

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
SEPTEMBER 11, 2025
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 28, 2025, Regular City Council Meeting
5. Approve Final Acceptance of the Contract with Ecoturf Playground Surfacing for Playground and Fitness Surfacing for Glendell Acres Park Improvements
6. Approve Final Acceptance of the Contract with Combes Construction Park Signage for Glendell Acres Park and Manor Park

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **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.
8. **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.

Business Requiring Action

9. **CONSIDER ORDINANCE NO. 2184 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT (CU2025-0002) ALLOWING FOR AN INTERSTATE POLE SIGN IN THE C-2 (HEAVY SERVICE**

COMMERCIAL) DISTRICT LOCATED IN EDGERTON CROSSING, NORTHWEST OF THE I-35 AND HOMESTEAD LANE INTERCHANGE.

Motion: _____ Second: _____ Vote: _____

10. **CONSIDER A GRANT AGREEMENT BETWEEN THE USDOT FHWA AND THE CITY OF EDGERTON TO ACCEPT FUNDING THROUGH THE SAFE STREETS AND ROADS FOR ALL (SS4A) OF \$220,000.00 FOR THE EDGERTON SAFETY ACTION PLAN**

Motion: _____ Second: _____ Vote: _____

11. **CONSIDER RESOLUTION NO. 09-11-25A AUTHORIZING THE CLOSURE OF A PUBLIC STREET DURING THE FRONTIER DAYS AND NEW CITY CHURCH TRUNK OR TREAT**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 09-11-25B AUTHORIZING SPECIAL EVENT PERMIT AND USE OF PUBLIC PROPERTY FOR THE FRONTIER DAYS AND NEW CITY CHURCH TRUNK OR TREAT**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RESOLUTION NO. 09-11-25C AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC STREETS FOR MEAT INFERNO**

Motion: _____ Second: _____ Vote: _____

14. **CONSIDER RESOLUTION NO. 09-11-25D FOR TEMPORARY NO PARKING RELATED TO MEAT INFERNO**

Motion: _____ Second: _____ Vote: _____

15. **PUBLIC HEARING FOR TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT**

16. **CONSIDER RESOLUTION NO. 09-11-25E TEMPORARILY WAIVING CITY PROHIBITION AS TO THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY FOR MEAT INFERNO EVENT**

Motion: _____ Second: _____ Vote: _____

17. **CONSIDER RESOLUTION NO. 09-11-25F 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**

Motion: _____ Second: _____ Vote: _____

18. CONSIDER RESOLUTION NO. 09-11-25G AUTHORIZING SPECIAL EVENT PERMIT FOR SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

19. CONSIDER THE 2026 RECOMMENDED BUDGET

Motion: _____ Second: _____ Vote: _____

20. Report by the City Administrator

21. Report by the Mayor

22. Future Meeting Reminders:

- September 25: City Council Meeting
- October 9: City Council Meeting
- October 14: Planning Commission Meeting
- October 23: City Council Meeting
- November 13: City Council Meeting

23. Adjourn

EVENTS

September 13: Movie Night – Minecraft

September 15: Needle-Felted Cats and Dogs Workshop

September 20: Cops N Bobbers

September 23: Scroll-Stopping Sweets: Taghulu and Dubai Strawberry Cups

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 28, 2025

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas August 28, 2025. The meeting convened at 7:03 PM with City Council Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator, Beth Linn
Assistant to the City Administrator, Kara Banks
Assistant to the City Administrator, Trey Whitaker
Interim City Clerk, Alex Firth
City Clerk, Dusti Callahan
Public Works Director, Dan Merkh
CIP Project Manager, Holly Robertson
City Attorney, Todd Luckman
Finance Director, Karen Kindle
Senior Accountant, Justin Vermillion
Parks and Recreation Director, Levi Meyer
Construction Inspector, Todd Veeman

2. WELCOME. Mayor Roberts welcomed all in attendance.

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

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

4. Approve Minutes from August 14, 2025, Regular City Council Meeting
5. Approve Post-Issuance Tax Compliance Services Agreement

Councilmember Longanecker moved to approve, seconded by Councilmember Lewis.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

Regular Agenda

6. Declaration. Council members had nothing to declare.

7. **Public Comments**

Mr. Bill LaFalce, Edgerton resident, expressed his concerns to the council about contractors, like Kwikom, and suggested the building inspector could help reduce the issues. He believes the county should provide better services for taxpayers.

Ms. Olivia Baken, Edgerton resident, expressed her love for Edgerton, and her concerns for the community. She moved here wanting the smalltown charm. Ms. Baken wants more information on taxes and financials to better understand how monies are allocated. She questioned the salaries of staff and Mayor's salary.

8. **Introduction of New Employee**

Assistant to the City Administrator, Kara Banks, took measures to introduce Dusti Callahan as the new City Clerk.

Business Requiring Action

9. **CONSIDER RESOLUTION NO. 08-28-2025A APPROVING THE MAYORAL APPOINTMENT FOR CERTAIN PUBLIC OFFICIALS FOR THE CITY OF EDGERTON, KANSAS**

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

10. **CONSIDER ORDINANCE NO. 2184 LEVYING ASSESSMENTS ON DWYER FARMS DEVELOPMENT**

Councilmember Longanecker moved to approve, seconded by Councilmember Malloy.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

11. **PUBLIC HEARING FOR THE 2025 BUDGET AMENDMENT FOR THE BOND & INTEREST FUND**

Finance Director, Karen Kindles explained the 2025 Budget Amendment in depth as it was published to the public on August 5, 2025. Mayor Roberts opened the Public Hearing at 7:17 asking for any comments. No comments were made; Mayor Roberts closed the Public Hearing.

12. **CONSIDER AMENDMENT TO THE 2025 BUDGET – BOND & INTEREST FUND**

Councilmember Malloy moved to approve, seconded by Councilmember Longanecker.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

13. PUBLIC HEARING FOR RESOLUTION NO 08-28-25B TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

Finance Director, Karen Kindle, and City Administrator, Beth Linn, explained in depth Resolution No. 08-28-25B and what is included in that. Mayor Roberts opened the Public Hearing for Resolution No. 08-28-25B at 7:23.

Mr. LaFalce expressed his concerns with property values and taxes. He would like more attention and care to the lifelong/long-term residences rather than HOA new neighborhoods.

Ms. Olivia Baken expressed her concerns, as well as others', about the property tax amounts, and not helping the common people within the community. She understands that inflation happens but feels more can be done for less.

Councilmember Longanecker expressed the City does not have the ability to appraise the value of homes for taxes, that is from the county.

Councilmember Lewis invited the guests to the budget work sessions to better understand where the revenues come from and what the City can control to try and lower them. Councilmember Lewis suggested reaching out to Johnson County about tax valuations. He joined council with the same concerns as being brought up at this meeting, and staying transparent on these subjects is crucial to the community.

Councilmember Conus states the question to be asked is if the city is confined to the county evaluation process, and how the city can offset by lowering the mill level. Councilmember Conus stated he is here to represent the citizens, and the graph shows an increase but not a greater increase in the community itself.

Mayor Roberts appreciates all parties for attending the meeting and speaking. Mayor is a big supporter in achieving revenue control. He states there is a balancing act with the funds allotted. As for property valuations, there are steps that can be taken to get that looked at. There are properties that have also decreased in value, proving not all are increasing either. There is more information on the state website to compare mills.

14. CONSIDER RESOLUTION NO. 08-28-25B OF THE CITY OF EDGERTON, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

Councilmember Lewis moved to approve, seconded by Councilmember Longanecker.

Yes: Longanecker, Lewis, and Malloy

No: Conus

Absent: Lebakken

Mayor closed the Public Hearing at 7:47.

15. PUBLIC HEARING FOR 2026 RECOMMENDED BUDGET

Ms. Olivia Baken expressed her feelings about Mayor and City staff salaries, and says revenue mostly goes towards that and large projects. She feels there is a way to hire staff for lower a budget.

Mr. La Falce expressed his ideas to try to succeed from Johnson County, especially due to appraisals and taxes. He would like the city to push back against the county.

Councilmember Conus expressed his concerns about staff salaries as well. Staff from 2017 have had significant salary increases. He stated there are eight employees since 2017 who have had salary increases of 96%, being larger than the national average. Councilmember Conus stated that Mayor Roberts does a great job in leading Edgerton.

Mayor stated the law does not allow taxing businesses more than residential. He encouraged the public input to come forth in all council meetings. Mayor is more than willing to listen. While explaining how budgeting is like a household budget, revenues are estimated for each year to prepare in advance. Growth is important for the long-term goals of Edgerton. Walkability within the community is very important for citizens. There is potential for more revenue from property roll off, dam replacement, and lake renovations. He has personally seen an individual who had struggled before making ends meet. Now this person, working at LPKC, makes a decent wage. This wage has brought health insurance for their family, a vehicle, and more stable living. This is a true testament for the betterment of this community.

Councilmember Longanecker would like to see a comparison of what others make in other cities. He would also like that comparison to show if others have better employees. He feels that the city provides people enough to keep the best employees here.

Councilmember Conus believes the salaries for Edgerton are the highest seen. Councilmember Longanecker responded in saying everything is the highest in the history of Edgerton, not just salaries.

15.5 ORDINANCE APPROVING AND AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ENTER INTO AN OMNIBUS AMENDMENT OF BOND DOCUMENTS RELATING TO ITS TAXABLE INDUSTRIAL REVENUE BONDS (WOODSTONE PROPERTIES, LLC PROJECT), SERIES 2024

City Administrator, Beth Linn gave a video presentation to explain the bond documents. Mayor Roberts states growth is important to the community.

Councilmember Longanecker moved to approve, seconded by Councilmember Conus.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

16. Report by the City Administrator

- Lake and Dam Information
 - CIP Project Manager, Ms. Holly Robertson, presents the information regarding the spillway, land culverts, and dam. A satisfactory report on conditions was made. The city has planned what can be done with the dam, and it depends on funding and when to do this from the CIP budget.
 - Councilmember Conus asked if there was probability of failure, and Ms. Robertson stated that it was not a hazard necessary to calculate.
 - Mr. Lewis expressed his support for having knowledgeable employees to do this stuff, and this is why they are paid for their knowledge. He would rather have these employees stay, than a constant rate of turnaround like other cities.
- LCRR Update to Council
 - CIP Project Manager, Ms. Holly Robertson, presented, explaining new plans and rules.
- Presentation of Space Needs Study
 - Josh Conrad with IDS, (Invite Design Studio), brought a presentation for the current City Hall building, and Ms. Robertson explained the steps in the process for this.
 - Councilmember Longanecker questioned the potential outside piece for ADA compliance. With historic preservation, Ms. Robertson explained they would have to make the outside match the rest of the original exterior.
 - Councilmember Conus asked how the historical registry could affect these potential plans. Ms. Linn stated that it would be regarding the exterior staying original, and this is not a funded project right now.
 - Councilmember Lewis liked the idea of centralized city staff, and it would be better for staff and efficiency.

17. Report by the Mayor

Mayor Roberts asked if Sheriff Roberson has any updates for the community. Sheriff Roberson will be at The Greenspace on October 11, 2025, at 10am with some cool equipment to show. Mayor would like to thank everyone for attending the meeting tonight and encouraged keeping the lines of communication open. Mayor recommends the Citizen's Academy to learn how the Sherriff's office operates in a 10-week course. He stated the department does so much more that most even realize.

18. **CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS (K.S.A. 75-4319(B)(2))**

Mayor Roberts requested motion to recess into executive session for discussions.
Councilmember Lewis moved to recess into executive session pursuant to K.S.A 75-4319(B)(2)

for the purpose of discussing contract negotiations. Councilmember Conus seconded the motion.

The executive session will start at 9:25 PM and last 15 minutes. The open meeting will resume in the Council Chambers at 9:40 pm.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

Councilmember Lewis moved to extend executive session for 5 additional minutes. Councilmember Conus seconded the motion.

Councilmember Lewis moved to return to open session with no action being taken. Seconded by Councilmember Longanecker Motion passed unanimously, and the open session resumed at 9:46 PM.

19. **Future Meeting Reminders**

Mayor reminded the Council of the future meetings for the Council and Planning Commission.

20. **Adjourn**

Councilmember Lewis moved to adjourn, seconded by Councilmember Malloy.

Yes: Longanecker, Lewis, Malloy, and Conus

Absent: Lebakken

The meeting was adjourned at 9:47 pm.

Submitted by Dusti Callahan, City Clerk.

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Public Works

Agenda Item: Consider Final Acceptance of the Contract with Ecoturf Playground Surfacing for Playground and Fitness Surfacing for Glendell Acres Park Improvements

Background/Description of Item:

In May 2024 City Council approved a contract with KDHE for the Waste Tire Grant Program where the City was awarded \$24,791.36 (approximately 50% of the cost of supplies, labor, shipping, and equipment for the playground surfacing).

One July 2, 2024, City Council approved a contract with Ecoturf Playground Surfacing for \$49,582.72 for the safety surfacing in the playground and fitness area of Glendell Acres. This scope of work was removed from the CM Concrete construction contract due to the award of the KDHE grant to ensure accuracy of grant deliverables.

No change orders were issued for this contract. The installation was inspected by City Staff and our inspector and found to be satisfactory. The installer also provided a certificate of installation and warranty. These items are attached. Additionally, the KDHE Waste Tire grant approved the installation of the surfacing and issued reimbursement to the City.

Staff would recommend approval of final acceptance for the contract with Ecoturf for playground and fitness surfacing.

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

Funding Source: Park Impact Fee, General Fund, KDHE Waste Tire Grant

Budget Allocated: \$1,140,867

Finance Director Approval:  x Karen Kindle, Finance Director

**Recommendation: Approve Final Acceptance of the Contract with Ecoturf
Playground Surfacing for Playground and Fitness Surfacing for Glendell
Acres Park Improvements**

Enclosed: Certificate of Installation
Glendell Acres Warranty

Prepared by: Holly Robertson, PE – CIP Project Manager



ECOTURF PLAYGROUND
SURFACING

**7356 Holliday Dr
Kansas City, KS 66106
913-713-1573**

Poured In Place Safety Surfacing—Three Year Warranty

Ecoturf warrants the Poured-In-Place Playground Safety Surfacing (“the Surfacing”) installed for

Glendell Acres Park (“the Owner”), located at 310 W Edgewood Drive, Edgerton, KS 66021

for a period of three (3) years commencing from the date of substantial completion

established on 9/10/2024 and expiring on 9/10/2027.

This warranty includes only Ecoturf obligation to repair, replace or issue credit, at Ecoturf’s option, for defective material or workmanship in the Surfacing that has failed during the warranty period. A failure in the Surfacing includes edge raveling, delaminating, peeling or loss of integrity as a result of degradation. Ecoturf is under no obligation or responsibility to repair and/or replace the Surfacing if damaged by vandalism (including cuts, burns, gouges, etc.), misuse, abuse or alteration, improper subsurface design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, sand, mulch, pea gravel etc.) or acts of God. Warranty does not cover high impact/traffic areas such as, but not limited to, under swings, at the bottom of slides, and around merry go rounds and spinners. Seams in surface are only covered for a period of 6 months commencing from the date of substantial completion.

All warranty claims shall be made in writing to Ecoturf within ten (10) days after Owner has knowledge thereof, but in no event later than ten (10) days after expiration of the warranty. Written notice shall include the date of discovery of the failure, description of the failure, photos of the failure and a request for a warranty claim meeting with EcoTurf at the location of the Surfacing for which the warranty claim is being made. Ecoturf shall not be responsible for warranty claims if Owner fails to provide written notice within ten (10) days of discovery of the failure.

Ecoturf shall determine the validity of all warranty claims after sufficient evidence has been gathered. Ecoturf shall the repair, replace or issue a credit for any valid claims. Repairs will be completed in the off season/Winter. Any credit issued to the Owner on a warranty claim shall be on a prorated basis and may only be used to purchase replacement and/or additional Surfacing. The prorated formula for issuing a credit shall be 100% of the original purchase price during year one, 50% during year two, and 30% during year three.

Any dispute as to whether and to what extent there is a Surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between Ecoturf and the Owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either EcoTurf or the owner shall submit the matter to an arbitrator who shall make a determination in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This warranty does not include the subsurface (existing surface, existing or new aggregate, existing or new concrete, existing or new asphalt). If the subsurface fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving or settling), this warranty shall be rendered invalid. If the subsurface is new concrete and a curing agent was used, this warranty shall be rendered invalid. In addition, there is no warranty against the Surfacing cracking along expansion joints or underlying cracks (i.e. over asphalt), or separating from an adjacent border, curb or walkway. This warranty does not include discoloration as a result of exposure to ultraviolet rays, unapproved cleaning materials or vandalism.

Owner agrees that it will not, under any circumstances, make alterations to the Surfacing without written authorization of Ecoturf. Any unauthorized alterations by the Owner shall immediately void this warranty and shall give rise to the duty of the Owner to hold harmless, defend and indemnify Ecoturf from any claim, suit or cause of action, personal injury, death or property damage arising out of or related to said alteration.

This warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that this warranty shall be voided if the Owner fails to follow the maintenance guidelines provided by Ecoturf. Warranty is voided if surface is not resealed after three (3) years. Resealing is not part of the original cost.

Owner agrees that in no event shall Ecoturf have any liability to Owner for loss of use or loss of profits or any form of consequential damages. The following chemicals can damage the Surfacing and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents.

Any damages to the Surfacing during the curing period are the responsibility of the Owner and shall be repaired at the Owner’s expense. This warranty does not lessen or eliminate any other obligations of Owner to Ecoturf.

Leaders in Playground Surfacing

A Taylormade Company

Maintenance and Cleaning Instructions

Like many surfaces, such as concrete or asphalt, a good maintenance and cleaning program will enhance the longevity and appearance of your Ecoturf Surfacing Playground Safety Surfacing. Poured in place surfacing will need to be resealed after three years. A reseal will help to prolong the life of your surface. If you would like to reseal your surface, please contact us at 913-713-1573 or play@ecoturfsurfacing.com.

Place rubber mats in high traffic/impact areas, such as under swings, at the bottom of slides, and around merry go rounds and spinners, to prolong the life of the surfacing and prevent quick deterioration.

The frequency of routine cleaning and inspection of your Ecoturf Safety Surfacing depends on the environment and the amount of use. Over time, your surfacing may get covered with dirt, debris, or loose pieces of rubber. Routinely remove any debris or other loose material and inspect the surfacing for any signs of damage, unusual wear, or movement. Immediately contact Ecoturf Surfacing if you think the surfacing requires any type of repair or a more thorough inspection.

1. ROUTINE CLEANING AND INSPECTION

1.1 Use leaf blowers to remove all loose debris

1.2 Use soft bristle brush to remove most stubborn stains

1.3 Use a water hose with a spray nozzle attachment to remove contaminants from the surfacing. This is more thorough than just using a broom *Pressure washer may be used, but must not exceed 1500 PSI and the spray nozzle cannot be placed closer than 12 inches to the surface.

*****NEVER USE A STEEL OR HARD PLASTIC BRUSH OR MANUAL OR ELECTRIC CLEANING UNITS*****

1.3 Cleaning Agents

Household or commercial cleaners that contain both odor suppressants and disinfectants can be used on your surfacing. Dilute the cleaning agent as recommended by the manufacturer. Apply to the surface using a mop or scrub brush. This will remove most light stains.

1.4 The following chemicals may be detrimental to Ecoturf Poured-In-Place surfacing and should be avoided:

1. Ammonia
2. Acids (including weak)
3. Chlorine Bleach or other Disinfectants

Maintenance and Cleaning Instructions

4. Gasoline, Diesel, or hydraulic and lubricating oils
5. Thinners, Mineral Spirits, Solvents (includes organic solvents)
6. Heavily concentrated degreasers (i.e. Grease Lightning and Simple Green)

1.5 WARNING: At no time can sharp objects (high heels, spikes, cleats, etc) vehicles, or any excessive weight (over 1500lbs) be allowed on the surface. Sand, mud, rocks, and mulch will result in the failure of the surface and should be kept off surface at all times.

2. ANNUAL CLEANING

Your surface should be broom swept, vacuumed, and scrubbed at least once a year.

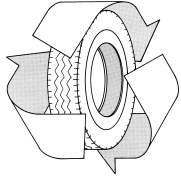
2.1 Tools

1. Broom (soft bristle outdoor broom)
2. Vacuum (Shop Vac or equivalent)
3. Water hose with spray nozzle attachment
4. Household or commercial cleaning agent (heavy duty, high foaming detergent)
5. Bucket and scrub brush

2.2 Procedure

1. Remove any debris or other loose material
2. Broom surface
3. Vacuum surface
4. Dilute the cleaning agent as recommended by the manufacturer
5. Clean surface in 5' by 5' sections. Apply diluted cleaning agent to the surface until wet
6. Thoroughly scrub surface and work diluted cleaning agent to thick foam.
7. Hose thoroughly. No foam or evidence of residue should be apparent after hosing
8. After cleaning entire surface, re-wet with water to ensure complete flushing

During extreme cold, ice/snow may become trapped in the surface and freeze. This expanding and contracting may push the rubber in certain places, giving a "bubbling" effect to the surface. This is temporary and will go away once the weather warms up and the water is allowed to completely leave the surface



RE: Kansas Playground Surface/ Waste Tire Product Grant Program
Certification of Installation

Organizations receiving grant funding must **identify a quality officer. The quality officer must be a Licensed Engineer, a Certified Playground Inspector, a representative of the manufacturer, or a manufacturer-trained installer.**

The quality officer must complete this certification before final payment will be released.

_____ **I am listed as the quality officer in the grant application with KDHE.**

_____ **The materials received and installed are the same as the waste-tire derived product that is listed by name in the grant application.**

_____ **This installation of the playground surfacing material conforms to the minimum depth required for the fall protection for the height of my playground equipment as indicated on the ASTM1292 test provided by the manufacturer.**

_____ **I am aware of the Consumer Product Safety Commission guidelines for Public Playground Safety (Publication 325)**

_____ **This waste-tire derived product is installed according to the manufacturer's specifications and installation guidelines.**

I, _____ (print name) with _____ (company),
was onsite during all construction activities related to the tire derived product at this location:

_____ and certify with my initials that
each of the above statements is true.

(Signature)

(Date)

Regulatory Considerations

- The product manufacturer, not KDHE will be responsible for all warranty claims.
- The product supplier, not KDHE will be responsible for any installation training or guidance to warn users of any hazards, product storage or installation pitfalls.
- Installations of uncoated, all-black playground surface material will be required to have signage to warn users of the hazards (heat conditions and loose or dirty particles).

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Public Works

Agenda Item: Consider Final Acceptance of the Contract with Combes Construction Park Signage for Glendell Acres Park and Manor Park

Background/Description of Item:

On December 12, 2024, City Council approved final acceptance of the CM Concrete contract for construction of the Glendell Acres Park Improvements. With that contract close the scope of work that included park signage at Glendell Acres and Manor Park was removed from the CM Concrete contract as well as corresponding deduction of cost related to that scope of work.

At the same Council meeting, City Council approved a contract with Combes Construction to finish the signage at Glendell Acres and Manor Park that included both a park entry sign and park rules signs at each park. The contract with Combes Construction was for an estimated \$27,181. No change orders were issued for the contract.

The installation was inspected by City Staff and our inspector and found to be satisfactory. City Staff is completing the lettering for the signs in the next couple of weeks and will bring forward a project close out item for City Council.

Staff would recommend approval of final acceptance for the contract with Combes Construction for the park signage at Glendell Acres and Manor Park.

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

Funding Source: Park Impact Fee, General Fund, KDHE Waste Tire Grant

Budget Allocated: \$1,140,867

Finance Director Approval: 
Karen Kindle, Finance Director

Recommendation: Approve Final Acceptance of the Contract with Combes Construction Park Signage for Glendell Acres Park and Manor Park.

Enclosed: NA

Prepared by: Holly Robertson, PE – CIP Project Manager

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Community Development

Agenda Item: Consider Ordinance No. 2184 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2025-0002) Allowing For An Interstate Pole Sign In The C-2 (Heavy Service Commercial) District Located In Edgerton Crossing, Northwest Of The I-35 And Homestead Lane Interchange.

Background/Description of Item:

The City of Edgerton has received Application CU2025-0002 requesting a Conditional Use Permit (CUP) for an Interstate Pole Sign located at the northwest corner of the I-35 and Homestead Lane interchange for the Edgerton Crossing development. The sign is proposed to be 60-foot tall and have a sign face of approximately 769 square feet. The sign will also be programmed to have a changeable copy LED sign programmed to change every eight (8) seconds, compliant with the Unified Development Code (UDC).

In order to recommend approval or disapproval of a proposed CUP, the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Article 7, Section 7.1(C) of the UDC states that the Governing Body may consider all factors they deem relevant. City Staff has reviewed Application CU2025-0001 with respect to all these requirements and staff's analysis can be found in the staff report from the August 12, 2025 Planning Commission meeting, which is included in this packet. The staff report presented to the Planning Commission outlining the findings of staff's review is included in the packet.

On August 12, 2025 the City of Edgerton Planning Commission held a public hearing regarding Application CU2025-0002, and the Planning Commission recommended approval of the Conditional Use Permit, as stipulated in the staff report, with a 4-0 vote. Two individuals spoke at the public hearing, with questions regarding lighting, sign size, and application requirements, which were addressed at the meeting.

Related Ordinance(s) or Statute(s): UDC, Article 7

Funding Source: N/A



Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2184 Adopting The Planning Commission's Recommendation To Approve A Conditional Use Permit (CU2025-0002) Allowing For An Interstate Pole Sign Located In Edgerton Crossing, Northwest Of The I-35 And Homestead Lane Interchange.

Enclosed:

- Draft Ordinance No. 2184
- CU2025-0002 Staff Report prepared for the August 12, 2025 Planning Commission Meeting
- Excerpt from draft Minutes – August 12, 2025 Planning Commission Meeting

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2184

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE A CONDITIONAL USE PERMIT (CU2025-0002) ALLOWING AN INTERSTATE POLE SIGN IN THE C-2 (HEAVY SERVICE COMMERCIAL) DISTRICT LOCATED AT THE NORTHWEST CORNER OF THE I-35 AND HOMESTEAD LANE INTERCHANGE, EDGERTON, KANSAS

WHEREAS, the City of Edgerton, Kansas received Application CU2025-0002 for a Conditional Use Permit from Woodstone Properties (the "Applicant") on October 3, 2024 for the property located at the northwest corner of I-35 and Homestead Lane, Edgerton, Kansas (the "Property"); and

WHEREAS, both at the time of application and at the time of the signing of this Ordinance, the property is owned by the Applicant; and

WHEREAS, the Applicant is requesting permission to construct, pursuant to the terms of a Conditional Use Permit, an Interstate Pole Sign; and

WHEREAS, the Edgerton Planning Commission held a public hearing on August 12, 2025 regarding the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, the Edgerton Planning Commission voted to approve the Conditional Use Permit request for a period of ten (10) years, conditioned on the following being adhered to by the Applicant and any future owner or tenant of the Property within that ten-year period.

1. This Conditional Use Permit will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.
2. Plans for an access and maintenance road to the proposed sign must be submitted by the applicant, reviewed and approved by City staff, and constructed by the developer prior to the issuance of a building permit for the Interstate Pole Sign.

WHEREAS, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. The proposed Conditional Use Permit for an Interstate Pole Sign is hereby approved for the property located at the northwest corner of the I-35 and Homestead Lane interchange.

Section 2. The Conditional Use Permit approved by this Ordinance is expressly

conditioned on the Applicant/Owner's strict compliance with the two (2) conditions set forth above, which were recommended by the Edgerton City staff, Planning Commission, and approved by the Edgerton City Council.

Section 3. The validity of this Conditional Use Permit is conditioned upon the strict compliance by the Applicant/Owner with the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should the Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from the City to the Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, the Applicant/Owner will be notified that this Conditional Use Permit is revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. The Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This Ordinance shall take effect and be enforced from and after its publication once in the official City newspaper. All Zoning Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby made inapplicable to said Property until the Conditional Use Permit expires, is vacated, or is declared null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11th DAY OF SEPTEMBER, 2025.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

EDGERTON CROSSING INTERSTATE POLE SIGN

Application CU2025-0002

Northwest Corner of the Interstate 35 and Homestead Lane Interchange

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of a Conditional Use Permit for an interstate pole sign.

Owner and Applicant

Woodstone Properties, LLC

Existing Zoning and Land Use

The property is currently zoned C-2 (Heavy Service Commercial) District with no current development.

Parcel Size

0.23± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. *Proposal*

The applicant is requesting a Conditional Use Permit for a new 60-foot-tall interstate pole sign on the property located on the northwest corner of the Interstate 35 and Homestead Lane interchange. The proposed sign will serve the entire Edgerton Crossing development, which the Maverik convenience store is a part of. The development will have future commercial development which are to include restaurants and a hotel per a previously approved development agreement. Interstate pole signs require approval of a Conditional Use Permit, which requires a public hearing before the Planning Commission.

2. *Subject Site History*

The 0.23± acre subject property was annexed on February 24, 2011 (Ordinance 900) and later rezoned to the C-2 (Heavy Service Commercial) District on July 14, 2011 (Ordinance 905). A Preliminary Plat (PP2019-04) was approved for the subject property and the Edgerton Crossing development (then known as Lone Star) on October 8, 2019. Preliminary Plat PP2019-04 became null and void a year later as no Final Plat was approved for any portion of the Preliminary Plat as required by Unified Development Code (UDC) Section 13.3.E.3. Preliminary Plat PP2021-03 was approved on November 19, 2021 for Edgerton Crossing. A Final Plat was then approved on April 28, 2022 and later recorded with Johnson County. A revised Final Plat (FP2024-0003) was recommended for approval by the Planning Commission on October 8, 2024 and was then later recorded with Johnson County which created the subject parcel.

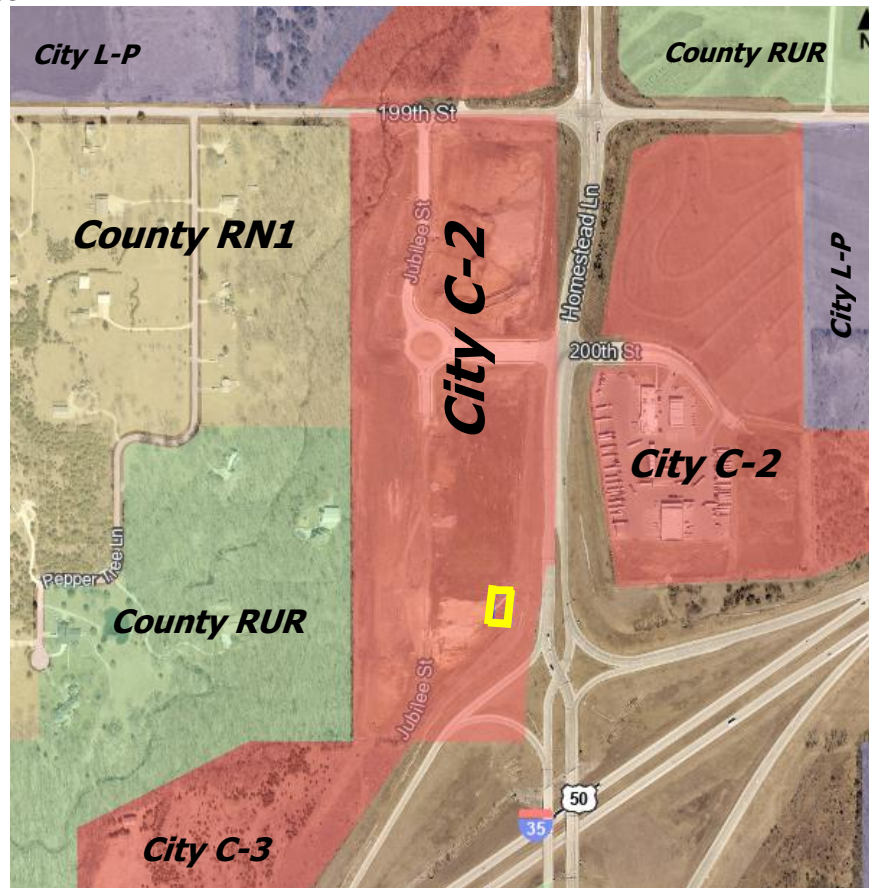


Figure 1 – Zoning Map. Subject Property Outlined in Yellow.

CONDITIONAL USE PERMIT REVIEW

Figure 2 below shows the future land use designation for the area, with the subject property outlined in black:

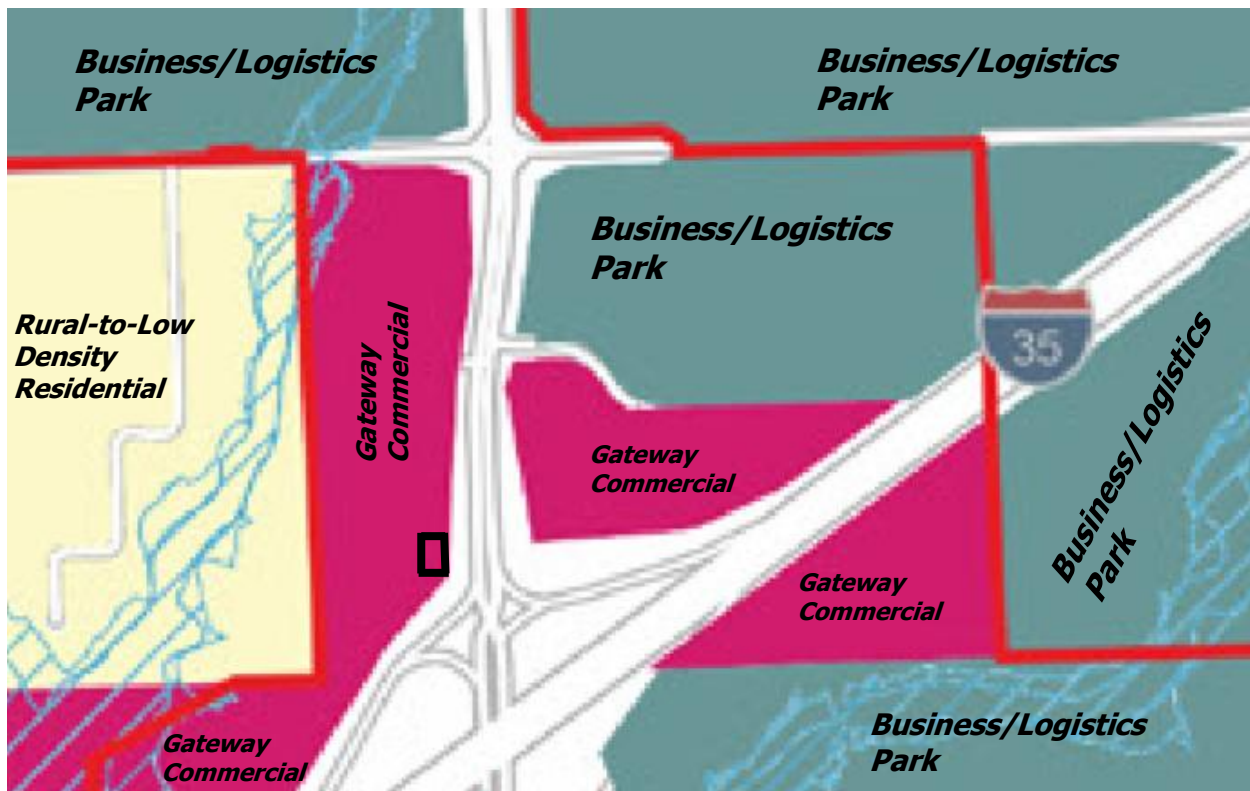


Figure 2

Section 7.2.G.3 Specific District Requirements – Interstate Pole Sign

The UDC, Section 7.2.G.3, outlines specific requirements that must be met and information that must be provided for the submittal be complete and code compliant. The following is a summary of those requirements:

- a. Use of the proposed development – The Edgerton Crossing area is developing currently with a convenience store with gasoline and diesel fuel sales, and the remainder of the Edgerton Crossing development is anticipated to develop with commercial uses.
- b. Principal building height – The height of the principal building (Maverik) in the Edgerton Crossing development is 29 feet and 1 inch tall.
- c. Surrounding land uses and zoning – Each property that is immediately adjacent to the subject property is C-2 (Heavy Service Commercial). Commercially zoned properties exist to the north, east, and south of the Edgerton Crossing, with unincorporated County residentially zoned land to the west.
- d. Relationship to the Interstate – The subject property is immediately adjacent to the Interstate right-of-way, compliant with the UDC's requirement of being within 500 feet of Interstate right-of-way.
- e. Elevation of site and adjacent roadway – The proposed grade of the site is approximately 1007 feet above sea level, and the elevation of the adjacent roadway at its nearest edge is 1014 feet above sea level.

- f. Height and signable area of the sign – The sign is proposed to be 60 feet tall, which is compliant with the City’s UDC requirements. The sign is also proposed to have approximately 769 square feet of signable area per sign face, which is less than the maximum allowed 900 square feet of signable square footage per sign face.
- g. Line-of-sights – The UDC requires that line-of-sight drawings be provided from ½ mile and 1 mile vantage points from both directions. The applicant provided line-of-sight drawings from each of these required vantage points and provided additional line-of-sight drawings which are included in this packet.

Section 12.12 Permitted Signs – Table 12-3 – Interstate Pole Sign Requirements

Article 12 of the UDC requires a 30-foot setback from all property lines, which the proposed pole sign is compliant with. The proposed sign can be equipped with changeable copy , provided that there is no flashing, intermittent, or moving lights, and that LED signs must display an image for at least eight (8) seconds at a time, which has been noted in the applicant’s submittal.

City staff reviewed the Conditional Use Permit request under the requirements outlined in Article 7 – Conditional Uses of the Unified Development Code (UDC).

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of Conditional Uses to the Governing Body after consideration in each case of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use’s consistency with the character, uses and activities in the zoning district. Before any Conditional Use may be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances and in particular districts set forth provided that:

- a. the location is appropriate and consistent with the Comprehensive Plan;
- b. that the public health, safety, morals, and general welfare will not be adversely affected;
- c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. further provide that additional standards of this Article be specified as a condition of approval.

Article 7 Conditional Uses

City staff reviewed the Conditional Use Permit request under the requirements outlined in Article 7 – Conditional Uses of the Unified Development Code (UDC).

The purpose of this article is to provide for certain uses, which because of their unique characteristics cannot be distinctly listed as a permitted use in a particular zoning district. The Planning Commission may recommend approval of Conditional Uses to the Governing Body after consideration in each case of the impact of such uses upon neighboring uses, the surrounding area, and the public need for the particular use at the particular location. Limitations and standards are herein established to ensure the use’s consistency with the character, uses and activities in the zoning district. Before any Conditional Use may be approved, the Governing Body shall review the record of the public hearing held by the Planning Commission.

The Planning Commission, in accordance with the procedures and standards of the UDC, may recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances and in particular districts set forth provided that:

- a. the location is appropriate and consistent with the Comprehensive Plan;
- b. that the public health, safety, morals, and general welfare will not be adversely affected;
- c. the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. further provide that additional standards of this Article be specified as a condition of approval.

Section 7.1.C – Issuance of Conditional Uses

Criteria. In order to recommend approval or disapproval of a proposed conditional use permit, both the Planning Commission and the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, the Planning Commission and Governing Body may consider all factors they deem relevant to the questions of compatibility and the best interest of the City, including the following:

1. The extent to which there is a need in the community for the proposed use.
 - a. *The proposed interstate pole sign will help inform travelers along Interstate 35 (I-35) about the development and will feature business that are located within the Edgerton Crossing development. This will include the Maverik convenience store along with future development to take place in the Edgerton Crossing development.*
2. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
 - a. *The subject parcel is zoned C-2 (Heavy Service Commercial) and is surrounded by other C-2 zoned properties. The property across Homestead Lane to the east consists of a developed truck stop with a gasoline and diesel fueling stations, two restaurants and a truck maintenance facility on a platted parcel. A low-density unplatted neighborhood is approximately 600' to the west of the proposed interstate pole sign. Between the proposed interstate pole sign and the low-density neighborhood is platted right-of-way for Jubilee Street and additional developable land. The neighborhood is currently lined with an existing tree line and all but one residential dwelling is separated by a creek from the Edgerton Crossing development.*
3. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening.
 - a. *The immediately neighboring properties are all zoned C-2 and the subject property is located at the interchange of I-35 and Homestead Lane. The subject property is located within the distance requirements of the UDC for an interstate pole sign, which is a minimum of half of the site is within 800 feet of the centerline of 500 feet of the right-of-way (whichever is less) of an Interstate. The only vertical construction in Edgerton Crossing at this time is the Maverik building and gasoline canopy which is currently under construction. The tallest point of any structure on that site is 29 feet and 1 inch. The height of the proposed sign is 60 feet from grade.*

4. Suitability of the uses of the property without the proposed conditional use permit.
 - a. *The subject property is currently undeveloped and was platted with this specific use in mind. If this application is denied, the subject property would most likely need to be replatted prior to any possible development due to the small size of the parcel.*
5. Length of time the subject property has remained vacant without the proposed conditional use permit.
 - a. *Per Johnson County AIMS, the subject property has remained undeveloped since at least 2006. The property has been vacant during the time that it has been zoned C-2, which it was rezoned to in 2011.*
6. The extent to which the proposed use may detrimentally affect nearby property.
 - a. *Per the provided lighting study enclosed in this Staff Report, the nearest residential property is roughly a 70° angle from the sign, and greater than 500 feet away. The foot-candle readings at that angle and distance would 0.01 footcandles, with a lower reading with greater distance. There is not expected to be any excess lighting or other detrimental effects to nearby properties.*
7. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions.
 - a. *The developer is responsible for extending Jubilee Street to the southern property line of the Edgerton Crossing as development occurs. An additional access road will need to be constructed from Jubilee Street to provide access to the sign for construction and maintenance until development occurs and alternative access be provided to the site.*
8. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services.
 - a. *The only utility that would be required for the sign would be electricity which can be extended from the north.*
9. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property.
 - a. *The sign will not affect the capacity of safety of the road network or present any parking problems.*
10. The environmental impacts that the proposed use would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.
 - a. *There will be no additional stormwater runoff, water, air, or noise pollution should the pole sign be approved and constructed. Nighttime lighting will occur, should the application be approved, though the footcandle measurement at the property line of the neighboring residential properties will be 0.*
11. The economic impact of the proposed use on the community.
 - a. *The new sign would alert travelers along I-35 of commercial amenities available in the Edgerton Crossing development. Those amenities will include, but are not limited to, the*

Maverik convenience store, a hotel, and restaurants per the previously approved Edgerton Crossing Development Agreement. Travelers that shop in the Edgerton Crossing development will provide a boost to City sales tax.

12. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.
 - a. *There would be little to no gain to the public health, safety, and welfare of the City of Edgerton should this request be denied. If the request is denied, the subject parcel would most likely need to be replatted as the size of the parcel is too small to support many of the allowed uses in the C-2 District.*

13. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community.
 - a. *The Future Land Use Map (FLUM) within the Comprehensive Plan designates the subject property as Commercial Gateway, and the proposed sign is consistent with the FLUM.*

14. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendations are addressed in the Recommendations Section of this Staff Report.

DOCUMENTS INCLUDED IN PACKET

| Sheet # | Title | Date on Document |
|---------|-------------------------------------|------------------|
| 1 | ART 1.0 Pole Sign Cut Sheet | 03/28/2025 |
| 2 | LOC 0.2 Site Plan | 03/28/2025 |
| 3 | Plot Plan | 08/05/2025 |
| 4 | Line of Sight Vantage Points | |
| 5 | LOC 0.5 West to East Vantage Points | 07/01/2025 |
| 6 | LOC 0.6 East to West Vantage Points | 07/01/2025 |
| 7 | LOC 0.3 West to East Line of Sight | 03/28/2025 |
| 8 | LOC 0.4 East to West Line of Sight | 03/28/2025 |
| 9 | Zoning Map | |
| 10 | Location of Sign | |
| 11 | Platted Lot | |
| 12 | Maverik Site | |
| 13-15 | Lighting Study | 07/21/2025 |
| 16 | Signage Cross Section | 07/09/2025 |

STAFF RECOMMENDATION

Staff recommends approval of Conditional Use Permit **Application CU2025-0002**, *Edgerton Crossing Interstate Pole Sign* with the following stipulations:

1. This Conditional Use Permit will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.

2. Plans for an access and maintenance road to the proposed sign must be submitted by the applicant, reviewed and approved by City staff, and constructed by the developer prior to issuance of a building permit for the Interstate Pole Sign.

Note: For Application CU2025-0002 the Planning Commission is the recommending body for the application to the Governing Body. This application will be presented to the Governing Body on September 11, 2025.



SCOPE OF WORK

REFURBISH **ONE (1)** EXISTING HIGH RISE POLE SIGN.

PERMITTING INFO

AREA: 768.72 FT² (Rounded to the nearest 0.1 ft²)
 TENANT CABINET: 168.33 FT²
 MAVERIK/PRICE CHANGERS: 319.83 FT²
 EMC: 280.56 FT²

COLOR KEY

| | |
|-----------|--------------------|
| P1 | SW Std. Black |
| V1 | 3M 3630-33 "Red" |
| V2 | 3M 3630-26 "Green" |
| V3 | 3M 3630-22 "Black" |

Note: Unless otherwise noted, the colors depicted on this rendering may not match actual colors on finished display. Please refer to color-callouts and their appropriate vendor specified samples for approved color specifications.

ELECTRICAL

POWER AT DISPLAY LOCATION TO BE PROVIDED BY CLIENT. YESCO TO CONNECT POWER TO SIGN.

DESIGN

1605 South Gramercy Rd.
 Salt Lake City, UT 84104
 801.487.8481

www.yesco.com
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Revisions

| No. | Date / Description |
|------------|----------------------------|
| Org. | 02.23.2024 |
| R1 | 04.04.2024 No Changes (MS) |
| R11 | 02.28.2025 SP |
| R12 | 03.03.2025 SP |
| R13 | 03.18.2025 (MS) |
| R14 | 03.21.2025 (MS) |
| R15 | 03.28.2025 SP |
| R16 | --- |
| R17 | --- |
| R18 | --- |

JO #

Approval

 A/E Sign / Date

 Client Sign / Date

Maverik #TBD

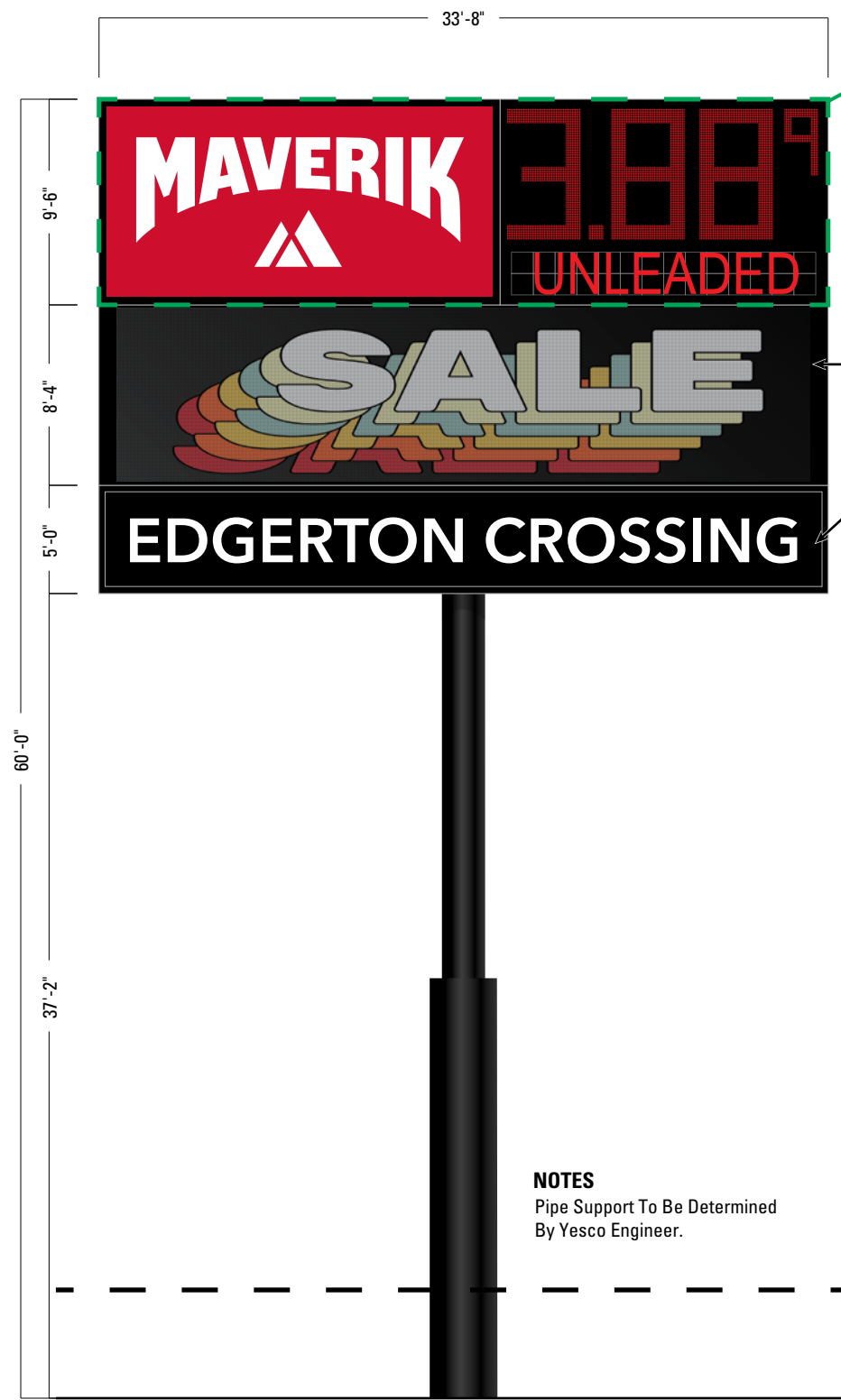
200th Street & Homestead Lane
 Edgerton, Kansas

Acct. Exec: Matthew R Wren
 Designer: Mitchell E Stapley

OPY-59212 R15

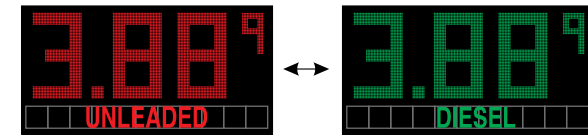
ART 1.0

ATTENTION:
 UNLEADED PRICE CHANGER DIGITS
 TO BE ON STREET SIDE. →



Sunshine Provided Price Changer Cabinet

Price Changer Digit Size: 76"
 RED/GREEN digits and programmable labels alternate every 8 seconds.



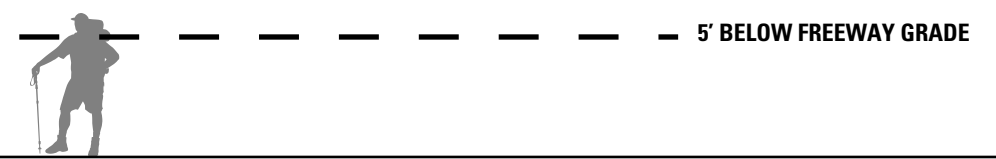
Yesco Provided Watchfire EMC

Pixel Pitch: 16mm
 Pixel Matrix: 144h x 576w
 Ventilation Style: Rear Ventilation

Yesco Provided Tenant Cabinet

Aluminum Cabinet
 Retainers: 2"
 Face: White Translucent Polycarbonate
 Internal Lighting: White L.E.D.
 Graphics: 1st Surface Applied 3M Translucent Vinyl Graphics.

NOTES
 Pipe Support To Be Determined
 By Yesco Engineer.



1 SIGN 01 - HIGH RISE STACKED LAYOUT (FRONT VIEW)
 SCALE: 1/16" = 1'-0" [1:192]

DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

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| R15 | 03.28.2025 SP |
| R16 | --- |
| R17 | --- |
| R18 | --- |

JO #

Approval

A/E Sign / Date

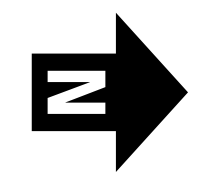
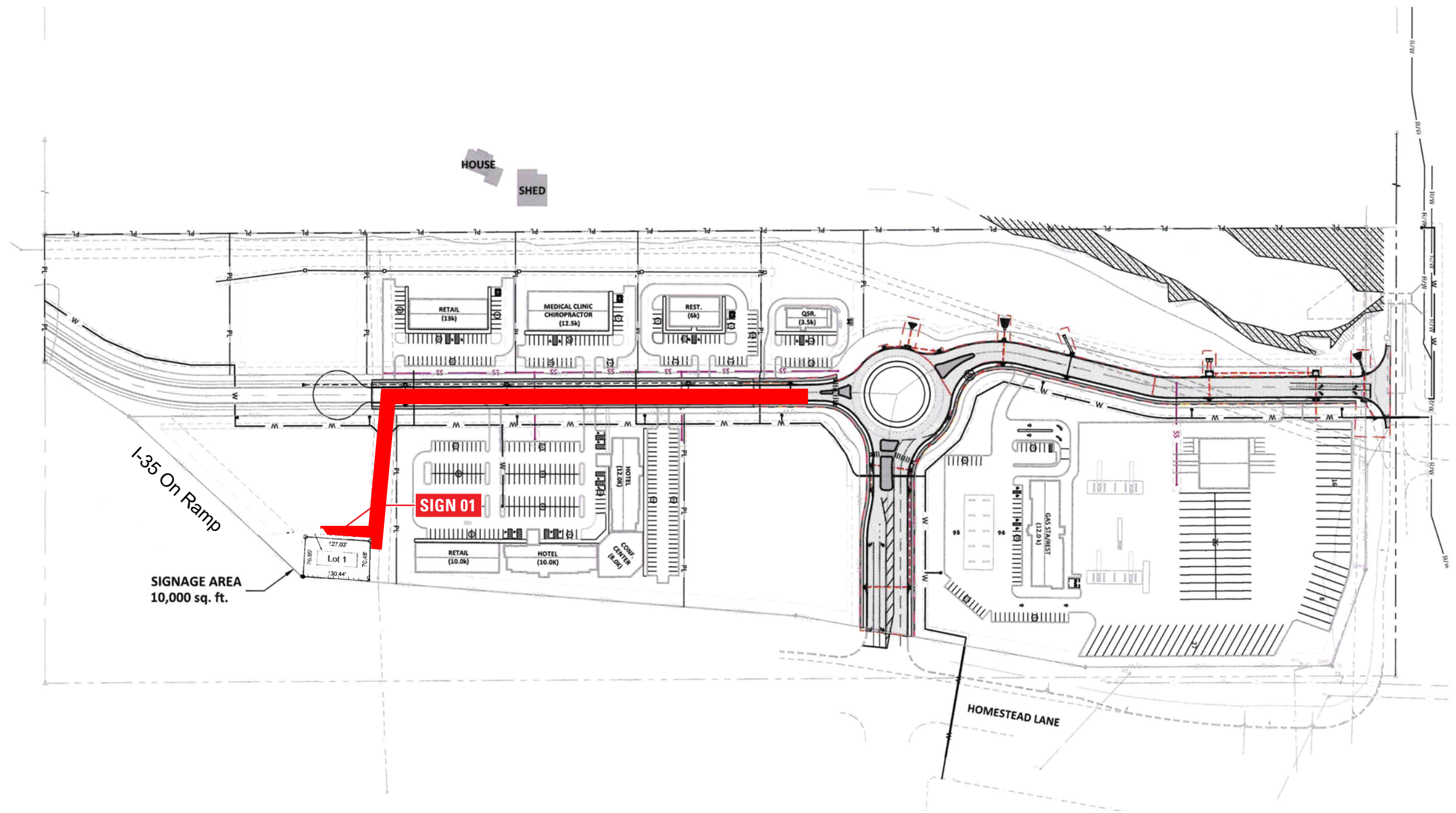
Client Sign / Date

Maverik #TBD

200th Street & Homestead Lane
Edgerton, Kansas
Acct. Exec: Matthew R Wren
Designer: Mitchell E Stapley

OPY-59212 R15

LOC 0.2



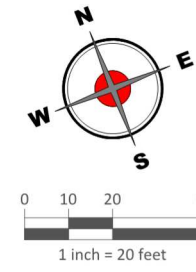
Cesar 8/5/2025 (E2021-05) Edgerton_Development\Engineering_Design\Technical_Plan_Sheets\EC2021-05) Site_Design_Plans\Site_Layout



C2 - Heavy Service Commercial

C2 - Heavy Service Commercial

C2 - Heavy Service Commercial



SITE INFORMATION

1. Site Area: = 0.227 Acres
2. Setbacks
 - 2.1. Front - 30'
 - 2.2. Rear - 30'
 - 2.3. Side - 30'

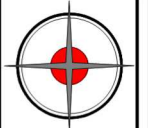
SITE LEGEND

- PL — Property Line
- - - - - Setback
- R/W — Right of Way
- Sign Lot

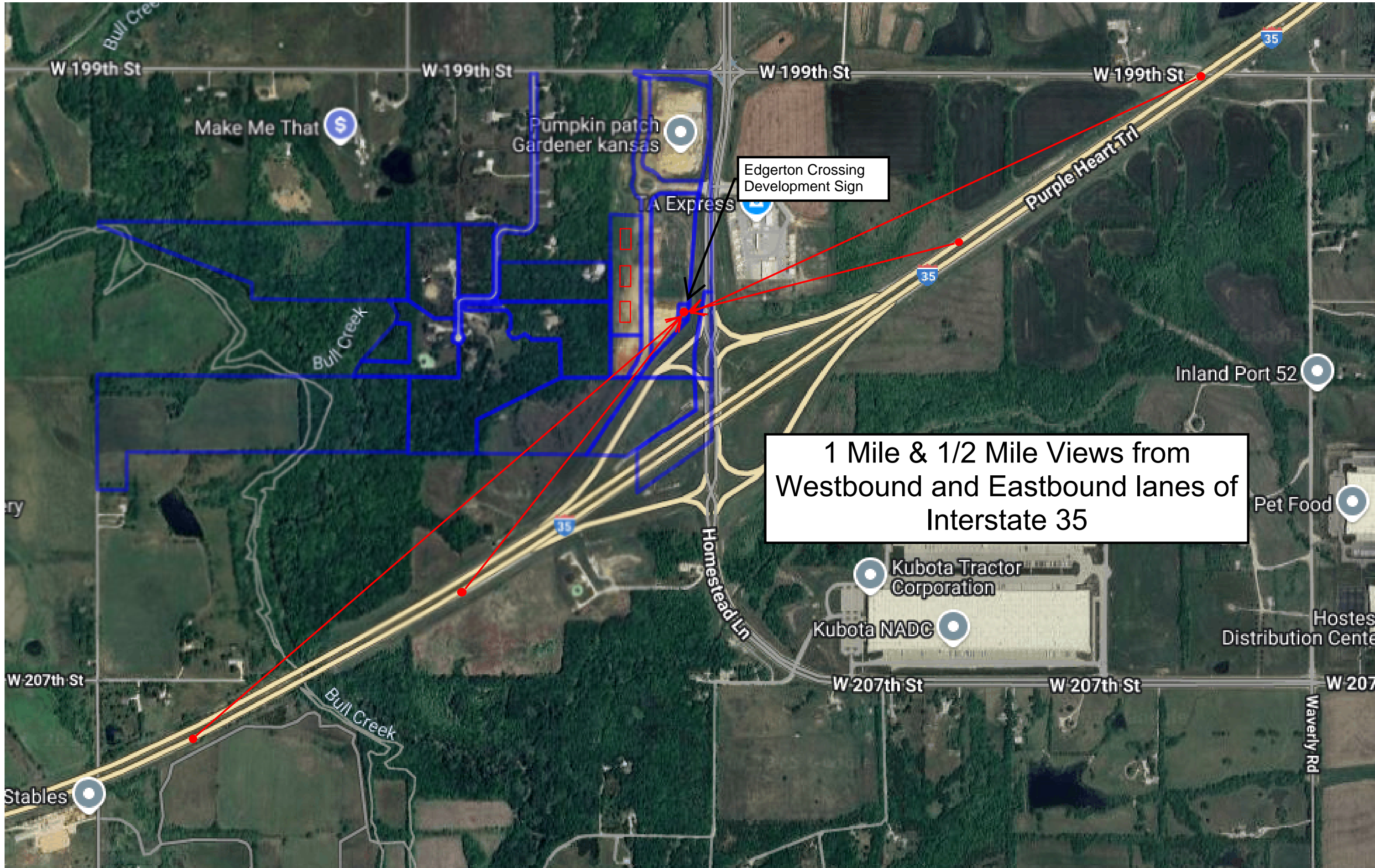
| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

CITY OF EDGERTON, KANSAS
EDGERTON CROSSING
SITE PLAN

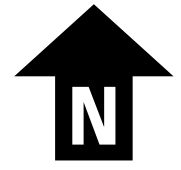
DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



Project No.:
EC2023-34
 Date:
8/5/2025
 Sheet No.:
1 OF 2



1 Mile & 1/2 Mile Views from Westbound and Eastbound lanes of Interstate 35



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

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| R15 | 03.28.2025 SP |
| R16 | 04.09.2025 SP |
| R17 | 05.05.2025 SP |
| R18 | 07.01.2025 SP |

JO #

Approval

A/E Sign / Date

Client Sign / Date

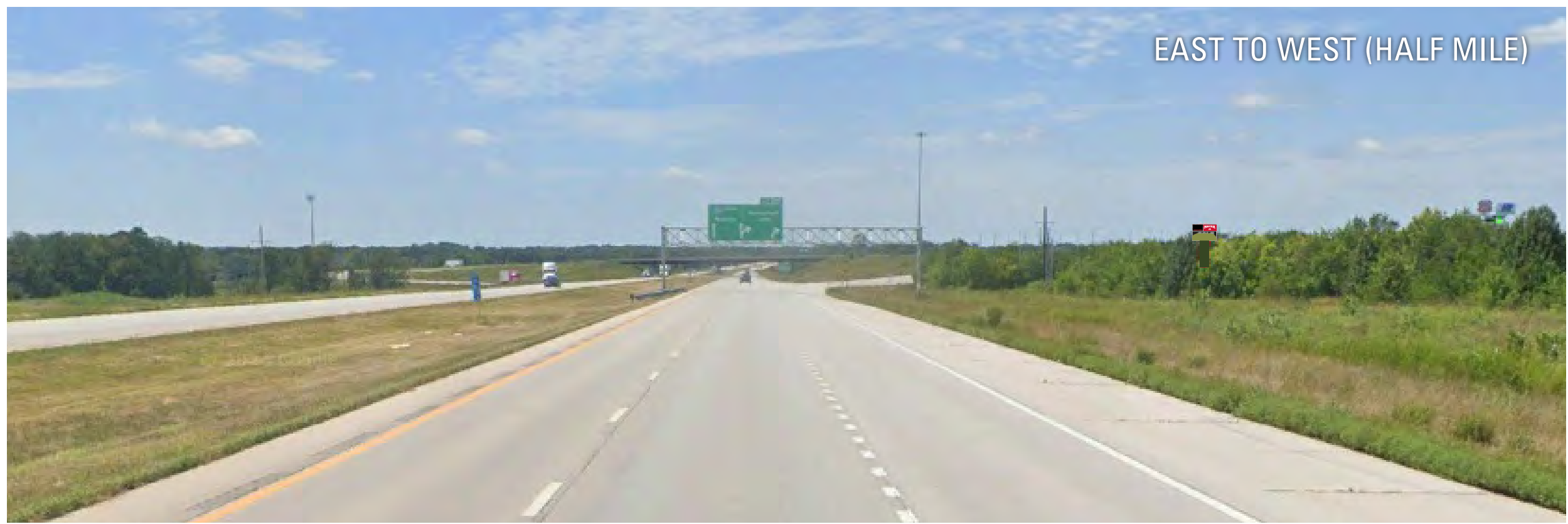
Maverik #TBD

200th Street & Homestaed Lane
Edgerton, Kansas

Acct. Exec: Matthew R Wren
Designer: Mitchell E Stapley

OPY-59212 R18

LOC 0.5

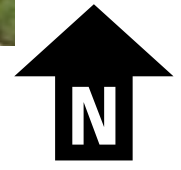


EAST TO WEST (HALF MILE)



EAST TO WEST (MILE)

SIGN NOT VISIBLE
THROUGH TREES



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com
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This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



Revisions

| No. | Date / Description |
|------------|----------------------------|
| Org. | 02.23.2024 |
| R1 | 04.04.2024 Page Added (MS) |
| R11 | 02.28.2025 SP |
| R12 | 03.03.2025 SP |
| R13 | 03.18.2025 (MS) |
| R14 | 03.21.2025 (MS) |
| R15 | 03.28.2025 SP |
| R16 | 04.09.2025 SP |
| R17 | 05.05.2025 SP |
| R18 | 07.01.2025 SP |

JO #

Approval

A/E Sign / Date

Client Sign / Date

Maverik #TBD

200th Street & Homestead Lane
Edgerton, Kansas
Acct. Exec: Matthew R Wren
Designer: Mitchell E Stapley

OPY-59212 R18

LOC 0.6



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com

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Revisions

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| R13 | 03.18.2025 (MS) |
| R14 | 03.21.2025 (MS) |
| R15 | 03.28.2025 SP |
| R16 | --- |
| R17 | --- |
| R18 | --- |

JO #

Approval

A/E Sign / Date

Client Sign / Date

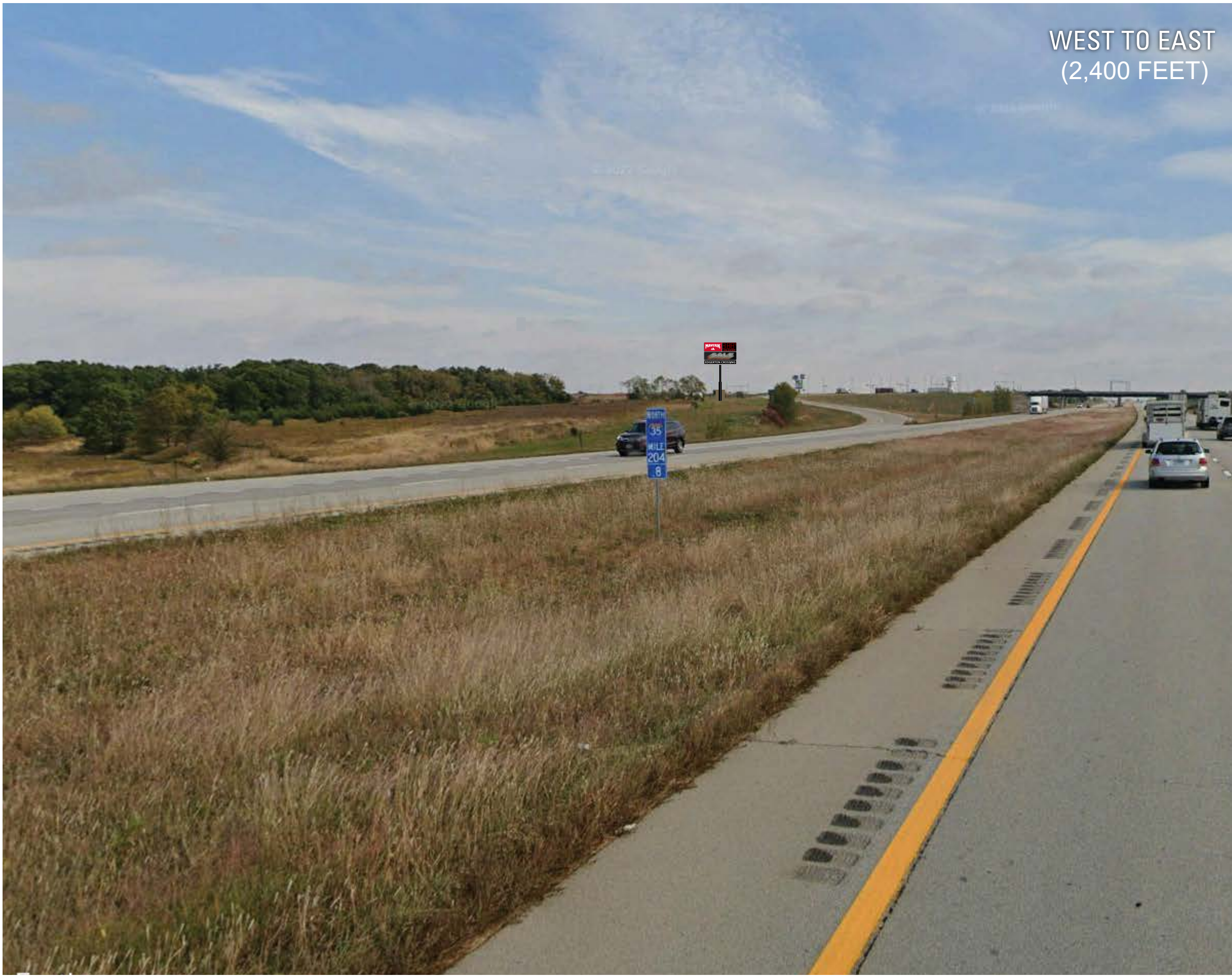
Maverik #TBD

200th Street & Homestaed Lane
Edgerton, Kansas

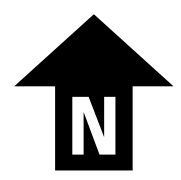
Acct. Exec: Matthew R Wren
Designer: Mitchell E Stapley

OPY-59212 R15

LOC 0.3



WEST TO EAST
(2,400 FEET)



EAST TO WEST (OFF RAMP)
(1,800 FEET)



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

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| R13 | 03.18.2025 (MS) |
| R14 | 03.21.2025 (MS) |
| R15 | 03.28.2025 SP |
| R16 | --- |
| R17 | --- |
| R18 | --- |

JO #

Approval

A/E Sign / Date

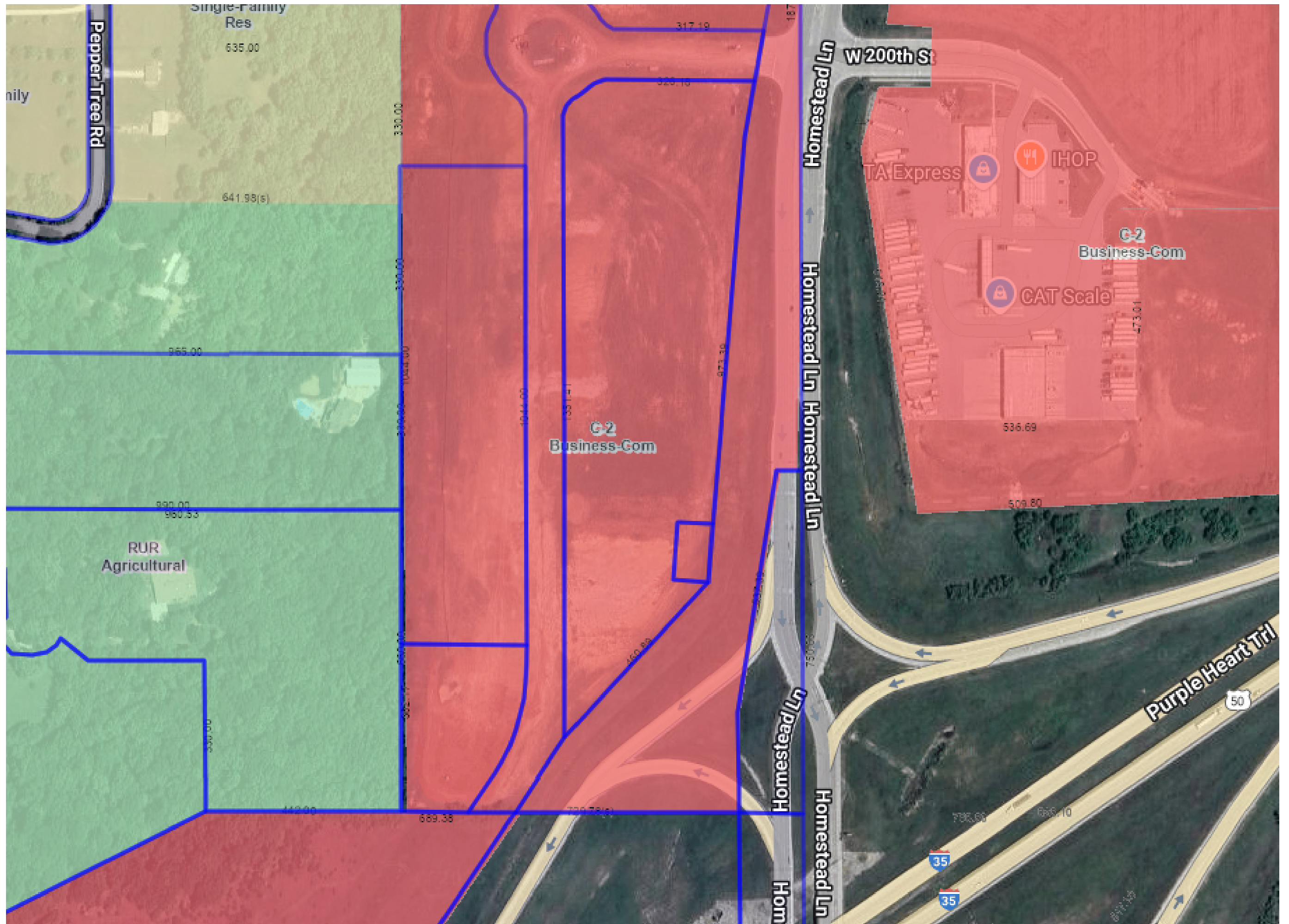
Client Sign / Date

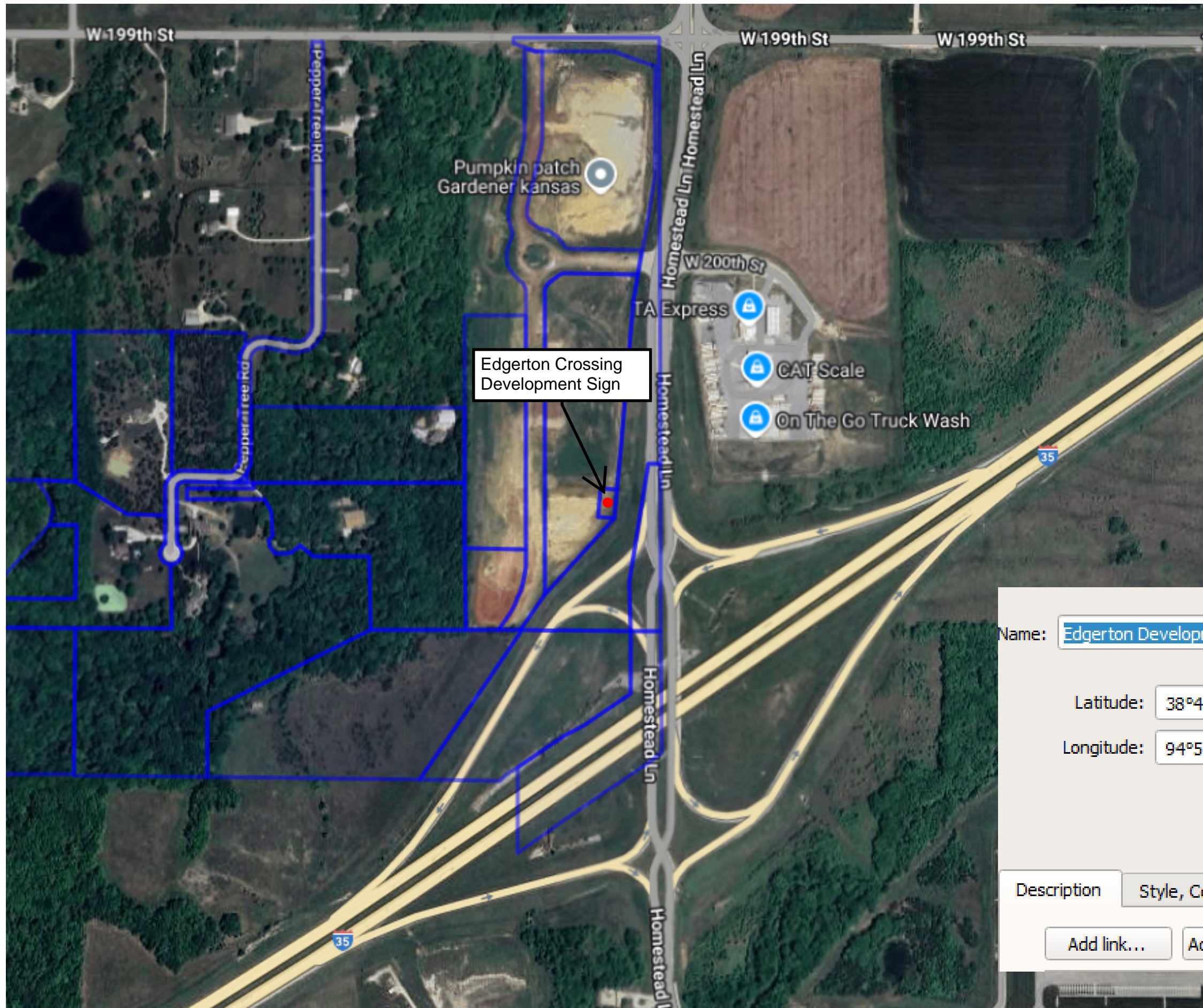
Maverik #TBD


200th Street & Homestead Lane
Edgerton, Kansas
Acct. Exec: Matthew R Wren
Designer: Mitchell E Stapley

OPY-59212 R15

LOC 0.4



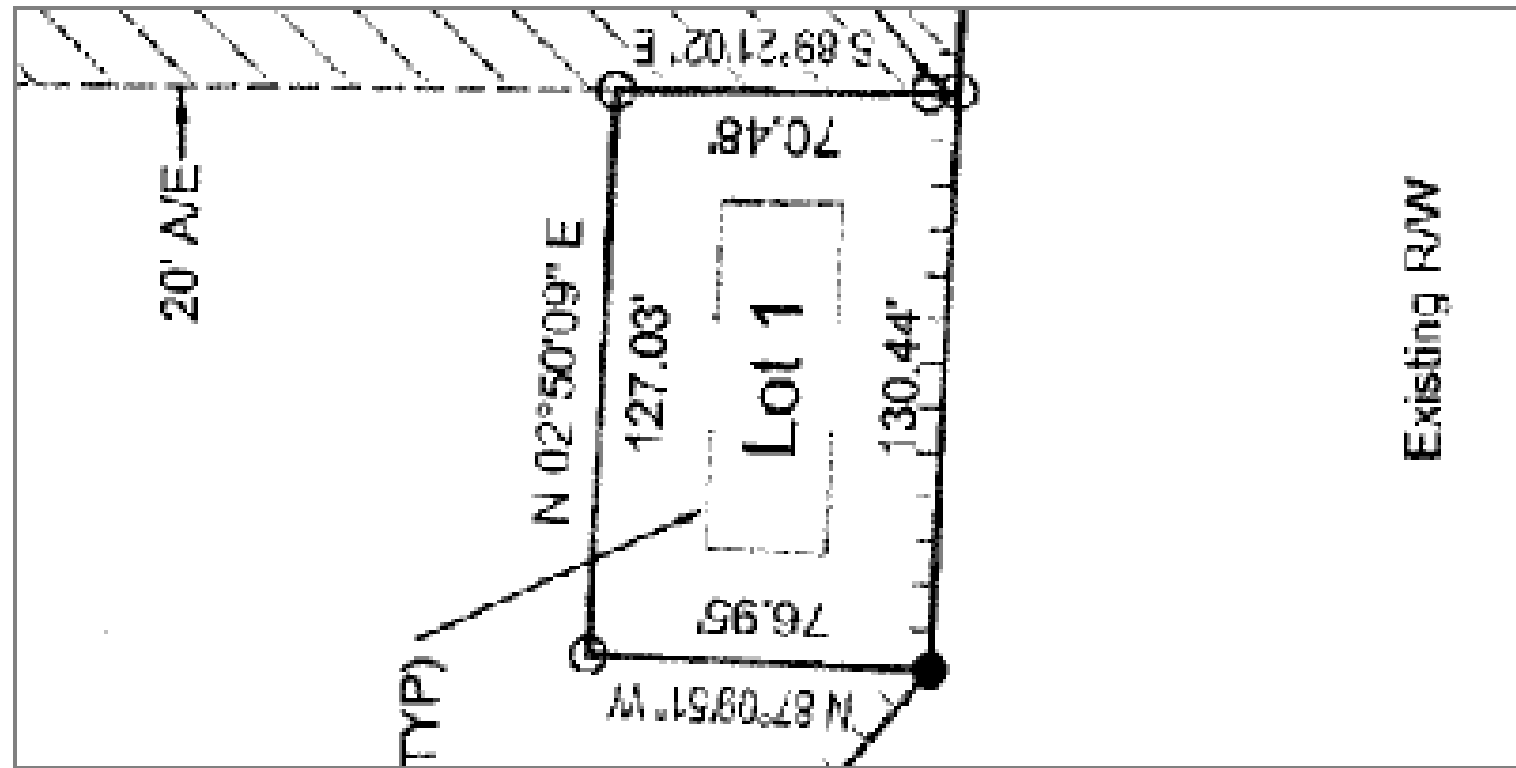


Name: 

Latitude:

Longitude:

Description Style, Color View Altitude



[mouse wheel over image to zoom / drag to recenter]

Maverik Site

Maverik Building

- Finished Floor: 998'
- Height of Side Wall: 1,017'
- Height of Entry Peak: 1,027' - 1"

Edgerton Crossing Development Sign - Lot 1

← 200.00 ft →



Interstate 35 Alignment (off map)

7/21/2025

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 70,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measure illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter, even though their light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in the broader arc out from the face of the sign.

In the LED industry, luminance, or the intensity of visible light, is measured by nits, where one candela per square meter equals one nit. However, luminance meters are expensive, difficult to use in the field, and not ideal for lighting studies commonly used to meet local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs are Compliant with National Lighting Requirements

Watchfire displays have adopted brightness standards endorsed by the International Sign Association (ISA) and the Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles depend on size and distance and can be adjusted as needed.

Automatic Brightness Adjustment:

All Watchfire displays automatically adjust brightness levels using either a 100-step hardware photocell or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based on daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. A sign operator can manually decrease the brightness from standard settings for both options. Still, for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment utilized by Watchfire Signs to measure luminance

Foot-candles/lux: Minolta Illuminance Meter T-10

NITs/candela/sq.m: Minolta Luminance Meter LS-100.

Sign calibration: Minolta CS-1000 Spectra Radiometer is used.

The preceding study uses the illuminance meter's actual lab measurements on modules. These measurements and extrapolations were then scaled up to the size of the sign, and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

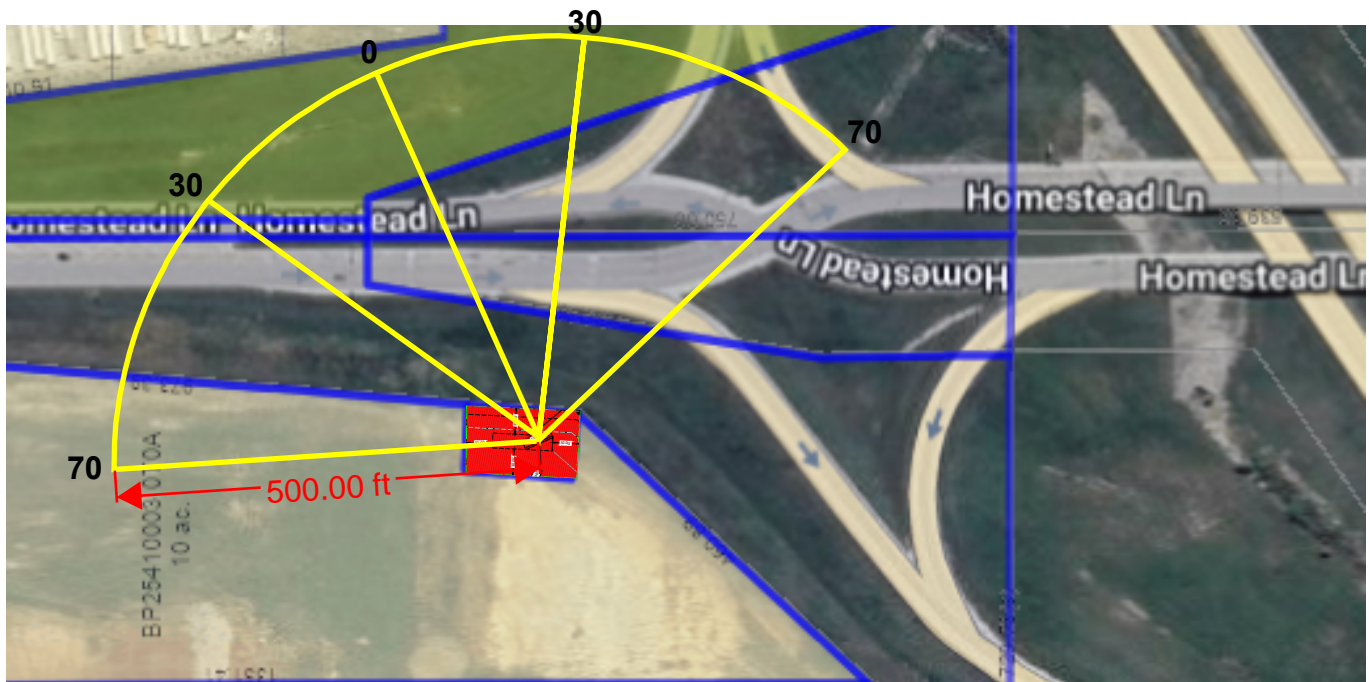
Size: 8' x32' Digital Display

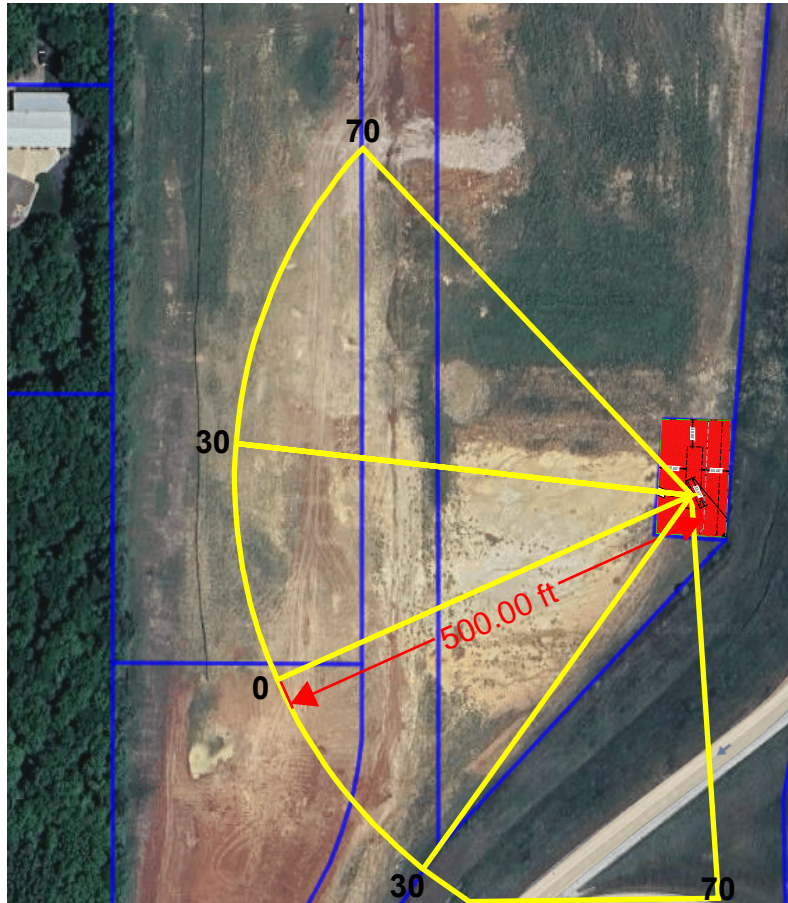
Location: Maverick, 200th Street and Homestead Lane, Edgerton, KS

The table below represents a large LED display, demonstrating the sign's increased illuminance during regular night operation.

| Foot-candles at night under normal operation | | | | | |
|--|--------------------------|------|------|------|------|
| | Horizontal Viewing Angle | | | | |
| Viewing Distance (ft) | 0° | 20° | 40° | 60° | 70° |
| 100 | 0.67 | 0.62 | 0.54 | 0.37 | 0.23 |
| 200 | 0.17 | 0.15 | 0.13 | 0.09 | 0.06 |
| 300 | 0.07 | 0.07 | 0.06 | 0.04 | 0.03 |
| 400 | 0.04 | 0.04 | 0.03 | 0.02 | 0.01 |
| 500 | 0.03 | 0.02 | 0.02 | 0.01 | 0.01 |

Example Broadcast of Light at Distances and Angles

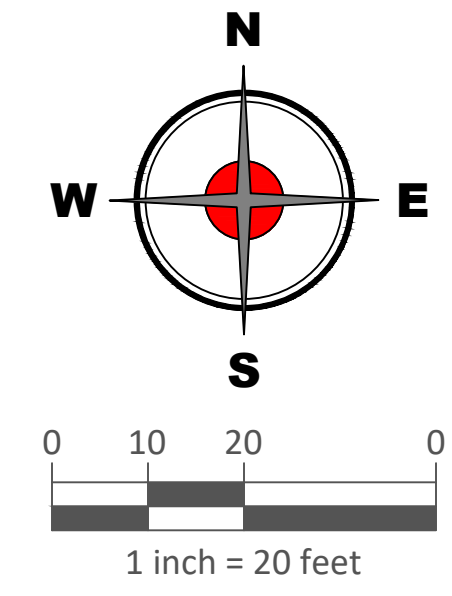
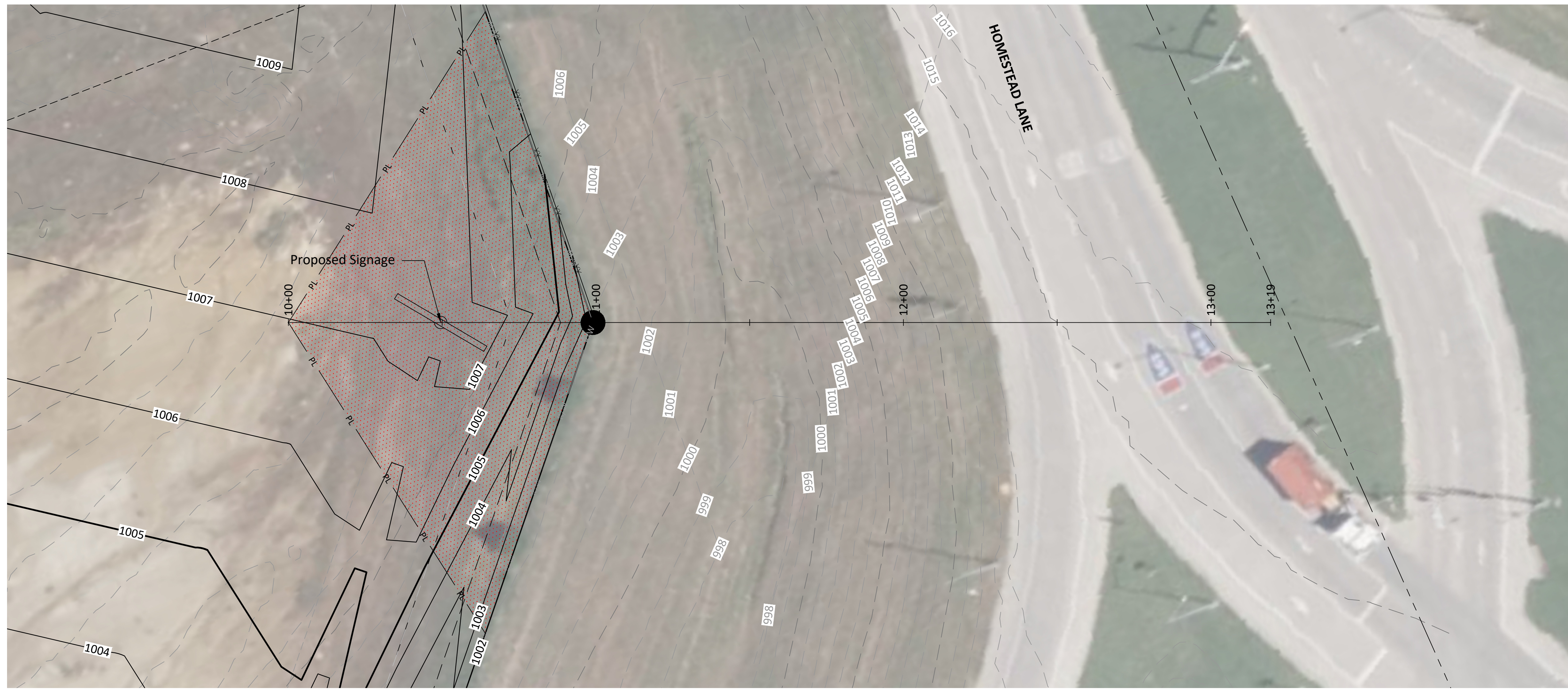




Conclusion

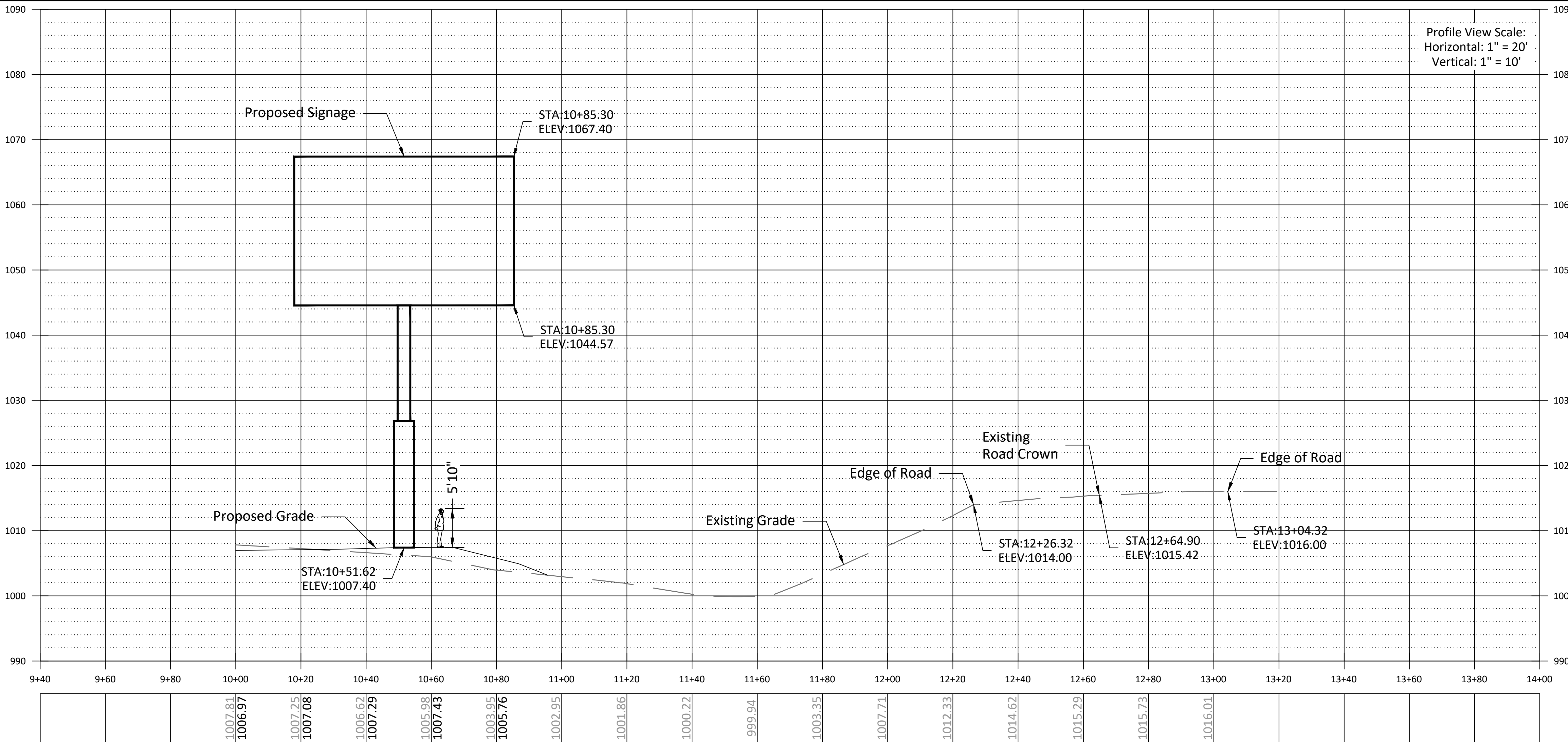
Given the above comparisons and measurements, the area will experience an almost undetectable difference in ambient light after installing the Digital LED display.

Ray Digby
Office 800-637-2645, ext 3006
email ray.digby@watchfiresigns.com



NOTE:

- Existing Road Topographic Information was obtained from Johnson County LIDAR website



| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

**CITY OF EDGERTON, KANSAS
EDGERTON CROSSING
SIGNAGE CROSS SECTION**

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

PLANNING COMMISSION
August 12, 2025 Minutes

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on August 12, 2025. The meeting was convened when Chair Tina Mathos called the meeting to order at 7:00 PM.

1. ROLL CALL

| | |
|-----------------|---------|
| Jeremy Little | present |
| Tina Mathos | present |
| Adam Draskovich | present |
| Ray Soemer | absent |
| Jordyn Mueller | present |

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator
Beth Linn, City Administrator

2. **WELCOME** Chair Mathos welcomed all in attendance to the meeting.
3. **PLEDGE OF ALLEGIANCE** All present participated in the Pledge of Allegiance.

CONSENT AGENDA

4. Minutes from the July 8, 2025 Planning Commission Meeting.

Commissioner Mueller moved to approve the Consent Agenda. The motion was seconded by Commissioner Little. The Consent Agenda was approved, 4-0.

Regular Agenda

5. **Declaration.** There were no declarations made.

Business Requiring Action

New Business

6. **CU2025-0002: CONDITIONAL USE PERMIT APPLICATION FOR EDGERTON CROSSING LOCATED ON THE NORTHWEST CORNER OF INTERSTATE 35 AND HOMESTEAD LANE**

Mr. Zachary Moore, Development Services Director, stated there are a few housekeeping items that need to take place prior to the applicant making their presentation. The first item that Mr. Moore clarified is that the applicant has handed out some items, most of which was included in the packet that was published, however the last two (2) pages have not been

reviewed by City staff. Those pages are attached to these minutes. The next item Mr. Moore explained was in the Staff Report in the Section 7.1.C section in Item 6.a. The Staff Report states the residential property is roughly at a 70° angle from the sign. That was from a previous draft of the Staff Report and is roughly a 45° angle from the sign. Another amendment to point 2.a in the same section of the Staff Report. The Staff Report states that one (1) residential dwelling is separated by the creek. There are two (2) houses on the east side of the creek and not the aforementioned one (1).

Chair Mathos requested the applicant present their application to the Commission.

Mr. Nick Halfhill with Maverik, tenant of the Edgerton Crossing development, addressed the Commission. He explained the proposed sign is being done in collaboration between Maverik and the property owner, Woodstone Builders, of Edgerton Crossing, which is a large commercially zoned development. Future tenants of the Edgerton Crossing development will be restaurants and other businesses who will also want to use part the sign and only one (1) sign is allowed per the Unified Development Code (UDC). He stated that Maverik will be the first tenant, and the market demands the gas prices be shown. A map was shown as to where sign will be and Mr. Halfhill explained that the sign is where the diverging diamond starts to turn into the ramps for Interstate 35 (I-35). He stated that the sign will be constructed on an out lot, but future development will mean the sign will most likely be in a parking area for a future business. The angle of the sign will closely align the sign face to I-35.

Mr. Halfhill stated that the proposed sign face is 768 square feet, which is a lot less than the 900 square feet that is allowed. As part of the submittal, viewpoints from I-35 were required from one (1) and one half (1/2) mile from the sign. Those were provided, as well as viewpoints from the off-ramps, which is closer than one half (1/2) mile. He explained the viewpoints show a rendering as to what the sign will look like at those points along the interstate. The renderings do show that the existing interstate pole sign is also visible from I-35. The sign across Homestead Lane was proposed under the same regulations that this proposal must meet. The angle and size of the proposed sign for Maverik and Edgerton Crossing are similar to that as the existing interstate pole sign.

He stated Yesco will be building the signs for Maverik, and they have been in the business for a long time. A separate vendor, Watchfire, will do the part that shows the pricing which will be LED lights. Mr. Halfhill stated that Watchfire is a leader in the LED panels. He knows that people will want to know what the sign will look like at night and the amount of light the sign will put off. There are many examples of horrible signs. Mr. Halfhill stated that the signs will have a sensor installed that will automatically adjust the amount of light that the sign is emitting. The dimmers will set the LEDs to be at 0.3 footcandles above the ambient light.

Mr. Halfhill said there is a page in the Staff Report that shows the sign and the light that the sign will be shed in a 140-degree array. The sign is angled to face the interstate and that is where the bulk of the lighting goes. The footcandle readings at 500 feet are extremely low and as the viewing angle decreases the more direct and brighter the lighting is. The brightness of the sign will be negligible and be close, if not at zero footcandles at the property line of the nearby residences. He stated that seeing the sign at night will happen, just like someone can see a flashlight at night from far away, but the sign will not be casting additional light on to other properties. He explained the sign needs to be at the height proposed so drivers can see

the sign above the tree line as they drive along I-35. The Maverik site is north of the proposed sign, so the sign will be key at indicating that the Maverik store is there prior to drivers nearing the exit.

He explained that the sign will not have a major effect on nearby properties due to the angle of the sign and the existing tree canopy. He understands that there will be a difference during the fall and winter, but the sign is not directly facing the closest residences. He reiterated that any light can be seen at night regardless of how bright it is or what the light source is. There are many lots along the west of Jubilee Street that will eventually be developed with additional commercial uses that will help block the sign from the residential properties. Mr. Halfhill was aware of discussions about the business model of Maverik. He explained that at a separate Maverik store, diesel pumps were added to the store. After a year, the diesel pumps were advertised on the pole sign and the business really grew. He explained that the interstate pole sign does help generate business. They will seek adding the blue information signs along I-35, but the interstate pole sign will still help promote business. He said many other businesses still use pole signs to help drive business. He said they are making a big investment, \$500,000 to \$750,000 for the sign, and this will help grow their business with minor impacts.

Chair Mathos asked City staff to present their findings and the Staff Report.

Mr. Moore spoke before the Commission. He explained that this is a request for a CUP for an interstate pole sign at the northwest corner of the interchange of I-35 and Homestead Lane for the Edgerton Crossing development with the Maverik convenience store on the north side of the development. An interstate pole sign is a conditional use under the C-2, Heavy Service Commercial, zoning designation, which the subject property is currently zoned. A CUP application requires a public hearing to be held by the Commission. The application will then be presented to the City Council later. Mr. Moore stated the Edgerton Crossing development will also include a hotel with a conference center and restaurants as part of a previously approved development agreement.

Mr. Moore explained the subject site is just under a quarter of an acre and was annexed in 2011 and was rezoned to C-2, Heavy Service Commercial, later in 2011. A previous developer had a Preliminary Plat approved in 2019, however the Preliminary Plat became null and void after a year as no Final Plat was approved for any portion of the Preliminary Plat as required by the UDC. The Edgerton Crossing Preliminary Plat was approved in 2021, and the first Final Plat was approved on April 28, 2022 and later recorded with Johnson County. The Final Plat was revised and recorded with Johnson County in 2024, which created the subject parcel. He stated that the Future Land Use Map (FLUM) in the 2050 Envision Edgerton Comprehensive Plan has the subject property in Gateway Commercial, which the C-2 zoning designation is aligned with.

Mr. Moore said that the UDC outlines specific requirements that must be met and information that must be provided for the request to be compliant with the adopted code. The first requirement is the overall use of the proposed development. The proposed development will be commercial in nature and is currently being developed with a convenience store with gasoline and diesel fuel sales. The principal building height must be shown on the plans. Mr. Moore stated that the Maverik store has a lower elevation than 200th Street and will be 29 feet in height. The surrounding land uses and zonings need to be examined as well. Each

property that is immediately adjacent to the subject property is zoned C-2. Commercially zoned property exist to the north, east, and south of the Edgerton Crossing development. There are residentially zoned parcels to the west of the Edgerton Crossing Development. The UDC requires the property to be within 500 feet of the interstate right-of-way, which the subject property is adjacent to the interstate right-of-way. An exhibit showing the elevation of the proposed sign and the nearest City roadway. The proposed grade of the site is approximately 1007 feet above sea level, and the elevation of the adjacent roadway at its nearest edge is 1014 feet above sea level, so the base of the sign will be seven (7) feet below the nearest City roadway. Mr. Moore explained that the UDC allows the sign to be up to 900 square feet in size and the applicant is proposing 769 square feet of signage, which is well within the allowed size. The proposal shows the sign to be mounted at a height of 60 feet, which meets the requirements of the UDC. The applicant has provided the required line-of-sight drawings. The distances of those drawings are one (1) mile and one half (1/2) mile. The applicant has also included two (2) additional line-of-sight drawings from closer vantage points that are not required by the UDC. He stated that Article 12 of the UDC requires a 30-foot setback from each property line. That setback is being met due to the angle of the proposed sign. He continued that Article 12 does allow for changeable copy, provided that there is no flashing, intermittent, or moving lights, and that LED signs must display an image for a minimum of eight (8) seconds. The applicant has indicated that the changing copy on the sign will be displayed for that minimum eight (8) seconds.

Mr. Moore explained that Article 7 of the UDC allows the Commission, in accordance with the procedures and standards of the UDC, to recommend the Governing Body authorize buildings, structures, and uses as Conditional Uses in specific instances in particular districts set forth provided that:

- a. The location is appropriate and consistent with the Comprehensive Plan;
- b. That the public health, safety, morals, and general welfare will not be adversely affected;
- c. The necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- d. Further provide that additional standards of Article 7 be specified as a condition of approval.

He stated that City staff reviewed the submittal against the approval criteria that is outlined in Section 7.1.C of the UDC. There are 14 criteria and Mr. Moore touched on them briefly. He said the first is the need of the proposed use in the community. The sign would help inform travelers along I-35 and help alert them to the development. The next is the character of the neighborhood. The property is zoned C-2, Heavy Service Commercial, and is surrounded by other C-2 zoned properties. There is a truck stop across the street to the east and a unplatted, low-density neighborhood to the west. The third criterion is the nature and density of the proposed use and its compatibility with the zoning and uses of the nearby properties. Mr. Moore stated that all adjacent properties are zoned C-2 and at the interchange of an interstate and major road. The only development on the site is the Maverik convenience store and the fuel canopies. The next criterion is the suitability of the property without the proposed CUP. Mr. Moore explained the property is currently undeveloped and was platted with the use of the sign being the intended use. If the CUP is denied, the property owner will likely have to replat the property as the size of the property is too small for many of the permitted by right uses of the C-2 district. The fifth criterion is the length of time the property has been vacant.

He said there has not been any development since the property was rezoned to C-2 in 2011. The sixth criterion is the possible detrimental effect on nearby properties. He stated that the nearest residential property is about a 45° angle from the sign and is greater than 500 feet away. Per the provided lighting study, the footcandles would be less than 0.01 at that angle and distance from the sign. Mr. Moore said the next criterion is the adequacy of ingress and egress of the site of the proposed use. He explained that a maintenance and access road will need to be provided. There is a cross-access easement that is platted. The design of the roadway must be approved by City staff. It has been listed as a stipulation that the design must be approved prior to the issuance of a building permit for the sign. Mr. Moore said the next criterion is the availability and adequacy of the required utilities and services for the proposed use. The only utility that will be needed is electricity, which can be extended from the north. The following criterion is any adverse effects on the capacity or safety of the road network. Mr. Moore said there would not be any effect to the capacity or safety to the roadway. The next is any environmental impacts. He explained the only impact would be nighttime lighting, but the footcandles would be zero, or close, to any of the residential uses. The eleventh criterion is the economic impact of the proposed use. The sign would alter travelers to the amenities available in the Edgerton Crossing development, which will include, but not limited to, the Maverik convenience store, a future hotel, and future restaurants. The use of those amenities would be a boost to the City's sales tax. The next criterion is the relative gain to the public health, safety, and welfare from a denial of the CUP. Mr. Moore stated there would be little to no gain should the application be denied. A hardship of the denial would be that the property owner would have to replat the property because the size of the property is too small for any other development. The thirteenth criterion is the consistency with the City's Comprehensive Plan, Capital Improvement Plan, ordinances. The FLUM within the Comprehensive Plan designates the subject property as Commercial Gateway, which is what the proposed sign is consistent with. Mr. Moore explained the final criterion is the recommendation of City staff.

City staff recommends approval of CUP Application CU2025-0002 for the Edgerton Crossing Interstate Pole Sign with the following stipulations:

1. The CUP will be valid for ten (10) years from the date of approval by the City of Edgerton Governing Body.
2. Plans for an access and maintenance road to the proposed sign must be submitted by the applicant, reviewed and approved by City staff, and constructed by the developer prior to the issuance of a building permit for the Interstate Pole Sign

Chair Mathos explained that the application does require a public hearing and opened the public hearing.

Mr. Chris Clinton, Planning and Zoning Coordinator, read a letter submitted to City staff. The letter is attached to these minutes.

Mr. Lonny Vlieger, 19910 Pepper Tree Lane, Edgerton, KS, inquired about the flashing lights. He stated he has a CUP for his property and asked what the conditions of approval are for the proposed sign. He said the plans did not make it clear if there would be additional signage added, or if it will only be what is shown. He added that there is a sign across the street on Homestead Lane and he hopes the same regulations are met as that sign.

Mr. Jason Sowers, 19911 Pepper Tree Lane, Edgerton, KS, addressed the Commission. He thanked the applicant and Mr. Moore and was happy to hear that the Outdoor Advertising Association of America (OAAA) and International Sign Association (ISA) guidelines are being taken into consideration. He said a lot of municipalities are adopting those guidelines into their codes. He stated that the existing interstate pole sign across Homestead Lane has garnered a lot of attention. Even Johnson County Commissioner Allenbrand has stated how bright the sign is. This is why there are so many concerns regarding this proposal. He inquired if the sign needs to be 60 feet tall with it being on top of a hill. The other question he had was about the directional LEDs and if they are just for the digital gas pricing sign or if it included in the backlight the logos. He requested that if the sign is approved, then a line-of-sight study be done for the wintertime when the deciduous trees lose their leaves as it will change that line-of-sight drastically. He said he agrees with the previous comments and concerns. He welcomed Mr. Moore, Commissioners, and the Governing Body to come onto his property and do light studies and readings as he is the closest to the sign.

Mr. Shannon McMurdo, Woodstone Builders, thanked the Commission for their consideration of this application. He explained that the signage will attract business to Edgerton Crossing without any bright lights. They want to be good neighbors. He requested the Commission to recommend approval and move the application forward.

Commissioner Little moved to close the public hearing. Commissioner Draskovich seconded to close the public hearing. The public hearing was closed, 4-0.

Commissioner Little requested Mr. Moore address the questions and concerns brought up during the public hearing. Mr. Moore stated that the UDC does allow for changing copy on the sign, but the sign will not flash as images will be shown for the minimum of eight (8) seconds. He explained that City staff is recommending the CUP be valid for ten (10) years. After which the applicant will need to remove the sign or request a renewal of the CUP and would have to adhere to the regulations of the UDC at that time. If any additional signs on the pole are requested, then another CUP would have to be applied for. Mr. Moore explained that the applicant is requesting that the sign be 60 feet tall, which is within the maximum allowance to the code as it could be seven (7) feet higher per the UDC. He stated he will let the applicant answer if the sign needs to be that height and the questions regarding the directional LEDs. He explained that City staff can take light readings as needed. The Governing Body will hear the application at their September 11, 2025 meeting and it would be at the applicant's discretion as to whether or not to include additional line-of-sight drawings. The Commission can add that the inclusion of wintertime line-of-sight drawings as a stipulation. Mr. Vlieger reminded Mr. Moore about the question regarding the sign across Homestead Lane and the regulations for that sign. Mr. Moore replied that the same standards were in place at the time that application was heard and approved as this proposal.

Commissioner Draskovich asked if there are similar signs built by Yesco in the Kansas City area that can be viewed to get an idea what the sign could look like and how much light the sign gives off. He explained that light pollution can be hard to understand and just looking at numbers on a piece of paper doesn't tell the whole story. He stated there is a LED sign near downtown Kansas City and it can be blinding, so seeing a similar to the proposed sign would

be beneficial. Commissioner Draskovich also inquired if the applicant could install a shield or angle the sign away from the nearby residents.

Mr. Halfhill responded that he assumes that there are similar ones nearby, but there is not a similar Maverik sign as they are rarely part of a multiple tenant development. He said that if it is in the air above everything, then travelers will be able to see it. He said that if an image changes too slowly, travelers can miss the message, but if it changes too much, then it could distract the drivers completely. He explained that the store will be opening around the Thanksgiving holiday, so revised line-of-sight drawings for the wintertime would not be available by the time the store is to open. Mr. Halfhill said they could install a screen but it would change the engineering of the sign and the sign would still be able to be seen by the neighbors, even with the light blocked. Any additional attachments to the sign will need to meet additional regulations and the safety of those around the sign will be of the utmost importance. He explained they are happy to alleviate any concerns where feasible and safely within their time constraints. They are happy to meet with their neighbors to discuss options and how they are able to help. Mr. Halfhill stated that all LEDs are directional, as that is how they are constructed. The LEDs in the panels will back light those signs and will be directed towards the sign face. The price board will have a higher angle of visibility to get the message to all travelers possible along I-35. The angle of the sign is just so that it is perpendicular of that of I-35 and meets the setback requirements of the UDC.

Ms. Beth Linn, City Administrator, stated that the new information that was submitted by the applicant does state that this sign will meet the regulations set by the OAAA and ISA. A key component of that is the sign will be equipped with dimming LEDs that will automatically dim at night. The sign will always be 0.3 footcandles above the ambient light. This will reduce the light that the sign gives off at night and be so bright like the one Commissioner Draskovich mentioned near downtown Kansas City.

Commissioner Little inquired if a light study could be done prior to the installation of the sign and after the sign is completed. Mr. Moore replied that it can be done and City staff will follow up with that. He added that if the information provided in the packets is not correct and there is additional lighting being shed onto the residences nearby, then there is an issue with the CUP, which could be revoked.

Commissioner Mueller moved to recommend approval of CU2025-0002, Edgerton Crossing Interstate Pole Sign with the stipulations outlined by City staff. The motion was seconded by Commissioner Draskovich. CU2025-0002 was recommended for approval with the stipulations, 4-0.

7. FUTURE MEETING REMINDERS

Chair Mathos stated that the next regular sessions are scheduled for September 9, 2025 at 7:00 PM; October 14, 2025 at 7:00 PM and November 12, 2025 at 7:00 PM.

8. ANNOUNCEMENTS

There were no announcements made.

9. **ADJOURN**

Commissioner Draskovich moved to adjourn the meeting. Commissioner Little seconded the motion. The meeting was adjourned at 7:58 PM, 4-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

DRAFT

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Public Works

Agenda Item: Consider a Grant Agreement between the USDOT FHWA and the City of Edgerton to Accept Funding through the Safe Streets and Roads for All (SS4A) of \$220,000.00 for The Edgerton Safety Action Plan

Background/Description of Item:

On May 16, 2024, City Staff submitted an application to the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT) for the planning and demonstration grant through the Safe Streets and Roads for All Program (SS4A). Concurrently staff applied for match funding to be provided through the Build Kansas Fund. The total project cost is \$275,000 with \$220,000 funding from FHWA, \$45,000 from the Build Kansas Fund, and \$10,000 in-kind match of staff time and equipment.

In September of 2024, the City of Edgerton was notified of the grant award. Due to the policy changes regarding grants at the federal level the grant documents were revised numerous times between City Staff and the FHWA point of contact.

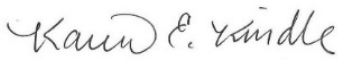
On September 8, 2025, City Staff received confirmation that the final grant agreement documents were prepared. City Attorney has reviewed the attached documents with no issues noted. City Staff recommends execution of the attached grant agreement for the Edgerton Safety Action Plan.

Related Ordinance(s) or Statue(s):

Funding Source: SS4A Grant, Build Kansas Fund

Budget Allocated: \$275,000

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approval to Execute a Grant Agreement between the USDOT FHWA and the City of Edgerton to Accept Funding through the Safe Streets and Roads for All (SS4A) of \$220,000.00 for The Edgerton Safety Action Plan.

Enclosed: Edgerton KS SS4A Grant Agreement and Exhibits
SS4A FY24 Exhibits_3172025
SS4A FY24 Terms and Conditions_3172025

Prepared by: Holly Robertson, P.E. CIP Project Manager

- 1. Federal Award No.**
693JJ32540840
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
City of Edgerton
404 E Nelson St
PO Box 255
Edgerton, KS 66021

Unique Entity Id.: PXZFKRGFCN66
TIN No.: 480734242
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 26 months
- 7. Total Amount**
- | | |
|----------------------|-----------|
| Federal Share: | \$220,000 |
| Recipient Share: | \$55,000 |
| Other Federal Funds: | \$0 |
| Other Funds: | \$0 |
| Total: | \$275,000 |
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA250087PR
- 11. Federal Funds Obligated**
\$220,000
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000
.41010.61006600
- 14. Description of the Project**
To develop a new comprehensive action plan and supplemental planning activities to identify and solve safety issues in the City of Edgerton’s road system.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Donald Robertson
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector R, Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Edgerton (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Edgerton Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: The Edgerton Safety Action Plan

Application Date: 05/16/2024

2.2 Award Amount.

SS4A Grant Amount: \$220,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The project will be completed in one phase.

The Edgerton Safety Action Plan will include a new comprehensive action plan following USDOT requirements and supplemental planning activities to identify and solve safety issues in our road system. Both known areas of serious injury and fatal crashes as well as safety concerns of the community will be addressed in this plan.

The City of Edgerton is connected to multiple economic centers including the BNSF Intermodal Facility, Logistics Park Kansas City (LPKC), the Kansas City metropolitan area, and sources of the global food supply through our local farms. As Edgerton continues to grow both with new residential and commercial developments as well as the continued expansion of LPKC it is essential that we evaluate the safety of the current and future expansion of our road system.

The Edgerton Safety Action Plan will include data gathering measures to identify safety related problems and provide strategies to address and remedy those problems. This plan will incorporate community input and collaborate with connected stakeholders like Johnson County, KDOT, and other connected transportation entities to create an inclusive approach to safety. The Edgerton Safety Action Plan will establish achievable goals for the City to greatly reduce crash severity as well as improve the safety culture in our community.

3.2 Project's Estimated Schedule.

Action Plan Schedule

| Milestone | Schedule Date |
|---|-----------------|
| Planned Final Plan Publicly Available Date: | August 1, 2027 |
| Planned SS4A Final Report Date: | October 1, 2027 |

Supplemental Planning Schedule

| Milestone | Schedule Date |
|---|-----------------|
| Planned Final Plan Publicly Available Date: | August 1, 2027 |
| Planned SS4A Final Report Date: | October 1, 2027 |

Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|-------------------------------------|------------------|
| SS4A Grant Amount: | \$220,000 |
| Other Federal Funds: | \$0 |
| State Funds: | \$45,000 |
| Local Funds: | \$0 |
| In-Kind Match: | \$10,000 |
| Other Funds: | \$0 |
| Total Eligible Project Cost: | \$275,000 |

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Holly Robertson
CIP Project Manager
City of Edgerton
404 E Nelson PO Box 255 Edgerton, KS 66021
(913) 424-3621
hrobertson@edgertonks.org

4.2 Recipient Key Personnel.

| Name | Title or Position |
|-------------------|-----------------------|
| Holly Robertson | CIP Project Manager |
| Dan Merkh | Public Works Director |
| Beth Linn | City Administrator |
| Karen Kindle | Finance Director |
| Justin Vermillion | Senior Accountant |
| Donald Roberts | Mayor |

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Kansas
Agreement Officer’s Representative (AOR)

6111 SW 29th Street, Suite 100
785-273-2600
hdaks@dot.gov

and

Catherine Patrick, P.E.
Kansas Division Office Lead Point of Contact
Transportation Engineer
6111 SW 29th Street, Suite 100
Topeka, KS 66614
785-273-2653
catherine.patrick@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred,

the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan and Supplemental Action Plan will be made publicly available and agrees that it will publish the final Action Plan and Supplemental Action Plan on a publicly available website.
- 6.5** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.6 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The entire Edgerton road system will be included in this project study area.

Table 1: Performance Measure Table

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|-------------------------------------|---|--|
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” after “Scope,” “Schedule,” or “Budget.” If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: Application period of performance start date of November 1, 2024, will be revised to a new start date and the POP was updated from 24 months to 26 months to account for time required for grant agreement, procurement requirements, and final reporting requirements including performance measures.

Budget: Changes to project total, federal share, and local share are unchanged. Changes made to SF424A Section B Budget Categories updated from application to remove indirect costs and correct errors showing one Grant Program/Activity. Updated Section B is below.

The table below provides a summary comparison of the project budget. NO CHANGE

| Fund Source | Application | | Section 3.3 | |
|---|-------------|------|-------------|------|
| | \$ | % | \$ | % |
| Previously Incurred Costs (Non-Eligible Project Costs) | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| Future Eligible Project Costs | | | | |
| SS4AFunds | \$220,000 | 80% | \$220,000 | 80% |
| Other Federal Funds | | | | |
| Non-Federal Funds | \$55,000 | 20% | \$55,000 | 20% |
| Total Future Eligible Project Costs | \$275,000 | 100% | \$275,000 | 100% |
| Total Project Costs | \$275,000 | | \$275,000 | |

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

**ATTACHMENT E
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|---|--|
| X | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i> |
| | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i> |
| | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i> |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i> |
| X | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i> |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i> |
| | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i> |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

2. Supporting Narrative.

The City of Edgerton will use a Qualifications Based Selection (QBS) to select the consultant to perform the Safety Action Plan. Price will not be a consideration for selection allowing the selected consultant to pay competitive hourly labor rates for the classifications of work involved in the project.

The City of Edgerton will include stakeholder engagement from partners within the Logistics Park of Kansas City (LPKC) a major economic and transportation hub of the region located in Edgerton. Safety

as it related to transportation will benefit LPKC. Housed within LPKC the Johnson County Community College runs a CDL school that develops new commercial drivers.

**ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|--|--|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM**

June 13, 2024

Revised: March 17, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
 - tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
 - uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

- Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
 - c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
 - d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
 - e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
 - f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
 - g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
 - h. New Restrictions on Lobbying – 49 C.F.R. Part 20
 - i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
 - j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
 - k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
 - l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
 - m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
 - n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
 - o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
 - p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
 - q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
 - r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B
ADDITIONAL STANDARD TERMS**

**TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or

contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “**Agreement**”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

By:

Date

Signature of Recipient’s Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

| | | |
|------|-----|--|
| Date | By: | Signature of USDOT's Authorized Representative |
| | | [insert name] |
| | | Name |
| | | [insert title] |
| | | Title |

U.S. DEPARTMENT OF TRANSPORTATION

**GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS**

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

- (a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.
- (b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).
- (c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.
- (d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.
- (e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.
- (f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14 PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
- (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
- (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“**Construction materials**” means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - lumber;
 - engineered wood; and
 - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

**ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

**ARTICLE 24
LABOR AND WORKFORCE**

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

**ARTICLE 26
CIVIL RIGHTS AND TITLE VI**

26.1 Civil Rights and Title VI

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30
ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

**ARTICLE 31
MANDATORY AWARD INFORMATION**

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 32
CONSTRUCTION AND DEFINITIONS**

32.1 Attachments. This agreement includes the following attachments as integral parts:

| | |
|--------------|---|
| Attachment A | Performance Measurement Information |
| Attachment B | Changes from Application |
| Attachment C | Reserved |
| Attachment D | Reserved |
| Attachment E | Labor and Workforce |
| Attachment F | Critical Infrastructure Security and Resilience |
| Attachment G | Reserved |

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

| | |
|-----------|--|
| Exhibit A | Applicable Federal Laws and Regulations |
| Exhibit B | Additional Standard Terms |
| Exhibit C | Quarterly Performance Progress Reports: Format and Content |
| Exhibit D | Form for Subsequent Obligation of Funds |

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25A Authorizing the Closure of A Public Street During the Frontier Days and New City Church Trunk or Treat

Background/Description of Item:

On Friday, October 31st, 2025, Frontier Days Committee and Edgerton New City Church will co-host a Trunk or Treat in Downtown Edgerton on Nelson Street between East 3rd and East 4th Street, in The Greenspace, and The Greenspace parking lot. The Trunk or Treat will have lots of candy, hotdog meals, music and a trunk contest from 5:30 PM to 8:00 PM.

To support this event, City staff is requesting the closure of Nelson Street (between East 4th Street and East 3rd Street) from 5:00 PM – 8:30 PM. The intersections at both East 4th Street/Nelson Street and East 3rd Street/Nelson Street will remain open to traffic.

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City staff will notify the Johnson County Sheriff's Office, Johnson County Fire District No. 1 and Johnson County Med-Act of the proposed closings.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 09-11-25A Authorizing the Closure of A Public Street During a Trunk or Treat

Enclosed: Draft Resolution No. 09-11-25A

Prepared by:

Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 09-11-25A

A RESOLUTION APPROVING THE CLOSURE OF A PUBLIC STREET NAMED HEREIN DURING THE FRONTIER DAYS AND NEW CITY CHURCH TRUNK OR TREAT

WHEREAS, the City Council of the City of Edgerton, Kansas wishes to provide successful and safe community events in Edgerton; and

WHEREAS, the City has determined that the closure of a public street would be beneficial to the safety and enjoyment of the community group Trunk or Treat in Edgerton; and

WHEREAS, City staff has reviewed the proposed street closure and does not anticipate any conflicts or issues that would prevent said closure; and

WHEREAS, the following public streets shall be closed to vehicular traffic during the community group Trunk or Treat between 5:00 PM until 8:30 PM on October 31, 2025:

- Nelson Street between East 4th Street and East 3rd Street

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration named above for the Trunk or Treat.

SECTION ONE: EFFECTIVE DATE

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Todd Luckman for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25B Authorizing Special Event Permit And Use of Public Property for The Frontier Days and New City Church Trunk or Treat

Background/Description of Item:

The Trunk or Treat co-hosted by Edgerton Frontier Days Committee and Edgerton New City Church has submitted a Special Event Permit for Friday, October 31st, 2025 from 5:30-8 PM. This Halloween event was first co-hosted last year at Edgerton New City Church, but they would like it to move downtown to a more central and easily walkable location. The Trunk or Treat will have lots of candy, hotdog meals, music and a trunk contest. You can find further information on the Edgerton Frontier Days Facebook page.

Use of City Facilities/Public Spaces

Included in the special event permit the event hosts have requested the use of the following public property during the event:

- East Nelson Street road and sidewalks between East 3rd and East 4th Street
- Use of The Greenspace Restrooms
- The Greenspace Lawn
- The Greenspace Stage
- The Greenspace Parking Lot and Driveway
- Use of Road Barricades for Road Closures and Closure of the Parking Lot Driveways.

Additional Service Requests

The co-hosts have also requested the following service requests to support the event:

- City to place road barricades
- Waive City permit fee related to this event



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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

| |
|---|
| <p>Recommendation: Approve Resolution No. 09-11-25B Authorizing Special Event Permit And Use of Public Property for Frontier Days and New City Church Trunk or Treat</p> |
|---|

Enclosed: Draft Resolution No. 09-11-25B

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 09-11-25B

A RESOLUTION AUTHORIZING A SPECIAL EVENT PERMIT AND USE OF PUBLIC PROPERTY FOR THE FRONTIER DAYS AND NEW CITY CHURCH TRUNK OR TREAT

WHEREAS, the Frontier Days Committee and New City Church plan to host a Trunk or Treat in Downtown Edgerton 2025 on October 31, 2025; and

WHEREAS, the City Council of Edgerton, Kansas wishes to provide a safe and enjoyable event for families on Halloween; and

WHEREAS, the City has determined that the use of certain City facilities and public spaces would be beneficial to the enjoyment of the Trunk or Treat; and

WHEREAS, the following City owned facilities and public spaces will be reserved for the Trunk or Treat event:

- Greenspace Lawn and Stage
- East Nelson Street between East 3rd Street and East 4th Street

WHEREAS, the following service requests will be carried out by the City:

- Waiver of Permit Fees for this Event
- Place Road Barricades

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

SECTION ONE: Special Event Permit Authorized: That the Governing Body does hereby authorize the Special Event Permit with the stipulation of providing the City with a Certificate of Insurance with the City of Edgerton listed as an additionally insured.

SECTION TWO: Use of Public Spaces and Service Requests: That the City hereby authorizes the above-named public property use and service requests for the 2025 Edgerton Frontier Days and New City Church Trunk or Treat.

SECTION THREE: Waiver of Application Fees: The City of Edgerton, in appreciation for the many benefits enjoyed by the community from the Trunk or Treat, waives any City application or permit fees for issuance of this Special Event Permit.

SECTION FOUR: Effective Date: This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Todd Luckman for
Stumbo Hanson, LLP, City Attorneys

Event Name: Trunk or Treat

Primary Contact Name: Morgan Eichman Phone: 913-221-2862

Email Address: Morgan.Eichman@newcitychurch.com 913-461-5511
 (Nathan Eggleston)

Are you the contact for day of the event? Yes No

If no, please provide contact name and phone: _____

Sponsoring Organization/Event Operator: New City Church Edgerton, frontier dew
 and methods church

Address: _____ Email: _____

Website: _____

Event Information:

Event Date(s): Oct. 31 Hours of Event: 3.5

Requested Location(s): Main street down town
 E Nelson

Type of Event: Festival Parade Sports Competition
 Circle all applicable Trade Show Car Show Other: Trunk or treat

Is this event for profit? Yes No

If no, who is the beneficiary: _____

Estimated number of participants*: 300 Estimated number of support personnel: _____

*Events in excess of 1,000 people may be required to have additional security and/or crowd control

Event description: Trunk or treat, we will have food and
 music and live music

Will you be selling or serving alcohol/cereal malt beverages? Yes No
 Will you have any food vendors? Yes No
 Will you have any merchant vendors? Yes No
 Will you have any non-commercial vendors? Yes No

If you checked any yes boxes, please fill out the vendor information on the following page

Do you need to close a publicly owned facility, street or sidewalk? Yes No

If yes, please specify which facility, streets, or sidewalk (list all and include date and times of closures): _____

E. 4th to E. 3rd on E. Nelson st / and bathrooms at green space
well need closed off we will be using the green space

Will there be amplified music or speaking? Yes No

If yes, please specify dates and hours: 5:30pm - 8pm Oct. 31st

Vendor Information:

Alcohol Vendors

Total number of alcohol/cereal malt beverage vendors: _____

Cereal Malt Beverage Permit Holder(s): _____

Temporary Permit for Alcohol Vendors # from Kansas Alcohol and Beverage Control: _____
Copy of temporary permit must be turned in to City Clerk prior to start of event and is not required at application

Vendor Contact Name/Company: _____ Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Description of alcohol control measures (beer garden, wristbands for 21+, etc): _____

Food Vendors

Total number of food vendors: _____

Vendor Contact Name/Company: _____ Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Food Vendor License #(s) from Kansas Department of Agriculture: _____
Copy of license(s) must be turned in to the City Clerk prior to the start of event

Merchant Vendors

Total number of merchant vendors: _____

Vendor Contact Name/Company: _____ Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Public Sanitation Measures:

Depending on the size of your event, public sanitation measures may be required. Please describe your plans to handle trash and portable restrooms. Include contact information for any vendors.

We will bring barrels and bags

Event Equipment:

Please check equipment required (additional charges may apply):

- | | |
|--|------------------------------------|
| <input checked="" type="checkbox"/> Traffic or Event Signage | <input type="checkbox"/> Bleachers |
| <input checked="" type="checkbox"/> Barricades | <input type="checkbox"/> Tables |
| <input type="checkbox"/> Extension cord covers | <input type="checkbox"/> Chairs |

Please check if you plan to have other Entertainment/Amusements:

*Attach additional description and/or proof of insurance

- | | |
|--|--|
| <input type="checkbox"/> Carnival rides | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Hired performers |
| <input checked="" type="checkbox"/> Stage | <input checked="" type="checkbox"/> Live Music |
| <input type="checkbox"/> Other (please specify): _____ | |

Information for Event Organizer

State Sales Tax Information: State of Kansas Tax Identification Numbers must be provided for all food and merchant vendors. Event sponsors are required to provide the Kansas Department of Revenue with notification of an event and a list of participating vendors.

Community Notification: Provide copy of written notification or log of personal contacts to notify surrounding residents/businesses of street closures, if applicable. Notification must be completed prior to consideration of special event application by the Governing Body.

Completion of Event/Clean Up: Event organizer is responsible for cleaning and disposing of refuse from event.


Insurance: The operator and sponsoring agency of a special event shall furnish an original copy of a certificate of insurance indicating the City as a certificate holder and executed within the previous ten (10) days. The certificate of insurance must provide evidence of occurrence form general liability insurance coverage of at least \$1,000,000 combine single limit per occurrence for bodily injury and property damage with a minimum aggregate limit of \$2,000,000 and shall include the City as an additional insured. The operator and sponsoring agency, if any, shall complete and submit a hold harmless and indemnification agreement for review and approval by City officials.

Applicant's Statement of Agreement

Everything stated on this application is true and correct to the best of my knowledge. I further understand that the facilities for this event must be in compliance with all the City regulations (including adopted codes by reference). It is further understood that failure to comply with these regulations may result in permission to operate being withheld until all codes are met. I understand this permit, if granted, is not transferable and is revocable at any time at the discretion of the City of Edgerton.

I agree to abide by the provisions in this application and regulations of the City of Edgerton.

Name of Applicant and Title (please print) Morgan Eichman

Signature  Date 09-2-25

To the fullest extent permitted by law,

Morgan Eichman [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the City of Edgerton, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as

Trunk or Treat and any condition created in, about, or resulting from the Special Event or any accident, injury or damage whatsoever occurring in or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed or appointed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR'S / SPONSOR'S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: 9-4-25

an Event Coordinator
[Signature]
Title

STATE OF Kansas)
COUNTY OF Johnson

) ss:
)

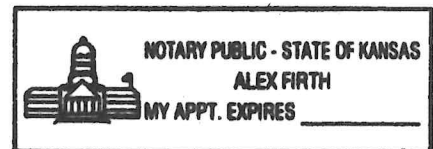
BE IT REMEMBERED that on this 4 day of September, 2025, before me, the undersigned, a notary public in and for the County and State aforesaid, came Morgan Eichman (Name) Event Coordinator of, Trunk or Treat (Business/Sponsor/Organization) who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
3/15/2028

(SEAL)



Application Checklist: (Attach required documents)

- List of services requested from the City ✓
- Description of publicly owned property for event ✓
- Map of event (show vendor areas, stage, carnival, beer garden, etc.) ✓
- Description of Amusement/Entertainment ✓
- Operators' Certificates of Insurance (includes entertainment/amusement companies) ✗
- Sponsoring Agency's Certificate of Insurance ?
- Completed indemnification statement ✓
- Site/Route/Staging/Parking Map (including by not limited to:) ✓
 - Main Entrances/Exits
 - Street/Sidewalk closures
 - Barricades
 - Traffic Signs
 - Assembly areas
 - Fire hydrant locations
 - Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
 - Extension Cord Locations for food production or other portable equipment (minimum 12-gauge cords required)
 - Fire Department Vehicle Access Locations (20-feet wide minimum)
 - Parking/No Parking Areas
- Emergency Plan for reporting police, fire or medical emergencies ✗
- Food Vendor License from KS Department of Agriculture (if applicable) ✗
- Temporary Permit for Alcohol Vendors from Kansas Alcohol and Beverage Control (if applicable) ✗
- Retailers' Sales Tax Registration Event Certificate (if applicable) ✗
- State of Kansas Tax Identification Numbers for all food and merchant vendors ✗
- Application Fee ✗

OFFICE USE ONLY:

Received by: _____ Date: _____

Application Fee Paid Date: _____ Receipt Number: _____

Required documents? Map Indemnification Vendor Licenses Insurance
 Emergency Plan Site/Staging Plan

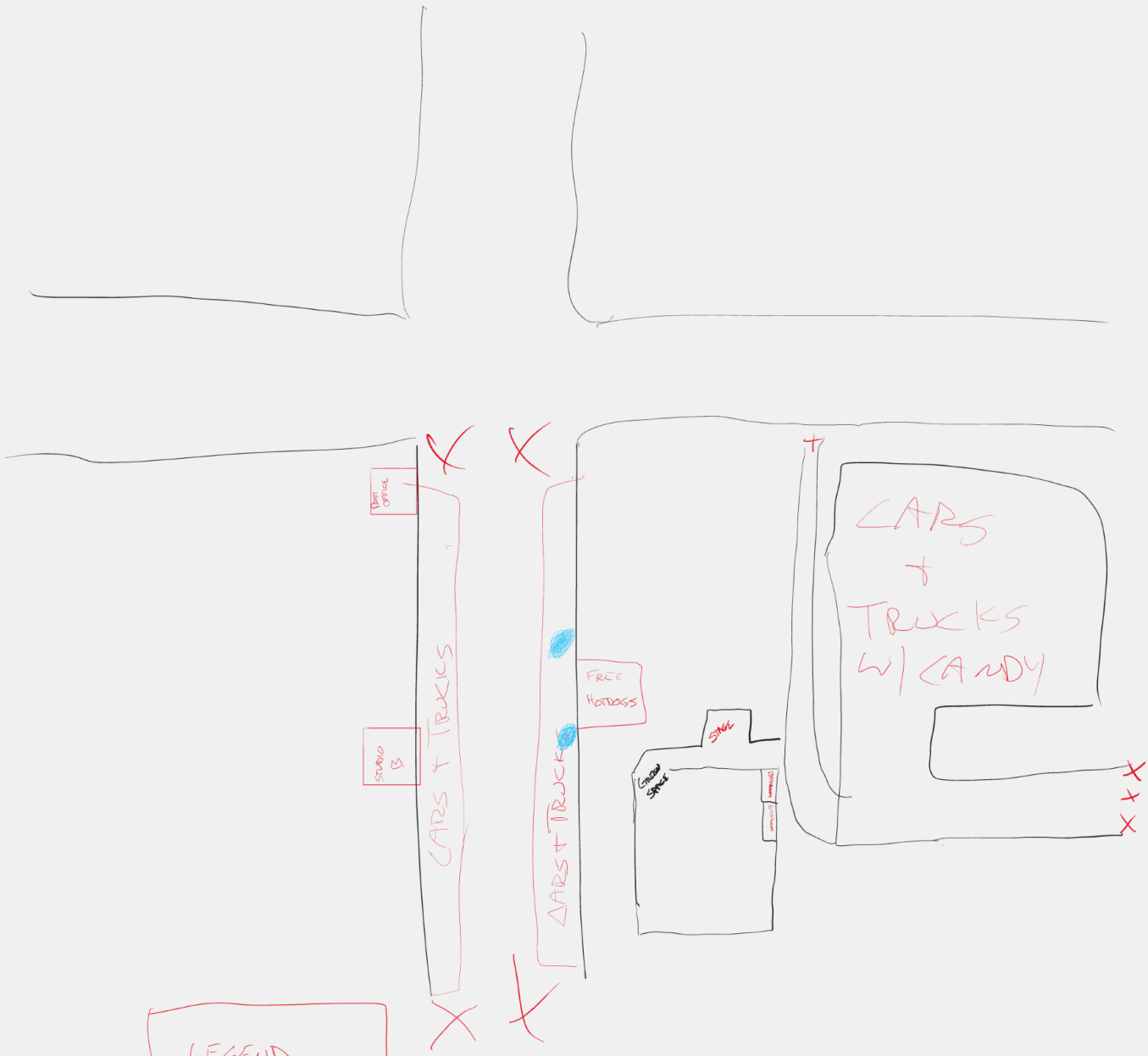
Requested public equipment approved? Bleachers Tables/chairs

Requested public street, facility, or sidewalk approved? Yes No

Council Review Date of application: _____

Ord. # for Special Event: _____ Ord. # for Street/Sidewalk/Facility Closure: _____

Ord. # for Noise Waiver: _____ Ord. # for Public Alcohol Waiver: _____



LEGEND

-  - TRASH CANS
- XX - ROAD CLOSURE

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25C Authorizing the Closure of Certain Public Streets for Meat Inferno

Background/Description of Item:

On Friday, October 3rd, 2025 and Saturday, October 4th, 2025 the City of Edgerton will host Meat Inferno Barbeque Competition. This is a Kansas City Barbeque Society sanctioned contest. On Friday, there will be BBQ food available, a live band, street performances, a KidsQ competition, and a one-meat master's competition. On Saturday, the master barbeque teams will compete in four different categories, and local cooks will face-off in the Edgerton Chicken Wing Challenge competition.

To support this event, City staff is requesting the closure of Nelson Street between East 5th Street and East 3rd Street, East Hulett Street between East 4th Street to East 3rd Street, and the closure of East 4th Street between Morgan Street to one half block south of East Nelson Street from October 3rd, 2025 at 7:00 AM until October 4th, 2025 at 6:00 PM.

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues. City staff will notify surrounding residents who would be affected, the Johnson County Sheriff's Office, Johnson County Fire District 1 and Johnson County Med-Act of the proposed closings.

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

Funding Source: Edgerton Parks and Recreation Budget

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 09-11-25C Authorizing the Closure of Certain Public Streets for Meat Inferno.

Enclosed: Draft Resolution No. 09-11-25C
Meat Inferno No Parking and Road Closure Map

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 09-11-25C

A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING MEAT INFERNO IN 2025.

WHEREAS, the City has determined that the closure of certain streets would be beneficial to the safety and enjoyment of Meat Inferno; and

WHEREAS, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures; and

WHEREAS, the following public streets shall be closed to vehicular traffic during Meat Inferno between 7:00 AM on October 3, 2025 until 6:00 PM on October 4, 2025:

- Nelson Street between East 5th Street and East 3rd Street
- East Hulett Street between East 4th Street and East 3rd Street
- East 4th Street between Morgan Street to the alleyway one half block south of East Nelson Street

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration of Meat Inferno in 2025.

SECTION ONE: EFFECTIVE DATE

This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

PASSED AND APPROVED BY THE CITY COUNCIL OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25D for Temporary No Parking Related to Meat Inferno

Background/Description of Item:

As part of the 2025 Meat Inferno event, City staff are requesting that parking be prohibited along certain streets during the event in order to help with traffic around the event and protect pedestrian safety.

Staff request that the following streets prohibit parking on Thursday, October 2, 2025 at 12:00 P.M. to Monday, October 6, 2025 at 12:00 P.M. **on both sides:**

1. **East 5th Street:** East McCarty Street to East Nelson Street;
2. **East McCarty Street:** East 4th Street to East 5th Street;
3. **East Hulett Street:** East 4th Street to East 5th Street;
4. **East 4th Street:** from the alleyway one half block south of East Nelson Street to East Martin Street;
5. **East 3rd Street:** from the alleyway one half block North of East Nelson Street to the alleyway one half block South of East Nelson Street.

Staff is further requesting that a no parking zone be created from Thursday, October 2, 2025 at 12:00 P.M. to Monday, October 6, 2025 at 12:00 P.M. **on the side of the street notated** of the following streets:

1. **East side of East 3rd Street:** from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. **West side of East 3rd Street:** from alleyway half block south of East Nelson Street to East Martin Street;
3. **West side of 5th Street:** from East Nelson Street to East Martin Street;
4. **North side of East Martin Street:** from East 5th Street to East 4th Street;
5. **South side of East Martin Street:** from East 3rd Street to East 4th Street;
6. **South side of East Nelson Street:** East 2nd Street to East 3rd Street;
7. **North side of East McCarty Street:** from East 3rd Street to East 4th Street.

No parking zones as described above are shown on the enclosed map.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

| |
|---|
| <p>Recommendation: Approval of Resolution No. 09-11-25D for Temporary No Parking Related to Meat Inferno</p> |
|---|

Enclosed: Draft Resolution No. 09-11-25D
Meat Inferno No Parking and Road Closures Map

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION 09-11-25D

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, PROVIDING FOR THE CREATION OF TEMPORARY NO PARKING ZONES ON CERTAIN STREETS TO PERMIT THE HOLDING OF MEAT INFERNO 2025

WHEREAS, the Meat Inferno Barbeque Competition will be held in the City of Edgerton on October 3rd and October 4th, 2025; and

WHEREAS, Meat Inferno will be held in a central and convenient location for participants and that location will necessitate the creation of no parking zones to allow participants to access and enjoy the event; and

WHEREAS, the creation of temporary no parking zones is necessary to permit the event to be held.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS;

That a no parking zone is hereby created from Thursday, October 2, 2025 at 12:00 P.M. to Monday, October 6, 2025 at 12:00 P.M. **on both sides** of the following streets:

1. **East 5th Street:** East McCarty Street to East Nelson Street;
2. **East McCarty Street:** East 4th Street to East 5th Street;
3. **East Hulett Street:** East 4th Street to East 5th Street;
4. **East 4th Street:** from the alleyway one half block south of East Nelson Street to East Martin Street;
5. **East 3rd Street:** from the alleyway one half block North of East Nelson Street to the alleyway one half block South of East Nelson Street.

That a no parking zone is hereby created from Thursday, October 2, 2025 at 12:00 P.M. to Monday, October 6, 2025 at 12:00 P.M. **on the side of the street notated** of the following streets:

1. **East side of East 3rd Street:** from 56 Highway (East Morgan Street) south to the alleyway one half block south of East Hulett Street;
2. **West side of East 3rd Street:** from alleyway half block south of East Nelson Street to East Martin Street;
3. **West side of 5th Street:** from East Nelson Street to East Martin Street;
4. **North side of East Martin Street:** from East 5th Street to East 4th Street;
5. **South side of East Martin Street:** from East 3rd Street to East 4th Street;
6. **South side of East Nelson Street:** East 2nd Street to East 3rd Street;
7. **North side of East McCarty Street:** from East 3rd Street to East 4th Street.

PASSED AND APPROVED BY THE CITY COUNCIL OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25E Temporarily Waiving City Prohibition As To The Sale And Consumption Of Alcoholic Liquor On Certain Public Property For Meat Inferno Event

Background/Description of Item:

Edgerton's Meat Inferno event will be held October 3-4, 2025. City staff has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the event.

Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton prohibits serving cereal malt beverages or alcoholic liquor within 200 feet of any church, school, nursing home, library, or hospital. This prohibition may be waived by the governing body after public notice, followed by a public hearing and finding by the governing body that the proximity of the location, where the cereal malt beverage or alcoholic liquor will be served, is not adverse to the public welfare or safety.

City Council will hold a Public Hearing on September 11, 2025 prior to considering this resolution.

If approved, Resolution No. 09-11-25 would grant the waiver requested by City staff, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 5:00 pm and 10:00 pm on October 3, 2025
- Point of sale for alcoholic liquor shall be from a beverage trailer parked near 303 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used

City staff will inform the Johnson County Sheriff's Office and request deputies to be present at the event during the proposed request to serve alcoholic liquor on the above date and time.

Related Ordinance(s) or Statute(s): Chapter III, Article I, Section 3-202

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

**Recommendation: Approve Resolution No. 09-11-25E Temporarily
Waiving City Prohibition As To The Sale And Consumption Of Alcoholic
Liquor On Certain Public Property**

Enclosed: Draft Resolution No. 09-11-25E

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 09-11-25E

A RESOLUTION AUTHORIZING A SPECIAL EVENT PERMIT FOR THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

WHEREAS, the City of Edgerton together with Kansas City Barbeque Society is holding a contest on October 3rd and 4th, 2025 in the City of Edgerton, Kansas; and

WHEREAS, Article 5 of Chapter III of the Code of the City of Edgerton requires that an entity desiring to sell and serve alcoholic liquor on public property at an event open to the public must, in addition to obtaining the required permit from the State of Kansas, also apply and obtain a Special Event Permit from the City; and

WHEREAS, the City of Edgerton together with the Kansas City Barbeque Society requests a Special Event Permit to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its contest on October 3, 2025.

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

SECTION ONE: Special Event Permit Authorized: That the Governing Body does hereby authorize the City Clerk, in accordance with Article 5 of Chapter III of the Edgerton City Code, to issue the City of Edgerton and the Kansas City Barbeque Society a Special Event Permit for sale and consumption of alcoholic liquor per the requirements contained within Article 5 and with the following additional stipulations:

- a) The Special Event Permit provided for herein is only valid if the required permit from the State of Kansas is obtained by the City of Edgerton, the Kansas City Barbeque Society or a party designated by the Kansas City Barbeque Society.
- b) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 5:00 pm and 10:00 pm on October 3, 2025.
- c) The location of the point of sale for alcoholic liquor shall be from a beverage trailer parked near 303 E. Nelson Street by properly licensed individuals or groups only.
- d) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

SECTION TWO: Waiver of Application Fees: The City of Edgerton, in appreciation for the many anticipated benefits to be enjoyed by the community from this event, waives any City application or permit fees for issuance of the Special Event Permit.

SECTION THREE - Effective Date: This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

PASSED AND APPROVED BY THE CITY COUNCIL OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25F 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

Background/Description of Item:

This BBQ event will take place on October 3rd and 4th, 2025. In order to allow more contestants to have a place to park and compete in the Kansas City Barbeque Society sanctioned master's competition, the City has requested use of the Edgerton United Methodist church parking lots at 300 East 4th Street, Edgerton, Kansas 66021.

In order for the United Methodist Church to be covered by the City's insurance for the duration of the event, the City's insurance agent has requested that a signed indemnity agreement be submitted. The City's attorney has drafted the agreement and it has already been signed by a member of the United Methodist Church.

The Church has made the following requests of the City for use of their property:

- The area temporarily used by the City shall be cleaned prior to Sunday services on October 5, 2025;
- The Church has requested that only trailers under the length of 40 feet be assigned to park in the paved parking lot;
- The Church will be allowed a booth during the event should they choose to operate one; and
- The Church shall be covered as an additional insured by the City's insurance in the event of a liability claim.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 09-11-25F The Indemnity Agreement Between The City And The Edgerton United Methodist Church For Use Of The Church Parking Lots During The Meat Inferno Event

Enclosed: Draft Resolution No. 09-11-25F
Indemnity Agreement between the City and Edgerton United Methodist Church

Prepared by: Brittany Paddock, Recreation Superintendent

INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into as of the dates listed below, by and between the CITY OF EDGERTON, KANSAS (the “City”) and the EDGERTON METHODIST CHURCH (the “Church”).

RECITALS

- A. Whereas, the Church owns certain real estate located at 300 East 4th Street, Edgerton, Kansas 66021 (the “Property”);
- B. Whereas, the City is sponsoring a BBQ event (the “Event”) titled Meat Inferno, to be held on October 3 and 4, 2025, wherein it wishes to use the gravel and paved parking lot at the Property for competing teams to park and remain for the term of the Event;
- C. Whereas, the Church is agreeable to that arrangement subject to certain terms;
- D. Whereas, the parties wish to memorialize those terms as follows:

AGREEMENT

The City and the Church agree as follows:

- 1. **USE OF PROPERTY.** The Church agrees to allow the City to use the gravel and paved parking lot located at 300 East 4th Street for competing teams to park and operate subject to the following conditions:
 - a. The area temporarily used by the City shall be cleaned prior to Sunday services on October 5, 2025;
 - b. The City will only designate parking in the paved lot for participants with trailer lengths of less than 40 feet.
 - c. The Church will be allowed a booth during the event should they choose to operate one; and
 - d. The Church shall be covered as an additional insured by the City’s insurance in the event of a liability claim.
- 2. **INDEMNITY.** The City shall indemnify, defend and hold the Church harmless from and against all losses, claims and liabilities (including reasonable attorneys’ fees and costs) incurred by the Church and arising from the City’s use of the of the Property for the Event. As a term of this Agreement, the Church shall be covered as an additional insured under the City’s insurance policy during all times the Property is used for the Event.

3. TERM This Agreement shall continue in force and effect through the term of the Event.
4. POWER TO SIGN. By signing this Agreement, the undersigned on behalf of the Church is warranting that they are empowered in any and all manners necessary to sign on behalf of the Edgerton Methodist Church.
5. CHOICE OF LAW. This Agreement will be governed by and construed in accordance with the laws and regulations of the State of Kansas.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Dusti Callahan, City Clerk

EDGERTON METHODIST CHURCH

By _____

_____, _____
Print Name Title

Date

Date

Date

RESOLUTION 9-11-25F

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, TO APPROVE THE INDEMNITY AGREEMENT BETWEEN THE CITY AND THE EDGERTON UNITED METHODIST CHURCH FOR USE OF THE CHURCH PARKING LOTS DURING THE MEAT INFERNO EVENT.

WHEREAS, the Meat Inferno Barbeque Competition will be held in the City of Edgerton on October 3rd and October 4th, 2025; and

WHEREAS, Meat Inferno will be held on East Nelson and East 4th Streets and use of the Edgerton United Methodist Church parking lots will allow more teams to park and compete; and

WHEREAS, the indemnity agreement between the two parties will allow the Edgerton Methodist Church to be covered as an additional insured by the City's insurance for the duration of the Meat Inferno event.

THEREFORE, BE IT RESOLVED by the City Council of Edgerton, Kansas;

Agreement to the indemnity agreement to have the Edgerton United Methodist Church to be covered as an additional insured by the City's insurance for the duration of the Meat Inferno event on October 3rd and 4th, 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: September 11, 2025

Department: Parks and Recreation

Agenda Item: Consider Resolution No. 09-11-25G Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas

Background/Description of Item:

Meat Inferno will be held October 3-4, 2025. City staff has requested permission to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at the event.

If approved, Resolution No. 09-11-25G authorizes the Special Event Permit, with the following stipulations:

- The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator)
- Between the hours of 5:00 pm and 9:00 pm on October 3, 2025.
- Point of sale for alcoholic liquor shall be from a beverage trailer parked near 303 E. Nelson Street by properly licensed individuals or groups only
- No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

Chapter III, Article 3-202 of the Edgerton Municipal Code prohibits the sale or service of alcoholic liquor within two hundred feet of any church, school, nursing home, library or hospital. The location requested by City staff is within two hundred feet of the Edgerton Library.

Section 3-202(b) allows the Governing Body to waive this distance requirement for special event permit holder following the holding of a public hearing. The Edgerton City Council will be holding a public hearing to consider this request on September 11, 2025. Holding a public hearing and approval of this distance waiver is required for this special event permit prior to the event.

Related Ordinance(s) or Statue(s): Chapter III, Article 5 of Edgerton Municipal Code

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution No. 09-11-25G Authorizing Special Event Permit For Sale And Consumption Of Alcoholic Liquor On Certain Public Property Within The City Of Edgerton, Kansas

Enclosed: Draft Resolution No. 09-11-25G
Meat Inferno Special Event Permit

Prepared by: Brittany Paddock, Recreation Superintendent

RESOLUTION NO. 09-11-25G

A RESOLUTION AUTHORIZING A SPECIAL EVENT PERMIT FOR THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY OF EDGERTON, KANSAS

WHEREAS, the City of Edgerton together with Kansas City Barbeque Society is holding a contest on October 3rd and 4th, 2025 in the City of Edgerton, Kansas; and

WHEREAS, Article 5 of Chapter III of the Code of the City of Edgerton requires that an entity desiring to sell and serve alcoholic liquor on public property at an event open to the public must, in addition to obtaining the required permit from the State of Kansas, also apply and obtain a Special Event Permit from the City; and

WHEREAS, the City of Edgerton together with the Kansas City Barbeque Society requests a Special Event Permit to sell and serve alcoholic liquor (i.e. alcoholic beverages other than 3.2% beer [a/k/a cereal malt beverage]) at its contest on October 3, 2025.

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

SECTION ONE: Special Event Permit Authorized: That the Governing Body does hereby authorize the City Clerk, in accordance with Article 5 of Chapter III of the Edgerton City Code, to issue the City of Edgerton and the Kansas City Barbeque Society a Special Event Permit for sale and consumption of alcoholic liquor per the requirements contained within Article 5 and with the following additional stipulations:

- a) The Special Event Permit provided for herein is only valid if the required permit from the State of Kansas is obtained by the City of Edgerton, the Kansas City Barbeque Society or a party designated by the Kansas City Barbeque Society.
- b) The sale and consumption of alcoholic liquor shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street (specifically designated and approved by the City Administrator) between the hours of 5:00 pm and 10:00 pm on October 3, 2025.
- c) The location of the point of sale for alcoholic liquor shall be from a beverage trailer parked near 303 E. Nelson Street by properly licensed individuals or groups only.
- d) No alcoholic liquor may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

SECTION TWO: Waiver of Application Fees: The City of Edgerton, in appreciation for the many anticipated benefits to be enjoyed by the community from this event, waives any City application or permit fees for issuance of the Special Event Permit.

SECTION THREE - Effective Date: This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

PASSED AND APPROVED BY THE CITY COUNCIL OF EDGERTON, KANSAS ON THE 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

CITY OF EDGERTON, KANSAS

Dusti Callahan, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

Event Name: Meat InfernoPrimary Contact Name: Brittany Paddock Phone: 913-893-6231Email Address: bpaddock@edgertonks.orgAre you the contact for day of the event? Yes No

If no, please provide contact name and phone: _____

Sponsoring Organization/Event Operator: City of Edgerton/Kansas City BBQ SocietyAddress: 404 E Nelson Street Email: bpaddock@edgertonks.orgWebsite: meatinferno.com**Event Information:**Event Date(s): October 3rd and 4th 2025 Hours of Event: Friday (5-9 PM) Saturday (7AM-4 PM)Requested Location(s): East 4th Street, East Nelson Street, City Hall, Church Parking LotsType of Event: Festival Parade Sports Competition
Circle all applicable Trade Show Car Show Other: _____Is this event for profit? Yes No

If no, who is the beneficiary: _____

Estimated number of participants*: 500 Estimated number of support personnel: 15

*Events in excess of 1,000 people may be required to have additional security and/or crowd control

KCBS Sanctioned Event that is a BBQ Competition for Master Teams, BBQ Food, Bar, Kids Q, Chicken Wing Challenge, live band, street performances, smores barWill you be selling or serving alcohol/cereal malt beverages? Yes NoWill you have any food vendors? Yes NoWill you have any merchant vendors? Yes NoWill you have any non-commercial vendors? Yes No

If you checked any yes boxes, please fill out the vendor information on the following page

Do you need to close a publicly owned facility, street or sidewalk? Yes No

If yes, please specify which facility, streets, or sidewalk (list all and include date and times of closures): _____

Please see attached previously approved resolutions and map by city council of road closures and no parking areas.

Will there be amplified music or speaking? Yes NoIf yes, please specify dates and hours: October 3rd 6-9 PM, October 4th 3-4 PM

Vendor Information:

Alcohol Vendors

Total number of alcohol/cereal malt beverage vendors: 1

Cereal Malt Beverage Permit Holder(s): Tipsy Tavern Mobile Bar Co

Temporary Permit for Alcohol Vendors # from Kansas Alcohol and Beverage Control: attached

Copy of temporary permit must be turned in to City Clerk prior to start of event and is not required at application

Vendor Contact Name/Company: Aaliyah Jaremko Phone: 913-208-0306

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Description of alcohol control measures (beer garden, wristbands for 21+, etc): signage of alcohol area, no glass bottles

Food Vendors

Total number of food vendors: 1

Vendor Contact Name/Company: GBA Genuine Brisket Authority Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Food Vendor License #(s) from Kansas Department of Agriculture: PENDING

Copy of license(s) must be turned in to the City Clerk prior to the start of event

Merchant Vendors

Total number of merchant vendors: n/a

Vendor Contact Name/Company: _____ Phone: _____

2nd Vendor Contact Name/Company: _____ Phone: _____

3rd Vendor Contact Name/Company: _____ Phone: _____

Please attach additional vendor contacts, if necessary

Public Sanitation Measures:

Depending on the size of your event, public sanitation measures may be required. Please describe your plans to handle trash and portable restrooms. Include contact information for any vendors.

Multiple PortaPotties and handwashing stations, ash bins, grease barrels, dumpsters, trash cans.

Event Equipment:

Please check equipment required (additional charges may apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Traffic or Event Signage | <input checked="" type="checkbox"/> Bleachers |
| <input checked="" type="checkbox"/> Barricades | <input checked="" type="checkbox"/> Tables |
| <input checked="" type="checkbox"/> Extension cord covers | <input checked="" type="checkbox"/> Chairs |

Please check if you plan to have other Entertainment/Amusements:

*Attach additional description and/or proof of insurance

- | | |
|--|--|
| <input type="checkbox"/> Carnival rides | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Fireworks | <input checked="" type="checkbox"/> Hired performers |
| <input checked="" type="checkbox"/> Stage | <input checked="" type="checkbox"/> Live Music |
| <input type="checkbox"/> Other (please specify): _____ | |

Information for Event Organizer

State Sales Tax Information: State of Kansas Tax Identification Numbers must be provided for all food and merchant vendors. Event sponsors are required to provide the Kansas Department of Revenue with notification of an event and a list of participating vendors.

Community Notification: Provide copy of written notification or log of personal contacts to notify surrounding residents/businesses of street closures, if applicable. Notification must be completed prior to consideration of special event application by the Governing Body.

Completion of Event/Clean Up: Event organizer is responsible for cleaning and disposing of refuse from event.

Insurance: The operator and sponsoring agency of a special event shall furnish an original copy of a certificate of insurance indicating the City as a certificate holder and executed within the previous ten (10) days. The certificate of insurance must provide evidence of occurrence form general liability insurance coverage of at least \$1,000,000 combine single limit per occurrence for bodily injury and property damage with a minimum aggregate limit of \$2,000,000 and shall include the City as an additional insured. The operator and sponsoring agency, if any, shall complete and submit a hold harmless and indemnification agreement for review and approval by City officials.

Applicant's Statement of Agreement

Everything stated on this application is true and correct to the best of my knowledge. I further understand that the facilities for this event must be in compliance with all the City regulations (including adopted codes by reference). It is further understood that failure to comply with these regulations may result in permission to operate being withheld until all codes are met. I understand this permit, if granted, is not transferable and is revocable at any time at the discretion of the City of Edgerton.

I agree to abide by the provisions in this application and regulations of the City of Edgerton.

Name of Applicant and Title (please print) Brittany Paddock-Edgerton Recreation Superintendent

Signature Brittany Paddock Date 08/11/2025

To the fullest extent permitted by law,

_____ [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the City of Edgerton, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as

_____ and any condition created in, about, or resulting from the Special Event or any accident, injury or damage whatsoever occurring in or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed or appointed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR'S / SPONSOR'S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: _____

 Title

STATE OF Kansas)
) ss:
 COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____ (Name)
 _____ of _____ (Official Capacity) of _____ (Business/Sponsor/Organization) who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the voluntary act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the day and year last above written.

My Commission Expires: _____

 Notary Public
 (SEAL)

Application Checklist: (Attach required documents)

- List of services requested from the City
- Description of publicly owned property for event
- Map of event (show vendor areas, stage, carnival, beer garden, etc.)
- Description of Amusement/Entertainment
- Operators' Certificates of Insurance (includes entertainment/amusement companies)
- Sponsoring Agency's Certificate of Insurance
- Completed indemnification statement
- Site/Route/Staging/Parking Map (including by not limited to:)
 - Main Entrances/Exits
 - Street/Sidewalk closures
 - Barricades
 - Traffic Signs
 - Assembly areas
 - Fire hydrant locations
 - Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
 - Extension Cord Locations for food production or other portable equipment (minimum 12-gauge cords required)
 - Fire Department Vehicle Access Locations (20-feet wide minimum)
 - Parking/No Parking Areas
- Emergency Plan for reporting police, fire or medical emergencies
- Food Vendor License from KS Department of Agriculture (if applicable)
- Temporary Permit for Alcohol Vendors from Kansas Alcohol and Beverage Control (if applicable)
- Retailers' Sales Tax Registration Event Certificate (if applicable)
- State of Kansas Tax Identification Numbers for all food and merchant vendors
- Application Fee

OFFICE USE ONLY:

Received by: _____ Date: _____

Application Fee Paid Date: _____ Receipt Number: _____

Required documents? Map Indemnification Vendor Licenses Insurance
 Emergency Plan Site/Staging Plan

Requested public equipment approved? Bleachers Tables/chairs

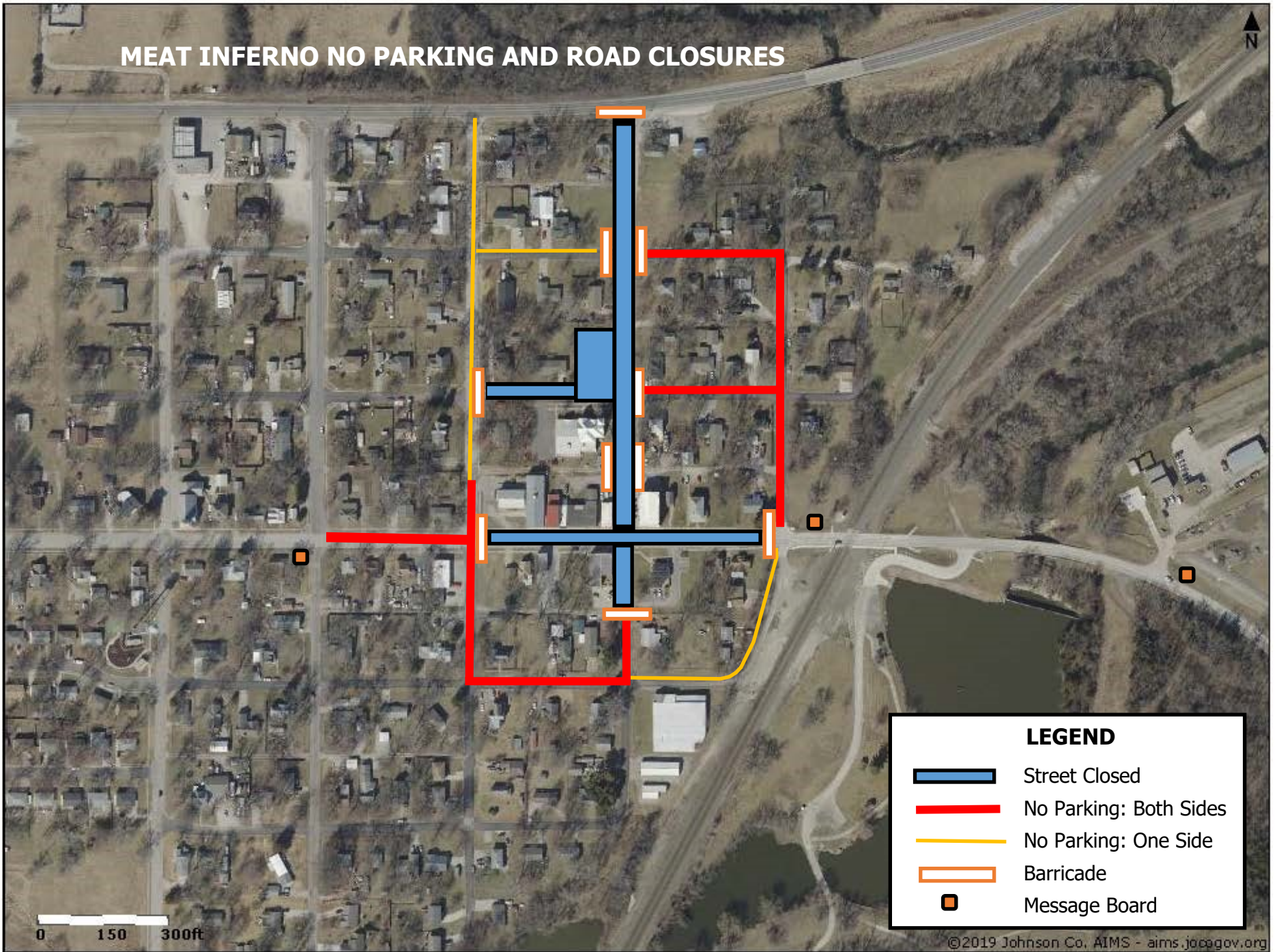
Requested public street, facility, or sidewalk approved? Yes No

Council Review Date of application: _____

Ord. # for Special Event: _____ Ord. # for Street/Sidewalk/Facility Closure: _____

Ord. # for Noise Waiver: _____ Ord. # for Public Alcohol Waiver: _____

MEAT INFERNO NO PARKING AND ROAD CLOSURES



City Council Action Item

Council Meeting Date: August 28, 2025

Department: Administration

Agenda Item: Consider the 2026 Recommended Budget

Background/Description of Item:

The 2026 Budget process began on May 22, 2025, with presentations and funding requests from outside agencies to whom the City provides funding.

A budget work session was held on July 10th where staff reviewed the schedules for all the City's budgeted funds. This included a detailed review of the calculation of the recommended mill rate based on the allowed adjustments to the Revenue Neutral Rate (RNR) as directed by Council on June 10, 2021. Information for Vehicles and Equipment and IT Equipment was also reviewed at this budget work session. The vehicle/equipment and IT equipment schedules are included in the budget packet for final approval to incorporate these items in the 2026 Budget. In the future, as these vehicles/equipment/IT equipment items are purchased, staff will bring the items to Council for approval in accordance with the City's Purchasing Policy.

Staff published the RNR and Budget public hearing notices in The Legal Record on August 5, 2025. The RNR public hearing was held during the August 28, 2025 Council Meeting. During the RNR hearing, Council approved Resolution No. 08-28-25B authorizing an estimated mill rate of 29.602 for the 2026 Budget. Council held the 2026 Budget public hearing after the RNR Resolution is considered and the RNR hearing is closed.

The final steps in the 2026 Budget process are: (1) Council formally approves the 2026 Budget; (2) Council members sign the Certificate Page of the State Budget forms; and (3) staff submit the required budget forms to the Johnson County Clerk on or before 5:00pm October 1, 2025.

Related Ordinance(s) or Statue(s): Kansas Budget Law - K.S.A. 79-2925 et seq.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve the 2026 Recommended Budget

Enclosed: 2026 Budget Certificate Page
2026 Budget Public Hearing Notice
2026 Budget Work Session Packet

Prepared by: Karen Kindle, Finance Director

City of Edgerton 2026 Budget Work Session July 10, 2025



Packet Items

Revised - General Fund Budget

Revised - Utility Funds Budget

Revised - Other Funds Budget

New - TIF/RHID Funds Budget

IT Equipment

Vehicles & Equipment



**City of Edgerton
2026 Budget Work Session
July 10, 2025**

Revised

General Fund Budget



August 25, 2025

To: Mayor and City Council Members

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

Re: 2026 Recommended General Fund Budget

Updates Since the Budget Work Session on July 10, 2025

At the Budget Work Session on July 10, 2025, Council directed staff to make the following changes to the 2026 General Fund Budget:

- Reduce the allocation to Frontier Days from \$30,000 to \$15,000.
- Add \$15,000 to the events budget for other summer events.

Other changes made since the Work Session are:

- Decreased the City TIF Increment based on the information received from the County on July 1st.
- Increased the City RHID Increment based on the information received from the County on July 1st.
- Increased the 2025 estimate for Permits & Licenses revenue by \$43,000 due to a data entry error.

Please find enclosed with this memo the 2026 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 2026 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 2025 BLS released the CPI-U for the twelve months ending December 2024 which was 2.9%. The table below shows the history of the CIP-U for the last five years.

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

2025 Estimate

The 2025 estimated revenues and expenditures reflect staff’s evaluation of the activity so far in 2025 compared to the budget approved for 2025. A line item with an estimate of more than 100% means that staff

expects the 2025 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipates the 2025 activity to be less than the budget.

In December 2025, Edgerton City Council approved Ordinance No. 2175 establishing new salary ranges for city employees based on the results of the 2025 Compensation and Benefits Study.

The new salary ranges approved in Ordinance No. 2175 were not known at time of preparation of the 2025 Annual Budget; and therefore, not included. As part of approval of the Ordinance, City Council allocated funds from Unencumbered Fund Balance to allow the City Administrator to implement the salary ranges and address discrepancies in pay equity across positions and departments to alleviate compression and inequalities in pay for similar work. For the General Fund, that allocation for 2025 was \$200,000.

The 2025 Estimate includes the impacts of the implementation of the 2025 Compensation and Benefits Study.

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

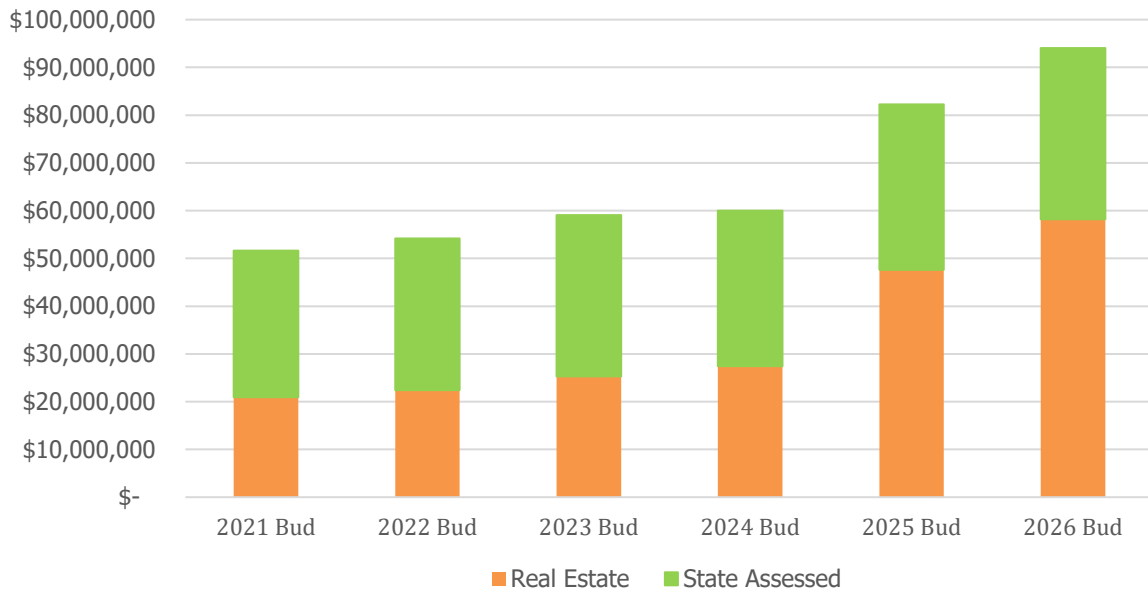
The City's Assessed Value is made up of three major components:

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

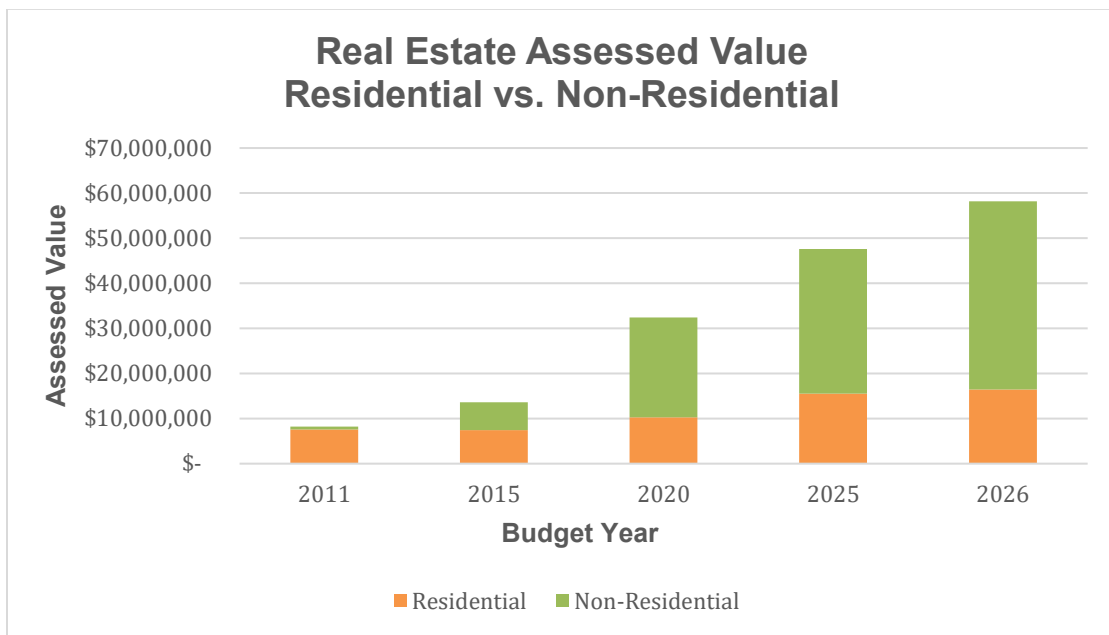
The Real Estate and State Assessed portions make up most of the City's assessed value. The Personal Property amount is small and continues to decrease each year due to legislation passed in 2006.

The diagram below shows the composition of the City's assessed value from the 2021 Budget through the 2026 Budget. Not only has the City's assessed value increased, but in the last couple of years, the Real Estate portion has become larger than the State Assessed portion. This is an important shift as the State Assessed portion can be inconsistent from year to year.

Assessed Valuation 2021 Budget - 2026 Budget



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. In earlier years, the City’s value consisted mostly of residential property. However, in 2026, non-residential properties make up the majority of the real estate value.



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 2026 Budget includes one LPKC property that is returning to the tax rolls. See the table below for valuation information.

| Building | City Portion Of PILOT (2025 Budget) | Assessed Value | Est. City Property Tax (est. Mill Rate 29.602) |
|-------------------------------|--|---------------------------|---|
| Smart Warehousing (ELHC 4) | \$ 24,112 | \$ 8,898,001 | \$ 263,399 |

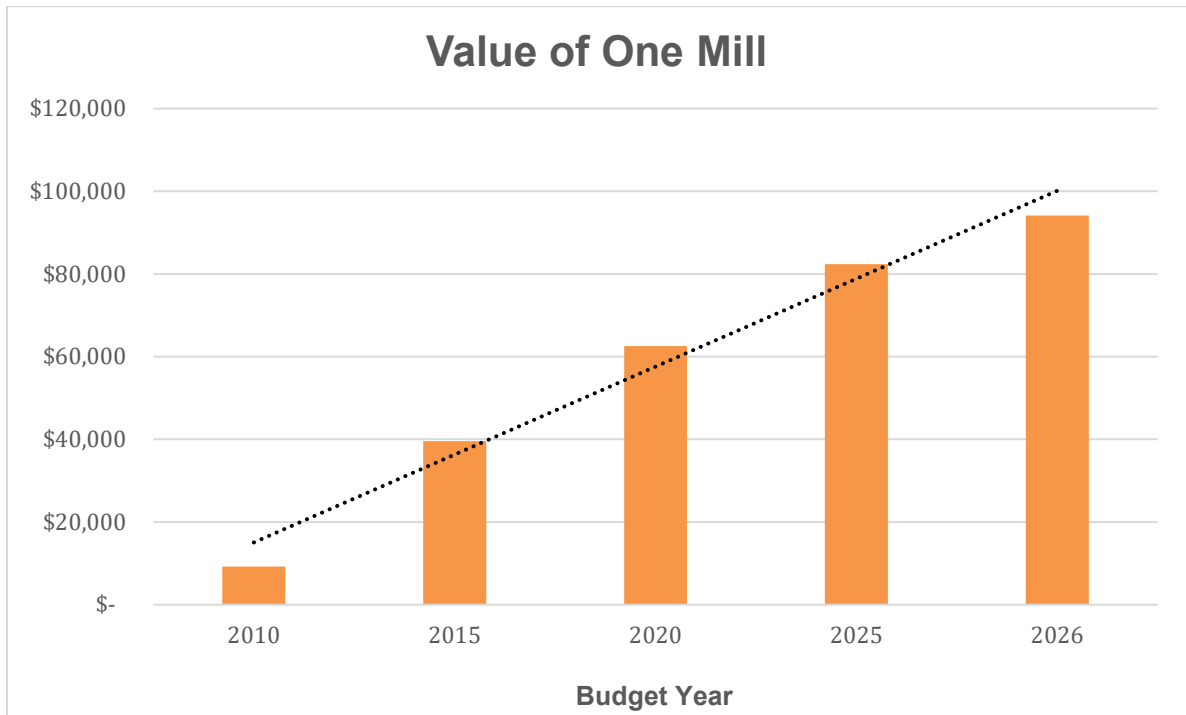
For 2027 through 2035, except for 2034, there is at least one property returning to the tax rolls.

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 \$84,752. 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.



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 and asked for direction from the Council regarding suggested adjustments to the RNR. The property tax revenue amount included in the 2026 General Fund Budget was calculated based on the Council direction provided.

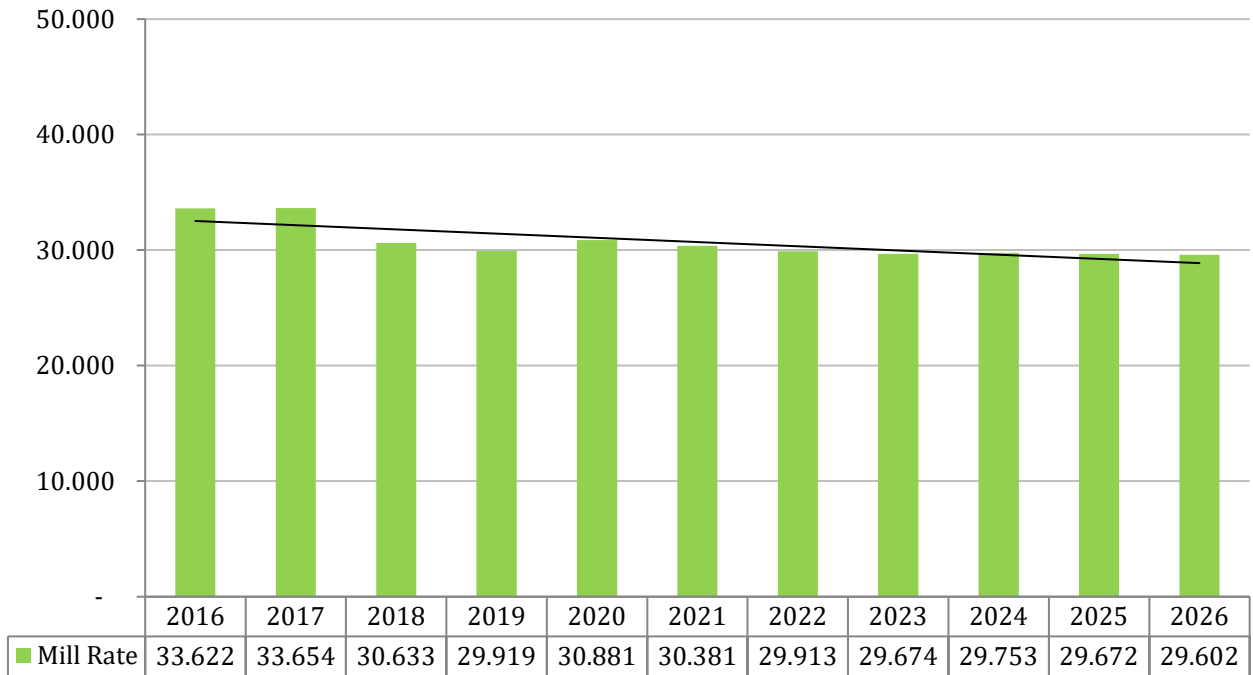
The chart below shows the information regarding the RNR, adjustments for categories approved at the June 10, 2021, Council Meeting and the recommended mill rate for the 2026 Budget. To levy the recommended mill rate, the City Council will have to hold a public hearing and pass a resolution. The public hearing is scheduled to occur during the August 28, 2025, 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, 2025.

| | Revenue Neutral Rate (RNR) | Recommended Adjustments To the RNR | Recommended Mill Rate for the 2026 Budget |
|-----------------------------|---|---|--|
| Property Tax Revenue | \$2,444,546 | \$342,874 | \$2,787,420 |
| Estimated Mill Rate | 25.965 | 3.637 | 29.602 |

The 2024 mill rate for the 2025 Budget was 29.672. **The recommended 2025 mill rate for the 2026 Budget represents a 0.070 mills or 0.2% DECREASE in the mill rate.**

The graph below shows the history of the City's mill rate since the 2016 Budget.

Mill Levy Rate Budget Years 2016-2026 Recommended



Other Revenue

The chart below provides information about changes from the 2025 Budget to the 2026 Recommended Budget in the other sources of revenue for the General Fund.

| Revenue Item | Change from 2025 Budget to 2026 Recommended |
|--|---|
| LPKC Pilot | The revenue from payments in lieu of taxes for abated properties at LPKC has increased to reflect that the City's mill rate is 21.18% of the total mill rate. The 2025 Budget estimated the portion to be 20%. The change in percentage offsets the decrease from removing the property coming off abatement. |
| 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. |
| 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. |
| 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. |

| | |
|-------------------------------------|---|
| Use Tax | Increase in Local Use Tax based on amount received in 2024 and collection trend in 2025. The decrease in the County Use Tax reflects the collection trend in 2023-2025 year-to-date. |
| Sales Tax | Increases in Local Sales Tax and County Sales Tax are based on amount received in 2022-2024 and the collection trend in 2025. The amount also includes estimated revenue from the new Maverik travel center which is currently under construction and estimated to open in 2026. |
| Franchise Tax | No change. |
| Licenses & Permits | The bulk of the revenue in this category comes from Building Permits and Plan Review Fees. The 2026 Budget was calculated using the following building permit volumes: <ul style="list-style-type: none"> • 1 quick service restaurant • 96 single family homes (Dwyer Farms) • A few non-residential alterations/additions at LPKC (i.e. security, racking, tenant finish, etc.) |
| Fines & Forfeitures | For 2026, the estimate for this revenue has been decreased based on the trend from 2024 and 2025 year-to-date. The number and type of tickets issued can have a significant impact on this revenue source. |
| Charges for Services | The 2026 Budget includes an increase in cost of trash service for existing homes based on the new contracted amount with Gardner Disposal and an increase for new homes at Dwyer Farms receiving trash service. The City charges customers for half of the trash service cost. Staff kept revenue for The Greenspace (memberships, event rental, etc.) flat from 2025 to 2026 due to limited months of operations at time of preparation of the budget. |
| Reimbursements/Miscellaneous | This category is used to account for reimbursements for things like insurance claims, purchasing card rebate, sale of trash stickers and other small receipts not categorized elsewhere. The City has not budgeted funds in this category in the past due to the uncertain nature of this source. However, reviewing trends for the last few years, it appears that there is a consistent trend in this revenue item. The amount included in the 2026 Budget reflects the trend in amounts from 2023-2025 year-to-date. |
| Investment Income | The 2026 Budget was increased to reflect the continued higher interest rate environment and to align with actuals. |

Expenditures

The budget amount 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.

Appendix A includes information about the change in each department’s budget from year to year.

Other Sources & Uses

Transfers to/from other funds are listed in this section of the fund schedule. These transactions are more of a one-time occurrence vs being routine.

Transfers from the TIF Funds consist of the annual TIF administrative fee the City is allowed to collect from TIF revenues related to the Homestead Lane Retail TIF District project plans. 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 2026 Budget also includes a transfer of \$302,152 in LPKC Maintenance Fees from the LPKC Phase 1 PIF to cover the costs of operating The Greenspace building per direction provided by Council at the June 13, 2024, Greenspace Work Session.

Transfers to the Equipment Reserve are typically done each year to systematically save for replacement of the City’s vehicles and equipment. Staff have included a \$125,000 transfer to equipment reserve in the 2026 Budget, which is the same as the transfer in the 2025 Budget.

A transfer of \$40,000 to the IT Equipment Reserve Fund-General is included for 2026. It is the same amount as 2025. This is the first budget process to include a multi-year IT equipment replacement plan. The plan is included in the budget packet and will be reviewed later in the work session.

Transfers to capital projects will vary from year to year depending on the projects approved and the funding sources for those projects. The Governing Body reviews projects and discusses priorities and staff available capacity at the CIP work session in October each year. At a meeting following that work session, the Governing Body approves the CIP, setting the budget and timing for projects. After the CIP is approved, the budget for transfers to capital projects is updated to reflect the approved plan. The CIP adopted in October 2024 did not include any funding for projects from the General Fund in 2026. On June 12, 2025, Council approved the use of \$30,560 of unencumbered fund balance for the 191st Street Culvert Repair project, which is reflected in the 2025 Estimate.

The 2026 Budget includes a one-time expenditure of \$15,000 for America’s semiquincentennial celebration (America250) at the City’s July 3rd event. On July 4, 2026, our nation will commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence. Staff’s recommendation is the City’s July 3rd event is a fantastic opportunity for Edgerton to come together as a community and celebrate this historic milestone. The recommended additional one-time funding would be used to elevate the event for this important anniversary.

Ending Balance and Reserves

The carryforward balance from 2024 to 2025 was greater than estimated during the 2025 Budget process due to lower expenditures for 2024 than originally forecast as well as some revenue sources exceeding projections.

The projected balance at the end of 2025 and 2026 exceeds the required reserves, leaving funding available for projects or other priorities.

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

General Government

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|--|---|
| <ul style="list-style-type: none"> Removed biennial Citizen Survey which is done in the even years. Moved insurance premiums to the Facilities and Fleet Departments. Reduced printing costs to reflect actual costs from the past few years. Increased contractual residential solid waste contract due to contract expiring. Increased audit costs due to contract expiring. Increase in support for Project Grad. Increase support for UCS. Increase for positions/career progression approved in January 2025 Increase for career progression for Finance Director and Accountant | <ul style="list-style-type: none"> 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 |

Law Enforcement

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|---|---|
| <ul style="list-style-type: none"> Includes 7.9% increase in policing contract with Johnson County Sheriff's Office Increase in cost for the prosecutor based on two courts per month and actual hours outside court Increase in cost for interpreter services as the Court encounters more clients that do not speak English. | <ul style="list-style-type: none"> Increase in wages for implementation of the 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section. 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. |

Public Works

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|---|--|
| <ul style="list-style-type: none"> Added biennial bridge inspection (odd years) Increase in cost of salt for ice control Increase for career progression for Public Works Superintendent | <ul style="list-style-type: none"> 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. |

| | |
|--|---|
| | <ul style="list-style-type: none"> • 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. |
|--|---|

Parks

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|--|---|
| <ul style="list-style-type: none"> • Increase for positions/career progression approved in January 2025 • Added new Maintenance Technician I split position (Parks Maintenance/Facilities/The Greenspace) • Increase in support for Frontier Days • Increase in costs for 3rd of July event | <ul style="list-style-type: none"> • Increase in wages for implementation of the 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section and addition of an amount for career progression • 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 |

Facilities

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|---|--|
| <ul style="list-style-type: none"> • Moved property insurance premiums from General Government • Added The Greenspace operating costs, including staff at \$301,211. This amount includes operation and staffing plan as directed by City Council at June 13th work session plus portion of new position below. • Added new Maintenance Tech I split position (Parks Maintenance/Facilities/The Greenspace) | <ul style="list-style-type: none"> • Increase in wages for implementation of the 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section 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. |

Fleet Maintenance

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|--|---|
| <ul style="list-style-type: none"> Moved the cost of vehicle insurance from General Government Increased fuel and vehicle maintenance for the new Facilities vehicle | <ul style="list-style-type: none"> 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. |

Community Development

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|--|--|
| <ul style="list-style-type: none"> Decreased contracted building inspection/plan review services due to in-house building inspector Reduced legal fees | <ul style="list-style-type: none"> 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. |

Economic Development

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|---|---|
| <ul style="list-style-type: none"> Increase in the BNSF increment. Increased contribution to ElevateEdgerton! | <ul style="list-style-type: none"> Increase in the BNSF increment. |

Information Technology

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|--|---|
| <ul style="list-style-type: none"> Moved cell phones from Facilities into IT Reallocated contracted IT support services between general/water/sewer Increase costs for contracted IT support services due to contract expiring Moved equipment to IT Equipment Reserve | <ul style="list-style-type: none"> Decrease in costs for contracted IT support services based on the current contract. Significant decrease in the cost of cyber insurance. |

Employee Benefits

| 2024 Budget – 2025 Budget | 2025 Budget -2026 Recommended |
|---|--|
| <ul style="list-style-type: none">• Estimating a 6% increase in health insurance premiums and a 3% increase in premiums for dental and vision• Increase in KPERS Rate from 10.26% to 10.71%• Increase in number of employees• Increase due to career progression and added positions | <ul style="list-style-type: none">• Increase benefit costs related to the implementation of the 2024 Compensation and Benefits Study such as FICA, KPERS, Medicare, etc.• 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%• Addition of career progression amounts in Parks and Facilities. |

**City of Edgerton
General Fund - REVISED**

| | 29.753 Revenue from 1 Mill: | 29.672 \$82,385 | | 29.602 calculated \$94,168 est. |
|---|--------------------------------|------------------------|--------------------------|------------------------------------|
| | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
| Balance 1/1 | \$ 2,058,293 | \$ 2,288,368 | \$ 2,669,938 | \$ 2,467,823 |
| Revenues: | | | | |
| Ad Valorem Tax | 1,789,515 | 2,444,546 | 100% | 2,787,420 |
| City TIF Increment | (50,698) | (69,531) | 100% | (68,110) |
| City RHID Increment | - | - | 0% | (18,665) |
| LPKC PILOT | 610,619 | 604,876 | 108% | 615,029 |
| Delinquent Tax | - | - | - | - |
| Motor Vehicle Tax | 46,871 | 50,377 | 100% | 51,689 |
| Recreational Vehicle Tax | 1,000 | 729 | 100% | 730 |
| 16/20M Vehicle Tax | 323 | 141 | 100% | 141 |
| Local Alcoholic Liquor Tax | 8,500 | 8,500 | 100% | 8,500 |
| City 1% Use Tax | 305,000 | 308,000 | 109% | 340,000 |
| County Use Tax | 155,000 | 157,000 | 96% | 150,000 |
| City 1% Sales Tax | 610,000 | 616,100 | 100% | 625,000 |
| County Sales Tax | 408,000 | 412,150 | 100% | 415,000 |
| Franchise Tax | 235,000 | 235,000 | 100% | 235,000 |
| Licenses & Permits | 414,850 | 383,976 | 53% | 182,528 |
| Charges for Services | 85,470 | 143,830 | 100% | 172,876 |
| Fines & Forfeitures | 80,000 | 120,000 | 83% | 100,000 |
| Reimbursements/Miscellaneous | - | - | - | 15,000 |
| Investment Income | 15,000 | 20,000 | 500% | 100,000 |
| Total Revenue | \$ 4,714,450 | \$ 5,435,694 | 100% | \$ 5,712,138 |
| Expenditures: | | | | |
| General Government | 1,223,435 | 1,125,955 | 102% | 1,225,182 |
| Law Enforcement | 621,067 | 698,244 | 97% | 738,652 |
| Public Works | 754,458 | 779,614 | 109% | 847,592 |
| Parks | 372,387 | 544,653 | 106% | 609,828 |
| Facilities | 137,914 | 506,786 | 96% | 506,088 |
| Fleet Maintenance | 67,050 | 80,027 | 97% | 82,272 |
| Community Development | 495,394 | 437,770 | 106% | 453,126 |
| Economic Development | 580,900 | 593,147 | 99% | 610,291 |
| Information Technology | 98,029 | 143,305 | 97% | 118,237 |
| Employee Benefits | 630,402 | 703,668 | 103% | 757,378 |
| Total Expenditures | \$ 4,981,036 | \$ 5,613,169 | 102% | \$ 5,948,646 |
| Revenues Over(Under) Expenditures | \$ (266,586) | \$ (177,475) | | \$ (236,508) |
| Other Financing Sources & Uses | | | | |
| Transfers from Other funds: | | | | |
| Transfer from Capital Projects Fund | \$ - | \$ - | - | \$ - |
| Transfer from LPKC Ph 1 PIF | \$ - | \$ 301,211 | - | \$ 302,152 |
| Transfer from TIF Funds-City TIF Fee | \$ 1,107 | \$ 1,459 | 99% | \$ 1,486 |
| Transfers to Other Funds: | | | | |
| Transfer to Equipment Reserve Fund-General | (132,525) | (125,000) | 106% | (125,000) |
| Transfer to IT Equipment Reserve Fund-General | - | (40,000) | 0% | (40,000) |
| Transfer to Capital Projects Fund | - | - | 0% | - |
| America's Semi Quincentennial (one-time expd) | - | - | 0% | (15,000) |
| Total Other Financing Sources & Uses | \$ (131,418) | \$ 137,670 | | \$ 123,638 |
| Balance 12/31 | \$ 1,660,289 | \$ 2,248,563 | \$ 2,467,823 | \$ 2,354,953 |

| | | |
|--|--------------|--------------|
| Undesignated Reserve: | \$ 904,239 | \$ 961,270 |
| Portion Designated for Self-Insured Losses: | \$ 50,000 | \$ 50,000 |
| Reserve Per Policy - 17% of Budgeted Expenditures: | \$ 954,239 | \$ 1,011,270 |
| Unencumbered Cash Over(Under) Requirement: | \$ 1,513,585 | \$ 1,343,683 |
| Undesignated Reserve: | \$ 1,353,292 | \$ 1,437,162 |
| Portion Designated for Self-Insured Losses: | \$ 50,000 | \$ 50,000 |
| Reserve Per Policy - 25% of Budgeted Expenditures: | \$ 1,403,292 | \$ 1,487,162 |
| Unencumbered Cash Over(Under) Requirement: | \$ 1,064,531 | \$ 867,792 |

**City of Edgerton
Calculation of the Adjustment to the RNR
for the 2026 Budget**

| Real Property | | | | | | | |
|---------------------|--------------------------------------|---------------|--------------------------|-------------|---------------|------------------------|----------------------------------|
| Class | Description | Nov 2024 | 6/15/2025 Assessed Value | | | Change | |
| | | | #'s Co Clerk | Corrections | Adj #'s | Nov 2024-6/15/2025 Adj | Council Policy |
| R | Residential Including Apartments | \$ 15,526,812 | \$ 16,451,445 | \$ - | \$ 16,451,445 | \$ 924,633 | capture revenue incr up to CIP-U |
| A | Agricultural Land Use & Improvements | \$ 178,913 | \$ 173,338 | \$ (6,051) | \$ 167,287 | \$ (11,626) | capture all revenue |
| C | Commercial & Industrial | \$ 27,218,326 | \$ 36,512,017 | \$ - | \$ 36,512,017 | \$ 9,293,691 | capture all revenue |
| V | Vacant Lots | \$ 4,680,781 | \$ 5,071,639 | \$ - | \$ 5,071,639 | \$ 390,858 | capture all revenue |
| N | Not for Profit | \$ - | \$ - | \$ - | \$ - | \$ - | capture all revenue |
| O | All Other Real Property | \$ 1,875 | \$ 1,872 | \$ - | \$ 1,872 | \$ (3) | 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 | | \$ 47,606,707 | \$ 58,210,311 | \$ (6,051) | \$ 58,204,260 | \$ 10,597,553 | |

**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

| Personal Property | | | | | | | |
|-------------------|-------------------|------------|--------------------------|------|------------|------------------------|---------------------|
| Class | Description | Nov 2024 | 6/15/2025 Assessed Value | | | Change | |
| | | | #'s Co Clerk | Adj | Adj #'s | Nov 2024-6/15/2025 Adj | Council Policy |
| | Personal Property | \$ 144,603 | \$ 132,113 | \$ - | \$ 132,113 | \$ (12,490) | capture all revenue |

| State Assessed | | | | | | | |
|----------------|----------------|---------------|--------------------------|------------|---------------|------------------------|---------------------|
| Class | Description | Nov 2024 | 6/15/2025 Assessed Value | | | Change | |
| | | | #'s Co Clerk | Adj | Adj #'s | Nov 2024-6/15/2025 Adj | Council Policy |
| | State Assessed | \$ 34,634,116 | \$ 35,826,620 | \$ - | \$ 35,826,620 | \$ 1,192,504 | capture all revenue |
| Grand Totals | | \$ 82,385,426 | \$ 94,169,044 | \$ (6,051) | \$ 94,162,993 | \$ 11,777,567 | |

Calculation of Adjustment to RNR

| | |
|--|---------------|
| Total Allowable Change in Assessed Value Per Council Policy | \$ 11,555,476 |
| Nov 2024 Mill Rate for the 2025 Budget | 29.672 |
| Allowable increase in Property Tax Revenue per Council Policy | \$ 342,874 |
| Property Tax Levied 2024 for 2025 Budget | \$ 2,444,546 |
| Total Property Tax Revenue for the 2026 Budget | \$ 2,787,420 |
| Base Mill Rate Needed | 29.602 |
| Mill Rate Needed for GO Debt Service | \$ - |
| Total Mill Rate Needed | 29.602 |
| RNR | 25.965 |
| Estimated Adjustment to the RNR | 3.637 |
| Decrease in Mill Rate from 2025 Budget to 2026 Budget | (0.070) |

* Due to Council Policy of only allowing an increase in Residential Assessed Value equal to the rate of inflation, the City is removing \$222,091 of assessed value out of the property tax calculation, resulting in forgone revenue of \$6,590.

City of Edgerton General Fund Summary of Audits

| | 2022 Actual | 2023 Actual | 2024 Actual |
|---|---------------------|---------------------|---------------------|
| Balance 1/1 | \$ 2,098,781 | \$ 2,368,806 | \$ 2,812,785 |
| Revenues: | | | |
| Ad Valorem Tax | 2,194,690 | 2,356,031 | 1,773,269 |
| City TIF Increment | (38,133) | (50,434) | (51,025) |
| LPKC PILOT | - | - | 646,693 |
| Delinquent Tax | 9,016 | 3,787 | 16,929 |
| Motor Vehicle Tax | 46,960 | 47,821 | 48,548 |
| Recreational Vehicle Tax | 1,192 | 1,011 | 973 |
| 16/20M Vehicle Tax | 434 | 311 | 209 |
| Local Alcoholic Liquor Tax | 7,728 | 6,048 | 7,864 |
| City 1% Use Tax | 294,254 | 425,015 | 334,632 |
| County Use Tax | 154,981 | 140,915 | 137,052 |
| City 1% Sales Tax | 560,160 | 674,555 | 609,230 |
| County Sales Tax | 373,853 | 408,065 | 393,706 |
| Franchise Tax | 226,162 | 238,816 | 240,995 |
| Licenses & Permits | 160,187 | 311,111 | 90,723 |
| Charges for Services | 124,824 | 121,730 | 113,011 |
| Fines & Forfeitures | 92,585 | 87,003 | 112,482 |
| Reimbursements/Miscellaneous | 36,144 | 17,952 | 17,173 |
| Investment Income | 12,751 | 57,757 | 161,824 |
| Total Revenue | \$ 4,257,788 | \$ 4,847,494 | \$ 4,654,288 |
| Expenditures: | | | |
| General Government | 892,585 | 1,089,842 | 1,093,090 |
| Law Enforcement | 535,611 | 561,313 | 628,843 |
| Public Works | 577,800 | 618,697 | 700,840 |
| Parks | 311,378 | 323,154 | 442,475 |
| Facilities | 103,091 | 109,860 | 121,276 |
| Fleet Maintenance | 49,857 | 60,568 | 62,749 |
| Community Development | 366,082 | 401,186 | 368,103 |
| Economic Development | 460,944 | 428,159 | 500,883 |
| Information Technology | 45,501 | 89,074 | 91,325 |
| Employee Benefits | 445,056 | 524,399 | 566,648 |
| Total Expenditures | \$ 3,787,905 | \$ 4,206,252 | \$ 4,576,232 |
| Revenues Over(Under) Expenditures | \$ 469,883 | \$ 641,242 | \$ 78,056 |
| Other Financing Sources & Uses | | | |
| Transfers from Other funds: | | | |
| Transfer from Capital Projects Fund | \$ 84,069 | \$ 86,907 | \$ 17,882 |
| Transfer from TIF Funds-City TIF Fee | \$ 50,916 | \$ 5,321 | \$ 1,901 |
| Transfers to Other Funds: | | | |
| Transfer to Equipment Reserve Fund-General | (127,000) | (176,000) | (125,000) |
| Transfer to Capital Projects Fund | (207,843) | (113,491) | (115,686) |
| Total Other Financing Sources & Uses | \$ (199,858) | \$ (197,263) | \$ (220,903) |
| Balance 12/31 | \$ 2,368,806 | \$ 2,812,785 | \$ 2,669,938 |

**City of Edgerton
2026 Budget Work Session
July 10, 2025**

Revised

Utility Funds Budget





August 25, 2025

To: Mayor and City Council Members

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

Re: 2026 Recommended Water Fund Budget

Changes Since the Budget Work Session on July 10, 2025

The Miscellaneous revenue amount was reduced to zero. The \$8,500 that had been on this line was entered in error.

Attached please find the 2026 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). In January 2025 BLS released the CPI-U for the twelve months ending December 2024 which was 2.9%. The table below shows the history of the CIP-U for the last five years.

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

2025 Estimate

The 2025 estimated revenues and expenditures reflect staff’s evaluation of the activity so far in 2025 compared to the budget approved for 2025. A line item with an estimate of more than 100% means that staff expect 2025 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipate the 2025 activity to be less than the budget.

In December 2024, Edgerton City Council approved Ordinance No. 2175 establishing new salary ranges for city employees based on the results of the 2024 Compensation and Benefits Study.

The new salary ranges approved in Ordinance No. 2175 were not known at time of preparation of the 2025 Annual Budget; and therefore, not included in the 2025 Budget. As part of that approval of the Ordinance, City Council allocated funds from Unencumbered Fund Balance to allow the City Administrator to implement the salary ranges and address discrepancies in pay

equity across positions and departments to alleviate compression and inequalities in pay for similar work. For the Water Fund, that allocation for 2025 was \$12,000.

The 2025 Estimate includes the impacts of the implementation of the 2024 Compensation and Benefits Study.

Revenues

The 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 majority of increase in charges for services revenue is driven by new home construction in the Dwyer Farms subdivision. In preparation of the 2026 Budget, Staff worked with Lennar on their projected build out of homes for both 2025 and 2026. 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 2026 Budget), staff is using the following home construction estimates:
 - 2025: 100 homes constructed by end of 2025
 - 2026: 96 homes (average 8 per month) constructed throughout 2026
- New homes in Dwyer Farms directly impacts two categories of charges for services – Sale of Water and New Installations.
- Sale of Water (Dwyer): Raftelis included an incremental increase in revenue from water sold based on projections for new homes anticipated to be constructed at Dwyer Farms. Staff updated that estimate based on construction numbers listed above.
- 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 new meters. The revenue is based on 96 new installations in 2026 as referenced above.
- Water Rate Increase: The revenues are from the 2024 Rate Study Report prepared by Raftelis, which is included in this packet for reference. The 2024 Rate Study Report recommends a small increase of \$2.14 per month for the average customer for 2026.
 - If there is consensus to adopt the recommendation in the 2024 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 2026 Budget remains the same as the 2024 and 2025 Budgets.

Investment Income

- The 2026 Budget was increased to reflect the continued higher interest rate environment.

Expenditures

Fleet Maintenance

- The 2026 Budget decreased slightly due to purchase of additional vehicles to support General Fund activities, lowering the allocation of cost of insurance to Water Fund.

Information Technology

- Significant decrease in the cost of cyber insurance.
- Decreased cost of contracted IT services based on actual proposals received in 2025. Includes a small increase in software maintenance contracts.
- Equipment replacement costs now handled in IT Equipment Replacement Budget.

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 than projected, City will purchase less water and collect less user charges for services.
- Also includes estimated increases in the cost of water purchased from Miami RWD #2; increase in transportation fee from Water 7; as well as an increase in the cost of the HAWC contract. The Miami RWD #2 contract provides for annual review of their rates and changes related to increases in their costs of operation. The transportation fee from Water 7 has not increased since the contract was signed in 2006. The HAWC cost increases annually when the state increases the cost of raw water.

Distribution

- Includes significant increase in purchase of water meters for new homes constructed at Dwyer Farms (based on numbers previously noted). This increase is offset by estimated New Installations revenue. If build out is slower than expected, City will collect fewer one-time connection fees and purchase less water meters.
- Small increase in annual maintenance contracts for City's water towers.

Administrative-Water

- Increase in wages for implementation of 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section.
- Increased postage to account for additional utility bills mailed due to Dwyer Farms.
- Increased credit card fees to reflect the trend in the actual expenditures and addition of new customers at Dwyer Farms. The City absorbs the credit card fees for utility payments to encourage customers to utilize the online portal and to save staff time posting payments.
- Included rate study to be completed by Raftelis in 2026
- Removed Community Assistance due to no request received from Miami County Conservation District.

- Increase in PPE due to cost increases in these items.

Employee Benefits

- Increase in benefits tied to wages due to implementation of 2024 Compensation and Benefits Study. See 2025 Estimate section for more information.
- 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 the last few years have been less than 6%.
- Includes an decrease in the KPERS employer rate. The rate will go from 10.71% to 10.59%.

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

- Includes a \$30,000 transfer to the Equipment Reserve Fund-Water based on 2024 Raftelis Rate Study to continue funding replacement of vehicles/equipment used in the water operations.
- Includes a \$10,000 transfer to the IT Equipment Reserve Fund-Water to fund IT Equipment related to water operations. Increased from \$5,000 in 2025 to reflect replacements in 2026 and beyond.
- Includes \$15,000 transfer to the Infrastructure Fund-Water based on 2024 Raftelis Rate Study to fund major repairs/replacements of water infrastructure components.

Ending Balance and Reserves

The projected balance at the end of 2026 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2024 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 water system components to analyze and develop a replacement plan. The establishment of the new Infrastructure Fund-Water in 2024 and planned transfers 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 2024 Rate Study does not provide any funding for capital projects.

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.

City of Edgerton Water Fund - REVISED

| | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|--------------------|--------------------|-------------------|---------------------|
| Balance 1/1 | \$ 192,147 | \$ 211,413 | \$ 251,677 | \$ 242,199 |
| Revenues: | | | | |
| Charges for Services | 511,187 | 533,440 | 106% | 785,369 |
| Fines & Forfeitures | 8,000 | 8,000 | 100% | 8,000 |
| Reimbursements | - | - | - | - |
| Bond Proceeds | - | - | - | - |
| Investment Income | 2,500 | 2,500 | 340% | 8,500 |
| Total Revenue | \$ 521,687 | \$ 543,940 | 107% | \$ 801,869 |
| Expenditures: | | | | |
| Fleet Maintenance | 7,475 | 8,763 | 95% | 8,277 |
| Information Technology | 52,309 | 39,711 | 95% | 36,421 |
| Production | 175,000 | 204,766 | 95% | 322,900 |
| Distribution | 67,030 | 70,460 | 95% | 105,530 |
| Administrative - Water | 160,762 | 178,269 | 104% | 201,119 |
| Employee Benefits | 40,184 | 46,885 | 104% | 50,156 |
| Debt Service | 14,957 | 14,956 | 100% | 14,959 |
| Total Expenditures | \$ 517,717 | \$ 563,810 | 99% | \$ 739,362 |
| Revenues Over(Under) Expenditures | \$ 3,970 | \$ (19,870) | | \$ 62,507 |
| Other Financing Sources & Uses: | | | | |
| Transfers from Other funds: | | | | |
| Transfer from Capital Projects Fund | - | - | 0% | - |
| Transfers to Other Funds: | | | | |
| Transfer to Equipment Reserve Fund-Water | (15,000) | (25,000) | 100% | (30,000) |
| Transfer to Infrastructure Fund-Water | - | (7,500) | 100% | (15,000) |
| Transfer to IT Equipment Reserve-Water | - | (5,000) | 0% | (10,000) |
| Transfer to Capital Projects Fund | - | - | - | - |
| Total Other Financing Sources & Uses | \$ (15,000) | \$ (37,500) | 100% | \$ (55,000) |
| Balance 12/31 | \$ 181,117 | \$ 154,043 | \$ 242,199 | \$ 249,705 |

| | | |
|---|------------|------------|
| <i>Reserve Per Policy - 17% of Budgeted Expenditures:</i> | \$ 95,848 | \$ 125,692 |
| <i>Unencumbered Cash Over(Under) Requirement:</i> | \$ 146,351 | \$ 124,014 |
| | | |
| <i>Reserve Per Policy - 25% of Budgeted Expenditures:</i> | \$ 140,953 | \$ 184,841 |
| <i>Unencumbered Cash Over(Under) Requirement:</i> | \$ 101,246 | \$ 64,865 |



July 1, 2025

To: Mayor and City Council Members

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

Re: 2026 Recommended Sewer Fund Budget

Attached please find the 2026 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). In January 2025 BLS released the CPI-U for the twelve months ending December 2024 which was 2.9%. The table below shows the history of the CIP-U for the last five years.

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

2025 Estimate

The 2025 estimated revenues and expenditures reflect staff’s evaluation of the activity so far in 2025 compared to the budget approved for 2025. A line item with an estimate of more than 100% means that staff expect 2025 activity to exceed the budget. A line item with an estimate that is less than 100% means that staff anticipate the 2025 activity to be less than the budget.

In December 2024, Edgerton City Council approved Ordinance No. 2175 establishing new salary ranges for city employees based on the results of the 2024 Compensation and Benefits Study.

The new salary ranges approved in Ordinance No. 2175 were not known at time of preparation of the 2025 Annual Budget; and therefore, not included in the 2025 Budget. As part of that approval of the Ordinance, City Council allocated funds from Unencumbered Fund Balance to allow the City Administrator to implement the salary ranges and address discrepancies in pay equity across positions and departments to alleviate compression and inequalities in pay for similar work. For the Sewer Fund, that allocation for 2025 was \$30,000.

The 2025 Estimate includes the impacts of the implementation of the 2024 Compensation and Benefits Study.

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. This revenue has decreased as only one business remains on a holding tank.

Charges for Services

- The majority of increase in charges for services revenue is driven by new home construction in the Dwyer Farms subdivision. In preparation of the 2026 Budget, Staff worked with Lennar on their projected build out of homes for both 2025 and 2026. 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 2026 Budget), staff is using the following home construction estimates:
 - 2025: 100 homes constructed by end of 2025
 - 2026: 96 homes (average 8 per month) constructed throughout 2026
- New homes in Dwyer Farms directly impacts two categories of charges for services – Charges for Sewer Treatment and New Installations.
- Charges for Sewer Treatment (Dwyer): Raftelis included an incremental increase in revenue from sewer treated based on projections for new homes anticipated to be constructed at Dwyer Farms. Staff updated that estimate based on construction numbers listed above.
- 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 new water meters – which are used to collect water consumption data that is the basis for residential sewer charges. The revenue is based on 96 new installations in 2026 as referenced above.
- Sewer Rate Increase: The revenues are from the 2024 Rate Study Report prepared by Raftelis, which is included in this packet for reference. The 2024 Rate Study Report recommends a small increase of \$1.55 per month for the average customer for 2026.
 - If there is consensus to adopt the recommendation in the 2024 Rate Study Report, staff would bring back the updated fee resolution for Council consideration at a meeting in September.

Fines & Forfeitures

- The 2026 Budget increased based on 2023 and 2024 actuals.

Investment Income

- The 2026 Budget was increased to reflect the continued higher interest rate environment.

Expenditures

Fleet Maintenance

- The 2026 Budget decreased slightly due to purchase of additional vehicles to support General Fund activities, lowering the allocation of cost of insurance to Sewer Fund.

Information Technology

- Significant decrease in the cost of cyber insurance.
- Decreased cost of contracted IT services based on actual proposals received in 2025.
- Includes a small increase in software maintenance contracts.
- Equipment replacement costs now handled in IT Equipment Replacement Budget.

Treatment Plant

- Increased cost in electricity, trash (sludge removal) and chemicals at Big Bull Creek Wastewater Treatment Facility 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 than projected, City will treat less sewer and collect less user charges for treatment.
- Increase in cost for pollution liability insurance for Big Bull Creek Wastewater treatment plant.
- Increased lab/testing fees for priority pollutant scan only conducted in even years. Other actuals lab/testing costs higher in 2024.
- Increase in maintenance contracts amount as centrifuge maintenance contract only done in the even years.

Sewer Line Maintenance

- No increase over the 2025 Budget.

Lift Stations/Vaults

- Increase in cost of electricity at EWWLS 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 than projected, City will treat less sewer and collect less user charges for treatment.
- Decrease in generator maintenance contract cost due to actual bids received.

Administrative-Sewer

- Increase in wages for implementation of 2024 Compensation and Benefits Study as previously explained in the 2025 Estimate Section.
- Increased postage to account for additional utility bills mailed due to Dwyer Farms.
- Increased credit card fees to reflect the trend in the actual expenditures and addition of new customers at Dwyer Farms. The City absorbs the credit card fees for utility payments to encourage customers to utilize the online portal and to save staff time posting payments.
- Includes rate study to be completed by Raftelis in 2026
- Increase in financial services due to single-audit requirement for federal grant funding over \$750,000 For EPA STAG Grant for Dwyer Sanitary Sewer Project.

- Decrease in engineering services based on actuals for 2023 and 2024.

Employee Benefits

- Increase in benefits tied to wages due to implementation of 2024 Compensation and Benefits Study. See 2025 Estimate section for more information.
- 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 the last few years have been less than 6%.
- Includes a decrease in the KPERS employer rate. The rate will go from 10.71% to 10.59%.

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

- Includes a \$15,000 transfer to the Equipment Reserve Fund-Sewer to continue funding replacement of vehicles/equipment used in the sewer operations.
- Includes a \$10,000 transfer to the IT Equipment Reserve-Sewer to fund IT Equipment related to sewer operations. Increased from \$5,000 in 2025 to reflect replacements in 2026 and beyond.
- Includes a \$20,000 transfer to the Infrastructure Fund-Sewer based on 2024 Raftelis Rate Study to fund major repairs/replacements of sewer infrastructure components.
- Includes a transfer to capital projects of \$50,000 to fund the 2027 CDBG Project.

Ending Balance and Reserves

The projected balance at the end of 2026 meets the level required by Council policy.

Future Considerations

The financial plan presented in the 2024 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. The establishment of the new Infrastructure Fund-Sewer in 2024 and planned transfers 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 financial plan from the 2024 Rate Study reflects funding annually for the CDBG Projects. However, it does not reflect any additional funding for other unfunded sewer projects in the five-year Capital Improvement Program.

City of Edgerton Sewer Fund

| | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|--------------------|--------------------|-------------------|---------------------|
| Balance 1/1 | \$ 704,735 | \$ 750,791 | \$ 1,006,490 | \$ 833,892 |
| Revenues: | | | | |
| Licenses & Permits | 100 | 100 | 50% | 50 |
| Charges for Services | 761,265 | 839,363 | 102% | 1,033,692 |
| Fines & Forfeitures | 7,000 | 10,000 | 150% | 15,000 |
| Reimbursements | - | - | - | - |
| Bond Proceeds | - | - | - | - |
| Investment Income | 3,500 | 3,500 | 714% | 25,000 |
| Total Revenue | \$ 771,865 | \$ 852,963 | 105% | \$ 1,073,742 |
| Expenditures: | | | | |
| Fleet Maintenance | 7,475 | 9,978 | 95% | 8,929 |
| Information Technology | 53,351 | 50,423 | 95% | 43,421 |
| Treatment Plant | 225,055 | 207,980 | 95% | 227,296 |
| Sewer Line Maintenance | 13,200 | 13,200 | 95% | 13,200 |
| Lift Stations/Vaults | 38,456 | 38,950 | 95% | 34,764 |
| Administrative - Sewer | 251,897 | 310,661 | 107% | 345,141 |
| Employee Benefits | 71,877 | 95,368 | 105% | 102,988 |
| Debt Service | 192,438 | 195,438 | 100% | 193,338 |
| Total Expenditures | \$ 853,749 | \$ 921,999 | 101% | \$ 969,077 |
| Revenues Over(Under) Expenditures | \$ (81,884) | \$ (69,036) | | \$ 104,665 |
| 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) | 100% | (15,000) |
| Transfer to IT Equipment Reserve Fund-Sewer | - | (5,000) | 100% | (10,000) |
| Transfer to Infrastructure Fund-Sewer | - | (20,000) | 100% | (20,000) |
| Transfer to Capital Projects Fund | - | (50,000) | 200% | (50,000) |
| Total Other Financing Sources & Uses | \$ - | \$ (90,000) | 156% | \$ (95,000) |
| Balance 12/31 | \$ 622,851 | \$ 591,755 | \$ 833,892 | \$ 843,556 |

Reserve Per Policy - 17% of Budgeted Expenditures: \$ 156,740 \$ 164,743
 Unencumbered Cash Over(Under) Requirement: \$ 677,152 \$ 678,813

Reserve Per Policy - 25% of Budgeted Expenditures: \$ 230,500 \$ 242,269
 Unencumbered Cash Over(Under) Requirement: \$ 603,392 \$ 601,287



Utility Rates FY 2026



2026 Proposed Average Monthly Water Charge



\$49.07

an increase of

Water \$2.14

2026 Proposed Average Monthly Sewer Charge

\$40.08

an increase of

\$1.55 Sewer



2026 Proposed Trash and Recycling Charge



\$11.00

an increase of

Trash \$0

This utility rate increase is less than a...

2026 Proposed Total Average Monthly Increase

\$3.69

per month



6-pack of soda



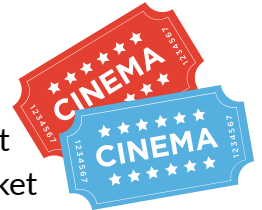
Bottle of sunscreen



Phone charging cable



One frozen pizza



Discount Movie Ticket

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.



CITY OF EDGERTON

Water and Sewer Rate Study

DRAFT REPORT / JULY 2024



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Executive Summary

The City of Edgerton retained Raftelis in 2024 to update the City’s Utility Financial Plan (Study). 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 4.75% and sewer rates by 4.0% in FY 2025**. The primary drivers of these increases are the need to meet debt service coverage requirements, the creation of new reserves for capital, the addition of a new employee in 2025, and increased water purchase costs.

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|-----------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| Proposed Increases | | | | | | | |
| Water Rates | | | 4.75% | 4.50% | 4.50% | 4.50% | 4.50% |
| Sewer Rates | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Customer Bill - 3,000 Gal. | | | | | | | |
| Water | \$42.63 | \$44.78 | \$46.93 | \$49.07 | \$51.30 | \$53.63 | \$56.06 |
| Sewer | 34.27 | 37.02 | 38.53 | 40.08 | 41.70 | 43.40 | 45.14 |
| Combined | \$76.90 | \$81.80 | \$85.46 | \$89.15 | \$93.00 | \$97.03 | \$101.20 |

Introduction

The City of Edgerton retained Raftelis in 2024 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 2025 through FY 2029. 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.

Key changes from the 2022 study include updated budget forecasts to account for increased costs, the impact of the new residential development at Dwyer Farms, and the creation of a new Infrastructure Fund to pay for planned or emergency repairs.

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. Historically, the City has 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 new Dwyer Farms residential development is nearing completion and the City expects 113 homes to be sold in 2025¹, and a total of 275 homes sold through 2029. Each of these homes is expected to use 4,000 gallons of water per month. Figure 1 presents a forecast of water use through the study period. Demand from Dwyer Farms is expected to increase the City's total water sold by approximately 40% by 2029.

Figure 1: Water Demand Forecast

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| Baseline | | | | | | | |
| Water Bills Issued | 8,491 | 8,491 | 8,491 | 8,491 | 8,491 | 8,491 | 8,491 |
| Water Use (1,000 Gal.) | 28,974 | 28,974 | 28,974 | 28,974 | 28,974 | 28,974 | 28,974 |
| Dwyer Farms | | | | | | | |
| Bills Issued | | | - | 1,356 | 1,842 | 2,328 | 2,814 |
| Water Use (1,000 Gal.) | | | - | 5,424 | 7,368 | 9,312 | 11,256 |
| Total | | | | | | | |
| Bills Issued | 8,491 | 8,491 | 8,491 | 9,847 | 10,333 | 10,819 | 11,305 |
| Water Use (1,000 Gal.) | 28,974 | 28,974 | 28,974 | 34,398 | 36,342 | 38,286 | 40,230 |

Figure 2 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 2: Water Revenue at Current Rates

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Fixed Charge | | \$214,848 | \$214,848 | \$247,202 | \$258,798 | \$270,394 | \$281,990 |
| Volume Charge | | 256,188 | 256,188 | 299,553 | 315,095 | 330,638 | 346,180 |
| Subtotal | \$465,413 | \$471,036 | \$471,036 | \$546,755 | \$573,893 | \$601,031 | \$628,170 |
| Misc. Revenue | \$61,892 | \$49,412 | \$49,412 | \$49,412 | \$49,412 | \$49,412 | \$49,412 |
| Total | \$527,305 | \$520,448 | \$520,448 | \$596,167 | \$623,305 | \$650,443 | \$677,582 |

¹ In order to develop a conservative forecast, demand is forecasted to begin the year after the City believes the homes will be sold.

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 FY 2025 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. The cost to purchase water was also increased to account for additional sales at Dwyer Farms and increased charges from Miami Co. RWD #2, Water District #7, Baldwin City, and the Hillsdale Area Water Cooperative. Finally, a 95% spend factor is applied to the total for FY 2024 and beyond.

Figure 3: Water Operating Expense Forecast

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Information Technology | \$49,411 | \$52,309 | \$39,711 | \$41,697 | \$43,782 | \$45,971 | \$48,269 |
| Employee Benefits | 36,604 | 40,184 | 46,885 | 49,230 | 51,691 | 54,276 | 56,989 |
| Production | 179,035 | 175,000 | 204,766 | 247,318 | 278,390 | 308,651 | 341,640 |
| Distribution | 57,414 | 67,030 | 70,460 | 74,244 | 78,238 | 82,454 | 86,906 |
| Administrative | 144,031 | 162,562 | 178,269 | 183,746 | 192,933 | 202,580 | 212,709 |
| Fleet Maintenance | 3,690 | 7,475 | 8,763 | 9,201 | 9,661 | 10,144 | 10,651 |
| Total | \$470,185 | \$504,560 | \$548,854 | \$605,435 | \$654,695 | \$704,076 | \$757,165 |
| Adjusted Total | \$470,185 | \$479,332 | \$521,412 | \$575,164 | \$621,960 | \$668,872 | \$719,307 |

Capital Expenses

Capital Expenses for the City's water utility include debt service payments for the Series 2016 PWSLF bonds of approximately \$15,000 per year and transfers to the Equipment Fund, Capital Fund, and newly created Infrastructure Fund and IT Equipment Fund. The Equipment Fund is primarily used for the purchase of new vehicles, while the Infrastructure Fund is intended for planned or emergency repairs to pump stations, valves, or other critical assets. Figure 4 summarizes transfers from the Operating Fund.

Figure 4: Water Transfers to Other Funds

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Capital Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Infrastructure Fund | 0 | 10,000 | 10,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| IT Equipment Fund | 0 | 0 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Equipment Fund | 15,000 | 15,000 | 25,000 | 30,000 | 50,000 | 50,000 | 90,000 |
| Total | \$15,000 | \$25,000 | \$40,000 | \$50,000 | \$70,000 | \$70,000 | \$110,000 |

Operating Fund Balance

In addition to the three capital-related funds described above, the City maintains the Operating Fund 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 5 summarizes the water utility financial plan. In order to ensure that the City is able to maintain debt service coverage of at least 1.1 times annual debt service in 2025 and maintain fund balance targets in the future, **we recommend a rate increase of 4.75% in FY 2025** and 4.5% each year thereafter.

Figure 5: Water Financial Plan

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Proposed Revenue Adjustment | | | 4.75% | 4.50% | 4.50% | 4.50% | 4.50% |
| Revenue | | | | | | | |
| Retail Customer Revenue | \$465,413 | \$471,036 | \$493,410 | \$598,498 | \$656,474 | \$718,456 | \$784,686 |
| Other Revenue | 61,892 | 49,422 | 50,530 | 51,671 | 52,846 | 54,056 | 55,303 |
| Total | \$527,305 | \$520,458 | \$543,940 | \$650,169 | \$709,320 | \$772,512 | \$839,989 |
| Revenue Requirement | | | | | | | |
| Operating Expenses | \$470,185 | \$479,332 | \$521,412 | \$575,164 | \$621,960 | \$668,872 | \$719,307 |
| Existing Debt Service | 14,957 | 14,955 | 14,955 | 14,955 | 14,958 | 14,959 | 14,960 |
| Transfers | 15,000 | 25,000 | 40,000 | 50,000 | 70,000 | 70,000 | 110,000 |
| Total | \$500,142 | \$519,288 | \$576,367 | \$640,119 | \$706,919 | \$753,832 | \$844,267 |
| Surplus/(Deficit) | \$27,163 | \$1,170 | (\$32,427) | \$10,050 | \$2,401 | \$18,680 | (\$4,278) |
| Debt Service Coverage | 3.81 | 2.74 | 1.17 | 4.68 | 5.50 | 6.59 | 7.73 |
| Fund Balances | | | | | | | |
| Operating (25% Budget) | \$121,285 | \$123,572 | \$134,092 | \$147,530 | \$159,230 | \$170,958 | \$183,567 |
| Operating (Unencumbered) | 88,959 | 87,842 | 44,895 | 41,507 | 32,209 | 39,161 | 22,274 |
| System Development | 25,772 | 25,772 | 25,772 | 25,772 | 25,772 | 25,772 | 25,772 |
| Equipment | 79,406 | 53,776 | 59,316 | 89,316 | 102,566 | 27,326 | 11,958 |
| IT Equipment | 0 | 0 | 5,000 | 10,000 | 15,000 | 20,000 | 25,000 |
| Infrastructure | 0 | 10,000 | 20,000 | 35,000 | 50,000 | 65,000 | 80,000 |
| Total | \$315,422 | \$300,963 | \$289,075 | \$349,125 | \$384,777 | \$348,217 | \$348,571 |

Figure 6 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 yellow line shows revenue without any rate increases, which increases significantly with the addition of Dwyer Farms. 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 6: Water Financial Plan Graph

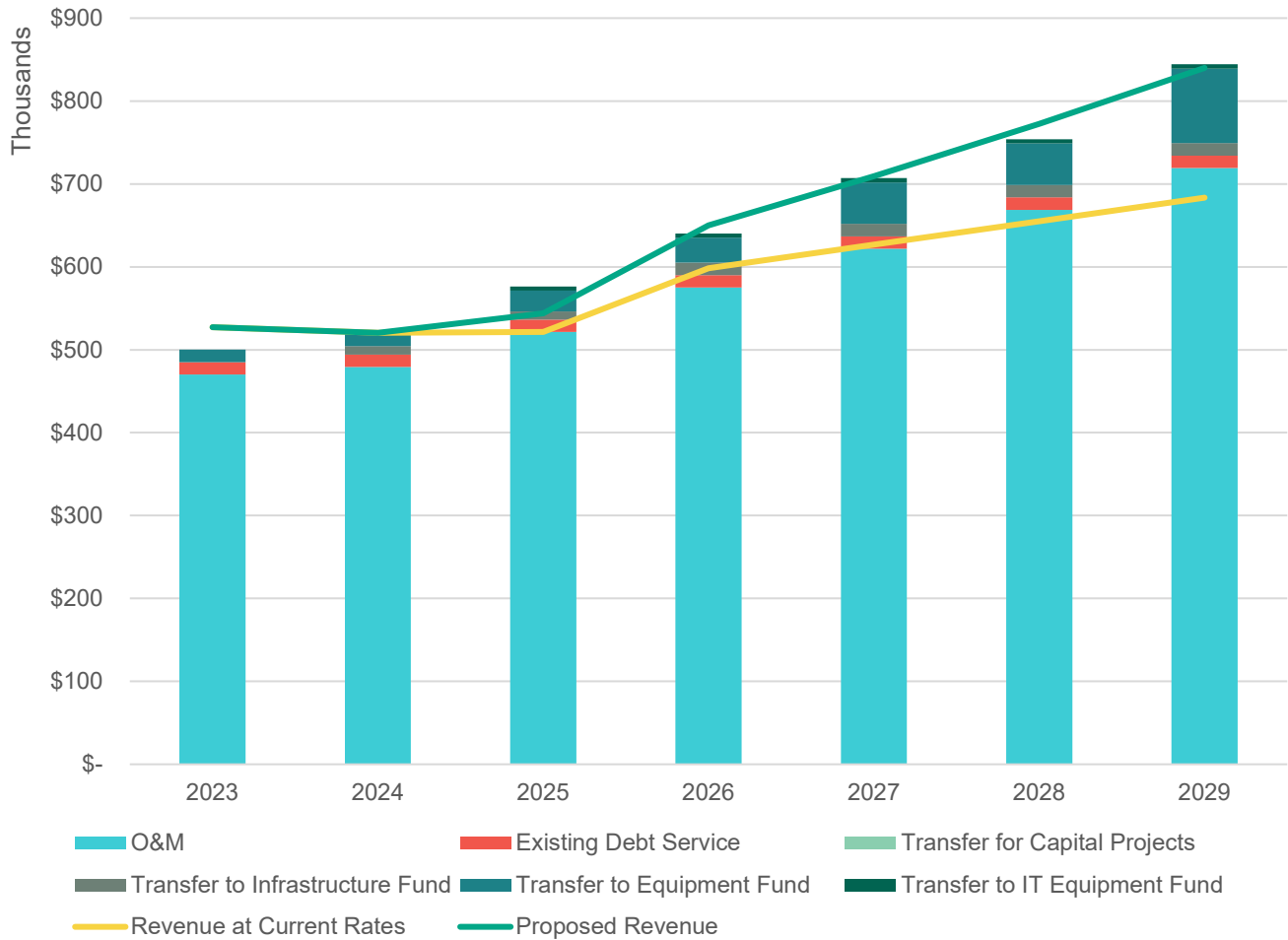
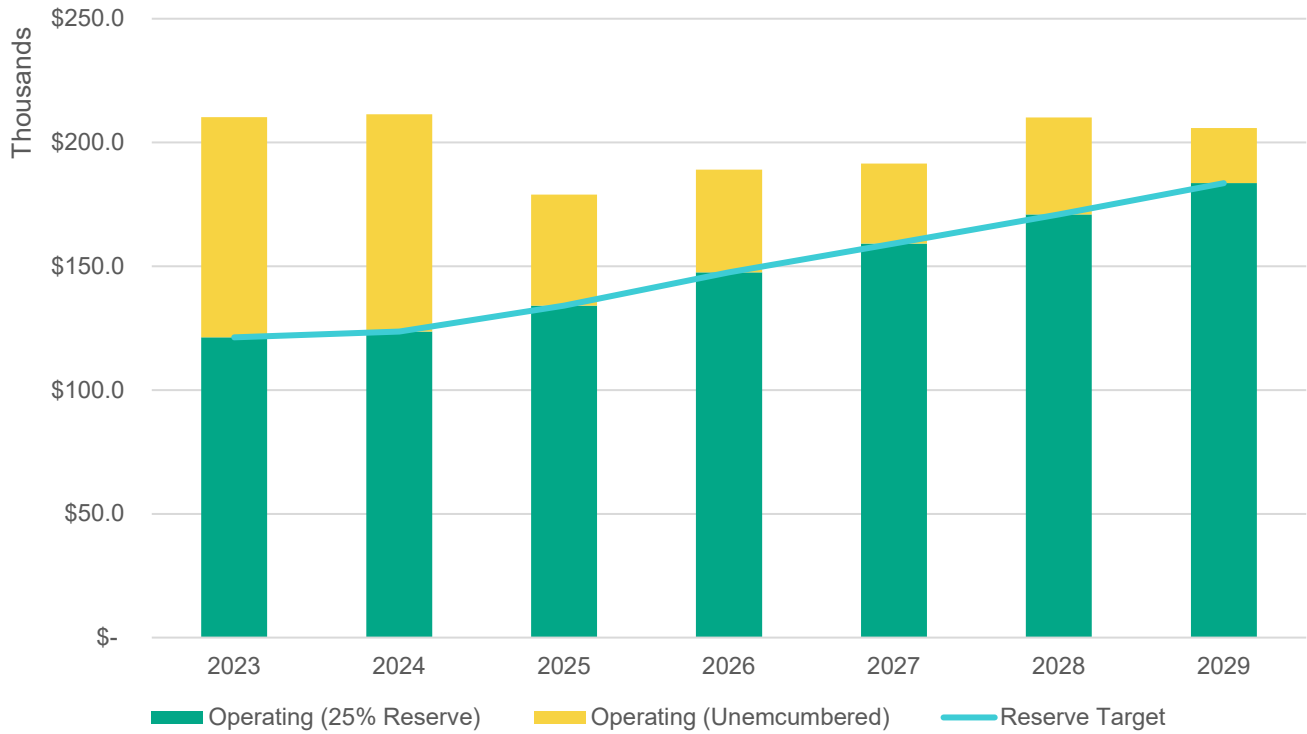


Figure 7 displays a forecast of the operating fund balance. The green bar represents the portion of the balance that is set aside to meet the 25% reserve target. The yellow bar shows the additional, unencumbered balance available for the utility to use as needed in the future. The proposed rates ensure that the utility is able to continue to maintain adequate reserves.

Figure 7: Water Operating Fund Balance



Proposed Water Rates

Figure 8 presents a forecast of the proposed inside city water rates.

Figure 8: Proposed Water Rate Schedule

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|---------------------------------|---------|---------|---------|---------|---------|---------|---------|
| Fixed Monthly Charge | | | | | | | |
| 5/8" | \$22.72 | \$23.86 | \$25.00 | \$26.13 | \$27.31 | \$28.54 | \$29.83 |
| 3/4" | 24.13 | 25.34 | 26.55 | 27.75 | 29.00 | 30.31 | 31.68 |
| 1" | 27.00 | 28.35 | 29.70 | 31.04 | 32.44 | 33.90 | 35.43 |
| 1 1/2" | 34.12 | 35.83 | 37.54 | 39.23 | 41.00 | 42.85 | 44.78 |
| 2" | 42.70 | 44.84 | 46.97 | 49.09 | 51.30 | 53.61 | 56.03 |
| 3" | 62.70 | 65.84 | 68.97 | 72.08 | 75.33 | 78.72 | 82.27 |
| 4" | 91.24 | 95.81 | 100.37 | 104.89 | 109.62 | 114.56 | 119.72 |
| 6" | 162.62 | 170.76 | 178.88 | 186.93 | 195.35 | 204.15 | 213.34 |
| 8" | 248.30 | 260.72 | 273.11 | 285.40 | 298.25 | 311.68 | 325.71 |
| Volume Rate (1,000 Gal.) | | | | | | | |
| Below 2,000 | \$4.69 | \$4.93 | \$5.17 | \$5.41 | \$5.66 | \$5.92 | \$6.19 |
| 2,001 – 10,000 | 10.53 | 11.06 | 11.59 | 12.12 | 12.67 | 13.25 | 13.85 |
| Above 10,000 | 14.51 | 15.24 | 15.97 | 16.69 | 17.45 | 18.24 | 19.07 |

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. Additionally, LPKC customers continue to grow, with sales of approximately 50,000 units of wastewater in 2023 compared to 38,000 in 2022. Figure 9 presents the forecast of sewer demand.

Figure 9: Sewer Demand Forecast

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| Baseline | | | | | | | |
| Sewer Bills Issued | 7,516 | 7,516 | 7,516 | 7,516 | 7,516 | 7,516 | 7,516 |
| Sewer Use (1,000 Gal.) | 77,675 | 77,675 | 77,675 | 77,675 | 77,675 | 77,675 | 77,675 |
| Dwyer Farms | | | | | | | |
| Sewer Bills Issued | | | | 1,356 | 1,842 | 2,328 | 2,814 |
| Sewer Use (1,000 Gal.) | | | | 5,424 | 7,368 | 9,312 | 11,256 |
| Total | | | | | | | |
| Sewer Bills Issued | 7,516 | 7,516 | 7,516 | 8,872 | 9,358 | 9,844 | 10,330 |
| Sewer Use (1,000 Gal.) | 77,675 | 77,675 | 77,675 | 83,099 | 85,043 | 86,987 | 88,931 |

Figure 10 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 10: Sewer Revenue at Current Rates

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Fixed Charge | | \$62,232 | \$62,232 | \$73,460 | \$77,484 | \$81,508 | \$85,532 |
| Volume Charge | | 744,126 | 744,126 | 796,088 | 814,711 | 833,335 | 851,958 |
| Subtotal | \$774,779 | \$806,358 | \$806,358 | \$869,548 | \$892,195 | \$914,843 | \$937,491 |
| Misc. Revenue | \$224,105 | \$11,350 | \$14,350 | \$14,350 | \$14,350 | \$14,350 | \$14,350 |
| Total | \$998,884 | \$817,708 | \$820,708 | \$883,898 | \$906,545 | \$929,193 | \$951,841 |

Expense Forecast

Operating Expenses

The forecast of sewer operating expenses is conducted in a similar manner as the forecast of water expenses. The primary difference is that chemical and electricity usage at the wastewater treatment plant is expected to follow the same growth pattern as total billed sewer use in order to account for the increased wastewater contributions from Dwyer Farms. The total budgeted O&M is then reduced using a 95% spend factor. Figure 11 presents forecast of sewer operating expenses.

Figure 11: Sewer Operating Expense Forecast

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Information Technology | \$49,511 | \$53,351 | \$50,423 | \$52,945 | \$55,592 | \$58,371 | \$61,290 |
| Employee Benefits | 66,621 | 71,877 | 95,368 | 100,137 | 105,144 | 110,401 | 115,921 |
| Treatment Plant | 152,490 | 225,055 | 207,980 | 220,629 | 234,090 | 248,419 | 263,675 |
| Sewer Line Maintenance | 1,814 | 13,200 | 13,200 | 13,860 | 14,553 | 15,281 | 16,045 |
| Lift Stations and Vaults | 25,040 | 38,456 | 38,950 | 41,351 | 43,909 | 46,634 | 49,537 |
| Administrative | 217,429 | 251,897 | 310,662 | 326,196 | 342,505 | 359,631 | 377,612 |
| Fleet Maintenance | 4,037 | 7,475 | 9,978 | 10,477 | 11,001 | 11,551 | 12,128 |
| Total | \$516,942 | \$661,311 | \$726,562 | \$765,594 | \$806,794 | \$850,287 | \$896,208 |
| Adjusted Total | \$516,942 | \$628,245 | \$690,234 | \$727,314 | \$766,454 | \$807,773 | \$851,397 |

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 Equipment Fund, Capital Fund, and newly created Infrastructure Fund. Figure 12 summarizes transfers from the Operating Fund.

Figure 12: Sewer Transfers to Other Funds

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|----------------------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|------------------|
| Capital Projects | \$14,100 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 |
| Infrastructure Fund | 0 | 25,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| IT Equipment Fund | 0 | 0 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Equipment Fund | 0 | 15,000 | 15,000 | 15,000 | 25,000 | 25,000 | 25,000 |
| Total | \$14,100 | \$90,000 | \$90,000 | \$90,000 | \$100,000 | \$100,000 | \$100,000 |

Cash Flow Forecast

Figure 13 summarizes the sewer utility financial plan. The City's capital and equipment transfers in FY 2024 will reduce the Operating Fund to approximately the required minimum balance. In order to ensure that the Fund Balance remains positive in FY 2025 and beyond, **we recommend a rate increase of 4.0% in FY 2025** and each year thereafter.

Figure 13: Sewer Financial Plan

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Proposed Revenue Adjustment | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Revenue | | | | | | | |
| Retail Customer Revenue | \$774,779 | \$806,358 | \$838,613 | \$940,503 | \$1,003,598 | \$1,070,237 | \$1,140,601 |
| Other Revenue | 29,667 | 11,350 | 14,350 | 14,350 | 14,350 | 14,350 | 14,350 |
| Transfer from Fund 900 | 194,438 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | \$998,884 | \$817,708 | \$852,963 | \$954,853 | \$1,017,948 | \$1,084,587 | \$1,154,951 |
| Revenue Requirement | | | | | | | |
| Operating Expenses | \$516,942 | \$628,245 | \$690,234 | \$727,314 | \$766,454 | \$807,773 | \$851,397 |
| Existing Debt Service | 194,438 | 192,438 | 195,438 | 193,338 | 196,238 | 194,038 | 191,563 |
| Transfers | 14,100 | 90,000 | 90,000 | 90,000 | 100,000 | 100,000 | 100,000 |
| Total | \$725,479 | \$910,683 | \$975,672 | \$1,010,652 | \$1,062,692 | \$1,101,810 | \$1,142,960 |
| Surplus/(Deficit) | \$273,405 | (\$92,974) | (\$122,709) | (\$55,799) | (\$44,743) | (\$17,223) | \$11,991 |
| Debt Service Coverage | 2.47 | 0.98 | 0.80 | 1.15 | 1.25 | 1.40 | 1.55 |
| Fund Balances | | | | | | | |
| Operating (25% Reserve) | \$177,845 | \$205,171 | \$221,418 | \$230,163 | \$240,673 | \$250,453 | \$260,740 |
| Operating (Unencumbered) | 665,919 | 545,619 | 406,662 | 342,118 | 286,865 | 259,862 | 261,566 |
| System Development | 623,487 | 623,487 | 623,487 | 623,487 | 623,487 | 623,487 | 623,487 |
| Equipment | 97,406 | 97,406 | 92,946 | 107,946 | 132,946 | 69,456 | 25,838 |
| IT Equipment | - | - | 5,000 | 10,000 | 15,000 | 20,000 | 25,000 |
| Infrastructure | 0 | 25,000 | 45,000 | 65,000 | 85,000 | 105,000 | 125,000 |
| Total | \$1,564,657 | \$1,496,682 | \$1,394,513 | \$1,378,714 | \$1,383,971 | \$1,328,257 | \$1,321,630 |

Figure 14 presents the same information in graphical format.

Figure 14: Sewer Financial Plan Graph

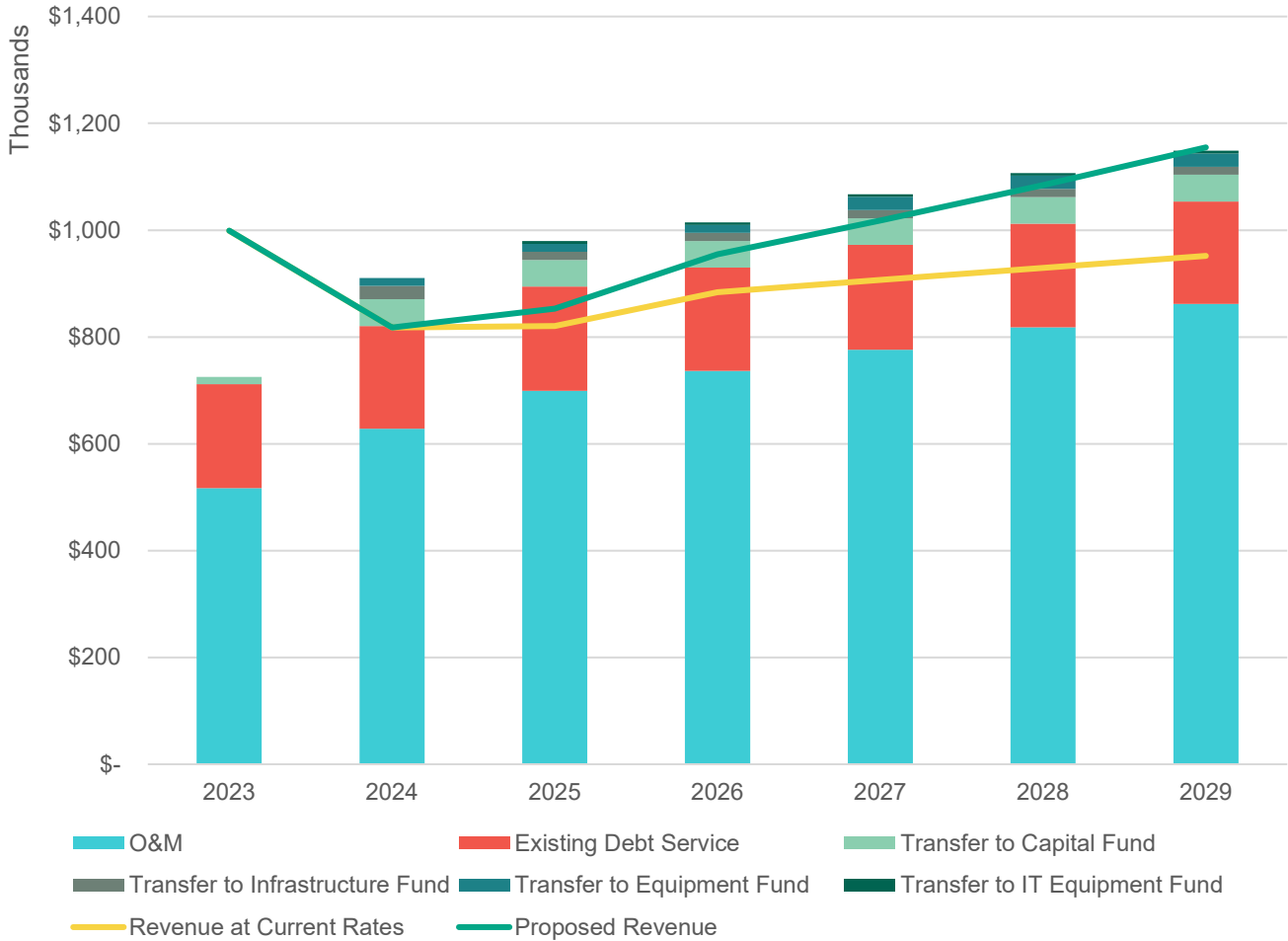
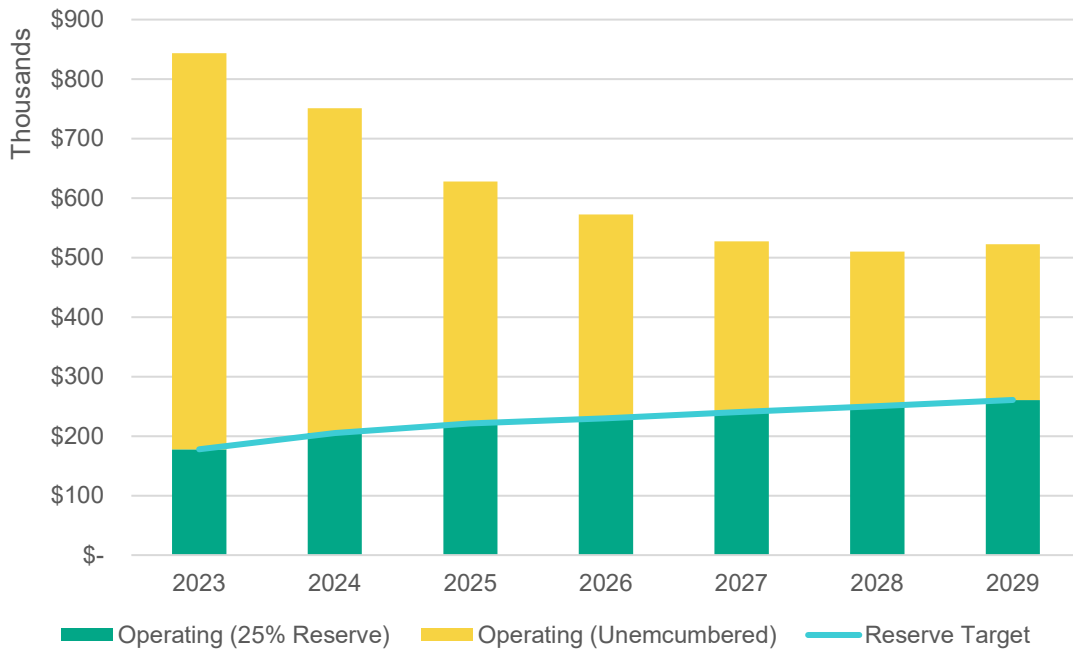


Figure 15: Sewer Operating Fund Balance



Proposed Sewer Rates

Figure 16 presents a forecast of the proposed sewer rates.

Figure 16: Proposed Sewer Rates

| | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|---------------------------------|---------|---------|---------|---------|---------|---------|---------|
| Fixed Monthly Charge | \$7.66 | \$8.28 | \$8.62 | \$8.97 | \$9.33 | \$9.71 | \$10.10 |
| Volume Rate (1,000 Gal.) | \$8.87 | \$9.58 | \$9.97 | \$10.37 | \$10.79 | \$11.23 | \$11.68 |

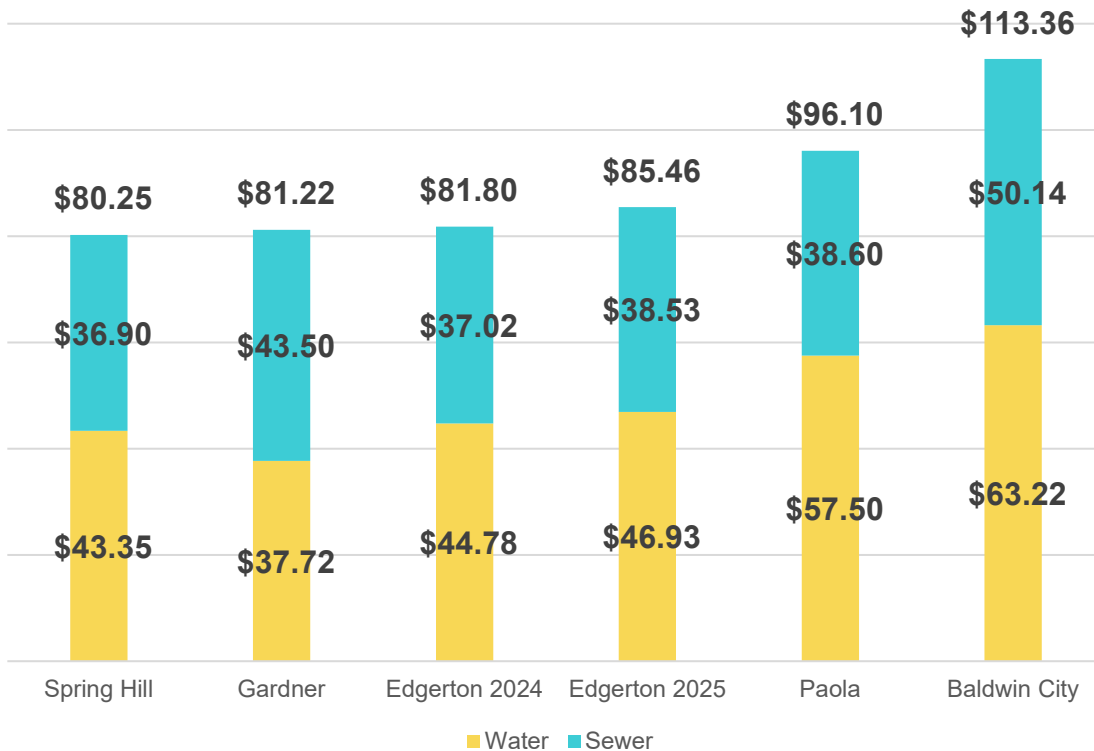
Customer Bill Impacts

Figure 17 presents a typical residential water, sewer, and combined bill for varying levels of water use. Figure 18 compares 2024 and proposed 2025 typical water and sewer bills in the City of Edgerton to bills in neighboring communities in 2024.

Figure 17: Customer Bills

| | Use | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|----------------------|-----|---------|---------|---------|---------|---------|---------|----------|
| Water Bill | | | | | | | | |
| Small | 3 | \$42.63 | \$44.78 | \$46.93 | \$49.07 | \$51.30 | \$53.63 | \$56.06 |
| Medium | 8 | 95.28 | 100.08 | 104.88 | 109.67 | 114.65 | 119.88 | 125.31 |
| Large | 15 | 188.89 | 198.40 | 207.91 | 217.36 | 227.24 | 237.58 | 248.36 |
| Sewer Bill | | | | | | | | |
| Small | 3 | \$34.27 | \$37.02 | \$38.53 | \$40.08 | \$41.70 | \$43.40 | \$45.14 |
| Medium | 8 | 78.62 | 84.92 | 88.38 | 91.93 | 95.65 | 99.55 | 103.54 |
| Large | 15 | 140.71 | 151.98 | 158.17 | 164.52 | 171.18 | 178.16 | 185.30 |
| Combined Bill | | | | | | | | |
| Small | 3 | \$76.90 | \$81.80 | \$85.46 | \$89.15 | \$93.00 | \$97.03 | \$101.20 |
| Medium | 8 | 173.90 | 185.00 | 193.26 | 201.60 | 210.30 | 219.43 | 228.85 |
| Large | 15 | 329.60 | 350.38 | 366.08 | 381.88 | 398.42 | 415.74 | 433.66 |

Figure 18: 3,000 Gallon Bill Comparison



**City of Edgerton
2026 Budget Work Session
July 10, 2025**

Revised

Other Funds Budget





August 25, 2025

To: Mayor and City Council Members

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

Re: Other Funds 2026 Recommended Budgets

Changes Made Since the Budget Work Session on July 10, 2025

Bond & Interest Fund

The Special Assessment revenue line was updated with the new special assessment amount due to the buy-in payment from the Dwyer Farms developer.

TIF & RHID Funds

The information was received from the County Clerk and the information for these funds has been updated. Please see the separate Memo and Fund Schedules in this packet.

Attached are the budget schedules for the other funds for which the City adopts a budget. The sections below provide additional information about the 2026 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 no change in 2025 estimated revenue and a small decrease from that amount to the 2026 estimated revenue. The City's portion of the state gasoline tax revenue has stayed about the same over the last few years.

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 2025 to estimate the revenue to be received in 2026. This review resulted in leaving the revenue estimate unchanged for both the 2025 estimate and the 2026 budget year.

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 2026 Recommended Budget includes a transfer to the Capital Projects fund should the Council decide later to utilize the balance in this fund.

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 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 2028. Then, beginning in 2029, the debt service payments will be covered by transfer of property tax from the General Fund. Staff estimate that the unspent proceeds will cover all debt service payments in 2025 and approximately 90% of the payments in 2026. The chart below shows the debt service and funding sources for the 2023A bonds through 2029. 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% Maintenance & Admin Fee |
| 2029 | \$624,513 | 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.

2025 Budget Amendment

The development agreement for Dwyer Farms contained the requirement that the developer buy into the Sunflower Benefit District. The City will use the funds from the buy-in payment to redeem some of the outstanding bonds with the August 1, 2025, bond payment. The 2025 Budget did not include the buy-in payment revenue nor the related bond payment expenditure due to the uncertainty of the timing of the payment, Therefore, the City will need to amend the 2025 Budget to accommodate the debt service expenditure for the buy-in payment.

A column has been added to the fund schedule to show the amended budget amounts. The budget amendment process is similar to the regular budget process in that it requires publication of the notice for a public hearing, holding a public hearing and Council approval. Staff will administer the amendment procedure concurrent with the 2026 Budget process.

Revenues

The Recommended Budget includes the special assessments payable to the City from the properties within the Sunflower Benefit District for 2026. Collection history for the special assessments is shown in the table below. There are still two property tax distributions left in 2025.

| Year | Collection % |
|-------------|---------------------|
| 2021 | 62% |
| 2022 | 130% |
| 2023 | 95% |
| 2024 | 105% |
| 2025 YTD | 78% |

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, 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 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 debt payments on the 2023A bonds plus any LPKC Phase 1 Maintenance & Admin Fee needed for the remainder of the 2023A debt service.

TIF Funds

At the time of publication of the packet, the City had not yet received the 2026 TIF Budget Information from the County Clerk. Budget information for the TIF Funds will be provided at a future Council meeting.

RHID Funds

At the time of publication of the packet, the City had not yet received the 2026 RHID Budget Information from the County Clerk. Budget information for the Dwyer Farms RHID Fund will be provided at a future Council meeting.

**City of Edgerton
Special Highway Fund**

| | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|--|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ - | \$ - | \$ - | \$ - |
| Revenues: | | | | |
| Gasoline Tax | 48,270 | 48,310 | 97% | 47,000 |
| Total Revenue | \$ 48,270 | \$ 48,310 | 97% | \$ 47,000 |
| Expenditures: | | | | |
| Public Works | - | - | - | - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Revenues Over(Under) Expenditures | \$ 48,270 | \$ 48,310 | | \$ 47,000 |
| Other Financing Sources & Uses: | | | | |
| Transfers to Other Funds: | | | | |
| Transfer to Capital Projects Fund | 48,270 | 48,310 | 97% | 47,000 |
| Total Other Financing Sources & Uses | \$ (48,270) | \$ (48,310) | | \$ (47,000) |
| Balance 12/31 | \$ - | \$ - | \$ - | \$ - |
| Expenditure Detail: | | | | |
| Annual Street Preservation Program | \$ 48,270 | \$ 48,310 | 97% | \$ 47,000 |
| | <u>\$ 48,270</u> | <u>\$ 48,310</u> | <u>97%</u> | <u>\$ 47,000</u> |

**City of Edgerton
Special Parks & Recreation Fund**

| | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ 54,915 | \$ 20,963 | \$ 20,328 | \$ 28,828 |
| Revenues: | | | | |
| Local Alcoholic Liquor Tax | 8,500 | 8,500 | 100% | 8,500 |
| Investment Income | - | - | | - |
| Total Revenue | \$ 8,500 | \$ 8,500 | 100% | \$ 8,500 |
| Expenditures: | | | | |
| Parks | - | - | - | - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Revenues Over(Under) Expenditures | \$ 8,500 | \$ 8,500 | | \$ 8,500 |
| Other Financing Sources & Uses: | | | | |
| Transfers to Other Funds: | | | | |
| Transfer to Capital Projects Fund | 63,415 | 29,463 | 0% | 37,328 |
| Total Other Financing Sources & Uses | \$ (63,415) | \$ (29,463) | | \$ (37,328) |
| Balance 12/31 | \$ - | \$ - | \$ 28,828 | \$ - |

Expenditure Detail:

| | |
|-----------------|------------------|
| Transfer to CIP | \$ 37,328 |
| | <u>\$ 37,328</u> |

City of Edgerton
Bond & Interest Fund - REVISED

| | 2024 Budget | 2025 Budget | Amended 2025 Budget | 2025 Estimate | 2026 Recommended |
|--|--------------------|--------------------|------------------------|-------------------|---------------------|
| Balance 1/1 | \$ 389,228 | \$ 312,857 | \$ 325,346 | \$ 325,346 | \$ 264,537 |
| Revenues: | | | | | |
| Special Assessments | 238,954 | 238,954 | 600,873 | 100% | 194,874 |
| Investment Income | - | - | 1,698 | 100% | - |
| Total Revenue | \$ 238,954 | \$ 238,954 | \$ 602,571 | 100% | \$ 194,874 |
| Expenditures: | | | | | |
| Debt Service | 302,836 | 303,380 | 663,380 | 100% | 920,117 |
| Total Expenditures | \$ 302,836 | \$ 303,380 | \$ 663,380 | 100% | \$ 920,117 |
| Revenues Over(Under) Expenditures | \$ (63,882) | \$ (64,426) | \$ (60,809) | | \$ (725,243) |
| Other Financing Sources & Uses: | | | | | |
| Transfers from Other funds: | | | | | |
| Transfer from LPKC Ph 1 PIF/Unspent Proceeds | - | - | - | - | 622,213 |
| Transfer from General Fund | - | - | - | - | - |
| Transfer from Bond Reserve Fund | - | - | - | - | - |
| Transfers to Other Funds: | - | - | - | - | - |
| Total Other Financing Sources & Uses | \$ - | \$ - | \$ - | \$ - | \$ 622,213 |
| Balance 12/31 | \$ 325,346 | \$ 248,431 | \$ 264,537 | \$ 264,537 | \$ 161,507 |

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 2045.

**City of Edgerton
2026 Budget Public Hearing
August 28, 2025**

New

TIF Funds Budget





August 25, 2025

To: Mayor and City Council Members

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

Re: TIF and RHID Funds 2026 Recommended Budgets

Attached are the budget schedules for the TIF and RHID funds for which the City adopts a budget. The County had not provided the information in time for publication of the packet for the budget work session held on July 10, 2025. The sections below provide additional information about the 2026 Recommended Budget for these funds.

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 2026. 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 2026 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.

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 2026 include reimbursement to the City for expenditures related to the projects included in the development agreement. Payments on the KDHE State Revolving Loan Fund will begin on March 1, 2027, and will be paid with the revenue from the Dwyer RHID.

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 | Construction | The City will be reimbursed from the RHID revenues. |
| Dwyer Waterline Improvements | n/a | Concept | The timing for this project is at the discretion of the City. No specific time frame has been determined. |
| Dwyer Farms Water Connections Phase II | n/a | Concept | The timing for this project is at the discretion of the City. No specific time frame has been determined. |
| W 8 th St: W Braun – South City Limits | n/a | Concept | The timing for this project is at the discretion of the City. No specific time frame has been determined. |
| Braun St: West City Limits – W 8 th 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
TIF - Edgerton Office**

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|--|----------------|----------------|----------------|------------------|---------------------|
| Balance 1/1 | \$ 30 | \$ 87 | \$ 90 | \$ 92 | \$ 120 |
| Revenues: | | | | | |
| TIF Revenue | 30 | 29 | 29 | 97% | 28 |
| Charges for Services | - | - | - | - | - |
| Reimbursements | - | - | - | - | - |
| Interest | - | - | - | - | - |
| Total Revenue | \$ 30 | \$ 29 | \$ 29 | 97% | \$ 28 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| TIF Office Redevelopment | 60 | 87 | 119 | 0% | 148 |
| Total Expenditures | \$ 60 | \$ 87 | \$ 119 | 0% | \$ 148 |
| Revenues Over(Under) Expenditures | \$ (30) | \$ (58) | \$ (90) | | \$ (120) |
| 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 | \$ - | \$ 29 | \$ - | \$ 120 | \$ - |

City of Edgerton
TIF - Homestead Ln - Redevelopment District A

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|------------------------|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ 34,599 | \$ 121,867 | \$ 107,477 | \$ 111,121 | \$ 136,650 |
| Revenues: | | | | | |
| TIF Revenue | 47,796 | 25,664 | 25,276 | 99% | 18,563 |
| Charges for Services | - | - | - | - | - |
| Interest on Investments | - | 150 | - | - | - |
| Reimbursements | - | - | - | - | - |
| Total Revenue | \$ 47,796 | \$ 25,814 | \$ 25,276 | 101% | \$ 18,563 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| TIF Project Plan A1 | - | - | - | - | - |
| TIF Homestead Ln Redevelopment District A | - | - | - | - | - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - |
| Revenues Over(Under) Expenditures | \$ 47,796 | \$ 25,814 | \$ 25,276 | | \$ 18,563 |
| 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 | (82,395) | (105,652) | (132,753) | 0% | (155,213) |
| Total Other Financing Sources & Uses | \$ (82,395) | \$ (105,652) | \$ (132,753) | | \$ (155,213) |
| Balance 12/31 | \$ - | \$ 42,029 | \$ - | \$ 136,650 | \$ - |

City of Edgerton
TIF - Homestead Ln Project Plan A1 (On-the-Go Travel Center)

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|------------------------|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ - | \$ 22,970 | \$ - | \$ - | \$ - |
| Revenues: | | | | | |
| TIF Revenue | 108,655 | 113,710 | 183,161 | 99% | 174,373 |
| Interest on Investments | - | - | - | - | - |
| Total Revenue | \$ 108,655 | \$ 113,710 | \$ 183,161 | 99% | \$ 174,373 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| TIF Project Plan A1 | 54,056 | 56,571 | 91,123 | 99% | 86,751 |
| Total Expenditures | \$ 54,056 | \$ 56,571 | \$ 91,123 | 99% | \$ 86,751 |
| Revenues Over(Under) Expenditures | \$ 54,599 | \$ 57,139 | \$ 92,038 | | \$ 87,622 |
| 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 | (543) | (569) | (915) | 99% | (872) |
| Transfer to Series 2024 TIF/CID Bond Fund | (54,056) | (79,540) | (91,123) | 99% | (86,750) |
| Total Other Financing Sources & Uses | \$ (54,599) | \$ (80,109) | \$ (92,038) | | \$ (87,622) |
| Balance 12/31 | \$ - | \$ - | \$ - | \$ - | \$ - |

City of Edgerton
TIF - Homestead Ln - Redevelopment District B

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|--|------------------------|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ 33,236 | \$ 600 | \$ 1,178 | \$ 1,217 | \$ 2,136 |
| Revenues: | | | | | |
| TIF Revenue | 41,051 | 664 | 913 | 99% | 923 |
| Charges for Services | - | - | - | - | - |
| Interest on Investments | - | - | - | - | - |
| Reimbursements | - | - | - | - | - |
| Total Revenue | \$ 41,051 | \$ 664 | \$ 913 | 101% | \$ 923 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| TIF Homestead Ln Redevelopment District B | - | - | - | - | - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - |
| Revenues Over(Under) Expenditures | \$ 41,051 | \$ 664 | \$ 913 | | \$ 923 |
| Other Financing Sources & Uses: | | | | | |
| Transfers to Other Funds: | | | | | |
| Transfer to Capital Projects | (41,176) | (1,264) | (2,091) | 0% | (3,059) |
| Transfer to General Fund - Admin Fee | (33,111) | - | - | 0% | - |
| Total Other Financing Sources & Uses | \$ (74,287) | \$ (1,264) | \$ (2,091) | | \$ (3,059) |
| Balance 12/31 | \$ - | \$ - | \$ - | \$ 2,136 | \$ - |

City of Edgerton
TIF - Homestead Ln Project Plan B1 (Edgerton Crossing)

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|------------------------|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ - | \$ 39,879 | \$ 36,587 | \$ 63,882 | \$ 90,790 |
| Revenues: | | | | | |
| TIF Revenue | - | 41,083 | 53,754 | 100% | 61,394 |
| Charges for Services | - | - | - | - | - |
| Interest on Investments | - | - | - | - | - |
| Reimbursements | - | - | - | - | - |
| Total Revenue | \$ - | \$ 41,083 | \$ 53,754 | - | \$ 61,394 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| TIF Project Plan B1 | - | 38,081 | 63,195 | - | 121,180 |
| Total Expenditures | \$ - | \$ 38,081 | \$ 63,195 | - | \$ 121,180 |
| Revenues Over(Under) Expenditures | \$ - | \$ 3,002 | \$ (9,441) | | \$ (59,786) |
| Other Financing Sources & Uses: | | | | | |
| Transfers from Other Funds: | | | | | |
| Transfers to Other Funds: | | | | | |
| Transfer to General Fund - Admin Fee | - | (4,800) | (538) | - | (614) |
| Transfer to Series 2024 TIF/CID Bond Fund | - | (38,081) | (26,608) | - | (30,390) |
| Total Other Financing Sources & Uses | \$ - | \$ (42,881) | \$ (27,146) | | \$ (31,004) |
| Balance 12/31 | \$ - | \$ - | \$ - | \$ 90,790 | \$ - |

**City of Edgerton
Dwyer Farms RHID**

| | 2023 Budget | 2024 Budget | 2025 Budget | 2025 Estimate | 2026 Recommended |
|---|------------------------|------------------------|------------------------|--------------------------|-----------------------------|
| Balance 1/1 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Revenues: | | | | | |
| RHID Revenue | - | - | - | 0% | 69,717 |
| Interest on Investments | - | - | - | - | - |
| Total Revenue | \$ - | \$ - | \$ - | 0% | \$ 69,717 |
| Expenditures: | | | | | |
| Administration | - | - | - | - | - |
| Debt Service | - | - | - | - | - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - |
| Revenues Over(Under) Expenditures | \$ - | \$ - | \$ - | | \$ 69,717 |
| Other Financing Sources & Uses: | | | | | |
| Transfer from Other Funds: | | | | | |
| Transfer from LPKC Ph 1 PIF | - | - | - | 0% | - |
| Transfers to Other Funds: | | | | | |
| Transfer to Capital Projects | - | - | - | 0% | (69,717) |
| Total Other Financing Sources & Uses | \$ - | \$ - | \$ - | | \$ (69,717) |
| Balance 12/31 | \$ - | \$ - | \$ - | \$ - | \$ - |

**City of Edgerton
2026 Budget Work Session
July 10, 2025**

IT Equipment

| | |
|---|--|
| | |
| | |
| | |
|  | |

July 1, 2025

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 2026-2028

During development of the 2025 Budget, the Governing Body directed staff to plan for the replacement of IT equipment in the same manner that staff plan for the replacement of vehicles and equipment. The 2025 Budget includes transfers from the General Fund, Water Fund and Sewer Fund to new IT Equipment Reserve Funds to facilitate systematic funding for replacement of the City's IT infrastructure.

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 2025 – 2028. 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. The 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 2026 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 2025/2026 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 2025-2028 for IT Equipment based on the useful life standards contained in Exhibit A.

Revenues During 5-Year Plan

- The Equipment Reserve Fund – General
 - Shows an annual transfer of \$40,000 from the General Fund occurring in each year of the plan
- The Equipment Reserve Fund – Water
 - Shows a transfer from the Water Fund occurring in each year of the plan. The amount for 2025 was set during the 2025 Budget.
 - Staff recommend increasing the transfer to \$10,000 for 2026. Staff will work Raftelis during the next rate study update to incorporate an increase in the transfer for later years of the plan.
- The Equipment Reserve Fund – Sewer
 - Shows a transfer from the Sewer Fund occurring in each year of the plan. The amount for 2025 was set during the 2025 Budget.
 - Staff recommend increasing the transfer to \$10,000 for 2026. Staff will work with Raftelis during the next rate study update to incorporate an increase in the transfer for later years of the plan.

Ending Fund Balances During the 5-Year Plan

- Equipment Reserve Fund – General
 - The balance at the end of the plan is positive and will be used towards equipment replacement in years beyond the current 3-year plan.
- Equipment Reserve Fund – Water
 - The projected balance in 2027 is shown as negative due to budgeted replacements of the information technology to support the Automated Metering Infrastructure (AMI) for the water and sewer utilities. This replacement is based on timing originally provided by the local sales representatives. Staff will attend a User Conference for the AMI Manufacturer (Neptune) this fall where the Manufacturer is expected to confirm the recommended replacement timing and scope of the that replacement (including estimated costs). Staff will incorporate that confirmed timing/scope/cost during the next rate study in 2026.
- Equipment Reserve Fund – Sewer
 - The projected balance in 2027 is shown as negative due to budgeted replacements of the information technology to support the Automated Metering Infrastructure (AMI) for the water and sewer utilities. This replacement is based on timing originally provided by the local sales representatives. Staff will attend a User Conference for the AMI Manufacturer (Neptune) this fall where the Manufacturer is expected to confirm the recommended replacement timing and scope of the that replacement (including estimated costs). Staff will incorporate that confirmed timing/scope/cost during the next rate study in 2026.

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 | 5 |
| Signature Pad | 7 |
| Switch - 24 Port | 7 |
| Switch - 48 Port | 7 |
| Tablet | 5 |
| TV | 10 |
| UPS | 7 |
| Wireless Access Point | 7 |

City of Edgerton
 IT Equipment Replacement
 Fund Summary 2024-2028

Fund 131 - IT Equipment Reserve Fund-General

| | 2024 | 2025 | 2026 | 2027 | 2028 |
|--------------------------------|------|-----------|-----------|-----------|-----------|
| Beginning Balance, Jan 1 | \$ - | \$ - | \$ 18,082 | \$ 44,977 | \$ 61,177 |
| Transfers in or Other Revenues | - | 40,000 | 40,000 | 40,000 | 40,000 |
| IT Equipment Purchases | - | (21,918) | (13,105) | (23,800) | (24,650) |
| Ending Balance, 12/31 | \$ - | \$ 18,082 | \$ 44,977 | \$ 61,177 | \$ 76,527 |

Fund 271 - IT Equipment Reserve Fund-Water

| | 2024 | 2025 | 2026 | 2027 | 2028 |
|--------------------------------|------|----------|----------|-------------|-------------|
| Beginning Balance, Jan 1 | \$ - | \$ - | \$ 1,528 | \$ 153 | \$ (19,847) |
| Transfers in or Other Revenues | - | 5,000 | 10,000 | 5,000 | 5,000 |
| IT Equipment Purchases | - | (3,472) | (11,375) | (25,000) | (8,450) |
| Ending Balance, 12/31 | \$ - | \$ 1,528 | \$ 153 | \$ (19,847) | \$ (23,297) |

Fund 371 - IT Equipment Reserve Fund-Sewer

| | 2024 | 2025 | 2026 | 2027 | 2028 |
|--------------------------------|------|----------|----------|-------------|-------------|
| Beginning Balance, Jan 1 | \$ - | \$ - | \$ 1,528 | \$ 153 | \$ (19,847) |
| Transfers in or Other Revenues | - | 5,000 | 10,000 | 5,000 | 5,000 |
| IT Equipment Purchases | - | (3,472) | (11,375) | (25,000) | (8,450) |
| Ending Balance, 12/31 | \$ - | \$ 1,528 | \$ 153 | \$ (19,847) | \$ (23,297) |

**City of Edgerton
2026 Budget Work Session
July 10, 2025**

Vehicles & Equipment





July 1, 2025

To: Mayor and City Council Members

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

Re: Vehicles & Equipment 2025-2030

Staff has reviewed and updated the Vehicles & Equipment Plan for 2026-2030. The document is divided into the following sections:

- Recommended Budget – items scheduled for replacement in 2025 and 2026.
- Current Program – items scheduled for replacement in 2027-2030.
- Unfunded Equipment – items for which staff has a need but the items have not been 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 brings back the plan for formal approval with the other 2026 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 2025/2026 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 - Typically in the 7 - 9 yrs. of service |
| 3 | Fair | Unit has traditionally received only minor maintenance outside the traditional PM's - Typically in the 4 - 6 yrs. of service |
| 4 | Good | Unit has only received Standard PM's - Typically in the 1 - 3 yrs. of service. |
| 5 | Excellent | Brand New Unit - No PM's to-date |

Recommended Budget 2025-2026 (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. A column has been added to indicate which items already have an approved budget amount.

Changes since Last Year

To better summarize the changes from the 2025-2029 Plan Recommended Budget, Staff has included a new **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
- Moving an item from the Current Program to the Recommended Budget due to the new plan period
- 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.

Results of Truck Purchases in Spring 2025

Council approved the purchase of three trucks at the March 13, 2025, meeting and requested staff to provide an update regarding the results of the purchases during the budget process. The chart below shows the purchase information for the three trucks. It should be noted that the amounts for these three trucks were updated on the Recommended Budget to reflect the amounts actually paid.

| Truck | Cost | Rebates | Trade-in | Amount Paid | Council Approved Amount |
|------------------------|-------------|----------------|-----------------|--------------------|--------------------------------|
| Truck 530 Replacement | \$71,345 | \$6,500 | \$14,183 | \$50,662 | \$73,513 |
| Facilities | \$71,835 | \$9,500 | n/a | \$62,335 | \$73,513 |
| Construction Inspector | \$52,005 | \$6,500 | n/a | \$45,505 | \$50,543 |

Current Program 2027-2030 (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 2025-2029 Plan Recommended Budget, Staff has included a new **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.

Fund Summary (Exhibit C)

This schedule shows the estimated revenues and expenditures for 2025-2030 based on the Recommended Budget and the Current Program.

Revenues During 5-Year Plan

- The Equipment Reserve Fund – General
 - Shows an annual funding of \$125,000 from the General Fund occurring in each year of the plan.
 - The transfer from the 2nd Street Reconstruction project construction inspection budget for the purchase of the Construction Inspector truck was delayed until 2025 to coincide with the filling of the position.
 - The transfer from the LPKC Phase 1 PIF to cover 30% of the cost of the truck for the Facilities Maintenance Tech I was moved to 2025 to coincide with the filling of that position.
- The Equipment Reserve Fund – Water
 - Shows transfers from the Water Fund occurring in each year of the plan. They begin at \$25,000 in 2025 then increase again to \$30,000 in 2026. Years 2027 and 2028 are \$50,000 and years 2029 and 2030 increase to \$90,000 each to provide for the replacement of equipment in the later years of the plan. These amounts were included in the rate study that was completed in 2024.

- In 2025, a transfer to the Water Infrastructure Fund will be made for the items that are being removed from the Vehicle & Equipment Plan and will be funded from the Water Infrastructure Fund.
- The Equipment Reserve Fund – Sewer
 - Shows a \$15,000 transfer in 2025 – 2026 and then increases to \$25,000 in years 2027-2030. These amounts were included in the rate study completed in 2024.
 - In 2025, a transfer to the Sewer Infrastructure Fund will be made for the items that are being removed from the Vehicle & Equipment Plan and will be funded from the Sewer Infrastructure Fund.

Ending Fund Balances During the 5-Year Plan

- Equipment Reserve Fund – General
 - There is a lower balance at the end of the last year of the 5-year plan. Staff will review future replacement needs and determine if an increase in the annual transfer amount should be considered during the future budget processes.
- Equipment Reserve Fund – Water
 - The balance at the end of the 5-year plan is positive, which will be used towards equipment replacement in years beyond the current 5-year plan.
- Equipment Reserve Fund – Sewer
 - The balance at the end of the 5-year plan is positive, which will be used towards equipment replacement in years beyond the current 5-year plan.

Unfunded Equipment (Exhibit D)

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 being recommended for funding at this time.

Staff are not recommending funding any items on the Unfunded Equipment List.

Attachment: Vehicle & Equipment Policy Adopted on June 9, 2022

City of Edgerton
Vehicle and Equipment Replacement Policy

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. Pay as You Go Financing (PAYG): Utilizes current year revenues or reserves. This is the preferred method of financing vehicles and equipment.

City of Edgerton
Vehicle and Equipment Replacement Policy

- 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

City of Edgerton
Vehicle and Equipment Replacement Policy

8. Insurance

The City shall maintain at least the minimum state required insurance coverage on all vehicles and equipment. When new vehicles or equipment are 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.

**City of Edgerton
Vehicle and Equipment Replacement Policy**

**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
Vehicle Equipment Replacement Plan 2026-2030
Recommended Budget 2025-2026

| Line # | Budgeted in 2025-2029 Plan | Complete? | Asset # | Equipment Description | Department | Category | Purchase Date | Replace With | General Condition | Usage Frequency | Approved Budget | Projected Replace Cost | Order Year | Payment Year | Fund 130 % | Fund 270 % | Fund 370 % |
|---|----------------------------|-----------|---------|---|--------------|-------------------------|---------------|-----------------|-------------------|-----------------|-----------------|------------------------|------------|--------------|------------|------------|------------|
| Purchase Approval - Council | | | | | | | | | | | | | | | | | |
| 1 | Yes | | 1001 | 8' - 10' COMMERCIAL SNOW PLOW | UTILITIES | PLOW | 10/26/2017 | SAME TYPE | 3 | SEASONALLY | \$ 9,500 | \$ 9,500 | 2024 | 2025 | 100 | | |
| 2 | Yes | | 1279 | SPREADER TO GO WITH REPLACEMENT TRUCK FOR TRUCK 528 | PUBLIC WORKS | APPROVED NEW REQUEST | | | APPRVD NEW REQ | SEASONALLY | \$ 8,400 | \$ 8,400 | 2024 | 2025 | 100 | | |
| 3 | Yes | Yes | 1006 | CLASS 3 TRUCK (3/4 TON) CCSB | PUBLIC WORKS | 1/2 TON TRUCK | 6/9/2014 | CLASS 5 (1 TON) | 2 | DAILY | \$ 65,750 | \$ 41,162 | 2025 | 2025 | 100 | | |
| 4 | Yes | | 1007 | 8' - 10' COMMERCIAL SNOW PLOW | PUBLIC WORKS | PLOW | 10/24/2017 | SAME TYPE | 2 | SEASONALLY | \$ 9,500 | \$ 9,500 | 2025 | 2025 | 100 | | |
| 5 | Yes | | 1010 | 61" ZERO TURN MOWER | PARKS | MOWER | 4/26/2018 | 72 INCH | 3 | SEASONALLY | \$ 16,500 | \$ 14,719 | 2025 | 2025 | 34 | 33 | 33 |
| 6 | Yes | | 1092 | CLASS 6 TRUCK W/ STREET SWEEPER EQUIPMENT (1 1/2 TO 1 3/4 TON) RC (CAB & CHASSIS) | PUBLIC WORKS | 1 1/2 - 1 3/4 TON TRUCK | 8/4/2016 | SAME TYPE | 1 | MONTHLY | \$ 350,000 | \$ 350,000 | 2025 | 2025 | 100 | | |
| 7 | Yes | | 1141 | OUTDOOR WARNING SIREN - BRAUN ST. - 1100 W BRAUN ST | PUBLIC WORKS | STORM SIREN | 1/1/1999 | SAME TYPE | 3 | OCCASIONALLY | \$ 29,500 | \$ 29,500 | 2025 | 2025 | 100 | | |
| 8 | Yes | | 1272 | TRAILER MOUNTED GENERATOR | PUBLIC WORKS | APPROVED NEW REQUEST | | | APPRVD NEW REQ | DAILY | \$ 37,000 | \$ 40,000 | 2025 | 2025 | 34 | 33 | 33 |
| 9 | Yes | Yes | 1280 | CLASS 2 TRUCK - CONSTRUCTION INSPECTOR TRUCK | PUBLIC WORKS | APPROVED NEW REQUEST | | | APPRVD NEW REQ | DAILY | \$ 55,000 | \$ 45,405 | 2025 | 2025 | 100 | | |
| 10 | Yes | Yes | 1286 | CLASS 3 TRUCK (1 TON) - FACILITIES | FACILITIES | APPROVED NEW REQUEST | | | APPRVD NEW REQ | DAILY | \$ 65,750 | \$ 52,835 | 2025 | 2025 | 100 | | |
| 11 | Yes | | 1287 | PLOW (FACILITIES TECH TRUCK) | FACILITIES | APPROVED NEW REQUEST | | | APPRVD NEW REQ | SEASONALLY | \$ 9,500 | \$ 9,500 | 2025 | 2025 | 100 | | |
| 12 | | | 1271 | CONCRETE SAW | PUBLIC WORKS | APPROVED NEW REQUEST | | | APPRVD NEW REQ | DAILY | \$ 30,000 | \$ 17,500 | 2026 | 2026 | 100 | | |
| Purchase Approval - City Administrator | | | | | | | | | | | | | | | | | |
| 13 | Yes | | 1008 | 60" ZERO TURN MOWER | PARKS | MOWER | 5/29/2015 | 48 INCH | 2 | SEASONALLY | \$ 14,500 | \$ 8,559 | 2025 | 2025 | 100 | | |
| 14 | | | 1009 | 83" X 16' UTILITY TRAILER | PARKS | TRAILER | 1/1/1987 | DUMP TRAILER | 2 | DAILY | \$ 7,500 | \$ 10,000 | 2026 | 2026 | 70 | 15 | 15 |

Contract Payments

None.

Other

None.

Items in red have changed since the 2025-2029 Plan.

City of Edgerton
Vehicle Equipment Replacement Plan Recommended Budget
Summary of Changes from the 2025-2029 Plan

| Item # | Asset # | Asset Description | Change Type | From | To | Comments |
|---------------------------|---------|---|-------------------------|-----------|-----------|--|
| Recommended Budget | | | | | | |
| 1 | 1001 | 8'-10' Commercial Plow to go with Truck 528 | Payment Year | 2024 | 2025 | The upfit of the replacement for Truck 528 will be completed in 2025 due to a delay from the vendor. |
| 2 | 1279 | Spreader to go with Truck 528 | Payment Year | 2024 | 2025 | The upfit of the replacement for Truck 528 will be completed in 2025 due to a delay from the vendor. |
| 5 | 1010 | 61" Zero Turn Mower | Dollar Amount | \$ 16,500 | \$ 14,719 | Cost decreased to reflect bids received. |
| 8 | 1272 | Trailer Mounted Generator | Dollar Amount | \$ 37,000 | \$ 40,000 | Cost increased to reflect current pricing for 32-40kW generators. |
| 9 | 1280 | Class 2 Truck - Construction Inspector | Replacement Year | 2024 | 2025 | Payment year changed to coincide with filling the position. |
| 9 | | | Dollar Amount | \$ 55,000 | \$ 45,505 | Cost decreased to reflect actual cost paid for the truck/upfit/aftermarket items. |
| 12 | 1271 | Concrete Saw | Curr Prog to Rec Budget | | | Item was moved from the Current Program to the Recommended Budget. |
| 12 | | | Scope | | | Staff reviewed the various aspects of concrete maintenance and determined to change the scope of the concrete saw needed. Due to the size of other equipment already owned by the City, staff determined that the right size of saw should provide a 9.5" saw cut. |
| 12 | | | Dollar Amount | \$ 30,000 | \$ 17,500 | Cost decreased due to changing the size of the saw. |
| 13 | 1008 | 60" Zero Turn Mower | Dollar Amount | \$ 14,500 | \$ 8,559 | Cost decreased to reflect bids received. |
| 14 | 1009 | 83" x 16' Utility Trailer | Curr Prog to Rec Budget | | | Item was moved from the Current Program to the Recommended Budget. |
| 14 | | | Scope | | | Scope changed to replacing the flat bed utility trailer to a dump trailer to provide more flexibility in hauling materials as well as being able to haul equipment. |
| 14 | | | Dollar Amount | \$ 7,500 | \$ 10,000 | Cost increased due to changing the type of trailer. |
| n/a | 1016 | Butterfly Valves - Edgerton Rd Tank | Removed from Schedule | 2025 | n/a | Will be replaced from the Water Infrastructure Fund. The planned replacement cost will be transferred to the Water Infrastructure Fund to cover the replacement of this item as scheduled in 2025. |

City of Edgerton
Vehicle Equipment Replacement Plan 2026-2030
Current Program 2027-2030

| Line # | Asset # | Equipment Description | Department | Category | Purchase Date | Replace With | General Condition | Mileage | Hours | Usage Frequency | Proj Repl Cost | Est Repl Year | Fund 130 % | Fund 270 % | Fund 370 % |
|--------|---------|---|-----------------------|----------------------|---------------|---------------------|-------------------|---------|-------|-----------------|----------------|---------------|------------|------------|------------|
| 1 | 1003 | CLASS 2 TRUCK (1/2 TON) ECSB | UTILITIES | LIGHT DUTY VEHICLE | 5/4/2015 | SAME TYPE | 3 | 53,433 | - | DAILY | \$ 55,000 | 2027 | | 50 | 50 |
| 2 | 1011 | CLASS 3 TRUCK (1 TON) CCSB | PARKS | 1/2 TON TRUCK | 5/30/2017 | SAME TYPE | 3 | 57,816 | - | DAILY | \$ 65,750 | 2027 | 100 | | |
| 3 | 1012 | 8" COMMERCIAL PLOW | PARKS | PLOW | 5/30/2017 | SAME TYPE | 3 | - | - | SEASONALLY | \$ 9,500 | 2027 | 100 | | |
| 4 | 1241 | CLASS 2 TRUCK (1/2 TON) ECSB | COMMUNITY DEVELOPMENT | LIGHT DUTY VEHICLE | 9/9/2015 | SAME TYPE | 4 | 57,102 | - | DAILY | \$ 55,000 | 2027 | 100 | | |
| 5 | 1013 | WATER METERS GROUP A (1/4 OF ALL METERS) | WATER | WATER METER | 10/1/2016 | SAME TYPE | 4 | - | - | DAILY | \$ 36,750 | 2028 | | 100 | |
| 6 | 1023 | CLASS 4 TRUCK (1 TON) CC CAB & CHASSIS 60" | PUBLIC WORKS | 3/4 TON TRUCK | 2/28/2019 | SAME TYPE | 4 | 25,593 | - | DAILY | \$ 69,500 | 2028 | 100 | | |
| 7 | 1002 | 8' SALT SPREADER (ELECT.) | PUBLIC WORKS | SPREADER | 1/1/2017 | SAME TYPE | 3 | - | - | SEASONALLY | \$ 9,000 | 2028 | 100 | | |
| 8 | 1024 | FLAT BED | PUBLIC WORKS | 3/4 TON TRUCK | 2/28/2019 | SAME TYPE | 4 | - | - | DAILY | \$ 9,000 | 2028 | 100 | | |
| 9 | 1025 | 9' COMMERCIAL PLOW | PUBLIC WORKS | PLOW | 2/28/2019 | SAME TYPE | 5 | - | - | SEASONALLY | \$ 9,500 | 2028 | 100 | | |
| 10 | 1026 | CLASS 4 TRUCK (1 TON) CC CAB & CHASSIS 60" | UTILITIES | 3/4 TON TRUCK | 3/28/2018 | CLASS 6 (1 1/2 TON) | 3 | 47,537 | - | DAILY | \$ 75,000 | 2028 | | 50 | 50 |
| 11 | 1027 | UTILITY BED | UTILITIES | 3/4 TON TRUCK | 3/28/2019 | FIT FOR CLASS 6 | 3 | - | - | DAILY | \$ 40,780 | 2028 | | 50 | 50 |
| 12 | 1028 | SERVICE CRANE | UTILITIES | 3/4 TON TRUCK | 3/28/2019 | FIT FOR F-550 | 3 | - | - | DAILY | \$ 61,200 | 2028 | | 50 | 50 |
| 13 | 1020 | 60 INCH COMMERCIAL MOWER | PARKS | MOWER | 4/14/2023 | SAME TYPE | 5 | - | 482 | SEASONALLY | \$ 17,000 | 2029 | 100 | | |
| 14 | 1021 | 72 INCH COMMERCIAL MOWER | PARKS | MOWER | 4/14/2023 | SAME TYPE | 5 | - | 367 | SEASONALLY | \$ 17,500 | 2029 | 100 | | |
| 15 | 1022 | WATER METERS GROUP B (1/4 OF ALL METERS) | WATER | WATER METER | 10/1/2016 | SAME TYPE | 4 | - | - | DAILY | \$ 36,750 | 2029 | | 100 | |
| 16 | 1030 | COMPACT EXCAVATOR | PUBLIC WORKS | HEAVY DUTY EQUIPMENT | 12/21/2017 | SAME TYPE | 4 | - | 705 | DAILY | \$ 80,000 | 2029 | 34 | 33 | 33 |
| 17 | 1265 | 12" TOOTH BUCKET (CE) | PUBLIC WORKS | HEAVY DUTY EQUIPMENT | 8/19/2016 | INCL W/EXCAVATOR | 4 | - | - | DAILY | \$ - | 2029 | 34 | 33 | 33 |
| 18 | 1266 | 18" TOOTH BUCKET (CE) | PUBLIC WORKS | HEAVY DUTY EQUIPMENT | 8/19/2016 | INCL W/EXCAVATOR | 4 | - | - | DAILY | \$ - | 2029 | 34 | 33 | 33 |
| 19 | 1282 | BRINE MANUFACTURING SYSTEM | PUBLIC WORKS | APPROVED NEW REQUEST | 1/1/2029 | | APPRVD NEW REQ | | | SEASONALLY | \$ 65,000 | 2029 | 100 | | |
| 20 | 1283 | BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON | PUBLIC WORKS | APPROVED NEW REQUEST | 1/1/2029 | | APPRVD NEW REQ | | | SEASONALLY | \$ 18,000 | 2029 | 100 | | |
| 21 | 1289 | BRINE STORAGE TANK (FIBERGLASS) 10,000 GALLON | PUBLIC WORKS | APPROVED NEW REQUEST | 1/1/2029 | | APPRVD NEW REQ | | | SEASONALLY | \$ 18,000 | 2029 | 100 | | |
| 22 | 1029 | WATER METERS GROUP C (1/4 OF ALL METERS) | WATER | WATER METER | 10/1/2016 | SAME TYPE | 4 | - | - | DAILY | \$ 36,750 | 2030 | | 100 | |
| 23 | 1032 | UTILITY TASK VEHICLE | PARKS | LIGHT DUTY EQUIPMENT | 10/2/2017 | SAME TYPE | 3 | - | 1,490 | DAILY | \$ 34,000 | 2030 | 100 | | |
| 24 | 1033 | 6' PLOW MEDIUM DUTY | PARKS | PLOW | 10/2/2017 | SAME TYPE | 3 | - | - | DAILY | \$ 8,000 | 2030 | 100 | | |
| 25 | 1034 | CLASS 7 DUMP TRUCK (SINGLE AXLE) | PUBLIC WORKS | SINGLE AXLE | 9/24/2017 | SAME TYPE | 3 | 19,374 | - | WEEKLY | \$ 213,500 | 2030 | 100 | | |
| 26 | 1035 | 10' HIGHWAY PLOW | PUBLIC WORKS | PLOW | 9/24/2017 | SAME TYPE | 3 | - | - | SEASONALLY | \$ 14,250 | 2030 | 100 | | |
| 27 | 1036 | TAIL GATE SPREADER | PUBLIC WORKS | SPREADER | 9/24/2017 | SAME TYPE | 3 | - | - | SEASONALLY | \$ 17,500 | 2030 | 100 | | |

Changed since the 2025-2029 Plan.

City of Edgerton
 Vehicle Equipment Replacement Plan Current Program
 Summary of Changes from the 2025-2029 Plan

| Item # | Asset # | Asset Description | Change Type | From | To | Comments |
|------------------------|--|-------------------------------------|-----------------------|--|-----------|---|
| Current Program | | | | | | |
| 1 | 1003 | Class 2 Truck (1/2 Ton) ECSB | Replacement Year | 2029 | 2027 | Replacement year accelerated to account for the increase in annual miles driven since being transferred to the Utilities Department. Staff will continue monitor mileage and repairs to determine if replacement can be delayed. |
| 1 | | | Dollar Amount | \$ 51,000 | \$ 55,000 | Cost increased to reflect current market pricing for this type of truck. |
| 2 | 1011 | Class 3 Truck (1 Ton) CCSB | Dollar Amount | \$ 57,000 | \$ 65,750 | Cost increased to reflect current market pricing for this type of truck. |
| 5 | 1013 | Water Meters (1/4) | Replacement Year | 2027 | 2028 | Replacement year was pushed out one year for each of these items. Staff is having a sample of meters tested for accuracy. Once the results are received, staff will review/update the replacement plan for water meters. |
| 15 | 1022 | | | 2028 | 2029 | |
| 22 | 1029 | | | 2029 | 2030 | |
| 16 | 1030 | Compact Excavator | Dollar Amount | \$ 70,000 | \$ 80,000 | Cost increased to reflect an increase in the cost of similar excavators. |
| 23 | 1032 | Utility Task Vehicle | Dollar Amount | \$ 20,000 | \$ 34,000 | Cost increased to take into account increases in pricing for similar UTVs and includes the cost of the upfitting for a plow similar to the current unit. |
| 24 | 1033 | 6' Plow Medium Duty | Dollar Amount | \$ 5,000 | \$ 8,000 | Cost increased due to current market pricing for this type of plow. |
| n/a | 1274 1275 1276 1277 1278 | Traffic Counter - Armadillo Tracker | Replacement Year | 2029 | 2032 | The useful life of these traffic counters was researched and staff determined that the life should be updated to be 10 years instead of 7 years. The replacement year was updated from 2029 to 2032 so these items no longer appear in the Current Program. |
| n/a | 1040 1041 1042 1043 1242 1243 | Portable Radios | Removed from Schedule | 2030 2030 2030 2030 2033 2033 | n/a | Removed due dollar value being below the \$5,000 Vehicle & Equipment Policy threshold. Will be replaced via the operating budget when needed. |
| n/a | 1037 | TraffiCad Software | Removed from Schedule | 2030 | n/a | Item has been moved to the IT Equipment Replacement Schedule. |
| n/a | 1038 | Graptect Sign Plotter | Removed from Schedule | 2030 | n/a | Item has been moved to the IT Equipment Replacement Schedule. |
| n/a | 1044 | BBCWWTP Aeration Basin Diffuser | Removed from Schedule | 2031 | n/a | Will be replaced from the Sewer Infrastructure Fund. The planned replacement cost will be transferred to the Sewer Infrastructure Fund in 2025. |
| n/a | 1048 1049 1050 1051 1052 1053 1054 | SCADA System PLCs (Water) | Removed from Schedule | 2031 | n/a | Will be replaced from the Water Infrastructure Fund. The planned replacement cost will be transferred to the Water Infrastructure Fund in 2025. |

City of Edgerton
 Vehicle Equipment Replacement Plan Current Program
 Summary of Changes from the 2025-2029 Plan

| Item # | Asset # | Asset Description | Change Type | From | To | Comments |
|--------|--|--------------------------------------|-----------------------|------|-----|--|
| n/a | 1055 1056 1057 1058 1059 1060 1061 | SCADA System MDS iNet Radios (Water) | Removed from Schedule | 2031 | n/a | Will be replaced from the Water Infrastructure Fund. The planned replacement cost will be transferred to the Water Infrastructure Fund in 2025. |
| n/a | 1273 | Baldwin Booster Pump | Removed from Schedule | 2025 | n/a | Will be replaced from the Water Infrastructure Fund. The planned replacement cost will be transferred to the Water Infrastructure Fund to cover the replacement of this item as scheduled in 2025. |

City of Edgerton
 Vehicle & Equipment Replacement
 Fund Summary 2024-2030

Fund 130 - General Equipment Reserve Fund

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Beginning Balance, Jan 1 | \$ 470,258 | \$ 487,448 | \$ 102,403 | \$ 202,903 | \$ 197,653 | \$ 225,653 | \$ 188,485 |
| Transfers in or Other Revenues | 155,000 | 197,655 | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 |
| Vehicle/Equipment Purchases | (137,810) | (582,700) | (24,500) | (130,250) | (97,000) | (162,168) | (287,250) |
| Ending Balance, 12/31 | \$ 487,448 | \$ 102,403 | \$ 202,903 | \$ 197,653 | \$ 225,653 | \$ 188,485 | \$ 26,235 |

Fund 270 - Water Equipment Reserve Fund

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---------------------------------------|-----------|-----------|-----------|-----------|------------|------------|-----------|
| Beginning Balance, Jan 1 | \$ 79,406 | \$ 79,406 | \$ 22,086 | \$ 50,586 | \$ 73,086 | \$ (2,154) | \$ 24,430 |
| Transfers in or Other Revenues | 15,000 | 25,000 | 30,000 | 50,000 | 50,000 | 90,000 | 90,000 |
| Transfer to Water Infrastructure Fund | - | (64,130) | - | - | - | - | - |
| Vehicle/Equipment Purchases | (15,000) | (18,190) | (1,500) | (27,500) | (125,240) | (63,416) | (36,750) |
| Ending Balance, 12/31 | \$ 79,406 | \$ 22,086 | \$ 50,586 | \$ 73,086 | \$ (2,154) | \$ 24,430 | \$ 77,680 |

Fund 370 - Sewer Equipment Reserve Fund

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Beginning Balance, Jan 1 | \$ 97,405 | \$ 97,405 | \$ 68,715 | \$ 82,215 | \$ 79,715 | \$ 16,225 | \$ 14,559 |
| Transfers in or Other Revenues | 15,000 | 15,000 | 15,000 | 25,000 | 25,000 | 25,000 | 25,000 |
| Transfer to Sewer Infrastructure Fund | - | (25,500) | - | - | - | - | - |
| Vehicle/Equipment Purchases | (15,000) | (18,190) | (1,500) | (27,500) | (88,490) | (26,666) | - |
| Ending Balance, 12/31 | \$ 97,405 | \$ 68,715 | \$ 82,215 | \$ 79,715 | \$ 16,225 | \$ 14,559 | \$ 39,559 |

City of Edgerton
 Vehicle Equipment Replacement Plan 2026-2030
 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 | PTO Overseeder (tractor attachment) (ballfields) | PK | Equipment | \$ 13,750 | n/a | 100% | 0% | 0% |
| 2 | Top Dresser - Material Handling Parks Maintenance | PK | Equipment | \$ 10,000 | n/a | 100% | 0% | 0% |
| 3 | Concrete Crack Seal Machine (trailer mounted) | PW | Equipment | \$ 90,000 | n/a | 100% | 0% | 0% |
| 4 | Diagnostic Scan Tool | PW | Equipment | \$ 21,500 | n/a | 100% | 0% | 0% |
| 5 | CLASS 6 DUMP TRUCK W/HYDRAULIC HOIST | PW | Heavy Truck | \$ 133,455 | n/a | 70% | 15% | 15% |
| 5a | BRINE APPLICATION SYSTEM FOR DUMP TRUCK | PW | Equipment | \$ 16,647 | n/a | 100% | | |
| 6 | GPS Data Collection System | PW | Equipment | \$ 15,000 | n/a | 100% | 0% | 0% |
| 7 | Snow Blower attachment for UTV (trail size) | PW | Equipment | \$ 22,000 | n/a | 100% | 0% | 0% |
| 8 | Storm Siren | PW | Storm Siren | \$ 29,500 | n/a | 100% | 0% | 0% |
| 9 | Generator for 8th Street Lift Station | UT | Equipment | \$ 35,000 | n/a | 0% | 0% | 100% |
| 10 | Sewer Inspection Camera | UT | Equipment | \$ 60,000 | n/a | 40% | 0% | 60% |
| 11 | Sewer Push Camera | UT | Equipment | \$ 12,500 | n/a | 40% | 0% | 60% |
| 12 | Trench Box | UT | Equipment | \$ 22,000 | n/a | 50% | 25% | 25% |
| 13 | Tractor - New Unit & Surplus Old | PW/PK | Equipment | \$ 150,000 | n/a | 100% | 0% | 0% |
| 14a | Boom Mower | PW/PK | Equipment | \$ 120,000 | n/a | 100% | 0% | 0% |
| 14b | Rotary Mower (Batwing) | PW/PK | Equipment | \$ 35,500 | n/a | 100% | 0% | 0% |
| 15 | Combination Bucket Attachment for Skid Steer | PW/PK | Equipment | \$ 5,500 | n/a | 100% | 0% | 0% |
| 16 | Wheel Loader Snow Plow - DDI Interchange | PW | Equipment | \$ 50,000 | n/a | 100% | 0% | 0% |
| 17 | Combination Sewer Truck | UT | Heavy Truck | \$ 450,000 | n/a | 33% | 33% | 33% |

