

**EDGERTON CITY COUNCIL - AMENDED**  
**MEETING AGENDA**  
**CITY HALL, 404 EAST NELSON STREET**  
**January 25, 2024**  
**7:00 P.M.**

**Call to Order**

**1. Roll Call**

\_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Lewis \_\_\_\_ Lebakken \_\_\_\_ Malloy \_\_\_\_ Conus

**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 January 11, 2024 Regular City Council Meeting.
5. Approve Large Animal Permit for Glyn Powers, 1606 W 8<sup>th</sup> Street.
6. Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2024.

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.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, 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 thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

**Business Requiring Action**

**9. Report by the City Administrator**

- Quarterly Sheriff's Office Report
- Municipal Court Update

- **NEW - Community Development Quarterly Report**
- Report on Street Sweeper
- Updated Job Descriptions

**10. Report by the Mayor**

**11. Future Meeting Reminders:**

- February 8: City Council Meeting – 7:00PM
- February 13: Planning Commission – 7:00PM
- February 22: City Council Meeting – 7:00PM
- March 12: Planning Commission – 7:00PM
- March 14: City Council Meeting – 7:00PM
- March 28: City Council Meeting – 7:00PM

**12. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

# EVENTS

1/24: Silver Screen Cinema: Pancakes and Romance Movie  
 1/26: Frozen Escape Room  
 2/3: Puzzle Palooza  
 2/9: Sweetheart Boogie  
 2/13: Tales for Tots – Unicorns  
 3/11 – 3/15: Spring Break Activities  
 3/?: Surprise Easter Egg Hunt  
 3/20: Senior Lunch & BINGO  
 3/27: Mushroom Wood Painting

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**January 11, 2024**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas January 11, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

**1. ROLL CALL**

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
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Public Works Director, Dan Merkh
- Public Works Superintendent, Trey Whitaker
- Marketing & Communications Manager, Kara Banks
- Development Services Director, Zach Moore
- Recreation Coordinator, Brittany Paddock

**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 December 14, 2023 Regular City Council Meeting
- 5. Approve Permanent Utility Easements And Road Right Of Way Easements For Dwyer Farms
- 6. Approve Application FP2023-0016, Final Plat For JCCC CDL Training Facility, Located Northeast Of The Intersection Of W. 191<sup>st</sup> Street And Montrose Street, Edgerton, Kansas

Councilmember Longanecker moved to approve the Consent Agenda. Councilmember Lewis seconded the motion. The consent agenda was approved, 4-0.

**Regular Agenda**

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

**8. Public Comments.**

Mayor Roberts invited Charlie Troutner to speak.

Mr. Troutner requested Councilmember Conus come up to the podium and presented him with a recognition thank you coin for his service in the military.

**9. Recognition of 2023 Holiday Home Decorating Contest Winners.**

Ms. Banks introduced the third place winners of the Holiday Home Decorating Contest, the Williams Family, and presented them with a certificate.

Mayor Roberts thanked them for their participation in this contest.

They thanked the council for their award and said they are excited to participate next year. Ms. Williams stated they just moved to Edgerton.

**Business Requiring Action**

There were no business items on the agenda.

**10. Report by the City Administrator**

- 2023 Recreation in Review

Ms. Brittany Paddock addressed the Council. She stated this year exceeded even more growth than last year. Some of the most popular events were the Sweetheart Boogie, Spring Break Activities and the Glow Foam Party that followed The Greenspace groundbreaking. She stated her goal for this coming year is to provide even more activities for kids of all ages and branch out a little more on the adult programs. She stated she hopes this will continue to grow attendance at events even more.

Councilmember Conus asked if the programs are open to just Edgerton residents or the surrounding area as well?

Ms. Paddock stated yes, they are open to surrounding area. She stated if the event is very popular, she typically allows residents to sign up first on those and then open it up to surrounding area if there is room.

Councilmember Conus stated he has heard nothing but good things.

Councilmember Longanecker agreed and stated Brittany is doing a fantastic job.

Mayor Roberts stated he is impressed with the number of events and participation numbers.

Councilmember Lewis expressed his appreciation for Brittany's work to increase the number of events.

- Legal Publications Research Results

Ms. Kara Banks reviewed the attached memo to Council regarding Legal Publications options and costs for each.

Mayor Roberts invited Jennifer McDaniels, Editor of the Gardner News, to introduce herself to the Council. He stated he appreciates the Gardner News because it is a true local paper and he believes it is important for transparency to stay local. He stated some other publications may be cheaper from the City's perspective but far more expensive for the public to subscribe to.

Councilmember Longanecker stated he spoke with Jennifer and he would be happy to stay with them moving forward.

Ms. McDaniel addressed the Council. She stated she is the current editor of the Gardner News as well as the Ottawa paper. She stated the new owner of the paper is Cherry Road Media, which is based out of New Jersey. She said the company feels that community journalism is very important as it is the only place where you will get news that is specific to your community. She stated she would like to go back legal and negotiate a better price for the City on their legal costs.

Mayor Roberts stated he appreciates the want to negotiate a better price on our behalf, he stated he does appreciate having a local paper that is truly local. He stated he thinks news today has turned into a mess of trying to make headlines with no substance of fact. He stated he wants facts out there for the community to understand and thinks that with Gardner News, we'll get that.

Councilmember Conus stated he'd like to keep it local. He asked why the legal publications are more expensive compared to other papers.

Jennifer stated she would look into it. She stated a change made in the last few months is that legals on the website will now be viewable without having a subscription. She stated this will allow for greater transparency.

Councilmember Lewis asked if they know the number of residents subscribed to receiving the paper.

Jennifer stated the subscriber number dipped significantly when the switch happened, but the numbers are growing. She stated there are far more people looking at the website which is great.

Ms. Linn stated the problem with the other two outlets is that although they may be cheaper, the City then would not have someone come out and run articles on things happening like The Greenspace groundbreaking, Mayors Christmas Tree, etc. that happen here and are specific to Edgerton.

Councilmember Longanecker stated his goal is unbiased truth, and he would rather keep it local.

Charlie Troutner asked if he could address the council. Mayor Roberts granted.

Mr. Troutner stated he is bothered that this was a personal issue made a council matter. He stated Councilmember Longanecker had a problem with coverage the reporter, Lynn Hermansen, provided.

Councilmember Longanecker disagreed that it was made a personal issue.

Mr. Troutner stated to Councilmember Longanecker that he did not like something that should have been a personal issue and brought it to council.

Councilmember Longanecker stated he gave the reporter a statement as a Councilmember, but it was distorted. He asked for the City Attorney's input.

Mr. Lee Hendricks stated he does not think this situation needs further argument. He stated in this instance, the City researched how much they currently pay and Council could see objectively if there was a benefit in staying with the City's current paper of record or changing to a new paper.

Mr. Troutner stated he would ask that in the future that if there are personal feelings involved to speak to the person.

Mayor Roberts stated it was not just one instance. He stated publications have been printed incorrectly and a few other things. He stated this is a desire to make sure truth is shared and not driven to any direction, just facts.

#### **11. Report by the Mayor**

Mayor Roberts stated he has no report.

#### **12. Future Meeting Reminders**

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

#### **13. Adjourn**

Councilmember Lewis moved to adjourn, seconded by Councilmember Malloy. All in favor. The meeting was adjourned at 7:37PM.

Submitted by Alexandria Clower, City Clerk

Application for permit to keep animals and/or fowl in the City limits of Edgerton, Kansas.

Glyn Powers the owner, keeper, lessee, occupant or person in charge of the following described property in the City of Edgerton, Kansas, containing 3.2 acres.

Address and Legal Description of Property (long legal's may be attached)

1606 W. 8th St.

Legal Desc	12-15-21 BG SE CR SE1/4 W 871.20' N 169.13' E 871.20' S 169.18' TO POB EX .167 AC IN RD 3.203 ACS M/L		
AIMS Map No.	T12	S-T-R	12-15-21 SE Calc. Acres: 2.82 (123,011.8 ft <sup>2</sup> )
Census Tract	053701	Census Block Group .2	Census Block 2091 Census Year 2020
FEMA Flood Panel	20091C0132G	Watershed	Bull Creek (TMDL Regulated)
In Floodway	No	FEMA Floodzone	N/A

Do hereby make application to the Governing Body of the City of Edgerton to keep:

Number of animals: 3 Description of animal(s) (one per acre): GOATS  
 Number of fowls: 15 Description of fowl(s) (five per acre): DUCKS + CHICKENS

I agree to abide by all rules and regulations of the City of Edgerton concerning the keeping of animals and fowls.

Glyn Powers  
 Signature of Applicant

11-9-23  
 Date

1606 W. 8th St.  
 Address of Applicant

913-238-9539  
 Phone Number

**OFFICE USE ONLY**

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Governing Body of the City of Edgerton.

**PERMIT VALID FOR ONE YEAR FROM DATE OF APPROVAL.**

1426

## City Council Action Item

---

**Council Meeting Date:** January 25, 2024

**Department:** Public Works

### **Agenda Item: Consider Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2024**

**Background/Description of Item:**

On January 12, 2017, City Council approved an agreement with Weather or Not® to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to schedule projects accurately and efficiently and/or emergency operations as necessary. This service provides staff with weather forecasts and lightning notification information via email, web portal, text messages and phone calls. Notifications are provided twice a day during normal condition, additionally Weather or Not will contact staff via phone during significant weather event. These calls are vital for the City's Winter Weather Operations and these notifications give staff additional tools during inclement weather events.

Over the last several years this service has been utilized by multiple departments, the key element has been the emergency notifications, as well as being able to call Weather or Not® for real time updates. This service has helped staff with workflow planning, provide event staff with forecasting data with localized lighting updates to better manage events, and better identify winter weather response and reaction.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not® includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

The cooperative agreement that Weather or Not holds with the City of Prairie Village, has just completed the renewal process. Prairie Village's Contract with Weather or Not contract pricing for 2024 will stay the same with the base contract price of \$10,568. The all-inclusive fee for the Premier Plus (\*including A+ Weather Post Storm Reports) at the increase contract cost is \$10,568 annually; the addition of Sferic Maps total lightning service is \$595, and the new addition of Mid-Range Forecast of \$1,200, makes the total contract cost of \$12,363. The 2024 Public Works budget in Emergency Management includes sufficient funds to cover the annual contract costs, including the addition of the Mid-Range Forecast.



The contract runs from January 1, 2024, to December 31, 2024.

**Related Ordinance(s) or Statue(s):**

---

**Funding Source:** General Fund-Public Works-Emergency Management

**Budget Allocated:** \$12,500

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

---

**Recommendation: Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Service for 2024, at a price not to exceed \$12,363**

**Enclosed:** City of Edgerton: A+ Weather Services Contract 2024  
City of Prairie Village: Cooperative Contract Documents 2023-2025

**Prepared by:** Trey Whitaker, Public Works Superintendent



THE CITY OF PRAIRIE VILLAGE  
*Star of Kansas*

### AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this 5<sup>TH</sup> day of DECEMBER, 2022, by and between Weather or Not, Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

#### **1.0 Service Specifications**

- 1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional meteorologists.
- 1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.
- 1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also a 3-5 day outlook that includes weather system, timing and expected impacts to the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10 year monthly snow comparison.

- 1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10 year comparison of snow accumulation.
- 1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. **Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.**
- 1.8 The City may request to tour the business facility prior to bid award.
- 1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 **General**
- 2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-[jcarney@pvkansas.com](mailto:jcarney@pvkansas.com) will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or [publicworks@pvkansas.com](mailto:publicworks@pvkansas.com).
- 2.5 Insurance:
  - A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
- 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation

insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.
- 2.8 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.13 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

- 2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

### 3.0 Fees

- 3.1 The fee to be paid in advance for the completion of this service is:

	2023 Annual Fee	2024 Annual Fee	2025 Annual Fee
Annual Weather Forecasting Services	\$10,568.00	\$10,568.00	\$10,780.00

- ❖ Reminder: attach copy of resumes for all meteorologists employed by your company.

### 4.0 References

- 4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Lenexa Municipal Serv. Contact: Mr. Nick Arena  
 Phone #: 913. 477-7810 Email: narena@lenexa.com  
 Brief Description on Work: Services provided similar to prairie village

Company: City of Overland Park Contact: Mr. Kyle Burns  
 Phone #: 913. 895. 8308 Email: kyle.burns@opkansas.org  
 Brief Description on Work: Services provided similar to prairie village

Company: Evergy, Inc. Contact: Mr. Dan Munkers  
 Phone #: 816.266.0810 Email: dan.munkers@evergy.com  
 Brief Description of Work: Services per Evergy specifications

Contractor Contact: Sara Croke  
Company Name: Weather or Not, Inc.  
Address: 600 Nieman Rd, Suite 200  
Shawnee, KS 66203  
Telephone Number: 913-722-3955  
Fax Number: —  
Email: Sara@weatherornot.com  
/s/ Sara Croke 11/10/22  
Contractor Agent Date

ATTEST:

/s/ Adam Geffert 12/5/2022  
Adam Geffert, City Clerk Date

/s/ David Waters 12/5/2022  
David Waters, City Attorney Date

/s/ Eric Mikkelsen 12/5/2022  
Eric Mikkelsen, Mayor Date



6100 Nieman Rd., Suite 200  
Shawnee, Kansas 66203  
913.722.3955

## City of Edgerton- A<sup>+</sup>™ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not*®, Inc. ("*Weather or Not*") from January 1, 2024 thru December 31, 2024 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A<sup>+</sup>™ Weather Alerts will be delivered to up t

10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (\*including the Sferic Maps<sup>sm</sup> total lightning service and A<sup>+</sup>™ Weather Post Storm Reports and Mid-Range Forecasts) billable annually in the amount of \$12,363.00, payable net 20. Sferic Maps<sup>sm</sup> End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

---

Sara Croke  
Weather or Not, Inc.

---

Donald Roberts, Mayor  
City of Edgerton, KS

---

Date

---

Date



# Municipal Court and Supplemental JSCO Report

City Council Meeting  
January 25, 2024

The City of Edgerton contracts with the Johnson County Sheriff's Office for law enforcement services. Since 2020, the City also pays for an additional power shift for the residential core.

## Edgerton Municipal Court

Total # of Citations in Q4  
Average # of Cases on Docket

185 50

Payment Plans  
Managed

7

Warrants Issued

19

Warrants Cleared

16

## Sheriff's Office Responses

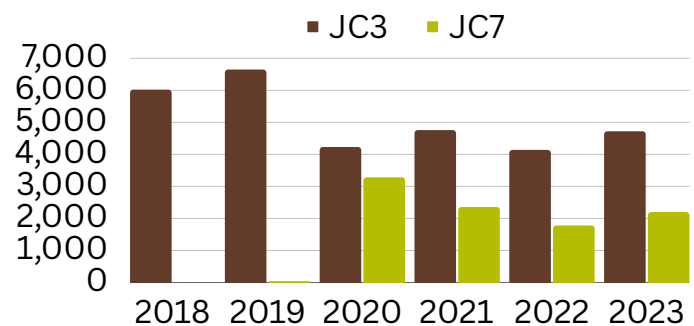
Total Calls for Service  
2018-2023



### Types of calls in 2023

Accidents are specifically traffic-related

Cases include everything from animal welfare to drugs to mental health

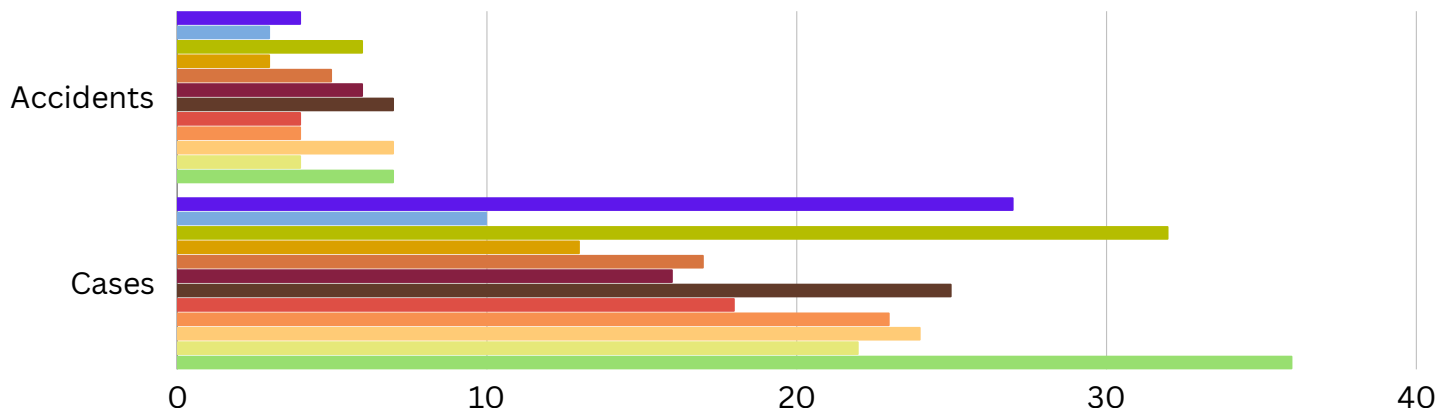


January  
February  
March

April  
May  
June

July  
August  
September

October  
November  
December



Edgerton Municipal Court is held on the first and third Tuesdays of every month beginning at 2:00 p.m. The City's Court is managed by a Court Clerk with a contracted judge and prosecutor.



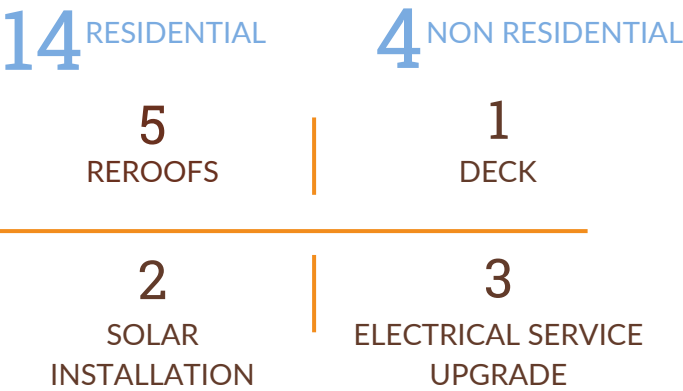


# Community Development Quarterly Report

Quarter 4:  
Oct-Dec 2023

## Building

### Building Permits Issued



**\$5,254,583** TOTAL PERMIT VALUATION

\$116,346 Residential Valuation

\$5,138,237 Commercial Valuation

### Building Inspections



## Planning News

### JCCC CDL Training Facility

The Planning Commission approved a Final Site Plan for a Johnson County Community College (JCCC) Commercial Driver's License (CDL) Training Facility at the December 12, 2023 Planning Commission meeting. The Final Site Plan included a 3,000 square foot structure with 9 driver training pads along the north side of 191st Street just east of Montrose Street.

### Building Code Update

Staff has been continuously working on updates to both the Building Code from the 2006 ICC suite to the 2018 ICC suite. Upcoming work sessions will be held to cover both the trade codes (Mechanical, Electrical, Plumbing, etc.) and the Fire Code, before bringing forward documents for City Council consideration in spring of this year.

### Envision Edgerton: Comprehensive Plan Update

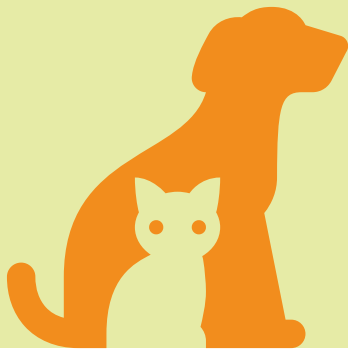
Staff and our consultant, Confluence, have been working on revisions to the draft of the Comprehensive Plan for the City Council and Planning Commission to review at an upcoming Joint Workshop in the first quarter of 2024 prior to a public hearing with Planning Commission and ultimately a presentation before City Council for their consideration.



# Community Development Quarterly Report

Quarter 4:  
Oct-Dec 2023

## Animal Control



42

LOOSE  
ANIMALS

6

BARKING  
COMPLAINTS

2

DECEASED  
ANIMALS REMOVED

3

UNREGISTERED  
PET VIOLATIONS

3

NEGLECT  
INVESTIGATIONS

0

CHICKEN PERMITS  
& INSPECTIONS

0

DANGEROUS  
DOG

0

DOG BITE CASES

1

CITATION ISSUED

Boat/RV	6
Inoperable Vehicles	25
Trash/Exterior Conditions/Storage	23
Public Safety	0
Parking	9
Signage	0
Tall Grass/Weeds	1
Environmental	0
Zoning	2

## CODE ENFORCEMENT

66

VIOLATION LEVEL  
CASES

75%

OFFICER DRIVEN

4

CITATIONS ISSUED

25%

RESIDENT DRIVEN

The Community Development Department strives to create a livable, resilient, and safe City by enhancing and guiding our community's neighborhoods and commercial areas through City planning, building supervision, code enforcement, and animal control.