,487,162	$ 1,595,590
Unencumbered Cash Over(Under) Requirement:	$ 1,506,792	$ 1,354,764

City of Edgerton
2027 Budget Work Session
July 9, 2026

Utility Funds Budget

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July 1, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director

Re: 2027 Recommended Water Fund Budget

Attached please find the 2027 Recommended Budget for the Water Fund. This fund contains the water utility operation of the City.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). New for 2027, staff did additional research and discovered that the BLS also provides a more detailed CPI-U specific to Water and Sewerage Maintenance. Staff added a column to the chart below to include this measure.

In January 2026 BLS released the general CPI-U for the twelve months ending December 2025 which was 2.7%. The Water and Sewerage Maintenance CPI-U for this same time period was 4.6%. The table below shows the history of both the CPI-U and CPI-U Water/Sewer for the last five years.

December 31st	CPI-U	CPI-U Water/Sewer
2020	1.4%	3.3%
2021	7.0%	3.5%
2022	6.5%	4.5%
2023	3.4%	4.7%
2024	2.9%	5.6%
2025	2.7%	4.6%

When compared to the general CPI-U, the CPI-U for Water and Sewerage Maintenance illustrates that the inflation rate for providing water and sewer services is generally outpacing overall U.S. inflation, especially in recent years and historically over the long term. Contributing factors likely include aging infrastructure and surging operational costs specific to utilities (i.e. specialized labor, chemicals, equipment, etc.).

2026 Estimate

The 2026 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2026 compared to the budget approved for 2026. A line item with an estimate of more than 100% means that staff expect 2026 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipate the 2026 activity to be less than the budget.

2027 Revenues

Water utility operations are considered an enterprise, and as such, the funding for operations comes from user charges. The user charges needed to fund the utility operations are calculated based on the operation and maintenance costs required to run the utility, the debt service payments required on outstanding debt and any costs for capital outlay, such as equipment or capital improvements to the system.

Charges for Services

- The revenues are from the 2026 Rate Study Report prepared by Raftelis, which is included in this packet for reference.
- The majority of increase in charges for services revenue is driven by new home construction in the Dwyer Farms subdivision. In preparation of the 2027 Budget, Staff worked with Lennar on their projected build out of homes for both 2026 and 2027. Staff then verified that projection based on speed of construction seen to date. For all items directly impacted by new home construction from Dwyer Farms (across entire 2027 Budget), staff is using the following home construction estimates:
    - 2026: 154 homes constructed by end of 2026
    - 2027: 72 homes (average 6 per month) constructed throughout 2027
    - 2028: 53 homes (average 6 per month until reach full build out of 279 homes)
- New homes in Dwyer Farms directly impact two categories of charges for services – Sale of Water and New Installations.
    - Sale of Water (Dwyer): The 2026 rate study completed by Raftelis includes increased revenue from water sold based on projections for new homes anticipated to be constructed at Dwyer Farms.
    - New Installations (Dwyer): This category also includes an increase in revenue for one-time new installation fees charged for new homes connecting to the city's water system. These one-time fees cover the cost of purchasing/installing new meters. The revenue is based on 72 new installations in 2027 as referenced above.
- Water Rate Increase: The 2026 Rate Study Report recommends a small increase of $1.98 per month for the average customer for 2027. This increase is lower than projected rate increase in the previous rate study.
    - If there is consensus to adopt the recommendation in the 2026 Rate Study Report, staff would bring back the updated fee resolution for Council consideration at a meeting in September.
- This category also includes the tower rent received from AT&T. There is a small increase for this source based on annual increases built into the lease agreement.

Fines & Forfeitures

- The 2027 Budget remains the same as the 2025 and 2026 Budgets.

Investment Income

- The 2027 Budget remains the same as the 2026 Budget.

2027 Expenditures

Fleet Maintenance
- Decrease in insurance cost due to purchase of additional vehicles to support General Fund activities, lowering the allocation to the Water Fund.
- Decrease in fuel budget to be more in line with the trend from the last few years.

Information Technology
- Decrease in the cost of cell phones due to reduced plan prices from the carrier.
- Increase in the cost of cyber insurance due to the increase in premium at the April 1, 2026, renewal.
- Increase in cost for software maintenance contracts.

Production
- Includes significant increase in water purchase based on new homes constructed at Dwyer Farms (based on numbers previously noted). This increase is offset by estimated Charges for Services revenue. If build out is slower than expected or consumption less that projected, the City will purchase less water and collect less user charges for services.
- Reflects the final contract with Baldwin City which was approved on February 13, 2025.
- Includes an estimated increase in the transportation fee from Water 7. Staff are working with Water 7 on the contract renewal, and do not anticipate completing that process prior to our budget deadlines. The transportation fee from Water 7 has not increased since the contract was signed in 2006.
- **Staff are currently negotiating the renewal of the City's water supply contract with Miami RWD #2**. The City and RWD #2 have agreed to an interim water rate to be used while contract negotiations continue. Because we do not anticipate a finalized contract prior to the statutory deadlines for adoption of the 2027 Budget, staff have based the 2027 budget projections on this interim rate. Once a new contract is approved, staff will evaluate the impact of the final rate on the 2027 Budget. **Depending on the outcome, an amendment to the adopted budget may be necessary, along with a potential adjustment to water rates to account for the cost of the final contracted rate**.

Distribution
- The decrease in this department is due to allocating 50% of the cost of new meters to the Sewer Fund. These meters are used to measure water consumption for water billing and to determine volume for sewer billing, making it appropriate to share the cost between the two funds. The cost allocated includes an amount for meters at the new homes in Dwyer Farms as well as the amount in the meter replacement plan for 2027.
- Also included in the 2027 Budget is the cost to update the Lead & Copper Service Line Inventory.

Administrative-Water
- Increase in wages due to reallocation of the Public Works Director position. This position was previously allocated 50% to the General Fund and 50% to the Capital Projects

Fund. The new allocation is: 30% General Fund, 15% Water Fund, 35% Sewer Fund and 20% Capital Projects Fund. Staff evaluated the responsibilities of the Public Works Director position and determined that a significant portion of the workload is directly related to utility operations. Because the City owns and operates a sewer treatment plant and multiple lift stations, a greater share of the Director's time is dedicated to sewer operations resulting in a higher allocation to the Sewer Fund.
- Increase in the cost of some of the required lab tests.

Employee Benefits

- Increase in benefits tied to the Public Works Director as a result of the new allocation for this position.
- Includes a 6% increase in health insurance premiums and a 3% increase in dental and vision insurance premiums based on information from the City's provider, Midwest Public Risk. The City has been fortunate that actual increases in the last few years have been less than 6%.
- Includes a decrease in the KPERS employer rate. The rate will go from 10.59% to 10.44%.

Debt Service

- Includes the State Revolving Loan payments for the AMI meter system. The loan is scheduled to be paid off in 2037.

Transfers to Other Funds

The Water Fund makes scheduled transfers to reserve funds to build the necessary savings for upcoming equipment purchases and long-term infrastructure needs. The transfers included in the 2027 Budget are itemized below.

Transfer To	Amount	Description	Change 2026-2027
Equipment Reserve Fund-Water	$30,000	Fund vehicles/equipment replacements used in the water utility operations per the 5-year Vehicle & Equipment Replacement Plan.	No change.
IT Equipment Reserve Fund-Water	$10,000	Fund IT equipment replacements used in the water utility operations per the 3-year IT Equipment Replacement Plan.	No change.
Infrastructure Fund-Water	$15,000	Fund major repairs/replacement of sewer system infrastructure components.	No change.

Ending Balance and Reserves

The projected balance at the end of 2027 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2026 Rate Study Report is a forecast that relies on assumptions made about expenditures, customer base, debt service requirements, etc. These factors can change, and as more information is obtained, the assumptions will be updated.

Staff continue to work on the inventory of the water system components to analyze and develop a replacement plan. Planned transfers to the Infrastructure Fund-Water in each year of the financial plan will provide a funding mechanism for the needs identified and will be reviewed annually to determine if the amount is adequate.

The five-year Capital Improvement Plan includes a list of unfunded water projects. The five-year financial plan from the 2026 Rate Study only provides funding for the Water Master Plan in 2029 as approved by Council in the 2026-2030 CIP.

A final future consideration that might affect the financial plan is the renewal of the City's wholesale water contract with Miami County Rural Water District No. 2 and the City's transportation contract with Johnson County Water District No. 7. Negotiations are currently in progress.

City of Edgerton
Water Fund

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 211,413	$ 242,199	$ 374,244	$ 346,284
Revenues:				
Charges for Services	533,440	785,369	93%	809,926
Fines & Forfeitures	8,000	8,000	100%	8,000
Reimbursements	-	-	-	-
Investment Income	2,500	8,500	100%	8,500
Total Revenue	$ 543,940	$ 801,869	93%	$ 826,426
Expenditures:				
Fleet Maintenance	8,763	8,277	95%	8,021
Information Technology	39,711	36,421	95%	37,215
Production	204,766	322,900	100%	311,120
Distribution	70,460	105,530	95%	88,905
Administrative - Water	178,269	201,119	95%	230,746
Employee Benefits	46,885	50,156	95%	57,738
Debt Service	14,956	14,959	100%	14,958
Total Expenditures	$ 563,810	$ 739,362	97%	$ 748,703
Revenues Over(Under) Expenditures	**$ (19,870)**	**$ 62,507**		**$ 77,723**
Other Financing Sources & Uses:				
Transfers from Other funds:				
Transfer from Capital Projects Fund	-	-	0%	-
Transfers to Other Funds:				
Transfer to Equipment Reserve Fund-Water	(25,000)	(30,000)	100%	(30,000)
Transfer to Infrastructure Fund-Water	(7,500)	(15,000)	100%	(15,000)
Transfer to IT Equipment Reserve-Water	(5,000)	(10,000)	0%	(10,000)
Transfer to Capital Projects Fund	-	-		-
Total Other Financing Sources & Uses	**$ (37,500)**	**$ (55,000)**	**100%**	**$ (55,000)**
Balance 12/31	**$ 154,043**	**$ 249,706**	**$ 346,284**	**$ 369,007**

	2026 Estimate	2027 Recommended
Reserve Per Policy - 17% of Budgeted Expenditures:	$ 125,692	$ 127,280
Unencumbered Cash Over(Under) Requirement:	$ 220,592	$ 241,727
Reserve Per Policy - 25% of Budgeted Expenditures:	$ 184,841	$ 187,176
Unencumbered Cash Over(Under) Requirement:	$ 161,443	$ 181,831

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global routes. local roots.

July 1, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director

Re: 2027 Recommended Sewer Fund Budget

Attached please find the 2027 Recommended Budget for the Sewer Fund. This fund contains the sewer utility operation of the City.

Throughout the annual budget process, the City Council approved the use of the Consumer Price Index for All Urban Consumers (CPI-U) as reported by the US Bureau of Labor Statistics (BLS). New for 2027, staff did additional research and discovered that the BLS also provides a more detailed CPI-U specific to Water and Sewerage Maintenance. Staff added a column to the chart below to include this measure.

In January 2026 BLS released the general CPI-U for the twelve months ending December 2025 which was 2.7%. The Water and Sewerage Maintenance CPI-U for this same time period was 4.6%. The table below shows the history of both the CPI-U and CPI-U Water/Sewer for the last five years.

December 31st	CPI-U	CPI-U Water/Sewer
2020	1.4%	3.3%
2021	7.0%	3.5%
2022	6.5%	4.5%
2023	3.4%	4.7%
2024	2.9%	5.6%
2025	2.7%	4.6%

When compared to the general CPI-U, the CPI-U for Water and Sewerage Maintenance illustrates that the inflation rate for providing water and sewer services is generally outpacing overall U.S. inflation, especially in recent years and historically over the long term. Contributing factors likely include aging infrastructure and surging operational costs specific to utilities (i.e. specialized labor, chemicals, equipment, etc.).

2026 Estimate

The 2026 estimated revenues and expenditures reflect staff's evaluation of the activity so far in 2026 compared to the budget approved for 2026. A line item with an estimate of more than 100% means that staff expect 2026 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipate the 2026 activity to be less than the budget.

Revenues

The sewer utility operations are considered an enterprise, and as such, the funding for operations comes from user charges. The user charges needed to fund the utility operations are calculated based on the operation and maintenance costs required to run the utility, the debt service payments required on outstanding debt and any costs for capital outlay such as equipment or capital improvements to the system.

Licenses & Permits

- This revenue is generated from businesses that are using holding tanks because they are not yet connected to the City's wastewater system. Only one business remains on a holding tank, the same as in the 2026 Budget.

Charges for Services

- The revenues are from the 2026 Rate Study Report prepared by Raftelis, which is included in this packet for reference.
- The majority of increase in charges for services revenue is driven by new home construction in the Dwyer Farms subdivision. In preparation of the 2027 Budget, staff worked with Lennar on their projected build out of homes for both 2026 and 2027. Staff then verified that projection based on speed of construction seen to date. For all items directly impacted by new home construction from Dwyer Farms (across entire 2027 Budget), staff is using the following home construction estimates:
  - 2026: 154 homes constructed by end of 2026
  - 2027: 72 homes (average 6 per month) constructed throughout 2027
  - 2028: 53 homes (average 6 per month until full build out of 279 homes)
- New homes in Dwyer Farms directly impact two categories of charges for services – Charges for Sewer Treatment and New Installations.
  - Charges for Sewer Treatment (Dwyer): Raftelis included an increase in revenue from sewer treated based on projections for new homes anticipated to be constructed at Dwyer Farms.
  - New Installations (Dwyer): This category also includes an increase in revenue for one-time new installation fees charged for new homes connecting to the city's sewer system. These one-time fees cover the cost of purchasing and installing new water meters – which are used to collect water consumption data that is the basis for residential sewer charges. The revenue is based on 72 new installations in 2027 as referenced above.
- Sewer Rate Increase: The 2026 Rate Study Report recommends a small increase of $1.23 per month for the average customer for 2027. This increase is lower than projected rate increase in the previous rate study.
  - If there is consensus to adopt the recommendation in the 2026 Rate Study Report, staff would bring back the updated fee resolution for Council consideration at a meeting in September.

Fines & Forfeitures

- The 2027 Budget is unchanged from the 2026 Budget.

Investment Income

- The 2027 Budget remains the same as the 2026 Budget.

Expenditures

Fleet Maintenance

- Decrease in insurance cost due to purchase of additional vehicles to support General Fund activities, lowering the allocation to the Sewer Fund.
- Decrease in fuel budget to be more in line with the trend from the last few years.

Information Technology

- Decrease in the cost of cell phones due to reduced plan prices from the carrier.
- Increase in the cost of cyber insurance due to the increase in premium at the April 1, 2026 renewal.
- Increase in software maintenance contracts.

Treatment Plant

- Decrease in lab/testing fees for priority pollutant scan only conducted in even years.
- Decrease in maintenance contracts amount due to spreading cost of centrifuge maintenance contract to each year vs. the whole amount in the even years when the service is performed.

Sewer Line Maintenance

- Starting in 2027 the cost of new water meters will be allocated 50% to the Water Fund and 50% to the Sewer Fund. These meters are not only used to measure water consumption for water billing but to also determine the volume used for sewer billing, making it appropriate to share the cost between the two funds. The cost allocated includes an amount for meters at the new homes in Dwyer Farms as well as the amount in the meter replacement plan for 2027.

Lift Stations/Vaults

- Small increase in chemicals to align with the increase in costs over the last few years.

Administrative-Sewer

- Increase in wages due to reallocation of the Public Works Director position. This position was previously allocated 50% to the General Fund and 50% to the Capital Projects Fund. The new allocation is: 30% General Fund, 15% Water Fund, 35% Sewer Fund and 20% Capital Projects Fund. Staff evaluated the responsibilities of the Public Works Director position and determined that a significant portion of the workload is directly related to utility operations. Because the City owns and operates a sewer treatment plant and multiple lift stations, a greater share of the Director’s time is dedicated to sewer operations resulting in a higher allocation to the Sewer Fund.

Employee Benefits

- Includes a 6% increase in health insurance premiums and a 3% increase in dental and vision insurance premiums based on information from the City’s provider, Midwest Public

Risk. The City has been fortunate that actual increases in the last few years have been less than 6%.
- Includes a decrease in the KPERS employer rate. The rate will go from 10.59% to 10.44%.

Debt Service

- Includes the payment for the Series 2016A and 2016B General Obligation Bonds for the conversion of the old treatment plant to a lift station. The project was completed in 2017. The bonds are scheduled to be paid off in 2046 and 2048, respectively.

Transfers to Other Funds

The Sewer Fund makes scheduled transfers to reserve funds to build the necessary savings for upcoming equipment purchases and long-term infrastructure needs. The Sewer Fund also transfers funding to the Capital Projects Fund per the approved CIP. The transfers included in the 2027 Budget are itemized below.

Transfer To	Amount	Description	Change 2026-2027
Equipment Reserve Fund - Sewer	$25,000	Fund vehicles/equipment replacements used in the sewer utility operations per the 5-year Vehicle & Equipment Replacement Plan	Increased from $15,000 to provide adequate funding for the current plan and in future years.
IT Equipment Reserve Fund - Sewer	$10,000	Fund IT equipment replacements used in the sewer utility operations per the 3-year IT Equipment Replacement Plan	No change.
Infrastructure Fund - Sewer	$20,000	Fund major repairs/replacement of sewer system infrastructure components.	No change.
Capital Projects Fund	$360,000	Funding for sewer system capital projects as approved in the CIP.	Increased from $50,000 to include funding for the first year of the H2S Manhole Lining project and the estimated local match associated with a potential grant opportunity.

Ending Balance and Reserves

The projected balance at the end of 2027 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2026 Rate Study Report is a forecast that relies on assumptions made about expenditures, customer base, debt service requirements, etc. These factors can change, and as more information is obtained, the assumptions will be updated.

Staff continues to work on the inventory of the sewer system components to analyze and develop a replacement plan. Planned transfers to the Infrastructure Fund-Sewer in each year of the financial plan will provide a funding mechanism for the needs identified and will be reviewed annually to determine if the amount is adequate.

While the financial plan includes funding for a couple of capital projects – CDBG, the H2S Manhole Lining Project and a potential grant match – it does not include funding for any projects on the sewer unfunded project list included in the 2026-2030 CIP.

City of Edgerton
Sewer Fund

		2025 Budget		2026 Budget		2026 Estimate		2027 Recommended
Balance 1/1	$	750,791	$	883,892	$	1,181,486	$	1,170,082
Revenues:								
Licenses & Permits		100		50		100%		50
Charges for Services		839,363		1,033,692		94%		1,046,329
Fines & Forfeitures		10,000		15,000		100%		15,000
Reimbursements		-		-		-		-
Bond Proceeds		-		-		-		-
Investment Income		3,500		25,000		100%		25,000
Total Revenue	$	852,963	$	1,073,742		94%	$	1,086,379
Expenditures:								
Fleet Maintenance		9,978		8,929		95%		8,644
Information Technology		50,423		43,421		95%		43,715
Treatment Plant		207,980		227,296		95%		224,694
Sewer Line Maintenance		13,200		13,200		95%		35,675
Lift Stations/Vaults		38,950		34,764		95%		34,864
Administrative - Sewer		310,661		345,141		95%		408,397
Employee Benefits		95,368		102,988		95%		121,341
Debt Service		195,438		193,338		100%		196,238
Total Expenditures	$	921,999	$	969,077		96%	$	1,073,568
Revenues Over(Under) Expenditures	**$**	**(69,036)**	**$**	**104,665**			**$**	**12,811**
Other Financing Sources & Uses:								
Transfers from Other funds:								
Transfer from LPKC Phase I Maintenance Fee		-		-		-		-
Transfer from Capital Projects Fund		-		-		-		-
Transfers to Other Funds:								
Transfer to Equipment Reserve Fund-Sewer		(15,000)		(15,000)		100%		(25,000)
Transfer to IT Equipment Reserve Fund-Sewer		(5,000)		(10,000)		100%		(10,000)
Transfer to Infrastructure Fund-Sewer		(20,000)		(20,000)		100%		(20,000)
Transfer to Capital Projects Fund		(50,000)		(50,000)		100%		(360,000)
Total Other Financing Sources & Uses	$	(90,000)	$	(95,000)		100%	$	(415,000)
Balance 12/31	**$**	**591,755**	**$**	**893,557**	**$**	**1,170,082**	**$**	**767,893**

Reserve Per Policy - 17% of Budgeted Expenditures:	$	164,743	$	182,507
Unencumbered Cash Over(Under) Requirement:	$	1,005,339	$	585,386
Reserve Per Policy - 25% of Budgeted Expenditures:	$	242,269	$	268,392
Unencumbered Cash Over(Under) Requirement:	$	927,813	$	499,501

Utility Rates FY 2027

2027 Proposed Average Monthly Water Charge

$51.05

an increase of

Water **$1.98**

2027 Proposed Average Monthly Sewer Charge

$41.31

an increase of

Sewer **$1.23**

2027 Proposed Trash and Recycling Charge

$11.00

an increase of

Trash **$0**

Average rates are based on 3,000 gallons per month usage

2027 Proposed Total Average Monthly Increase

$3.21

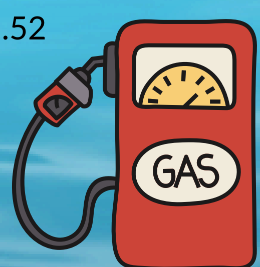
per month

This utility rate increase is less than a...

Box of cereal
$3.50

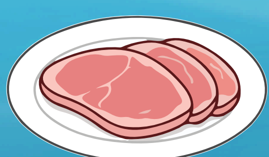
Iced Coffee
$5.47

One gallon of gas in KC Metro
$3.52



Bug spray
$4.00

One pound of pork chops
$4.87



How are rates set?

Both water and sewer are considered enterprise funds, which means they operate like a business. The user charges are based on how much money is needed to run the utility, any debt service payments and capital costs.

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UTILITIES

RAFTELIS

CITY OF EDGERTON

Water and Sewer Rate Study

June 30, 2026

Contents

Figures

Executive Summary

The City of Edgerton retained Raftelis in 2026 to update the City's utility financial plan. Raftelis reviewed the City's operating budgets, historical water use data, forecasts of growth at the Dwyer Farms development, and planned transfers for capital expenditures. Based on this information, Raftelis recommends **increasing water rates by 4% and sewer rates by 3% in FY 2027.** The primary drivers of these increases are the need to meet debt service coverage requirements, the full implementation of a meter replacement program, and general cost inflation.

The forecast developed in this study assumes no changes to the costs the City incurs to purchase water from its providers beyond general cost inflation. However, the City is currently negotiating new water rates with Miami Co. RWD #2 that may result in a significant cost increase. The recommended rates do not reflect this potential change; the **City should be prepared to revisit the water rate forecast when negotiations conclude to determine if City water rates require any additional adjustments**.

Figure 1: Proposed Rate Increases

Description	2026	2027	2028	2029	2030	2031
Proposed Increases						
Water Rates		4.0%	4.0%	4.0%	4.0%	4.0%
Sewer Rates		3.0%	3.0%	5.0%	5.0%	5.0%
Customer Bill - 3,000 Gal.						
Water	$49.07	$51.05	$53.11	$55.26	$57.49	$59.81
Sewer	$40.08	$41.31	$42.58	$44.74	$46.98	$49.34
Combined	$89.15	$92.36	$95.69	$100.00	$104.47	$109.15
$ Change		*$3.21*	*$3.33*	*$4.31*	*$4.47*	*$4.68*

Introduction

The City of Edgerton retained Raftelis in 2026 to update the City's Utility Financial Plan (Study). Raftelis has previously completed several updates to the original Study performed in 2016. The primary objective of financial planning involves determining the overall level of revenue that the water and sewer utilities need to operate, repair and replace critical infrastructure and maintain appropriate reserves for rate stabilization and emergencies. This is referred to as the revenue requirement. Determining the revenue requirement involves three steps:

1. Develop status quo (without rate increases) revenue forecast
2. Forecast operating and capital expenses
3. Develop cash flow projections to determine the level of revenues required to cover projected costs in a financially sustainable fashion

For the City, financial sustainability focuses on maintaining an appropriate level of cash reserves, after funding operating expenses, debt service and rate (cash) funded capital repair and replacement.

Raftelis updated the City's financial plan for a five-year study period from FY 2027 through FY 2031. This plan determines the financial status of the utility under the recommended rates. Raftelis recommends updating the financial plan on a regular basis to recognize changes in capital improvement plans, water use characteristics, and system growth.

During the course of this project, the City provided Raftelis with a variety of financial information, including but not limited to, audited and unaudited financial results, customer billing data, and cost and revenue data. Raftelis did not independently assess or test for the accuracy of such data – historic or projected. We have relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report.

Water Utility

Revenue Forecast

The forecast of revenues under existing rates forms the baseline for the level of revenues the City can expect to receive with no adjustments to rates. This revenue is compared to projected expenses to determine if adjustments to revenue levels are needed. The forecast of revenues requires first developing a forecast of water sold and bills issued. Before 2025, the City experienced little growth in the number of accounts with water service or the amount of water sold. Forecasts have simply been based on actual water demand in the most recently completed year. However, the Dwyer Farms residential development has provided substantial growth to the City's customer base and helped to offset the need for rate increases for existing customers. Approximately 80 homes were built in 2025 and the City expects an additional 72 homes in 2026, 72 homes in 2027, and 53 homes in 2028. Each of these homes is expected to use 4,000 gallons of water per month. Figure 2 presents a forecast of water use through the study period.

Figure 2: Water Demand Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Baseline							
Bills Issued	8,801	8,801	8,801	8,801	8,801	8,801	8,801
Water Use (1,000 Gal.)	32,356	32,356	32,356	32,356	32,356	32,356	32,356
Additional Dwyer Farms							
Bills Issued		468	1,332	2,156	2,156	2,156	2,156
Water Use (1,000 Gal.)		1,872	5,328	8,624	8,624	8,624	8,624
Total							
Bills Issued	8,801	9,269	10,133	10,957	10,957	10,957	10,957
Water Use (1,000 Gal.)	32,356	34,228	37,684	40,980	40,980	40,980	40,980

Figure 3 shows a forecast of rate revenue at current FY 2026 rates using the demand forecast presented above. Miscellaneous revenue includes charges associated with new installations, which is linked to the forecast of Dwyer farms development and is expected to decrease as construction is completed. Expenses will be compared to this revenue to determine the level of rate increases required.

Figure 3: Water Revenue Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Fixed Charge		$255,917	$278,493	$300,024	$300,024	$300,024	$300,024
Volume Charge		$342,736	$373,028	$401,917	$401,917	$401,917	$401,917
Subtotal	$552,676	$598,653	$651,521	$701,941	$701,941	$701,941	$701,941
Misc. Revenue	$155,401	$147,671	$148,846	$126,385	$62,298	$61,852	$59,358
Total	**$708,078**	**$746,324**	**$800,366**	**$828,326**	**$764,240**	**$763,793**	**$761,299**

Expense Forecast

Operating Expenses

Operating expenses are those which the utility incurs on a day-to-day basis and do not involve the construction of a capital asset. The basis for the operating expense forecast is the proposed FY 2027 utility budget provided by City staff. From this, Raftelis removed debt service and any transfers to other funds, which we evaluated separately. To develop expense projections beyond the budget year we applied escalation rates to account for inflationary increases in costs that will occur over the forecast period. Additionally, a 95% spend factor is applied to the total for FY 2026 and beyond to recognize that the City typically does not spend the full budgeted amount.

The cost to purchase water was also adjusted to account for additional sales at Dwyer Farms and inflationary increases to charges from Miami Co. RWD #2, Water District #7, Baldwin City, and the Hillsdale Area Water Cooperative. However, the **water purchase forecast does not include any adjustment to recognize potential changes resulting from the City's ongoing negotiations with Miami Co. RWD #2 regarding a new rate structure**. These changes could result in significant cost increases that may require the City to reevaluate the water rate increases proposed in this report.

Figure 4: Water Operating Expense Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Department							
Information Technology	$32,209	$36,421	$37,215	$39,076	$41,030	$43,081	$45,235
Employee Benefits	$43,096	$50,156	$57,738	$60,624	$63,656	$66,838	$70,180
Production	$205,453	$322,900	$311,120	$343,276	$358,440	$375,612	$393,792
Distribution	$64,915	$105,530	$88,905	$93,293	$90,789	$94,883	$101,326
Administrative	$177,659	$201,119	$230,746	$242,296	$254,411	$267,131	$280,488
Fleet Maintenance	$5,923	$8,277	$8,021	$8,422	$8,843	$9,285	$9,750
Total	**$529,255**	**$724,403**	**$733,745**	**$786,987**	**$817,168**	**$856,831**	**$900,771**
Adjusted Total	$529,255	$704,328	$712,614	$764,801	$794,232	$832,770	$875,422

Capital Expenses

Capital expenses for the City's water utility include debt service payments for the 2016 PWSLF loan of approximately $15,000 per year and transfers to the Infrastructure Fund, Equipment Fund, IT Equipment Fund, and Capital Fund. The forecast includes a $90,000 transfer to the Capital Fund in 2030 to partially fund the development of a water master plan. Alternatively, the City may fully fund this project using revenues from the System Development Fund or any available outside grant funding. Figure 5 summarizes transfers from the Operating Fund.

Figure 5: Water Transfers to Other Funds

Description	2025	2026	2027	2028	2029	2030	2031
Fund							
Infrastructure Fund	$7,500	$15,000	$15,000	$20,000	$25,000	$30,000	$30,000
Equipment Fund	$25,000	$30,000	$30,000	$30,000	$30,000	$30,000	$50,000
IT Equipment Fund	$5,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Capital Fund	$3,800	$0	$0	$0	$0	$90,000	$0
Total	**$41,300**	**$55,000**	**$55,000**	**$60,000**	**$65,000**	**$160,000**	**$90,000**

Operating Fund Balance

In addition to the capital-related funds described above, the City maintains the Operating Fund balance in order to handle unanticipated declines in revenue or emergency expenditures without reducing service quality or dramatically increasing rates. An appropriate reserve begins with a utility's minimum cash expenditures which include the cost to operate the utility on a day-to-day basis (O&M), plus annual principal and interest payments on any outstanding debt (debt service). The City's reserve policy requires a balance ranging from 17% to 25% of annual operating expenses and debt service; the proposed rates will continue to meet the 25% target.

Cash Flow Forecast

The last step in the financial planning process involves compiling a cash flow forecast, which identifies the revenue adjustments necessary to ensure financial sustainability. Figure 6 summarizes the water utility financial plan with the proposed rate increases. In order to ensure that the City is able to maintain debt service coverage of at least 1.1 times annual debt service and maintain fund balance targets in the future, we recommend a rate increase of 4% in FY 2027.

Figure 6: Water Cash Flow Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Proposed Rate Increase			4.0%	4.0%	4.0%	4.0%	4.0%
Revenue	$708,078	$746,324	$826,427	$885,604	$851,887	$883,024	$913,377
Expenses							
Operating Expenses	$529,255	$704,328	$712,614	$764,801	$794,232	$832,770	$875,422
Debt Service	$14,955	$14,959	$14,958	$14,959	$14,960	$14,961	$14,962
Transfers	$41,300	$55,000	$55,000	$60,000	$65,000	$160,000	$90,000
Subtotal	$585,510	$774,287	$782,572	$839,760	$874,192	$1,007,731	$980,384
Surplus / (Deficit)	$122,567	-$27,963	$43,855	$45,844	-$22,305	-$124,707	-$67,008
Debt Service Coverage	11.96	2.81	7.61	8.08	3.85	3.36	2.54
Fund Balances							
Operating (25% Budget)	$146,378	$193,572	$195,643	$209,940	$218,548	$251,933	$245,096
Operating (Unencumbered)	$266,661	$191,503	$233,287	$264,834	$233,921	$75,830	$15,659
System Development	$404,727	$404,727	$404,727	$404,727	$404,727	$194,727	$194,727
Equipment	$42,869	$58,036	$60,536	$2,046	$5,380	$35,380	$85,380
IT Equipment	$1,529	$1,274	-$1,226	$5,324	$10,124	$20,124	$30,124
Total	$862,163	$849,111	$892,967	$886,871	$872,700	$577,993	$570,985

Figure 7 presents the same information in graphic format. The columns represent the amount the City is forecasted to spend on O&M, debt service, and transfers. The green line shows revenue with the recommended rate increases. The gap between the green line and the top of the column is the annual surplus or deficit.

Figure 7: Water Financial Plan Graph

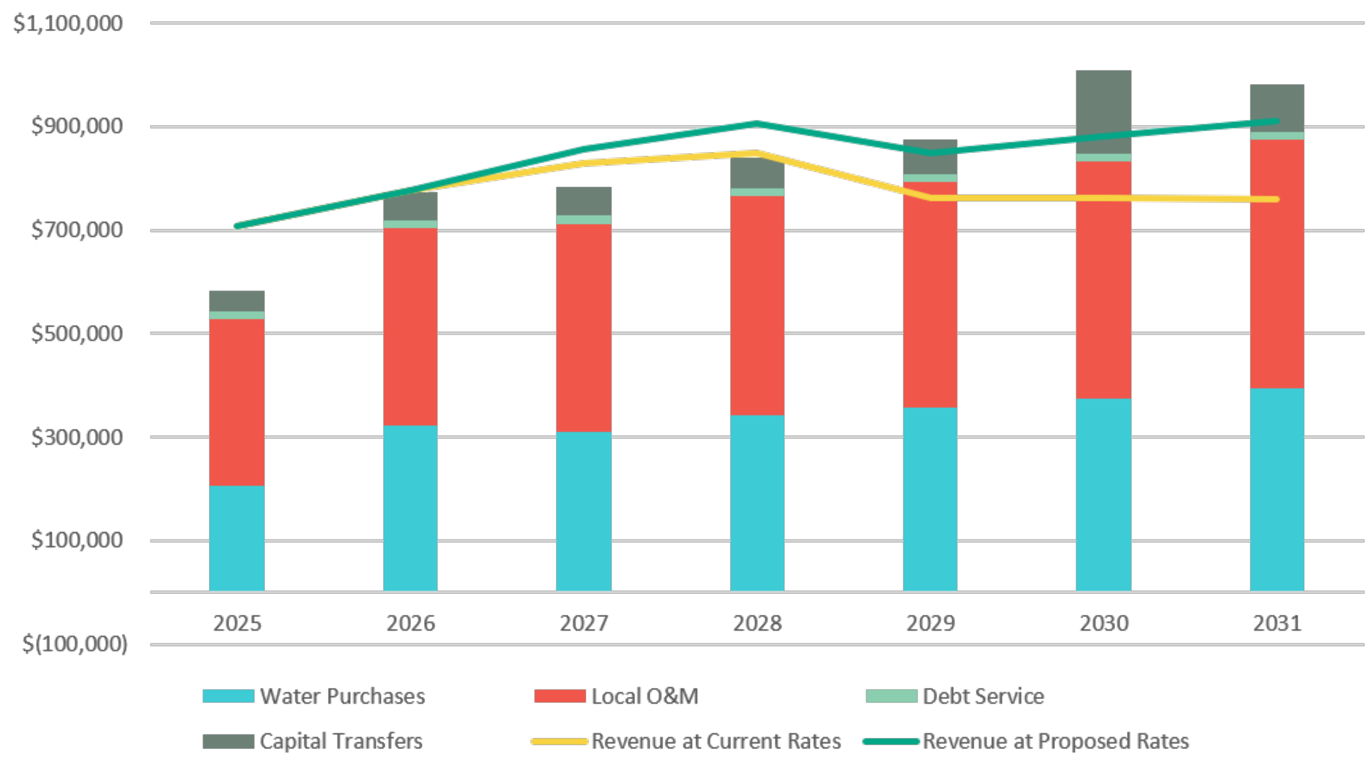
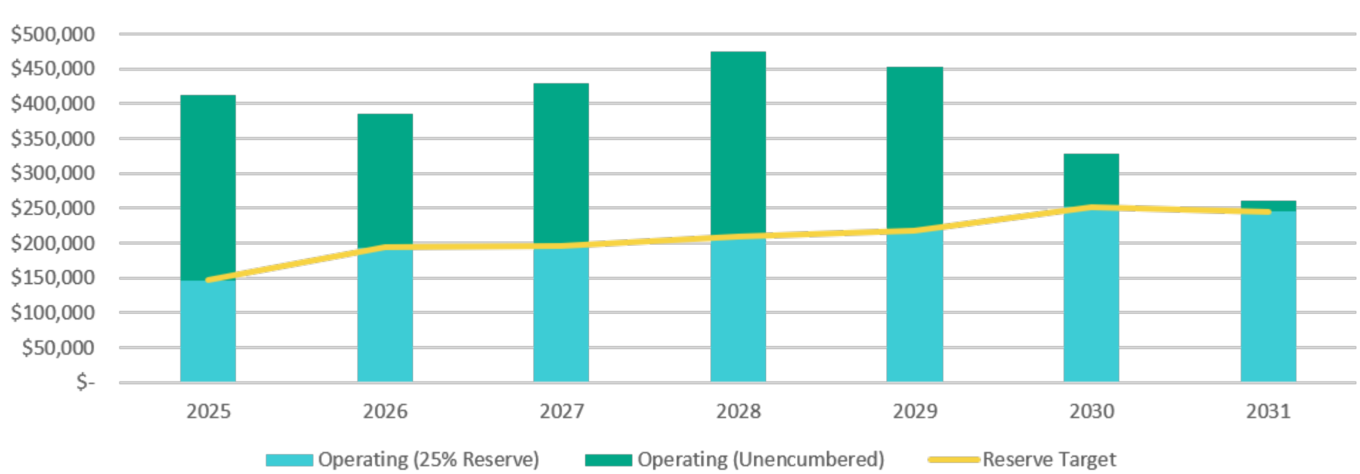


Figure 8 displays a forecast of the operating fund balance. The green bar represents the portion of the balance that is set aside to meet the 25% reserve target. The yellow bar shows the additional, unencumbered balance available for the utility to use as needed in the future. The proposed rates ensure that the utility is able to continue to maintain adequate reserves.

Figure 8: Water Operating Fund Balance



Proposed Water Rates

Figure 9 presents a forecast of the proposed inside city water rates.

Figure 9: Proposed Water Rates

Description	2025	2026	2027	2028	2029	2030	2031
Fixed Charge							
5/8"	$25.00	$26.13	$27.18	$28.27	$29.41	$30.59	$31.82
3/4"	$26.55	$27.75	$28.86	$30.02	$31.23	$32.48	$33.78
1"	$29.70	$31.04	$32.29	$33.59	$34.94	$36.34	$37.80
1 1/2"	$37.54	$39.23	$40.80	$42.44	$44.14	$45.91	$47.75
2"	$46.97	$49.09	$51.06	$53.11	$55.24	$57.45	$59.75
3"	$68.97	$72.08	$74.97	$77.97	$81.09	$84.34	$87.72
4"	$100.37	$104.89	$109.09	$113.46	$118.00	$122.72	$127.63
6"	$178.88	$186.93	$194.41	$202.19	$210.28	$218.70	$227.45
8"	$273.11	$285.40	$296.82	$308.70	$321.05	$333.90	$347.26
Volume Rate							
Below 2,000	$5.17	$5.41	$5.63	$5.86	$6.10	$6.35	$6.61
2,001 – 10,000	$11.59	$12.12	$12.61	$13.12	$13.65	$14.20	$14.77
Above 10,000	$15.97	$16.69	$17.36	$18.06	$18.79	$19.55	$20.34

Sewer Utility

Revenue Forecast

The forecast of sewer revenue under existing rates is similar to the forecast of water revenue. The construction of new homes at Dwyer Farms will significantly increase sewer revenue in future years. Figure 10 presents the forecast of sewer demand.

Figure 10: Sewer Demand Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Baseline							
Bills Issued	7,963	7,963	7,963	7,963	7,963	7,963	7,963
Sewer Use (1,000 Gal.)	86,660	79,537	79,537	79,537	79,537	79,537	79,537
Additional Dwyer Farms							
Bills Issued		468	1,332	2,156	2,156	2,156	2,156
Sewer Use (1,000 Gal.)		1,872	5,328	8,624	8,624	8,624	8,624
Total							
Bills Issued	7,963	8,431	9,295	10,119	10,119	10,119	10,119
Sewer Use (1,000 Gal.)	86,660	81,409	84,865	88,161	88,161	88,161	88,161

Figure 11 shows a forecast of revenue at current FY 2024 rates using the Demand Forecast presented above. Expenses will be compared to this revenue to determine the level of rate increases required.

Figure 11: Sewer Revenue Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Fixed Charge		$75,626	$83,376	$90,767	$90,767	$90,767	$90,767
Volume Charge		$844,211	$880,050	$914,230	$914,230	$914,230	$914,230
Subtotal	$917,026	$919,837	$963,426	$1,004,997	$1,004,997	$1,004,997	$1,004,997
Misc. Revenue	$145,326	$94,050	$94,050	$71,380	$30,255	$28,386	$26,589
Total	**$1,062,353**	**$1,013,887**	**$1,057,476**	**$1,076,377**	**$1,035,252**	**$1,033,383**	**$1,031,586**

Expense Forecast

Operating Expenses

The forecast of sewer operating expenses is conducted in a similar manner as the forecast of water expenses. The total budgeted O&M is then reduced using a 95% spend factor. Figure 12 presents the forecast.

Figure 12: Sewer Operating Expense Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Department							
Information Technology	$38,516	$43,421	$43,715	$45,901	$48,196	$50,606	$53,136
Employee Benefits	$79,289	$102,988	$121,341	$127,408	$133,779	$140,468	$147,491
Treatment Plant	$188,775	$227,296	$224,694	$238,029	$252,198	$267,257	$283,266
Sewer Line Maintenance	$9,789	$13,200	$35,675	$37,140	$31,547	$32,374	$35,363
Lift Stations and Vaults	$24,881	$34,764	$34,864	$37,062	$39,406	$41,907	$44,575
Administrative	$250,283	$345,141	$408,397	$428,816	$450,257	$472,770	$496,409
Fleet Maintenance	$6,586	$8,929	$8,644	$9,076	$9,530	$10,007	$10,507
Total	**$598,118**	**$775,739**	**$877,330**	**$923,433**	**$964,913**	**$1,015,389**	**$1,070,746**
Adjusted Total	$598,118	$736,952	$833,464	$877,261	$916,668	$964,619	$1,017,209

Capital Expenses

Capital expenses for the City's sewer utility include debt service payments for the Series 2016 GO bonds of approximately $195,000 per year and transfers to the Capital Fund, Infrastructure Fund, Equipment Fund, and IT Equipment Fund. In 2027, the City plans to make a one-time transfer of $280,000 to the Capital Fund in addition to the previously planned $80,000 in order to provide matching funding for a grant opportunity. Figure 13 summarizes transfers from the Operating Fund.

Figure 13: Sewer Transfers to Other Funds

Description	2025	2026	2027	2028	2029	2030	2031
Fund							
Capital Fund	$53,800	$50,000	$360,000	$80,000	$80,000	$80,000	$50,000
Infrastructure Fund	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Equipment Fund	$15,000	$15,000	$25,000	$25,000	$25,000	$25,000	$25,000
IT Equipment Fund	$5,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Total	**$93,800**	**$95,000**	**$415,000**	**$135,000**	**$135,000**	**$135,000**	**$105,000**

Cash Flow Forecast

Figure 14 summarizes the sewer utility financial plan including the impact of increasing rates. The proposed plan utilizes existing fund balance over the next several years to offset the need for higher rate increases. In order to ensure that the fund balance remains positive in future years, we recommend a rate increase of 3.0% in FY 2027.

Figure 14: Sewer Cash Flow Forecast

Description	2025	2026	2027	2028	2029	2030	2031
Proposed Rate Increase			3.0%	3.0%	5.0%	5.0%	5.0%
Revenue	$1,062,353	$1,013,887	$1,086,379	$1,137,581	$1,149,767	$1,203,873	$1,260,851
Expenses							
Operating Expenses	$598,118	$736,952	$833,464	$877,261	$916,668	$964,619	$1,017,209
Debt Service	$195,438	$193,338	$196,238	$194,038	$191,563	$194,088	$191,500
Transfers	$93,800	$95,000	$415,000	$135,000	$135,000	$135,000	$105,000
Subtotal	$887,356	$1,025,290	$1,444,701	$1,206,298	$1,243,230	$1,293,707	$1,313,709
Surplus / (Deficit)	$174,997	-$11,402	-$358,322	-$68,718	-$93,463	-$89,834	-$52,858
Debt Service Coverage	1.53	1.17	1.11	1.13	1.08	1.09	1.10
Fund Balances							
Operating (25% Budget)	$221,839	$256,322	$361,175	$301,575	$310,808	$323,427	$328,427
Operating (Unencumbered)	$976,867	$930,981	$467,806	$458,689	$355,992	$253,539	$195,681
System Development	$1,352,485	$1,352,485	$1,352,485	$1,352,485	$1,352,485	$1,352,485	$1,352,485
Equipment	$89,498	$89,665	$87,165	$23,675	$22,009	$47,009	$72,009
IT Equipment	$1,529	$1,274	-$1,226	$5,324	$10,124	$20,124	$30,124
Total	$2,642,218	$2,630,727	$2,267,405	$2,141,748	$2,051,418	$1,996,584	$1,978,726

Figures 15 and 16 present the same information in graphical format.

Figure 15: Sewer Financial Plan Graph

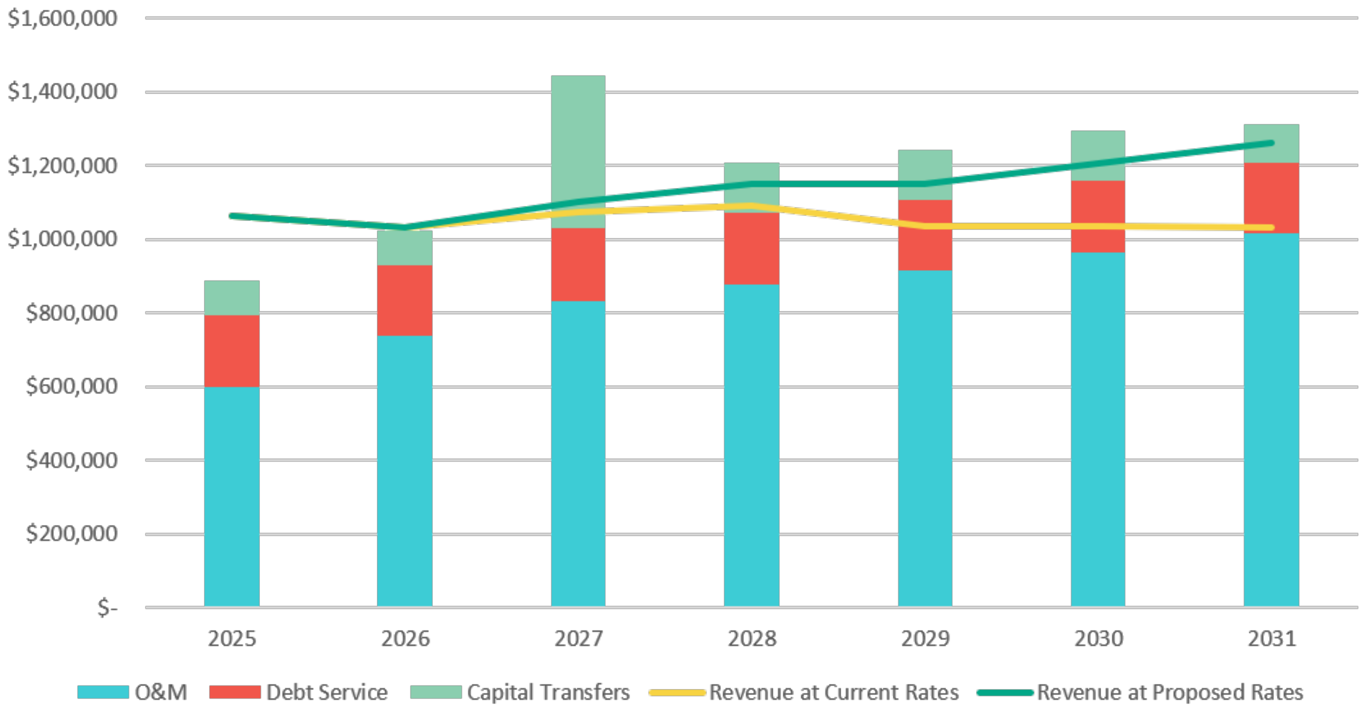
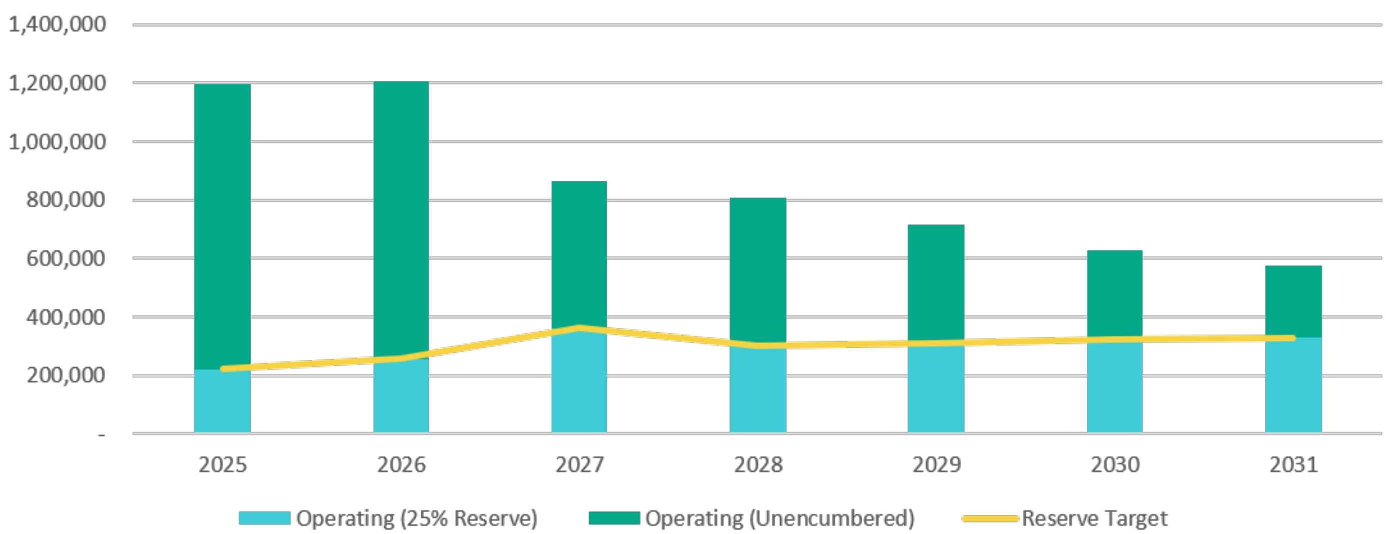


Figure 16: Sewer Operating Fund Balance



Proposed Sewer Rates

Figure 17 presents a forecast of the proposed sewer rates.

Figure 17: Proposed Sewer Rates

Description	2025	2026	2027	2028	2029	2030	2031
Fixed Charge	$8.62	$8.97	$9.24	$9.52	$10.00	$10.50	$11.03
Volume Charge	$9.97	$10.37	$10.69	$11.02	$11.58	$12.16	$12.77

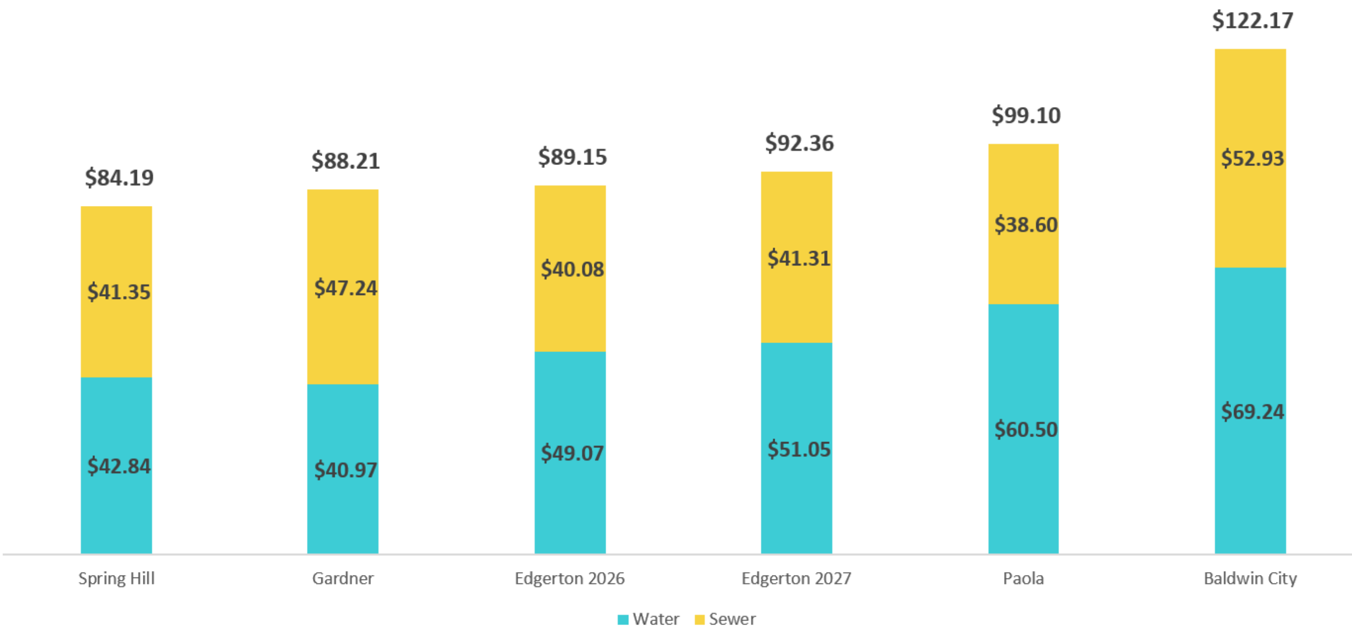
Customer Bill Impacts

Figure 18 presents a typical residential water, sewer, and combined bill for varying levels of water use. Figure 19 compares 2026 and proposed 2027 typical water and sewer bills in the City of Edgerton to bills in neighboring communities in 2026.

Figure 18: Customer Bill Impacts

Description	Use	2025	2026	2027	2028	2029	2030	2031
Water Bill								
Small	3	$46.93	$49.07	$51.05	$53.11	$55.26	$57.49	$59.81
Medium	8	$104.88	$109.67	$114.10	$118.71	$123.51	$128.49	$133.66
Large	15	$207.91	$217.36	$226.12	$235.25	$244.76	$254.64	$264.90
Sewer Bill								
Small	3	$38.53	$40.08	$41.31	$42.58	$44.74	$46.98	$49.34
Medium	8	$88.38	$91.93	$94.76	$97.68	$102.64	$107.78	$113.19
Large	15	$158.17	$164.52	$169.59	$174.82	$183.70	$192.90	$202.58
Combined Bill								
Small	3	$85.46	$89.15	$92.36	$95.69	$100.00	$104.47	$109.15
Medium	8	$193.26	$201.60	$208.86	$216.39	$226.15	$236.27	$246.85
Large	15	$366.08	$381.88	$395.71	$410.07	$428.46	$447.54	$467.48

Figure 19: Community Bill Comparison – 3,000 Gallons



Note: Other city rates based on 2026. Increases for 2027 unknow as of publication.

City of Edgerton
2027 Budget Work Session
July 9, 2026

Other Funds Budget

REVISED

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

August 24, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director

Re: Other Funds 2027 Recommended Budgets

Updates Since the Budget Work Session on July 9, 2026

At the Budget Work Session on July 9, 2026, Council directed staff to utilize the same mill rate as the 2026 Budget for calculation of 2027 property tax revenue. The mill rate is also used to calculate the TIF and RHID revenue. Staff has updated the budget schedules for the following funds to reflect the mill rate of 29.592:

- TIF – Edgerton Office
- TIF – Homestead Lane Retail District
  - Area A
  - Project Plan A1
  - Area B
  - Project Plan B1
- Dwyer RHID

Attached are the budget schedules for the other funds for which the City adopts a budget. The sections below provide additional information about the 2027 Recommended Budget for these funds.

Special Highway Fund

The Special Highway Fund is the fund the City is required to establish by state statute to track the revenues and expenditures related to the state gasoline tax.

Revenues
The portion of the gas tax that is distributed to cities is distributed on a per capita basis. The League of Kansas Municipalities provides an estimate of the gas tax revenue for the current year and the budget year. The League shows a small decrease in 2026 estimated revenue and they show that same amount for the 2027 estimated revenue. The City's portion of the state gasoline tax revenue has stayed about the same over the last few years ranging from $46,000 to $47,000. The 2026 Estimate has been reduced from $47,000 to $46,000 and the 2027 Recommended is listed at $46,000 based on the estimates received from the League.

Expenditures
Expenditures of gas tax revenues are limited to street maintenance by state statute. The City uses the gas tax revenue to fund the Annual Street Preservation Program. The funds are

transferred to the Capital Projects Fund and deposited into the Annual Street Preservation Project.

Special Parks and Recreation Fund

The Special Parks & Recreation Fund is the fund the City is required to establish by state statute to track the revenues and expenditures related to the tax on alcoholic beverages sold by any club, caterer or drinking establishment. A portion of the taxes paid within the City limits are returned to the City and must be allocated 50% to the General Fund and 50% to the Special Parks & Recreation Fund.

Revenues

The Johnson County Treasurer provides an estimate of the alcohol tax for the budget year. Staff reviewed that estimate as well as the trend in the actuals, including the two distributions received so far in 2026 to estimate the revenue to be received in 2027. This review resulted in reducing the revenue estimate for 2026 from $8,500 to $7,500 and setting the recommended amount for 2027 at $7,500.

Expenditures

Expenditures of the portion of the alcohol tax revenue deposited in the Special Parks & Recreation Fund are limited to park and recreation programs and improvements. Council has not designated funds from this source for any other programs or capital projects since 2023, so the balance has begun to accumulate again. The 2027 Recommended Budget includes a transfer to the Capital Projects fund should the Council decide later to utilize the balance in this fund.

Stormwater & Streets Special Sales Tax Fund

This fund tracks activity related to the special sales tax for stormwater and street projects approved by voters in March 2026. The start date for collection of the sales tax is October 1, 2026. The City will receive its first distribution in December 2026.

Revenues

Revenues come from the special 1% sales tax and related use tax approved by voters in March 2026. The amount is the same as the City's general 1% sales tax and related use tax in the General Fund.

Expenditures

Expenditures in this fund consist of transfers to the Capital Projects Fund to fund stormwater and streets projects approved by Council in the CIP.

Bond & Interest Fund

The Bond & Interest Fund contains the transactions related to some of the debt obligations of the City. Prior to 2026, this fund contained only the transactions related to the Series 2020A GO Bonds, which refunded the 2012A GO Bonds related to the Sunflower Benefit District. Beginning in 2026, the debt service for the Series 2023A GO Bonds is also included in this fund.

The Series 2023A GO Bonds were issued for the construction of The Greenspace. The debt service for these bonds will be paid first with any unspent proceeds remaining when the project is closed. Once the unspent proceeds are depleted, payments will be covered with the LPKC Phase 1 Maintenance & Admin Fee through 2027. Then, beginning in 2028, the debt service payments will be covered by transfer of property tax from the General Fund. Unspent proceeds covered 100% of the payments in 2025 and staff estimate that they will also cover 90% of the payments due in 2026.

The chart below shows the debt service and funding sources for the 2023A bonds through 2028. The bonds are scheduled to be paid off on August 1, 2045.

Year	Debt Service	Funding Source
2025	$452,213	100% Unspent Proceeds
2026	$622,213	90% Unspent Proceeds 10% Maintenance & Admin Fee
2027	$622,013	100% Maintenance & Admin Fee
2028	$626,213	100% Property Tax

Debt obligations related to water operations are paid from the Water Fund. Debt obligations related to the sewer operations are paid from the Sewer Fund. Debt obligations related to LPKC Phases 1 and 2 are paid from their respective Public Infrastructure Funds in accordance with the development agreements and master trust indentures.

Revenues

The Recommended Budget includes the special assessments payable to the City from the properties within the Sunflower Benefit District for 2027. Collection history for the special assessments is shown in the table below. There are still two property tax distributions left in 2026.

Year	Collection %
2021	62%
2022	130%
2023	95%
2024	105%
2025	99%
2026	95%

There is adequate fund balance on hand to cover debt payments in addition to a reserve that is maintained in the Series 2020A Bond Reserve Fund. In the final years of the debt schedule, the payments will be paid with the funds on hand in the Series 2020A Bond Reserve Fund. After redemption of outstanding bonds with the buy-in payment in 2025, the bonds are scheduled to be paid off one year earlier on August 1, 2029.

Expenditures

The expenditures in the Recommended Budget reflect the debt service due for both the Series 2020A and Series 2023A bonds. Bond payments have been made according to the debt schedules. The Series 2020A bonds are scheduled to be paid off in 2029 and the 2023A bonds are scheduled to be paid off in 2045.

Other Sources & Uses

Transfers to/from other funds are listed in this section of the fund schedule. The transfer from LPKC Phase 1 PIF/Unspent Proceeds contains the estimated amount of unspent proceeds available for 2026 and 2027 debt payments on the 2023A bonds plus any LPKC Phase 1 Maintenance & Admin Fee needed for the remainder of the 2023A debt service.

TIF – Edgerton Office

On August 22, 2019, the Governing Body approved Ordinance No. 2020 which established the Edgerton Office TIF covering Project Area A and Project Area B. Both project areas will contain a multi-story office building. To date, redevelopment project plans have not been adopted for either of the two project areas. At this time, all activity related to the Edgerton Office TIF District is accounted for in the TIF-Edgerton Office Fund.

Revenues

The majority of the revenues in this fund come from the incremental ad valorem property tax for properties included in the Project Areas. Other revenues can include reimbursements for legal fees and financial advisor services.

Expenditures

Expenditures can include payment for legal and financial services, city administrative fee and eligible expenditures per future Disposition and Development Agreements (DDA) adopted via resolution of the Governing Body.

At this time, the City does not expect to have eligible expenditures in 2027. Funds will accumulate until a project plan is adopted by the Governing Body; however, transfers to capital projects are listed so there is budget authority should a project plan be adopted after budget approval.

TIF – Homestead Lane Retail District

On August 22, 2019, the Governing Body approved Ordinance No. 2021 which established the Homestead Lane Retail District TIF covering two project areas, Project Area A and Project Area B. Activity related to the two project areas is accounted for as follows:

- Project Area A is accounted for in the TIF-Homestead Ln Redev Dist A Fund.
- Project Area B is accounted for in the TIF-Homestead Ln Redev Dist B Fund.

Once a project plan is approved by the Governing Body, a new fund is established to account for the activity related to that specific project plan.

The Governing Body has approved two project plans for the Homestead Lane Retail TIF District:

- On July 9, 2020, the Governing Body approved Ordinance No. 2041 adopting a redevelopment project plan for Project Plan A1, commonly known as the On-the-Go Travel Plaza. The activity related to this project plan is accounted for in the TIF-Proj Plan A1 Homestead Ln Fund.

- On November 18, 2021, the Governing Body approved Ordinance No. 2099 adopting a redevelopment project plan for Project Plan B1, commonly known as Edgerton Crossing. The activity related to this project plan is accounted for in the TIF-Proj Plan B1 Homestead Ln Fund.

Revenues

The majority of the revenues in the funds related to the Homestead Lane Retail TIF District come from the incremental ad valorem property tax for properties included in the Project Areas. Other revenues can include reimbursements for legal fees and financial advisor services.

Expenditures

Expenditures can include payment for legal fees and financial services as well as the City administrative fee and eligible expenditures per the DDAs adopted by the Governing Body. Current DDAs are:

- My Store III, Inc., adopted by Resolution No. 07-09-20A
- Woodstone Properties, LLC, adopted by Resolution No. 11-18-2021A

Expenditures for 2027 were calculated based on the current DDAs.

Dwyer Farms RHID

The Governing Body approved Ordinance No. 2137 on May 25, 2023, which established the Dwyer Farms Rural Housing Incentive District (RHID).

Revenues

The majority of the revenues in this fund come from the incremental ad valorem property tax for properties included in the district. Other revenues can include reimbursements for legal fees and financial advisor services.

The base year for the assessed value of the district is 2023 (for the 2024 Budget), so the first year of increment is 2024 (for the 2025 Budget). The assessed value of the district decreased in 2024 resulting in an incremental assessed value of zero and zero incremental revenues for the 2025 Budget. Assessed values are measured every January 1st. On January 1, 2025, the assessed value in the district increased beyond the base value, resulting in an increment for the 2026 Budget. The value in the district has continued to increase with the addition of more homes in 2025. As a result, on January 1, 2026, the increment grew substantially.

Expenditures

Expenditures include eligible infrastructure expenditures per the development agreement with Kansas LD, LLC approved by Council on January 26, 2023, legal fees, financial advisor fees and any other costs allowed by state law. Per the development agreement, the City is to construct several public infrastructure items using the RHID revenue as the funding source for those projects.

Expenditures for 2027 include debt service payments on the KDHE State Revolving Loan Fund loan (payments begin on March 1, 2027) and reimbursement to the City for expenditures related to the projects included in the development agreement.

The table below contains general information about the projects to be funded with the Dwyer RHID revenues.

Project	CIP Budget Approved	Status	Details
Dwyer Farms Sewer Main Extension	$5,000,000	Site 1: Complete Sites 2 & 3: Design	Initial funding is a loan from the KDHE revolving loan fund. Debt service on the loan will be paid from the Dwyer RHID revenues.
Dwyer Farms Water Connections Phase I	$291,500	Complete	The City will be reimbursed from the RHID revenues.
Dwyer Waterline Improvements	$620,300	Design	This project will be under design in 2026-2027 with construction estimated to be completed in 2028.
Dwyer Farms Water Connections Phase II	$121,500	Design	This project is estimated to be completed by the end of 2026.
W 8th St: W Braun – South City Limits	$3,500,000	Concept	This project will be under design in 2026-2027 with construction estimated to be completed in 2028.
Braun St: West City Limits – W 8th Street	n/a	Concept	The timing for this project is at the discretion of the City. No specific time frame has been determined.

City of Edgerton
Special Highway Fund

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ -	$ -	$ -	$ -
Revenues:				
Gasoline Tax	48,310	47,000	98%	46,000
Total Revenue	$ 48,310	$ 47,000	98%	$ 46,000
Expenditures:				
Public Works	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 48,310**	**$ 47,000**		**$ 46,000**
Other Financing Sources & Uses:				
Transfers to Other Funds:				
Transfer to Capital Projects Fund	48,310	47,000	98%	46,000
Total Other Financing Sources & Uses	$ (48,310)	$ (47,000)		$ (46,000)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ -**

Expenditure Detail:

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Annual Street Preservation Program	$ 48,310	$ 47,000	98%	$ 46,000
	$ 48,310	$ 47,000	98%	$ 46,000

City of Edgerton
Special Parks & Recreation Fund

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 20,963	$ 28,828	$ 31,734	$ 39,470
Revenues:				
Local Alcoholic Liquor Tax	8,500	8,500	88%	7,500
Investment Income	-	-	0%	-
Total Revenue	$ 8,500	$ 8,500	91%	$ 7,500
Expenditures:				
Parks	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 8,500**	**$ 8,500**		**$ 7,500**
Other Financing Sources & Uses:				
Transfers to Other Funds:				
Transfer to Capital Projects Fund	29,463	37,328	0%	46,970
Transfers to From Other Funds:				
Transfer from Capital Projects Fund				
Total Other Financing Sources & Uses	$ (29,463)	$ (37,328)		$ (46,970)
Balance 12/31	**$ -**	**$ -**	**$ 39,470**	**$ -**

Expenditure Detail:

Transfer to CIP	$ 46,970
	$ 46,970

City of Edgerton
Stormwater & Streets Special Sales Tax Fund

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ -	$ -	$ -	$ 70,000
Revenues:				
Streets & Stormwater Special Sales Tax	-	-	0%	707,000
Streets & Stormwater Special Use Tax	-	-	0%	385,000
Total Revenue	$ -	$ -		$ 1,092,000
Expenditures:				
Public Works	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ -**	**$ -**		**$ 1,092,000**
Other Financing Sources & Uses:				
Transfers to Other Funds:				
Transfer to Capital Projects Fund	-	-	0%	1,162,000
Total Other Financing Sources & Uses	$ -	$ -		$ (1,162,000)
Balance 12/31	**$ -**	**$ -**	**$ 70,000**	**$ -**

Expenditure Detail:				
Projects per the CIP	$ -	$ -	0%	$ 1,162,000
	$ -	$ -		$ 1,162,000

City of Edgerton
Bond & Interest Fund

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 325,346	$ 264,537	$ 261,056	$ 158,026
Revenues:				
Special Assessments	600,873	194,874	100%	194,874
Investment Income	1,698	-	0%	-
Total Revenue	$ 602,571	$ 194,874	100%	$ 194,874
Expenditures:				
Debt Service	663,380	920,117	100%	920,298
Total Expenditures	$ 663,380	$ 920,117	100%	$ 920,298
Revenues Over(Under) Expenditures	**$ (60,809)**	**$ (725,243)**		**$ (725,424)**
Other Financing Sources & Uses:				
Transfers from Other funds:				
Transfer from LPKC Ph 1 PIF/Unspent Proceeds	-	622,213	-	622,014
Transfer from General Fund	-	-	-	-
Tramsfer from Bond Reserve Fund	-	-	-	-
Transfers to Other Funds:	-	-	-	-
Total Other Financing Sources & Uses	$ -	$ 622,213	$ -	$ 622,014
Balance 12/31	**$ 264,537**	**$ 161,507**	**$ 158,026**	**$ 54,616**
Bond Principal Outstanding at 12/31				
Series 2020A (Sunflower Benefit District)	$ 1,085,000	$ 805,000		$ 520,000
Series 2023A (The Greenspace)	$ 9,840,000	$ 9,670,000		$ 9,490,000

Funding Sources: Special assessments, LPKC Phase 1 Maintenance Fee and property tax

Expenditures: Debt service payments on the City's Series 2020A and 2023A outstanding GO bonds

Notes: The 2020A bonds pay off in 2029 and the 2023A bonds pay off in 2053.

City of Edgerton
TIF - Edgerton Office - REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 90	$ 120	$ 124	$ 152
Revenues:				
TIF Revenue	29	28	100%	179
Charges for Services	-	-	-	-
Reimbursements	-	-	-	-
Interest	-	-	-	-
Total Revenue	$ 29	$ 28	100%	$ 179
Expenditures:				
Administration	-			-
TIF Office Redevelopment	119	148	0%	331
Total Expenditures	$ 119	$ 148	0%	$ 331
Revenues Over(Under) Expenditures	**$ (90)**	**$ (120)**		**$ (152)**
Other Financing Sources & Uses:				
Transfers from Other Funds:				
Transfer from General Fund	-	-	-	-
Transfers to Other Funds:				
None				
Total Other Financing Sources & Uses	$ -	$ -		$ -
Balance 12/31	**$ -**	**$ -**	**$ 152**	**$ -**

City of Edgerton
TIF - Homestead Ln - Redevelopment District A - REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 107,477	$ 136,650	$ 134,592	$ 157,238
Revenues:				
TIF Revenue	25,276	18,563	99%	19,151
Charges for Services	-	-	-	-
Interest on Investments	-	-	-	-
Reimbursements	-	-	-	-
Total Revenue	$ 25,276	$ 18,563	122%	$ 19,151
Expenditures:				
Administration	-	-	-	-
TIF Project Plan A1	-	-	-	-
TIF Homestead Ln Redvelopment District A	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 25,276**	**$ 18,563**		**$ 19,151**
Other Financing Sources & Uses:				
Transfers to Other Funds:				
Transfer to the General Fund	-	-	0%	-
Transfer to Homestead Proj Plan A1	-	-	0%	-
Transfer to Capital Projects	(132,753)	(155,213)	0%	(176,389)
Total Other Financing Sources & Uses	$ (132,753)	$ (155,213)		$ (176,389)
Balance 12/31	**$ -**	**$ -**	**$ 157,238**	**$ -**

City of Edgerton
TIF - Homestead Ln Project Plan A1 (On-the-Go Travel Center)-REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ -	$ -	$ -	$ -
Revenues:				
TIF Revenue	183,161	174,373	99%	191,626
Total Revenue	$ 183,161	$ 174,373	99%	$ 191,626
Expenditures:				
Administration	-			-
TIF Project Plan A1	91,123	86,751	99%	95,334
Total Expenditures	$ 91,123	$ 86,751	99%	$ 95,334
Revenues Over(Under) Expenditures	**$ 92,038**	**$ 87,622**		**$ 96,292**
Other Financing Sources & Uses:				
Transfers from Other Funds:				
Transfer from Homestead Ln Redev Dist A	-	-	-	-
Transfers to Other Funds:				
Transfer to General Fund - Admin Fee	(915)	(872)	99%	(958)
Transfer to Series 2024 TIF/CID Bond Fund	(91,123)	(86,750)	99%	(95,334)
Total Other Financing Sources & Uses	$ (92,038)	$ (87,622)		$ (96,292)
Balance 12/31	**$ -**	**$ -**	**$ -**	**$ -**

City of Edgerton
TIF - Homestead Ln - Redevelopment District B - REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 1,178	$ 2,136	$ 3,928	$ 4,892
Revenues:				
TIF Revenue	913	923	99%	1,152
Charges for Services	-	-	-	-
Interest on Investments	-	-	-	-
Reimbursements	-	-	-	-
Total Revenue	$ 913	$ 923	104%	$ 1,152
Expenditures:				
Administration	-	-	-	-
TIF Homestead Ln Redevelopment District B	-	-	-	-
Total Expenditures	$ -	$ -	$ -	$ -
Revenues Over(Under) Expenditures	**$ 913**	**$ 923**		**$ 1,152**
Other Financing Sources & Uses:				
Transfers to Other Funds:				
Transfer to Capital Projects	(2,091)	(3,059)	0%	(6,044)
Transfer to General Fund - Admin Fee	-	-	0%	-
Total Other Financing Sources & Uses	$ (2,091)	$ (3,059)		$ (6,044)
Balance 12/31	**$ -**	**$ -**	**$ 4,892**	**$ -**

City of Edgerton
TIF - Homestead Ln Project Plan B1 (Edgerton Crossing) - REVISED

	2025 Budget	2026 Budget	2026 Estimate	2027 Recommended
Balance 1/1	$ 36,587	$ 90,790	$ 90,171	$ 119,952
Revenues:				
TIF Revenue	53,754	61,394	100%	155,543
Charges for Services	-	-	-	-
Reimbursements	-	-	-	-
Total Revenue	$ 53,754	$ 61,394	-	$ 155,543
Expenditures:				
Administration	-	-	-	-
TIF Project Plan B1	63,195	121,180	-	196,945
Total Expenditures	$ 63,195	$ 121,180	-	$ 196,945
Revenues Over(Under) Expenditures	**$ (9,441)**	**$ (59,786)**		**$ (41,402)**
Other Financing Sources & Uses:				
Transfers from Other Funds:				
Transfers to Other Funds:				
Transfer to General Fund - Admin Fee	(538)	(614)	-	(1,556)
Transfer to Series 2024 TIF/CID Bond Fund	(26,608)	(30,390)	-	(76,994)
Total Other Financing Sources & Uses	$ (27,146)	$ (31,004)		$ (78,550)
Balance 12/31	**$ -**	**$ -**	**$ 119,952**	**$ -**

City of Edgerton
Dwyer Farms RHID - REVISED

		2025 Budget		2026 Budget		2026 Estimate		2027 Recommended
Balance 1/1	$	-	$	-	$	-	$	4,644
Revenues:								
RHID Revenue		-		69,717		107%		334,939
Interest on Investments		-		-		-		-
Total Revenue	$	-	$	69,717		0%	$	334,939
Expenditures:								
Administration		-		-		-		-
Debt Service		-		-		-		256,668
Total Expenditures	$	-	$	-	$	-	$	256,668
Revenues Over(Under) Expenditures	**$**	**-**	**$**	**69,717**			**$**	**78,271**
Other Financing Sources & Uses:								
Transfer from Other Funds:								
Transfer from LPKC Ph 1 PIF		-		-		0%		-
Transfers to Other Funds:								
Transfer to Capital Projects		-		(69,717)		70%		(82,915)
Total Other Financing Sources & Uses	$	-	$	(69,717)			$	(82,915)
Balance 12/31	**$**	**-**	**$**	**-**	**$**	**4,644**	**$**	**-**

City of Edgerton
2027 Budget Work Session
July 9, 2026

IT Equipment

EDGERTON
global routes. local roots.
404 East Nelson
Edgerton, KS 66021
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EDGERTONKS.ORG

July 1, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Kara Banks, Assistant to the City Administrator

Re: IT Equipment 2027-2029

Staff have reviewed and updated the IT Equipment Replacement Plan for the years 2027-2029.

IT Equipment Useful Life Table (Exhibit A)
The life cycle of IT Equipment is short, with most items being in the 4–5-year range. As a result, the years covered by the plan include 2027 – 2029. The table in Exhibit A contains information regarding useful lives for the various types of IT equipment. This table has been developed in consultation with the City's IT provider or other vendors for items not handled by the IT provider (metering system, audio equipment, etc.) and will be reviewed each year to ensure it is in line with industry standards. Staff updated the useful life for servers from 5 years to 10 years based on discussions with the IT provider. Expenditures in the plan are estimated amounts based on research with vendors and the timing of replacement is based on the useful life schedule.

Unlike vehicles and equipment, where usage and maintenance history can allow staff to delay replacement, keeping up with scheduled IT equipment replacements is crucial to maintain security and productivity. **Timely replacement of IT equipment will help the City manage exposure to security vulnerabilities, avoid compatibility issues and minimize downtime.** Therefore, it is not recommended by staff to deviate from the replacement schedule.

The IT equipment process includes the following steps:

- Review the plan at the Budget Work Session and obtain consensus on funding new requests, if any.
- Staff update the plan documents to reflect Governing Body direction given at the work session and bring back the plan for formal approval with the other 2027 Budget items. This approval sets the budget for the purchase of IT equipment items.
- After approval of the plan, purchase of the individual items will be made in 2026/2027 in accordance with the City's Purchasing Policy, including obtaining Governing Body approval if required by the Purchasing Policy.

Fund Summary (Exhibit B)
This schedule shows the estimated revenues and expenditures for 2027-2029 for IT Equipment based on the useful life standards contained in Exhibit A.

IT Equipment Reserve Fund – General

- **Revenues**
  The plan shows an annual transfer of $40,000 from the General Fund in 2026, decreasing to $30,000 per year thereafter. Staff recommend this change based on the anticipated year-end 2029 balance and the estimated cost of replacements outside the current planning period.
- **Expenditures**
  Expenditures reflect the replacement schedule for IT equipment as identified in Exhibit A.
- **Ending Fund Balance**
  The projected balance at the end of 2029 is positive and will be available to support equipment replacement needs beyond the current three-year planning period.

IT Equipment Reserve Fund – Water

- **Revenues**
  The plan shows a $10,000 transfer from the Water Fund in each year of the plan. This amount has been included in the 2026 Rate Study.
- **Expenditures**
  Expenditures incorporate updated timing and cost estimates for replacing automated meter reading system components, based on further staff analysis.
- **Ending Fund Balance**
  These refinements result in a positive projected fund balance at year-end 2029. Accordingly, staff recommend that the annual transfer remain at $10,000. The negative balance shown for the Water and Sewer Funds in the 2027 column of the Fund Summary schedule reflects the potential cost of replacing one of the AMI gateways. Because these gateways will only be replaced if they fail, it is likely that this expenditure will not be necessary in 2027.

IT Equipment Reserve Fund – Sewer

- **Revenues**
  The plan shows a $10,000 transfer from the Sewer Fund in each year of the plan. This amount has been included in the 2026 Rate Study.
- **Expenditures**
  Expenditures reflect updated timing and cost estimates for replacement of automated meter reading system components, consistent with staff's additional analysis.
- **Ending Fund Balance**
  These updates produce a positive projected fund balance at year-end 2029. Accordingly, staff recommend that the annual transfer remain at $10,000. The negative balance shown for the Water and Sewer Funds in the 2027 column of the Fund Summary schedule reflects the potential cost of replacing one of the AMI gateways. Because these gateways will only be replaced if they fail, it is likely that this expenditure will not be necessary in 2027.

Exhibit A

IT Equipment Useful Life Table

Equipment Type	Useful Life in Years
Audio Equipment	10
Barcode Scanner	5
Credit Card Machine	7
Desktop Computer	4
Docking Station	4
Firewall	5
IT Equipment Not Otherwise Classified	7
Laptop Computer	4
Metering System Component	10
Monitor	4
Phone	5
Printer	5
Projector	5
Receipt Printer	5
Server	10
Signature Pad	7
Switch - 24 Port	7
Switch - 48 Port	7
Tablet	5
TV	10
UPS	7
Wireless Access Point	7

Exhibit B

City of Edgerton
IT Equipment Replacement
Fund Summary 2025-2029

Fund 131 - IT Equipment Reserve Fund-General

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast
Beginning Balance, Jan 1	$ -	$ 16,044	$ 44,196	$ 52,396	$ 63,896
Transfers in or Other Revenues	40,000	40,000	30,000	30,000	30,000
IT Equipment Purchases	(23,956)	(11,848)	(21,800)	(18,500)	(38,370)
Ending Balance, 12/31	$ 16,044	$ 44,196	$ 52,396	$ 63,896	$ 55,526

Fund 271 - IT Equipment Reserve Fund-Water

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast
Beginning Balance, Jan 1	$ -	$ 1,529	$ 1,273	$ (1,227)	$ 5,323
Transfers in or Other Revenues	5,000	10,000	10,000	10,000	10,000
IT Equipment Purchases	(3,471)	(10,256)	(12,500)	(3,450)	(6,200)
Ending Balance, 12/31	$ 1,529	$ 1,273	$ (1,227)	$ 5,323	$ 9,123

Fund 371 - IT Equipment Reserve Fund-Sewer

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast
Beginning Balance, Jan 1	$ -	$ 1,529	$ 1,274	$ (1,226)	$ 5,324
Transfers in or Other Revenues	5,000	10,000	10,000	10,000	10,000
IT Equipment Purchases	(3,471)	(10,255)	(12,500)	(3,450)	(6,200)
Ending Balance, 12/31	$ 1,529	$ 1,274	$ (1,226)	$ 5,324	$ 9,124

City of Edgerton
2027 Budget Work Session
July 9, 2026

Vehicles & Equipment

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July 1, 2026

To: Mayor and City Council Members

From: Beth Linn, City Administrator
Karen Kindle, Finance Director
Dan Merkh, Public Works Director
Chase Forrester, Public Works Foreman

Re: Vehicles & Equipment 2027-2031

Staff have reviewed and updated the Vehicles & Equipment Plan for 2027-2031. The document is divided into the following sections:

- Recommended Budget – items scheduled for replacement in 2026 and 2027.
- Current Program – items scheduled for replacement in 2028-2031.
- Unfunded Equipment – items for which staff has a need, but the items have not been recommended by staff for funding nor approved for funding by Council.

The Vehicle & Equipment Process includes the following steps:

- Review the plan and obtain consensus on funding new requests, if any, at the budget work session.
- Staff update the plan documents to reflect Governing Body direction given at the work session and bring back the plan for formal approval with the other 2027 Budget documents. This approval sets the budget for the purchase of the equipment items.
- After approval of the plan, purchase of the individual items will be made in 2026/2027 in accordance with the City's Purchasing Policy, including obtaining Governing Body approval if required by the Purchasing Policy.

Equipment Condition Rating Scale

Staff use a rating scale to note the condition of each equipment item. The scale considers the age of the unit, number and extent of repairs and quarterly inspections of the item and historical data related to the unit.

Condition Rating	Rating Title	Rating Description
1	Failed	Unit outside the useful life - catastrophic emergency maintenance & repair needed to safely operate.
2	Poor	Unit has traditionally received some urgent maintenance and/or minor emergency maintenance.
3	Fair	Unit has traditionally received only minor maintenance outside the traditional PM's.
4	Good	Unit has only received Standard PM's.
5	Excellent	Brand New Unit - No PM's to-date.

Recommended Budget 2026-2027 (Exhibit A1)
Items on this list are recommended for replacement within the current year and the next budget year. There are columns that indicate the budget that was approved last year, the year a piece of equipment will be ordered and the year the payment will be made for the equipment item. For large equipment, it sometimes takes 9-12 months for the equipment to arrive after the order is placed, so having the two columns showing order year and payment year clarifies when the funding is needed for cash flow and forecasting purposes.

Items listed for replacement in the Recommended Budget were initially scheduled in compliance with the adopted Vehicle & Equipment Policy. In addition, since the item has now reached its scheduled replacement date, staff have evaluated the item based on actual condition and recommend it for replacement.

The document is broken down into three sections: (1) purchases that will need to come back through Council for approval per the Purchasing Policy; (2) purchases that can be approved by the City Administrator per the Purchasing Policy; and (3) payments required per lease agreements or other similar contracts.

Changes since Last Year
To better summarize the changes from the 2026-2030 Plan Recommended Budget, Staff have included **Exhibit A2**. This exhibit details the changes Staff made to the recommended budget by Line # since the approval of the plan last year. The types of changes include:

- Change in the allocation percentages among General/Water/Sewer Equipment Replacement Funds
- Increase/Decrease to the estimated replacement cost
- Change in the estimated replacement year
- Change in the payment year
- Change in scope of the replacement item (upsizing a truck, increasing the size of a piece of equipment, etc.)
- Removing the item from the Vehicle & Equipment Replacement Schedule.

New Request Recommended for Funding - Standing Aerator/Seeder
The Parks and Recreation Department has requested funding to purchase a standing aerator/seeder in 2027. This is a new equipment request. Parks and Recreation staff rented a unit in 2025 and rented again in 2026. Having access to this equipment has allowed staff to aerate and seed all parks throughout the City, rather than only the ballfields as was the case when the service was contracted in the past. Because rental costs are high, purchasing a unit will provide a quick return on investment while also increasing the level of service to our citizens. Staff removed the PTO Overseeder from the Unfunded Equipment list as the Aerator can also perform those tasks.

Current Program 2028-2031 (Exhibit B1)
This list contains the items to be replaced in the balance of the five-year program. Items listed for replacement during the Current Program are based on the adopted Vehicle & Equipment Policy for budget and financial planning. However, as an item gets closer to its scheduled replacement date, staff evaluate the item based on actual condition to consider opportunities for recommended changes. For example, an increase in significant maintenance may move an

item forward for recommended replacement, or lower usage or less repairs may lengthen the recommended life of an item.

Changes since Last Year
To better summarize the changes from the 2026-2030 Current Program, Staff have included **Exhibit B2**. This exhibit details the changes made to the current program by Line # since the approval of the plan last year. The same types of changes can be made for the current program as previously listed for the recommended budget.

Water Meter Replacement
The replacement of the water meters installed as part of the implementation of the AMI system in 2016 had originally been included in the Vehicle & Equipment plan starting in 2028 at $36,750 per year for four years. Based on meter testing, manufacturer guidance, industry experience, and observed battery performance, staff proposed, and City Council gave consensus for, a Rolling Lifecycle Replacement Program as presented on June 25, 2026.

The Rolling Lifecyle Replacement Program would spread the costs out to prevent significant spikes in expenditures, and in Generation 2, move towards a replacement program that is smaller, more predicable and ideal for operating budgets. Because the meter replacements will now be funded through the operating budget, the previously included replacement cost has been removed from the 5-year plan. Raftelis has incorporated the cost of this updated meter replacement strategy into the 2026 rate study.

Christmas Tree – Large Outdoor
The tree, purchased in 2017, was not originally part of the equipment replacement inventory. Based on the anticipated cost to replace it, staff incorporated it into the plan this year, identifying 2029 as the estimated replacement year at a cost of $30,000.

Fund Summary (Exhibit C)
This schedule shows the estimated revenues and expenditures for 2026-2031 based on the Recommended Budget and the Current Program.

Equipment Reserve Fund General

- Revenues
    - Shows a transfer of $125,000 from the General Fund in 2026 and an increase in the annual transfer to $175,000 starting in 2027. After reviewing revenues, expenditures, and the projected fund balance, staff recommends an increase in funding to ensure adequate funding during the current plan as well as in future years. The transfer was last increased in 2020 from $79,250 to $325,000 to provide a one-time infusion of funding to cash-purchase the tandem dump truck and the wheel loader. It was reduced in 2021 to $125,000. Since 2021, vehicle and equipment prices have experienced significant inflation and the City has added to the fleet. Staff recommend the transfer amount be increased to $175,000.
- Expenditures
    - Shows the estimated cost each year for items included in the plan.
- Projected Ending Fund Balance

- The balance at the end of the 5-year plan is positive, which will be allocated to equipment replacement beyond the current planning period
- Possible Grant Funding for the Brine Manufacturing System & Storage Tanks
  - KDOT sponsors the Innovative Technology Program, a potential funding source for the City's new brine manufacturing system. This program provides grant funding for innovative, transportation-related projects that enhance safety, improve access and mobility, and introduce new technology not currently in use within the community. The program requires a minimum 25% non-state cash match, and non-cash contributions are not eligible. For this project, the City's 25% match would be $32,250. If the City is awarded funding through this program, the grant would reduce the City's direct cost for the project.

<u>Equipment Reserve Fund – Water</u>

- <u>Revenues</u>
  - The schedule shows transfers from the Water Fund occurring in each year of the plan. They begin at $30,000 in 2026 then are recommended to increase to $50,000 in 2030. These recommended amounts were included in the 2026 rate study.
- <u>Expenditures</u>
  - The schedule shows the estimated cost each year for items included in the plan.
- <u>Projected Ending Fund Balance</u>
  - The balance at the end of the 5-year plan is positive, which will be allocated to equipment replacement beyond the current planning period.

<u>Equipment Reserve Fund – Sewer</u>

- <u>Revenues</u>
  - The schedule shows transfers from the Sewer Fund occurring in each year of the plan. They begin at $15,000 in 2026 then are recommended to increase to $25,000 in the remaining years of the plan. These recommended amounts were included in the 2026 rate study.
- <u>Expenditures</u>
  - The schedule shows the estimated cost each year for items included in the plan.
- <u>Projected Ending Fund Balance</u>
  - The balance at the end of the 5-year plan is positive, which will be allocated to equipment replacement beyond the current planning period.

<u>Unfunded Equipment (Exhibit D)</u>

The items on the Unfunded Equipment List are new items that have been requested by staff or the item requested is a significant change from the item being replaced and is, therefore, being treated as a new request.

There are two parts to this list. The first part is the list of requests that staff recommend be funded. The second part of the list contains the equipment requests for which staff have identified a need but are not recommending for funding at this time.

Staff are not recommending funding any items on the Unfunded Equipment List.

Staff made the following changes to the Unfunded List:

- The PTO Overseeder was removed since the recommended Standing Aerator/Seeder can handle all the tasks it was meant to perform.
- The combination bucket attachment for the skid steer has been removed because staff determined it is no longer necessary.
- Item # 7 Storm Siren – Increased the cost from $29,500 to $36,000 based on the quote received for the storm siren to be replaced in 2026.

Attachment: Vehicle & Equipment Policy Adopted on June 9, 2022

1. Policy Objective

The objective of the Vehicle and Equipment Replacement Policy is to provide effective guidelines for administering and accounting for the City's vehicle and equipment replacement so that the City's fleet is ready to serve daily operations as well as emergency operations at any time; to act as a framework for decisions related to long-range vehicle and equipment replacement; and to act as a budgeting guide for the Governing Body and staff.

2. Vehicle and Equipment Replacement Schedule

Annually, as part of the budget process, the City Administrator and the Department Heads shall update the inventory schedule of all City vehicles and equipment. The schedule should include detailed information about the equipment, its condition, estimated replacement year, estimated replacement cost and how the vehicle or equipment should be allocated among general City operations, water operations and sewer operations. The schedule shall be the basis of budget discussions and decisions regarding vehicle and equipment replacement. The schedule shall be presented to the Governing Body along with other budget information and approved when the budget is adopted each year.

3. Replacement Considerations

The Schedule of Estimated Useful Lives in Appendix A should be used as a guide for replacing vehicles and equipment. In addition to the estimated useful life, the items listed below should also be considered when determining if a vehicle or piece of equipment should be replaced.

- Maintenance and repair costs
- Performance
- Resale value
- Dependability
- Major mechanical failures
- Technological changes
- Fuel consumption
- Physical appearance
- Safety issues
- Obsolescence
- Type of usage

4. Purchasing and Acquisition

Purchases of vehicles and equipment shall be made in accordance with the City's Purchasing Policy, City Code and other applicable ordinances, resolutions and state law.

5. Financing

As part of the annual budget process, the City Administrator shall submit to the Governing Body a recommendation for the financing of all proposed vehicles and equipment that are planned for that budget year.

The following financing methods may be considered by the City Administrator for all vehicles and equipment.

A. <u>Pay as You Go Financing (PAYG)</u>: Utilizes current year revenues or reserves. This is the preferred method of financing vehicles and equipment.

B. General Obligation Bonds: General obligation bonds will not be issued for vehicles or equipment where the acquisition cost is less than $250,000. The City will structure the general obligation bond debt for vehicles and equipment to mature over 10 – 15 years or the useful life of the vehicle or equipment, whichever is less with at least 60% of the debt service amortization in the first 10 years of the issue.

C. Lease and Lease Purchase: Lease obligations and other long-term agreements may be used as a flexible, financial alternative for acquiring vehicles and equipment. The City will plan issuance of lease obligations and other long-term financing agreements according to the following guidelines.

   a. The City Administrator, or designee, will determine and document the justification for each proposed lease transaction. The justification should include an explanation for not recommending PAYG financing or general obligation debt financing. An analysis of various financing strategies should be performed to allow for the lowest possible cost to the City.
   b. Each transaction will include lease payments and a cash flow statement over the life of the transaction.
   c. The scheduled maturity shall not exceed the anticipated useful life of the item, and in no case shall exceed 20 years.

6. Maintenance and Repair

The City staff will be responsible for all maintenance necessary for the continued operation for the City's vehicles and equipment. The City staff shall be responsible for determining what specific types of maintenance will be done in-house and what types will be sent to a mechanic. In making this determination, the following factors should be considered:

A. Cost of in-house maintenance
B. Time needed to completed maintenance task
C. Knowledge of Department with specific maintenance task
D. Experience of Department with specific maintenance task
E. Ability to attain necessary parts in a timely manner.

If maintenance is determined to be sent to a mechanic, staff shall be responsible for complying with the City's Purchasing Policy. City staff shall maintain documentation of all maintenance and repairs for vehicles and equipment.

7. Disposition of Vehicles and Equipment

When it is determined that a vehicle or equipment should be replaced, the City should dispose of the replaced item using the method that will produce the greatest amount of value for the City. The acceptable disposal methods are listed below. The City Council will approve assets for disposal and the disposal method at the time of purchase of the replacement item. Vehicles and equipment will not be sold to employees of the City.

A. Trade-in – the vehicle or equipment is traded in on the new vehicle or equipment and the price of the new vehicle or equipment is reduced.
B. Sold at Auction - The City should use a reputable auction service, including on-line auction services. The City should receive a detailed accounting of the sale price for each item sold.
C. Scrap – The vehicle or equipment is sold for scrap metal or it is kept on hand for parts.
D. Destroyed – The vehicle or equipment was destroyed.

Money received from the sale of vehicles and equipment shall be deposited into the Equipment Reserve Funds for general City operations, water operations and sewer operations. The sale proceeds should be allocated among the three funds according to the allocation percentages for each item as listed on the Vehicle and Equipment Replacement Schedule

8. Insurance

The City shall maintain at least the minimum state required insurance coverage on all vehicles and equipment. When new vehicles or equipment or purchased, the City Clerk shall notify the City's insurance agent to add the vehicle or equipment to the City's policy. When vehicles or equipment are sold/traded in/scrapped/destroyed, City staff shall notify the City Clerk who will notify the City's insurance agent that the items should be removed from the City's policy.

9. Responsibility for Enforcement

The City Administrator has overall responsibility for enforcement of this policy.

10. Effective Date

This policy shall take effect and be in force from and after its passage and approval.

Appendix A

Estimated Useful Life of Vehicles and Equipment

Vehicle Classification	Useful Life -Years	Units of Usage
Class 2 - Light Duty Truck	10	100,000 Miles
Class 3 - 1/2 Ton Truck	10	100,000 Miles
Class 4 - 3/4 Ton Truck	10	100,000 Miles
Class 5 - 1 Ton Truck	10	75,000 Miles
Class 6 - 1 1/2 - 1 3/4 Ton Truck	10	75,000 Miles
Class 7 - Single Axle	10	75,000 Miles
Class 8 - Tandem Axle	10	75,000 Miles
Aerial Lift/Bucket Truck	10	50,000 Miles
Class 6 - Street Sweeper	7	50000 / 2000 hrs.
Utility Trailer / Equipment Trailer	15	N/A

Equipment Classification	Useful Life -Years	Units of Usage
Mower	n/a	1000 hrs.
Excavator/Backhoe	10	1500 hrs.
Compact Loader	7	1500 - 2000 hrs.
Wheel Loader	10	2500 hrs.
Tractor	10	2500 hrs.
Sewer Jetter	15	2500 hrs.
Road Grader	15	1500 - 2000 hrs.
Roller	10	1000 hrs.
Crack Seal Machine	10	1000 hrs.
UTV	10	2000 hrs.
Storm Siren	25	N/A
Radio	10	N/A
Water Meter	10	N/A

Note: This schedule is a guide for replacing vehicles and equipment. In addition to the estimated useful life noted in the charts above, staff will consider other factors listed in Section 3 above including maintenance and repair costs; performance; resale value; dependability; major mechanical failures; technological changes; fuel consumption; physical appearance; safety issues; obsolescence; type of usage; etc.

City of Edgerton
Vehicles Equipment Replacement Plan 2027-2031
Recommended Budget 2026-2027

Exhibit A1

Line #	Budgeted in 2026-2030 Plan	Complete?	Asset #	Equipment Description	Tag #	Department	Category	Purchase Date	Replace With	General Condition	Usage Frequency	Approved Budget	Projected Replace Cost	Order Yr	Payment Year	Fund 130 %	Fund 270 %	Fund 370 %
Purchase Approval - Council																		
1	Yes	Yes	1272	TRAILER MOUNTED GENERATOR		PUBLIC WORKS	GENERATOR	2/5/2026	APPROVED NEW REQUEST	5	OCCASIONALLY	$ 40,000	$ 40,000	2025	2026	34	33	33
2	Yes		1141	OUTDOOR WARNING SIREN - BRAUN ST. - 1100 W BRAUN ST		PUBLIC WORKS	STORM SIREN	1/1/1999	SAME TYPE	3	OCCASIONALLY	$ 29,500	$ 36,000	2026	2026	100		
3	Yes		1271	CONCRETE SAW		PUBLIC WORKS	APPROVED NEW REQUEST	1/1/1900	APPROVED NEW REQUEST	APPRVD NEW REQ	DAILY	$ 17,500	$ 17,500	2026	2026	100		
4	Yes		1011	CLASS 3 TRUCK (1 TON) CCSB	312	PARKS	1 TON TRUCK	5/30/2017	SAME TYPE	3	DAILY	$ 65,750	$ 65,750	2027	2027	100		
5	Yes		1012	8" COMMERCIAL PLOW	312-P	PARKS	PLOW	5/30/2017	SAME TYPE	3	SEASONALLY	$ 9,500	$ 9,500	2027	2027	100		
6	Yes		1003	CLASS 2 TRUCK (1/2 TON) ECSB	454	UTILITIES	LIGHT DUTY VEHICLE	5/4/2015	SAME TYPE	3	DAILY	$ 55,000	$ 55,000	2027	2027		50	50
7	Yes		1241	CLASS 2 TRUCK (1/2 TON) ECSB	819	COMM DEV	LIGHT DUTY VEHICLE	9/9/2015	SAME TYPE	3	DAILY	$ 55,000	$ 55,000	2027	2027	100		
8			1415	STANDING AERATOR/SEEDER		PARKS	NEW REQUEST	1/1/2026		NEW REQUEST	SEASONALLY	NEW REQUEST	$ 15,000	2027	2027	100		
Purchase Approval - City Administrator																		
8	Yes		1009	83" X 16' UTILITY TRAILER	541	PARKS	TRAILER	1/1/1987	DUMP TRAILER	2	DAILY	$ 10,000	$ 10,000	2026	2026	70	15	15

Contract Payments

None.

Other

None.

Items in red have changed since the 2026-2030 Plan.

City of Edgerton
Vehicle Equipment Replacement Plan Recommended Budget
Summary of Changes from the 2026-2030 Plan

Exhibit A2

Line #	Asset #	Asset Description	Change Type	From	To	Comments
Recommended Budget						
2	1141	OUTDOOR WARNING SIREN - BRAUN ST. - 1100 W BRAUN ST	Replacement Year	2025	2026	Project delayed to 2026.
			Dollar Amount	$ 29,500	$ 36,000	Increase in vendor costs.
8	1415	STANDING AERATOR/SEEDER	New Request	$ -	$ 15,000	New Request - ability to provide higher level of service for the same cost as contracting with a third party.

Exhibit B1

City of Edgerton
Vehicles Equipment Replacement Plan 2027-2031
Current Program 2028-2031

Line #	Asset #	Equipment Description	Tag #	Department	Category	Purchase Date	Replace With	General Condition	Usage Frequency	Approved Budget	Projected Replace Cost	Order Yr	Payment Year	Fund 130 %	Fund 270 %	Fund 370 %
1	1026	CLASS 3 TRUCK (1 TON) CC CAB & CHASSIS 60"	647	UTILITIES	1 TON TRUCK	3/28/2019	CLASS 6 (1 1/2 TON)	3	DAILY	$ 75,000	$ 75,000	2028	2028		50	50
2	1028	SERVICE CRANE	647-C	UTILITIES	1 TON TRUCK	3/28/2019	FIT FOR F-550	3	DAILY	$ 61,200	$ 61,200	2028	2028		50	50
3	1027	UTILITY BED	647-UB	UTILITIES	1 TON TRUCK	3/28/2019	FIT FOR CLASS 6	3	DAILY	$ 40,780	$ 40,780	2028	2028		50	50
4	1021	72 INCH COMMERCIAL MOWER	299	PARKS	MOWER	4/14/2023	SAME TYPE	4	SEASONALLY	$ 17,500	$ 17,500	2028	2028	100		
5	1020	60 INCH COMMERCIAL MOWER	425	PARKS	MOWER	4/14/2023	SAME TYPE	4	SEASONALLY	$ 17,000	$ 17,000	2028	2028	100		
6	1023	CLASS 3 TRUCK (1 TON) CC CAB & CHASSIS 60"	646	PUBLIC WORKS	1 TON TRUCK	2/28/2019	SAME TYPE	4	DAILY	$ 69,500	$ 69,500	2029	2029	100		
7	1024	FLAT BED	646-F	PUBLIC WORKS	1 TON TRUCK	2/28/2019	SAME TYPE	4	DAILY	$ 9,000	$ 9,000	2029	2029	100		
8	1025	9' COMMERCIAL PLOW	646-P	PUBLIC WORKS	PLOW	2/28/2019	SAME TYPE	4	SEASONALLY	$ 9,500	$ 9,500	2029	2029	100		
9	1002	8' SALT SPREADER (ELECT.)	646-S	PUBLIC WORKS	SPREADER	1/1/2017	SAME TYPE	3	SEASONALLY	$ 9,000	$ 9,000	2029	2029	100		
10	1030	COMPACT EXCAVATOR	4368	PUBLIC WORKS	HEAVY DUTY EQUIPMENT	12/21/2017	SAME TYPE	4	DAILY	$ 70,000	$ 80,000	2029	2029	34	33	33
11	1265	12" TOOTH BUCKET (CE)	4368-A	PUBLIC WORKS	HEAVY DUTY EQUIPMENT	12/21/2017	INCL W/EXCAVATOR	4	DAILY	$ -	$ -	2029	2029	34	33	33
12	1266	18" TOOTH BUCKET (CE)	4368-B	PUBLIC WORKS	HEAVY DUTY EQUIPMENT	12/21/2017	INCL W/EXCAVATOR	4	DAILY	$ -	$ -	2029	2029	34	33	33
13	1075	36" SMOOTH BUCKET DITCH BUCKET (CE)	4368-C	PUBLIC WORKS	HEAVY DUTY EQUIPMENT	12/21/2017	INCL W/COMPACT EXCAVATOR	4	MONTHLY	$ -	$ -	2029	2029	100		
14	1282	BRINE MANUFACTURING SYSTEM		PUBLIC WORKS	APPROVED NEW REQUEST	1/1/2029		APPRVD NEW REQ	SEASONALLY	$ 65,000	$ 65,000	2029	2029	100		
15	1283	BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON		PUBLIC WORKS	APPROVED NEW REQUEST	1/1/2029		APPRVD NEW REQ	SEASONALLY	$ 18,000	$ 32,000	2029	2029	100		
16	1289	BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON		PUBLIC WORKS	APPROVED NEW REQUEST	1/1/2029		APPRVD NEW REQ	SEASONALLY	$ 18,000	$ 32,000	2029	2029	100		
17	1393	CHRISTMAS TREE - LARGE OUTDOOR		FACILITIES	FURNITURE	11/9/2017	LARGER TREE	3	SEASONALLY	$ -	$ 30,000	2029	2029	100		
18	1397	72" ZERO TURN MOWER	380	PARKS	MOWER	4/30/2025	SAME TYPE	5	SEASONALLY	$ 16,500	$ 16,500	2030	2030	100		
19	1032	UTILITY TASK VEHICLE	584	PARKS	LIGHT DUTY EQUIPMENT	10/2/2017	SAME TYPE	3	DAILY	$ 34,000	$ 34,000	2030	2030	100		
20	1268	LEAF VACUUM	584-A	PARKS	LIGHT DUTY EQUIPMENT	12/23/2021	SAME TYPE	4	DAILY	$ 5,000	$ 5,000	2030	2030	100		
21	1033	6' PLOW MEDIUM DUTY	584-P	PARKS	PLOW	10/2/2017	SAME TYPE	3	DAILY	$ 8,000	$ 8,000	2030	2030	100		
22	1034	CLASS 7 DUMP TRUCK (SINGLE AXLE)	728	PUBLIC WORKS	SINGLE AXLE	9/24/2017	SAME TYPE	3	WEEKLY	$ 213,500	$ 213,500	2030	2030	100		
23	1035	10' HIGHWAY PLOW	728-P	PUBLIC WORKS	PLOW	9/24/2017	SAME TYPE	3	SEASONALLY	$ 14,250	$ 14,250	2030	2030	100		
24	1036	TAIL GATE SPREADER	728-S	PUBLIC WORKS	SPREADER	9/24/2017	SAME TYPE	3	SEASONALLY	$ 17,500	$ 17,500	2030	2030	100		
25	1398	48" ZERO TURN MOWER	198	PARKS	MOWER	4/30/2025	SAME TYPE	5	SEASONALLY	$ 11,500	$ 11,500	2030	2030	100		
26	1047	INFIELD GROOMER	037	PARKS	MEDIUM DUTY EQUIPMENT	12/22/2021	SAME TYPE	4	SEASONALLY	$ 5,800	$ 5,800	2031	2031	100		
27	1292	COMPACT TRACK LOADER	229	PUBLIC WORKS	HEAVY DUTY EQUIPMENT	9/20/2024	SAME TYPE	5	DAILY	$ 120,000	$ 120,000	2031	2031	100		
28	1045	CLASS 3 TRUCK (1 TON) ECLB	520	PUBLIC WORKS	1 TON TRUCK	1/28/2021	SAME TYPE	4	DAILY	$ 57,000	$ 57,000	2031	2031	100		
29	1046	9' COMMERCIAL SNOW PLOW	520-P	PUBLIC WORKS	PLOW	1/28/2021	SAME TYPE	4	SEASONALLY	$ 8,000	$ 8,000	2031	2031	100		

Items in red have changed since the 2026-2030 Plan.

City of Edgerton

Vehicle Equipment Replacement Plan Current Program

Summary of Changes from the 2026-2030 Plan

Exhibit B2

Line #	Asset #	Asset Description	Change Type	From	To	Comments
Current Program						
4	1021	72 INCH COMMERCIAL MOWER	Replacement Year	2029	2028	Corrected replacement year to be consistent with other mowers.
5	1020	60 INCH COMMERCIAL MOWER	Replacement Year	2029	2028	Corrected replacement year to be consistent with other mowers.
6	1023	CLASS 3 TRUCK (1 TON) CC CAB & CHASSIS 60"	Replacement Year	2028	2029	Corrected replacement year to be consistent with policy.
7	1024	FLAT BED	Replacement Year	2028	2029	Corrected replacement year to be consistent with policy.
8	1025	9' COMMERCIAL PLOW	Replacement Year	2028	2029	Corrected replacement year to be consistent with policy.
9	1002	8' SALT SPREADER (ELECT.)	Replacement Year	2028	2029	Corrected replacement year to be consistent with policy.
10	1030	COMPACT EXCAVATOR	Dollar Amount	$ 70,000	$ 80,000	Update the cost to reflect current pricing.
13	1075	36" SMOOTH BUCKET DITCH BUCKET (CE)	Replacement Year	2036	2029	Changed year to match replacement year for the compact excavator.
15	1283	BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON	Dollar Amount	$ 18,000	$ 32,000	Updated the amount to include the cost for screening.
16	1289	BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON	Dollar Amount	$ 18,000	$ 32,000	Updated the amount to include the cost for screening.
17	1393	CHRISTMAS TREE - LARGE OUTDOOR	New to List	$ -	$ 30,000	The City has owned this tree since 2017 and staff have added to the list for estimated replacement in 2029.
			New to List	none	2029	
	1013	WATER METERS GROUP A (1/4 FO ALL METERS)	Removed from Schedule	$ 36,750	$ -	New life-cycle replacement program to be funded from operating budget.
	1022	WATER METERS GROUP B (1/4 FO ALL METERS)	Removed from Schedule	$ 36,750	$ -	New life-cycle replacement program to be funded from operating budget.
	1029	WATER METERS GROUP C (1/4 FO ALL METERS)	Removed from Schedule	$ 36,750	$ -	New life-cycle replacement program to be funded from operating budget.
	1031	WATER METERS GROUP D (1/4 FO ALL METERS)	Removed from Schedule	$ 36,750	$ -	New life-cycle replacement program to be funded from operating budget.

Exhibit C

City of Edgerton
Vehicle & Equipment Replacement
Fund Summary 2025-2031

Fund 130 - General Equipment Reserve Fund

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
Beginning Balance, Jan 1	$ 487,448	$ 248,788	$ 299,954	$ 329,704	$ 470,204	$ 362,536	$ 217,286
Transfers in or Other Revenues	278,430	125,000	175,000	175,000	175,000	175,000	175,000
Vehicle/Equipment Purchases	(517,090)	(73,834)	(145,250)	(34,500)	(282,668)	(320,250)	(190,800)
Ending Balance, 12/31	$ 248,788	$ 299,954	$ 329,704	$ 470,204	$ 362,536	$ 217,286	$ 201,486

Fund 270 - Water Equipment Reserve Fund

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
Beginning Balance, Jan 1	$ 79,406	$ 42,869	$ 58,036	$ 60,536	$ 2,046	$ 5,380	$ 35,380
Transfers in or Other Revenues	32,450	30,000	30,000	30,000	30,000	30,000	50,000
Vehicle/Equipment Purchases	(68,987)	(14,833)	(27,500)	(88,490)	(26,666)	-	-
Ending Balance, 12/31	$ 42,869	$ 58,036	$ 60,536	$ 2,046	$ 5,380	$ 35,380	$ 85,380

Fund 370 - Sewer Equipment Reserve Fund

	2025 Actual	2026 Estimate	2027 Rec. Budget	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast
Beginning Balance, Jan 1	$ 97,405	$ 89,498	$ 89,665	$ 87,165	$ 23,675	$ 22,009	$ 47,009
Transfers in or Other Revenues	22,450	15,000	25,000	25,000	25,000	25,000	25,000
Vehicle/Equipment Purchases	(30,357)	(14,833)	(27,500)	(88,490)	(26,666)	-	-
Ending Balance, 12/31	$ 89,498	$ 89,665	$ 87,165	$ 23,675	$ 22,009	$ 47,009	$ 72,009

City of Edgerton

Vehicle Equipment Replacement Plan 2027-2031

Unfunded Equipment

Exhibit D

Unfunded New Vehicle and Equipment Request - Recommended

Item #	Equipment Description	Dept.	Equip Type	Estimated Cost	Recommended Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer

Unfunded New Vehicle and Equipment Request - Not Recommended

Item #	Equipment Description	Dept.	Equip Type	Estimated Cost	Recommended Year	Alloc % Fund 13 General	Alloc % Fund 27 Water	Alloc % Fund 37 Sewer
1	Top Dresser - Material Handling Parks Maintenance	PK	Equipment	$ 10,000	n/a	100%	0%	0%
2	Concrete Crack Seal Machine (trailer mounted)	PW	Equipment	$ 90,000	n/a	100%	0%	0%
3	Diagnostic Scan Tool	PW	Equipment	$ 21,500	n/a	100%	0%	0%
4	CLASS 6 DUMP TRUCK W/HYDRAULIC HOIST	PW	Heavy Truck	$ 133,455	n/a	70%	15%	15%
4a	BRINE APPLICATION SYSTEM FOR DUMP TRUCK	PW	Equipment	$ 16,647	n/a	100%	0%	0%
5	GPS Data Collection System	PW	Equipment	$ 15,000	n/a	100%	0%	0%
6	Snow Blower attachment for UTV (trail size)	PW	Equipment	$ 22,000	n/a	100%	0%	0%
7	Storm Siren	PW	Storm Siren	$ 36,000	n/a	100%	0%	0%
8	Generator for 8th Street Lift Station	UT	Equipment	$ 35,000	n/a	0%	0%	100%
9	Sewer Inspection Camera	UT	Equipment	$ 60,000	n/a	40%	0%	60%
10	Sewer Push Camera	UT	Equipment	$ 12,500	n/a	40%	0%	60%
11	Trench Box	UT	Equipment	$ 22,000	n/a	50%	25%	25%
12	Tractor - New Unit & Surplus Old	PW/PK	Equipment	$ 150,000	n/a	100%	0%	0%
12a	Boom Mower	PW/PK	Equipment	$ 120,000	n/a	100%	0%	0%
12b	Rotary Mower (Batwing)	PW/PK	Equipment	$ 35,500	n/a	100%	0%	0%
13	Wheel Loader Snow Plow - DDI Interchange	PW	Equipment	$ 50,000	n/a	100%	0%	0%
14	Combination Sewer Truck	UT	Heavy Truck	$ 450,000	n/a	33%	33%	33%