

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
July 25, 2019
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis ____ Smith
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 for July 11, 2019 Regular City Council Meeting
5. Approve an Agreement with BG Consultants for Construction Administration and Observation Services for the 207th Street Phase II-East of Waverly Road Construction Project

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
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.

Business Requiring Action

8. **CONSIDER AN AGREEMENT WITH THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) FOR BUSINESS PROCESS AND ERP ADVISORY SERVICES**

Motion: _____ Second: _____ Vote: _____

9. **CONSIDER APPROVAL OF ORDINANCE NO. 2015 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE AN UPDATED VERSION OF ARTICLE 12 – SECTIONS 12.1 THROUGH 12.12**

Motion: _____ Second: _____ Vote: _____

10. **Report By The City Administrator**

- 2nd Quarter Financial Reports

11. **Report By the Mayor**

12. Future Meeting/Event Reminders:

- July 31st: Public Information Session – 2019 Street Reconstruction Project 7PM @ City Hall
- August 3rd: Movie Night feat. How To Train Your Dragon 3: The Hidden World – 8PM
- August 6th: National Night Out with Johnson County Sheriff's Office – 6PM to 8PM @ Martin Creek Park
- August 8th: City Council Meeting – 7PM
- August 13th: Planning Commission – 7PM

13. Adjourn Motion: _____ Second: _____ Vote: _____

City of Edgerton, Kansas
Minutes of City Council Regular Session
July 11, 2019

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on July 11, 2019. The meeting convened at 7:00 p.m. with Council President Clay Longanecker presiding in the absence of Mayor Roberts.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	absent
Katee Smith	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	City Attorney Lee Hendricks
	City Clerk Rachel James
	Development Services Director Katy Crow
	Code Enforcement Charlie Lydon
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for June 27, 2019 Regular City Council Meeting

Motion by Brown, Second by Smith to approve the consent agenda.

Motion passed, 4-0.

REGULAR AGENDA

5. Public Comments. None.

6. Declaration. None.

BUSINESS REQUIRING ACTION

7. CONSIDER RESOLUTION 07-11-19A, PROVIDING A DEADLINE FOR THE REMOVAL OF OVERGROWN GRASS, WEEDS, UNSIGHTLY VEGETATION AND HEALTH NUISANCES LOCATED AT 204 W. 7TH STREET, EDGERTON, KANSAS PURSUANT TO EDGERTON MUNICIPAL CODE SECTION 8-208 AND ALLOWING FOR THE CITY TO ABATE THE COSTS ASSOCIATED WITH THE REMOVAL OF SAID NUISANCES

Katy Crow, Development Services Director, and Charlie Lydon, Code Enforcement, introduced the Resolution by covering the history of the challenges with the property and the difficulties in contacting the property owners. The property owner has passed away and the property is currently vacant. Both the front and back yards have an accumulation of overgrown grass, weeds, unsightly vegetation which is leading to snakes, rats, raccoons and other pests to inhabit the area.

Linda and Virgil Florence of 605 West Hulett Street, Kay Fox of 208 West 7th Street, Paulette Young of 112 West 7th Street, and Pam Andres of 616 West Hulett voiced their support of this Resolution and their continued concern of the state of the overgrowth in the yards. They were particularly concerned about the wildlife that is being drawn to the area due to the overgrowth.

Beth Linn, City Administrator, spoke on the process and emphasized the importance following the correct process as outlined in the Municipal Code. Lee Hendricks, City Attorney echoed this remark.

Motion by Brown, Second by Smith to approve Resolution 07-11-19A.

Motion passed 4-0.

8. CONSIDER PROJECT AUTHORIZATION FOR THE REBUILDING OF 207TH STREET PHASE II – EAST OF WAVERLY ROAD

Katy Crow, Development Services Director, introduced the second phase of the Rebuilding of 207th Street. The agreement for the development of Phase II of Logistics Park Kansas City established a new Public Infrastructure Fund (Ph II PIF) for the collection of certain revenues associated with the development and payment of project expenditures as allowed by the Agreement. The continued rebuild of 207th Street east of Waverly Road for approximately 0.5 miles, adjacent to Inland Port 51, is included as allowable project expense in LPKC Phase II. The entire cost of the project is borne by Edgerton Land Holding Company until it changes over to funding from Home Rule Revenue Bonds. Brett Powell, NorthPoint Representative, was available for questions.

Motion by Smith, Second by Brown to approve the Project Authorization for the Rebuilding of 207th Street Phase II – East of Waverly Road.

Motion passed, 4-0.

9. **CONSIDER GUARANTEED MAXIMUM PRICE, SCHEDULE AND SCOPE FROM MILES EXCAVATING, INC. FOR 2019 STREET RECONSTRUCTION PROJECT**

Dan Merkh, Public Works Director, introduced the Guaranteed Maximum Price, Schedule, and Scope of the 2019 Street Reconstruction Project providing by Miles Excavating, Inc. The Agenda item was updated since the publication of the packet. As previously discussed, the roadways are past their useful life and need to be replaced. A public information meeting is set for Wednesday July 31st at 7PM. Construction is scheduled to begin, pending approvals, on August 1, 2019.

There is an increase from the original packet due to further discussions with the design-build team to verify items within the plans and specifications, finding that the increase is for \$31,400 which is in the form of concrete quantities and updates to the typical section. Staff also recommends having an owner held and owner-controlled contingency of \$30,000. Beth Linn, City Administrator, stated it is critically important due to the speed of the project to include the contingency. This project had been discussed during the Capital Improvement Projects Work Session in 2018. Further detail of short-term temp notes and other details of the financing plan will be presented at the City Council meeting on the 25th of July. Ms. Linn stated \$40,000 would be allocated from the General Fund. Ms. Linn stated the project could not have been financed without the revenue generated by Logistics Park Kansas City. Councilmember Longanecker stated that the positive impact of the Logistics Park is starting to directly impact the residents in town.

Motion by Brown, Second by Conus to approve Guaranteed Maximum Price of \$3,061,399.10, Schedule and Scope from Miles Excavating, Inc for 2019 Street Reconstruction Project.

Motion passed, 4-0.

10. **CONSIDER RESOLUTION 07-11-19B PROVIDING FOR NOTICE TO BE GIVEN FOR A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A REDEVELOPMENT DISTRICT IN THE CITY OF EDGERTON, KANSAS PURSUANT TO K.S.A. 12-1770 ET SEQ. AND MAKING CERTAIN FINDINGS WITH RESPECT TO SUCH DISTRICT (EDGERTON HOMESTEAD LANE RETAIL DISTRICT PROJECT)**

Scott Anderson, City Bond Counsel, introduce the resolution and stated that the City is exploring the creation of a TIF Redevelopment District on property generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane (the "Proposed District"). Development Dynamics, LLC prepared a Redevelopment Area Qualification/Eligibility Analysis to determine whether the Proposed District satisfies statutory requirements for a conservation area. The study concluded that the Proposed District meets the statutory requirements for a conservation area. In order to proceed with the creation of a TIF Redevelopment District, the City must adopt a resolution stating the City is considering the establishment of a redevelopment district. The resolution must give notice of a public hearing and contain detail on the District, all of which is contained within the Resolution. The map of the area and more information is available in the published Agenda Packet for July 11, 2019 or at City Hall.

Motion by Conus, Second by Brown to approve Resolution 07-11-19B.

Motion passed, 4-0.

11. CONSIDER RESOLUTION 07-11-19C PROVIDING FOR NOTICE TO BE GIVEN FOR A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A REDEVELOPMENT DISTRICT IN THE CITY OF EDGERTON, KANSAS PURSUANT TO K.S.A. 12-1770 ET SEQ. AND MAKING CERTAIN FINDINGS WITH RESPECT TO SUCH DISTRICT (EDGERTON OFFICE PROJECT)

Scott Anderson, City Bond Counsel, introduced the resolution which is the first step in the exploration of the creation of a TIF Redevelopment District on property generally located at the northwest corner of 191st and Waverly Road (the "Proposed District"). The Proposed District satisfies the statutory requirement for a blighted area. The Kansas TIF statutes define a "Blighted area" as, among other things, any area where the majority of the property is in a 100-year floodplain area. In this case, 55.6% of the Proposed District is within a 100-year floodplain. In order to proceed with the creation of a TIF Redevelopment District, the City must adopt a resolution stating the City is considering the establishment of a redevelopment district. The resolution must give notice of a public hearing and contain detail on the District, all of which is contained within the Resolution. The map of the area and more information is available in the published Agenda Packet for July 11, 2019 or at City Hall.

Motion by Brown, Second by Smith to approve Resolution 07-11-19C.

Motion passed, 4-0.

12. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY, CITY ADMINISTRATOR, AND ASSISTANT CITY ADMINISTRATOR

Motion by Brown, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney, City Administrator, and Assistant City Administrator for fifteen (15) minutes.

Motion was approved, 4-0.

Session recessed at 7:47 pm. Meeting reconvened at 8:02 pm.

Motion by Brown, Second by Smith to return to open session.

Motion was approved, 4-0.

Motion by Brown, Second by Smith to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney, City Administrator, and Assistant City Administrator for an additional ten (10) minutes.

Motion was approved, 4-0.

Session recessed at 8:03 pm. Meeting reconvened at 8:13 pm.

Motion by Brown, Second by Smith to return to open session.

Motion was approved, 4-0.

Beth Linn, City Administrator, outlined Resolution 07-11-19D a Resolution Pursuant to K.S.A. 26-201 Setting Forth the Necessity for Condemnation of Private Property and Authorizing Preparation of a Survey and Legal Descriptions of the Property to be Condemned.

The Property is located on the South Side, East of Waverly. This property is needed for permanent road right-of-way, temporary construction easements, and drainage easements. City Staff will continue to work with the property owners. This resolution does not eliminate continued negotiations with the property owner.

Motion by Brown, Second by Smith to approve Resolution 07-11-19D.

Motion passed, 4-0.

13. Report by the City Administrator none.

14. Report by the Mayor none.

15. Future Meeting/Event Reminders:

- July 31st: Public Information Session – 2019 Street Reconstruction Project 7PM @ City Hall
- August 3rd: Movie Night feat. How To Train Your Dragon 3: The Hidden World – 8PM
- August 6th: National Night Out with Johnson County Sheriff's Office – 6PM to 8PM @ Martin Creek Park
- August 8th: City Council Meeting – 7PM
- August 13th: Planning Commission – 7PM

16. Adjourn

Motion by Smith, Second by Brown to adjourn.

Motion was approved 4-0. The meeting adjourned at 8:15 pm.

City Council Action Item

Council Meeting Date: July 25, 2019

Department: Public Works

Agenda Item: Consider An Agreement With BG Consultants For Construction Administration and Observation Services for the 207th Street Phase II-East of Waverly Road Construction Project

Background/Description of Item:

On July 11, 2019, Edgerton City Council granted Project Authorization for the 207th Street Phase II-East of Waverly project. This project is needed to provide adequate road infrastructure to the upcoming Hostess distribution center and any future development along the 207th Street corridor.

Similar to other large infrastructure projects constructed by the City of Edgerton, a critical component to the success of the expansion of a major road and utility relocation is partnering with a firm to perform the construction administration and observation services. For projects designed by an outside firm, Edgerton has contracted with BG Consultants to perform these services. BG Consultants has been an extremely valuable member of the infrastructure team as they have extensive knowledge of the recent infrastructure constructed in Edgerton and provide a balanced approach to construction inspection and observation.

BG Consultants has prepared the attached Agreement to provide the construction observation services for the 207th Street Phase II project. The Agreement includes a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed daily reports of construction activity, reviewing testing reports and pay estimates, etc.

The term of the Agreement anticipates the project will be complete by December 31, 2019. The Agreement includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed.

This project will be paid for initially by the City of Edgerton, but the City will be reimbursed at full cost by Edgerton Land Holding Company.

The Agreement is under review by the City Attorney. He will review with City Council any suggested revisions he may have.

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

Funding Source: Reimbursement from Edgerton Land Holding Company

Budget Allocated: N/A

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

<p>Recommendation: Approve An Agreement With BG Consultants For Construction Administration and Observation Services for the 207th Street Phase II- East of Waverly Road Construction Project</p>

Enclosed:

- Draft Agreement with BG Consultants

Prepared by: Scott Peterson, Assistant City Administrator



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Construction Administration and Observation Services for
207 th Street and Waverly Road
Edgerton, Kansas

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

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

SECTION 1 – DEFINITIONS

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

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

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

2.2 GENERAL DUTIES AND RESPONSIBILITIES

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

Name:	David J. Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-727-7278

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain: a) workers compensation insurance in an amount at least equal to that required by applicable law; (b) comprehensive general liability insurance in the amount of at least \$1,000,000.00; (c) automobile liability insurance in the amount of at least \$1,000,000.00; and (d) professional liability insurance in the amount of at least \$1,000,000.00. Such insurance will be with insurance carriers that are acceptable to the CLIENT and the policies evidencing such insurance will be in a form acceptable to the CLIENT. The comprehensive general liability insurance policy will name CLIENT as an additional insured. CONSULTANT will provide certification evidencing the insurance coverages named above. CONSULTANT agrees to inform CLIENT at least 30 days in advance of any termination or expiration of any of its insurance policies named above.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third

party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

- 3.1.6. **Legal, Insurance, Audit:** Except as otherwise set forth herein, the CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	PO Box 255, 404 E. Nelson St.
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before June 1, 2020. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** Reimbursable expenses plus ten (10) percent shall be charged. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30)

days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

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

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or

partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

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

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; and (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials harmless from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

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

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

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

5.8 NO THIRD PARTY BENEFICIARIES

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

5.9 LIMITATION OF LIABILITY

- 5.9.1. CONSULTANT's Liability Limited to Stated Amount, or Amount of CONSULTANT's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, CONSULTANTS or its Consultants' services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$500,000.00 or the total compensation received by CONSULTANT under this Agreement, whichever is greater. Higher limits are available for an additional fee.
- 5.9.2. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

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

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

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

5.13 FIELD REPRESENTATION

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

5.14 HAZARDOUS MATERIALS

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

5.15 AFFIRMATIVE ACTION

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

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

BG Consultants, Inc.

By:



Printed Name: David J. Hamby, P.E., CFM

Title: Vice President

CLIENT:

City of Edgerton, Kansas

By:

Printed Name: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

207th Street and Waverly Road Street and Storm Sewer Improvements
Edgerton, Kansas

I. PROJECT LOCATION AND DESCRIPTION

- a. Provide professional services described as follows: Provide construction administration and observation services for the construction of the 207th Street and Waverly Road Improvements in Edgerton, Kansas.

II. INFORMATION GATHERING

- a. Meet with Edgerton staff to determine specific project needs and general project desires of the CLIENT. Receive and review available information, reports and plans.

III. CONSTRUCTION OBSERVATION

- a. Perform construction observation of the Project as required.
- b. Keep CLIENT informed of any significant issues, problems, or changes to the plans during construction.
- c. Provide detailed daily reports of construction activity, review testing reports, calculate quantities and review pay requests, provide technical support in the field to City Staff, serve as the conduit for communication between the Contractor and the CLIENT, make recommendation on disposition of questionable product and attend progress meetings with the project team.
- d. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- e. At completion of project, assist the Design Engineer in providing as-built drawings to CLIENT for their permanent records.

IV. SCHEDULE

- a. Provide construction observation services on days and times as required to observe and document work being performed by the contractor.

EXHIBIT 2

COST AND SCHEDULE

2019 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2019</u>
PRINCIPAL 3	\$260.00
PRINCIPAL 2	\$230.00
PRINCIPAL	\$207.00
PROJECT ENGINEER IV	\$189.00
PROJECT ENGINEER III	\$166.00
PROJECT ENGINEER II	\$155.00
PROJECT ENGINEER I	\$132.00
SENIOR DESIGN ENGINEER	\$151.00
DESIGN ENGINEER	\$122.00
ASSISTANT DESIGN ENGINEER	\$105.00
ARCHITECT	\$197.00
PROJECT ARCHITECT	\$155.00
DESIGN ARCHITECT	\$117.00
ASSISTANT ARCHITECT	\$95.00
TECHNICIAN II	\$115.00
TECHNICIAN I	\$97.00
SENIOR CONSTRUCTION OBSERVER	\$113.00
CERTIFIED CONSTRUCTION OBSERVER	\$100.50
CONSTRUCTION OBSERVER	\$90.50
SENIOR PROJECT SURVEYOR	\$188.00
PROJECT SURVEYOR	\$140.00
ASSISTANT PROJECT SURVEYOR	\$86.00
FIELD SUPERVISOR	\$109.00
SURVEYOR II	\$79.00
SURVEYOR I	\$67.50
CAD SYSTEM AND OPERATOR	\$107.50
CLERICAL	\$60.00

Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

EXHIBIT 3
SPECIAL PROVISIONS

None.

City Council Action Item

Council Meeting Date: July 25, 2019

Department: Administration

Agenda Item: Consider an Agreement with the Government Finance Officers Association (GFOA) for Business Process and ERP Advisory Services

Background/Description of Item:

At the CIP work session on June 7, 2018, staff discussed the need to replace the current financial software with the Council. Staff explained the reasons for this request, some of which included:

- The software is Microsoft Access based. Microsoft has indicated for several years that they will likely stop supporting Access in the intermediate future.
- Staff experiences issues with the software on a regular basis. The issues require staff time to place a support call and to work the issue until it is resolved.
- System updates are difficult to apply and often contain bugs when first deployed.

Council agreed in concept to begin the process of looking at new software. At the October 18, 2018 CIP work session, Council agreed to include a project for the exploration process for new software and funded it in 2019.

Staff recommended that this first phase of the software acquisition project include the services of a consultant to help the City through all aspects of the process and to help ensure the success of the project. Reasons to hire a consultant include:

- Industry knowledge - the consultants that specialize in software acquisition/implementation work deal in the technology industry every day. They know who the companies are, what software solutions they offer and what those solutions cost. They also stay abreast of the trends in the software industry.
- An unbiased 3rd party to assist the City – there are firms that don't sell software nor do they work for the software companies. These consultants function much like the City's financial advisor – they only work for the City and are independent of all of the software companies.
- Support City staff – the consultant can help City staff through all phases of the project and can take on some of the tasks that staff doesn't have time for due to workload.

Phases of a software acquisition and implementation project include the following:

- Business process review and needs assessment
- Identify software requirements and develop a project budget
- Draft the Request for Proposals (RFP)
- Coordinate the RFP process

- Evaluate RFP responses
- Manage vendors during the RFP process
- Assist with contract negotiations
- Assist with oversight of the implementation

Staff issued a Request for Qualifications (RFQ) for Business Process and ERP (Enterprise Resource Planning) Advisory Services on May 15, 2019. The RFQ was advertised in the Gardner News, placed on the City's website and emailed to three firms. The City received two responses: (1) High Touch Technologies; and (2) the Government Finance Officers Association.

Staff reviewed the proposals, interviewed both firms and checked references. Based on the results of these procedures, staff unanimously recommends hiring GFOA for the following reasons:

- GFOA has worked with over 500 local governments of all sizes and geographic locations on projects just like the City's project and has become a nationally recognized leader in the ERP system market.
- GFOA is a unique organization because it is a non-profit membership-based association focused on supporting local governments.
- GFOA can leverage past experience on consulting projects with other local governments, market research and member networks to assist the City with its project.
- Members of the project team that would be assigned to the City have worked in local government during their careers.

The agreement with GFOA is attached. GFOA charges for the services on a fixed price basis which includes all travel expenses incurred by GFOA staff. The fixed cost price for the contract is \$43,500.

Optional services can be performed by GFOA at the rate of \$225/hour. These services are services not included in the scope of the agreement and can include tasks such as policy revision/development, detailed implementation plan development, etc. Staff has the option of performing these tasks themselves or getting assistance from GFOA depending on workload.

The budget allocated during the CIP work session on October 18, 2018, is adequate to cover the fixed price contract cost with GFOA as well as some optional services should staff determine there is need for further assistance from GFOA.

At publication time, the City Attorney and staff were still working with GFOA on some changes to the contract language. The City Attorney will review any changes with Council at the meeting.

Related Ordinance(s) or Statue(s): n/a

Funding Source: Capital Projects Fund

Budget Allocated: \$75,000 was allocated to the ERP Software Exploration Project at the October 18, 2018 CIP Work Session.

Finance Director Approval:

x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Approve the agreement with GFOA for Business Process and ERP Advisory Services subject to approval by the City Attorney.

Enclosed: Agreement with GFOA

Prepared by: Karen Kindle * Finance Director

MASTER SERVICES AGREEMENT

This Agreement for Consulting Services (this “**Agreement**”) is entered into as of July 25, 2019, between the City of Edgerton, Kansas a municipal corporation, having its offices at 404 East Nelson, Edgerton, KS 66021 (the “**Government**”) and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 (“**Consultant**” or “**GFOA**”).

RECITALS

WHEREAS, the Government desires to hire Consultant to perform certain services and Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

- A. “**GFOA Engagement Manager**” shall mean Mike Mucha, GFOA Director, Research and Consulting
- B. “**Contract Administrator**” shall mean Karen Kindle, Finance Director

II. TERM

This Agreement shall become effective as of the date of this agreement, and shall remain in effect until all Services (as defined below) are performed by Consultant unless sooner terminated as provided in this Agreement.

III. SERVICES

- A. General Scope: Consultant shall perform the work and services as described in Exhibit A, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the “**Services**”).
- B. Standard of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to high professional standards in the field of public finance. Consultant shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by Consultant.

- C. Compliance with Applicable Law: Consultant shall perform the Services under this Agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: Consultant shall provide the Services to the Government at one or more locations mutually agreed upon by the Contract Administrator and GFOA Engagement Manager.

IV. RELATIONSHIP OF PARTIES

- A. Independent Contractor: Consultant is an independent contractor and shall not be deemed a partner or agent of or joint venturer with the Government. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the Government. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.
- B. No Interest: Consultant hereby acknowledges that it (i) has no personal or financial interest in the project requiring the performance of the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services hereunder; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under this Agreement.

V. PUBLICATIONS

As an educational, nonprofit, professional membership association, Consultant reserves the right to publish non-confidential documents describing the results of, or created during, the Services performed under this Agreement.

VI. PROPRIETARY ITEMS

All work product, reports, presentation materials, or documentation created for the Government as a result of the Services provided hereunder (“**Deliverables**”) shall be the property of the Government. The Government acknowledges that Consultant conducts ongoing research and consulting services for other governments and has accumulated expertise in this field. Consultant will retain all right, title, and interest in and to all concepts, ideas, methods, processes, techniques, tools, solutions, trade secrets, research data, or know-how that Consultant has developed before and during this engagement (“**GFOA Intellectual Property**”). In particular, in the course of performance hereunder, Consultant may use (and authorizes the Government’s personnel to use) certain GFOA Intellectual Property to assist in engagement completion. The Government shall not have or obtain any right or title to or interest in such GFOA Intellectual Property (or in any modifications or enhancements thereto). Consultant makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

VII. COMPENSATION OF CONSULTANT

The Consultant shall be paid on the basis of a firm fixed price of \$43,500 for the Services. The parties acknowledge that additional services, such as policy revision/development, detailed implementation plan development or other more in depth services are not included in the scope of services. Such optional services and will be billed at a rate of \$225/hour if the City chooses to utilize these optional services. Payment shall be made by the Government to Consultant on the basis of Services and the work product rendered as shown in Exhibit A, following the Government's receipt of an invoice, which invoice shall be due within thirty (30) days of the date thereof (the "**Payment Date**").

GFOA's preference is to email invoices after completion and acceptance of Deliverables and other payment milestones. Invoices shall be emailed to:

Karen Kindle at kkindle@edgertonks.org

VIII. INSURANCE

Consultant agrees to procure and maintain in effect during the term of this Agreement insurance policies in the amount and with the type of coverage shown below. Consultant agrees to furnish an acceptable certificate(s) of insurance identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better and authorized to do business in the State of Kansas.

1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The Certificate of Insurance shall include a per project aggregate endorsement and shall name the City, its officers, officials, employees and agents as additional insureds on a primary basis.
3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles. The Certificate of Insurance shall name the City, its officers, officials, employees and agents as additional insureds.
4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.
5. Umbrella/Excess Liability insurance with limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate.
6. Waiver of Subrogation – the Consultant, and in addition, its insurers through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers

compensation and employers liability insurance maintained per the requirements stated above.

IX. INDEMNIFICATION; LIMITATION ON LIABILITY

- A. Mutual Indemnification: Subject to any limitation set forth below in Clause B, each party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other party (the “**Indemnified Party**”) and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, “**Losses**”) related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the acts or omissions of the Indemnifying Party or any of its employees and/or agents.
- B. Limitation of Liability: Consultant’s liability for any matter arising under this Agreement or from any transaction contemplated herein, including without limitation the provision of the Services, shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Consultant’s insurance policies as set forth in Section VIII (the “**Liability Cap**”). The Government acknowledges that the Liability Cap is a material term upon which Consultant has relied in entering into this Agreement and that Consultant would not have entered into this Agreement in the absence of such provision.

X. ACCEPTANCE AND RELEASE

The Government shall be deemed to have accepted all Services in a given Phase and the work product resulting therefrom upon the earlier to occur of: (i) the Government’s payment of the invoice received from Consultant in respect of the Services; or (ii) the Payment Date; *provided, that* prior to such date the Government did not provide written notice to Consultant that it believes Consultant has breached this Agreement. Upon such acceptance, the Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

XI. DISCLAIMER

The Government hereby acknowledges that (i) Consultant is not the software provider or systems integrator, (ii) Consultant’s role is to provide information, analysis and advisory services, and (iii) the decision on a software and services vendor is solely that of the Government. Accordingly, the Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of the software, hardware, or implementation services.

XII. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provisions of all applicable laws and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex.

XIII. TERMINATION OF AGREEMENT AND RIGHTS UPON TERMINATION

- A. Termination without Cause: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.
- B. Termination for Cause: Either party may immediately terminate this Agreement in the event that (i) the other party seeks protection under the bankruptcy laws (other than as a creditor) or (ii) any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such other party's assets.
- C. Effect of Termination: If the Services are terminated under this Section XIII, (i) Consultant shall provide to the Government all work product completed through the date of termination, (ii) each party shall return to the other party any and all Confidential Information of the other party and all other information, data, software, documentation or equipment in its possession or control which the other party has supplied to such party, and (iii) the Government shall pay Consultant all fees charged through the date of termination on a time and materials basis using rates shown in Exhibit A.
- D. Survival: The provisions of Sections V, VI, VII, IX, X, XI, and XIII, and any definitions provided herein for purposes of aiding in the interpretation of this Agreement, shall survive any termination of this Agreement.

XIV. OBLIGATIONS OF THE GOVERNMENT

- A. The Government agrees to give Consultant access to staff and the Government owned properties as required to perform the Services under the Agreement.
- B. The Government shall immediately notify Consultant in writing of any defects in the Services upon the Government's actual notice of the same.

XV. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.

XVI. DISPUTES

In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the Government and Consultant. Consultant and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

XVII. NOTICE

All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, to the Administering Department, care of the Contract Administrator or to the GFOA Engagement Manager, as the case may be, at the address stated in this Agreement or such other address or facsimile number as either party may designate by prior written notice to the other.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof; supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof; and shall be binding upon the parties' respective successors and permitted assigns.

XIX. AMENDMENTS

Any modifications to this Agreement shall be made only in writing, signed by the duly authorized representatives of both parties, and a copy shall be attached to the original Agreement.

XX. SEVERABILITY OF PROVISIONS

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

XXI. CHOICE OF LAW

This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Kansas.

XXII. INTERPRETATION

The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word "including" herein shall, unless otherwise indicated, be interpreted to mean "including, but not limited to."

XXIII. WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.

By the signatures of their duly authorized representatives below, Consultant and the Government, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

GFOA

BY:

PRINT NAME:

PRINT TITLE:

DATE:

GOVERNMENT

BY:

PRINT NAME:

PRINT TITLE:

DATE:



Government Finance Officers Association

Research and Consulting Center

Prepared for:



City of Edgerton, KS

Business Process and ERP Advisory Services

Note: *This proposal and description of GFOA methodologies is for the entity listed above.*

June 12, 2019



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, IL 60601-1210

312.977.9700 fax: 312.977.4806

June 11, 2019

City of Edgerton

Karen Kindle

404 E. Nelson

Edgerton, KS 66021

EMAIL: kkindle@edgertonsks.org

Dear Karen,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Edgerton in response to its solicitation for business process and ERP advisory services.

More than 500 governments, including many small cities, have found value in our high level of expertise and our detailed approach to ERP projects. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice-focused consulting services consistent with our mission to improve government management.

If you have any questions or would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha

Director, Research and Consulting Center

Government Finance Officers Association

Phone: 312-977-9700

Fax: 312-977-4806

Email: mmucha@gfoa.org

Washington, DC Office

660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



TABLE OF CONTENTS






About GFOA	3
Scope of Work	4
Task 1: Project Planning	4
Task 2: Process Design and Requirements.....	4
Task 3: RFP Development.....	5
Task 4: Ongoing Advisory Services	5
Task 5: Contract Negotiations.....	5
Pricing	6
Schedule	6
Key Staff	7
References	8
Sample Contract.....	Error! Bookmark not defined.



About GFOA

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 20,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice in the public sector. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process.

 GFOA Strategic Focus	
 Resource.	GFOA will bring many resources to this project. Our best practices, ever-evolving templates, lessons learned, tools, and most importantly, our knowledgeable consultants bring information and past project experience to the City.
 Educator.	GFOA prioritizes training throughout our consulting approach. We want you to be successful and we understand that means having the information, skills, and perspective necessary at the City in the long-term.
 Facilitator.	GFOA's strength is in our network of past clients and overall members. GFOA's consultants will be your conduit to this network. Business process questions or unique issues with City requirements can be explored with other GFOA members.
 Advocate.	Above all else, GFOA will be your advocate. We will champion best practices. We will work to identify and mitigate risk. We will also work hard to set the City up for a successful implementation and adoption of best practices.



Scope of Work

Task 1: Project Planning

No project can be successful without proper planning and tools to manage the effort. Working together, the GFOA and the City project manager will prepare the following tools that will be essential to project coordination. GFOA will also work to ensure representatives from the other local governments in scope are part of the overall project planning efforts.

- **Project Plan** – GFOA will prepare a project plan in Microsoft Project. This document identifies all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.
- **Project Documentation** - If the City uses a website or other collaboration tool for project and document management, we will discuss early on in the project how we can use this for sharing documents and information across the larger project team. If desired, GFOA can also host a website with collaboration tools specifically for this project.
- **Project Management** – GFOA will participate in regular project management meetings and provide a regular (monthly) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA's milestones and deliverables.

Task 2: Process Design and Requirements

For every ERP project, GFOA believes that governments should focus the procurement on a set of functional requirements that describe key tasks, calculations, processes, and other outcomes the system must complete. As part of the project, requirements development focuses defining what needs to be completed rather than how the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built-in processes to make the City more efficient.

To gather information on the City's business process and needs for a system, GFOA will use a variety of on-site meetings, video/conference calls, surveys, or interviews. If the City has documented business requirements, GFOA will review those and incorporate comments/suggestions based on comparison to GFOA best practices and past consulting experiences. If documentation does not exist, GFOA will work with staff to facilitate a mapping session and prepare high-level as-is documentation to serve as reference point for any to-be discussion.



GFOA will provide all analysis, documentation, and process design recommendations as a deliverable. Using this documentation and for each step in the business process, we will determine both the system requirements and implementation requirements, and document them using a Microsoft Excel template that will be included in the eventual request for proposals (RFP).

Task 3: RFP Development

In parallel with Task 2, GFOA will work with the City to prepare an overall procurement strategy designed to accomplish the organization's requirements and business goals, and mitigate risks during the project.

The procurement strategy will define the scope of the RFP and the strategic choices for how the RFP is written, and identify a specific plan for moving forward into the procurement process.

In this phase, GFOA will also develop a detailed RFP document. GFOA's RFP format is designed to remove disparity between proposals and to provide as much of an apples-to-apples comparison as possible. In addition, GFOA develops all RFPs with the end goal in mind – a contract that mitigates risk and leads to a successful project.

Task 4: Ongoing Advisory Services

For this part of the project, GFOA will provide proposal analysis, coaching, overall guidance, and planning assistance. GFOA's methodology is based on a series of elevations that "promote" proposals to the next level of evaluation. Through defined steps, vendors will be evaluated and scored according to pre-defined criteria, with the top vendors moving on to compete at the next step. GFOA's standard evaluation process includes four steps, shown below

- Written proposal analysis
- Software demonstration and implementation presentations
- Discovery

GFOA can provide services at an hourly rate for Task 4.

Task 5: Contract Negotiations

One of the most valuable services that GFOA provides its clients is the negotiation of software contract and implementation service agreements. Too often, governments are pitted against software vendors that have negotiated contracts many times before. Understandably, software vendors and their implementation partners want to maximize profit and minimize risk. GFOA has developed a unique contracting methodology, using our membership network, to benchmark prices and terms. We propose to use this methodology – which also ensures that GFOA's best practices are included in the contract – for this engagement.



GFOA will be involved with developing a software license contract, software maintenance agreement, hosting agreement, software-as-a-service agreement, implementation services agreement or any other required to procure the chosen vendor's proposed solution. In addition, GFOA will take the lead in developing the statement of work, a critical document. The statement of work outlines responsibility for the implementation, and it is the primary reason GFOA consultants provide such a high level of detailed analysis throughout the procurement. GFOA will ensure that the City's statement of work is defined to a fine level of detail in order to prevent any unnecessary issues or misunderstandings during implementation.

Pricing

Unless noted, all pricing is provided as a fixed fee inclusive of all travel costs incurred by GFOA staff. GFOA will invoice for project deliverables upon completion of project deliverables. We also understand that projects may face delays, require additional analysis than what was originally planned, or may require additional effort to address risks as they come up during the project. We commit to honoring our fixed price to deliver a successful project.

Task/Deliverable	Milestone	Price
1	Project Planning	
1	Project Management Documents	Included
2	Process Design / Requirements	
2	Business Process Review	\$15,000
3	Requirements	\$5,000
3	RFP	
4	RFP	3,000
5	Evaluation Planning	Included
4	System Selection	
6	Hourly Services	\$12,000
5	Contract Negotiations	
7	Contract Negotiations	\$8,500
TOTAL (not including optional services*)		\$43,500

*Optional services are services not included in the task descriptions listed earlier in this document. Optional services are billed at the rate of \$225 per hour.

Schedule

GFOA has proposed the following high-level schedule to complete all work described in this proposal. This proposed schedule is provided for information and discussion and



based on project start dates in August 2019. GFOA is open to adjusting schedules based on DHS feedback to better align work tasks to DHS priorities.

Proposed Schedule	Months														
	8	9	10	11	12	1	2	3	4	5	6	7	8	9	
Task 1: Project Planning															
Task 2: Process Design / Requirements															
Task 3: RFP															
Task 4: Ongoing Advisory Services															
Task 5: Contract Negotiations															

Key Staff

Mike Mucha, Director, Research and Consulting



Mike Mucha joined GFOA in 2006 and is now the Director of the Research and Consulting Center. In this role, Mike oversees GFOA consulting projects, research activities, the *Government Finance Review*, planning for GFOA training and conference, the GFOA website, and other strategic initiatives for GFOA. Mike also leads GFOA's consulting practice and focuses on providing guidance to local governments on how to use technology more effectively, improve business processes and administrative practices, and implement best practices in financial management. Mike has managed projects for both large and small governments, regularly speaks at GFOA

training events, and has written numerous articles on public sector enterprise technology applications.

Some recent clients included the City of Eugene (OR), City of San Luis Obispo (CA), Pasco County Schools (FL), Orange County Schools (FL), City of Spokane (WA), City of Longmont (CO), City of Hayward (CA), Sonoma County (CA), Yolo County (CA), the City of Westerville (OH), and the City of Aspen (CO).

Education

- B.B.A in Economics, University of Iowa
- M.S. in Public Policy and Management, Carnegie Mellon University



Ryan Lawler, Senior Manager



Ryan Lawler is a Senior Manager in the Research and Consulting Center. He participates in research projects, consulting engagements, and on-site needs assessments. In addition to consulting, Ryan staffs GFOA's Committee on Governmental Debt Management and organizes the Research and Consulting Center's debt management training materials for on-line and classroom course offerings. He worked with the City of Dallas, TX in several capacities prior to joining GFOA. He has experience in developing and monitoring operating and capital budgets, debt issuance analysis, program management, and fleet procurement.

Ryan has managed GFOA's projects in Myrtle Beach (SC), City of South Bend (IN), City of Roseville (CA), Douglas County, (KS) and others.

Education

- BGS, University of Kansas
- MPA, University of Kansas



References



City of Hayward

Contact Clancy Priest
Phone: 925-314-3327
Email: CPriest@danville.ca.gov
(Clancy Priest was IT Director for the City of Hayward during the project. He is now with the Town of Danville).



City of Shafter

Contact Jim Zervis
Phone: 661-746-5001
Email: jzervis@shafter.com



City of Westerville, OH

Contact Gina Love
Phone: 614-901-6442
Email: Gina.love@westerville.org

City Council Action Item

Council Meeting Date: July 25, 2019

Department: Community Development

Agenda Item: Approval of Ordinance No. 2015 adopting the Planning Commission's Recommendation to Approve an Amendment to the Edgerton Unified Development Code to Include an Updated Version of Article 12 - Sections 12.1 through 12.12.

Background/Description of Item:

The City of Edgerton's Uniform Development Code (UDC) was adopted to encourage the most appropriate use of land and to insure the logical and compatible growth of various districts within the City. The UDC is intended to implement the planning goals and policies contained in the Comprehensive Plan 2000-2020, other planning documents, and policies of the City Council and Planning Commission.

The current UDC was initially adopted in 2004 (Ordinance 758) and has been revised several times. The most recent revisions occurred in June 2019 with changes made to Article 4 – *Commercial Zoning Districts* and Article 10 – *Site Plan and Design Standards*. It has been the goal of city staff in 2019 to review and revise the UDC so that it remains relevant as it relates to growth and development within the boundaries of the City of Edgerton, while complimenting Edgerton's Comprehensive Plan and the Governing Body's vision for the growth of Edgerton.

Like the updates done in June 2019, this was a multi-step process which was undertaken with the input, direction, guidance and oversight of the Planning Commission. Discussions were held during several Planning Commission public hearings and work sessions. At the December 11, 2018 Planning Commission Meeting, a public hearing was opened for Application UDCA2018-01 regarding revisions to *Article 12 – Sign Regulations* of the City of Edgerton's Uniform Development Code (UDC). The public hearing was continued during the January 8, 2019 Planning Commission Meeting and was closed during the February 12, 2019 Planning Commission meeting. During each continuance of the public hearing, an opportunity for the public to provide input was given. No public comments were provided.

In revising the content of Article 12, staff compiled feedback from Planning Commission, gathered content from peer cities and researched current industry practices. This revised article was reviewed with the Planning Commission at their meeting on July 9. Staff has revised sections 12.1 through 12.11 in their entirety. Section 12.12 contains tables which relate to specific sign types by district and it will be revised as individual zoning districts are

revised and brought forward. At this time, only the Commercial Districts (C-D, C-1, C-2, C-3) were updated with regards to permanent signage requirements. Several significant changes were made including changing the height allowed for pole signs and the requirement of a Conditional Use Permit when they are brought forward for consideration. Two different types of monument signs are proposed, including a taller one which would be allowed adjacent to interstates and highways. No changes were made to the existing sign code related to General Signs, Residential Zoning Districts, or Manufacturing Districts – see attached Tables 12-1 through 12-4.

It was the Planning Commission's recommendation to move forward to the Governing Body for adoption, the version of Article 12 included in this packet. The City Attorney has reviewed the entire content of this revised article and determined that no content is in conflict with Kansas State Statute or recent Supreme Court rulings related to sign content regulations.

Related Ordinance(s) or Statue(s): City of Edgerton Ordinance 758

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval of Ordinance 2015 adopting the Planning Commission's Recommendation to Approve an Amendment to the Edgerton Unified Development Code to Include an Updated Version of Article 12 - Sections 12.1 through 12.12.

Enclosed: Revised *Article 12 – Sign Regulations - Sections 12.1 through 12.12*
Planning Commission Staff Report – July 13, 2019 Meeting
Draft Minutes of July 13, 2019 Planning Commission Meeting
Ordinance 758 (original adoption of Unified Development Code)
Ordinance 2015

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 2015

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE AN UPDATED VERSIONS OF ARTICLE 12, SECTIONS 12.1 THROUGH 12.12.

WHEREAS, on July 9, 2019 the City of Edgerton Planning Commission met and reviewed proposed updates to the City of Edgerton Unified Development Code. More specifically it considered revisions to Article 12 *Sign Regulations, Sections 12.1 through 12.12*; and

WHEREAS, at that meeting the Edgerton Planning Commission voted to approve the above described amendments to the City of Edgerton Unified Development Code and has recommended to the City Council approval of the same; and

WHEREAS, the City Governing Body, upon recommendation of the Planning Commission, and after reviewing the proposed amendments to the City of Edgerton Unified Development Code, finds that the amendments to the City of Edgerton Unified Development Code should be approved.

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

Section 1. The proposed amendments to Article 12 *Sign Regulations, Sections 12.1 through 12.12* of the City of Edgerton Unified Development Code are hereby approved by the Council.

Section 2. 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 which are inconsistent or in conflict herewith are hereby repealed.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 25th day of July, 2019.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM

LEE W. HENDRICKS, CITY ATTORNEY

Article 12 Sign Regulations

Section 12.1	Intent and Purpose
Section 12.2	Applicability
Section 12.3	Permits
Section 12.4	Exemptions
Section 12.5	Prohibited Signs
Section 12.6	Nonconforming Signs
Section 12.7	General Restrictions
Section 12.8	Design, Material, and Construction
Section 12.9	Special Sign Regulations
Section 12.10	Severability and Substitution
Section 12.11	Sign Terminology and Definitions
Section 12.12	Permitted Signs

- 12.1 Intent and Purpose.** The Edgerton Governing Body and the Planning Commission finds that an unregulated proliferation of signs results in visual clutter, is harmful to aesthetics and property values, contributes to traffic hazards, and is not productive to the goals of community development. It is the intent and purpose of this section to establish a level of visual quality for signs by limiting the type, place, size, manner, height and materials of signs and advertising devices in the City of Edgerton. This section provides minimum standards to insure traffic safety; safeguard life, health and property values; provide guidelines for the maintenance of signs; reduce distractions and obstructions by signs that would adversely affect traffic safety, and to alleviate hazards caused by signs projecting over or encroaching upon public ways; ensure that signs provide orientation and adequately identify new uses and activities; and, preserve or enhance small town character by encouraging new and replacement signage that is:
- A. Conducive to Public Safety
 - B. Creative and distinctive
 - C. Compatible with the surroundings;
 - D. Appropriate to the general type of activity to which it pertains;
 - E. Expressive of the identity of individual persons and entities; and
 - F. Appropriately sized in its context.
- 12.2 Applicability.** No sign may be erected, placed, painted, established, or maintained in the City of Edgerton except in conformance with the standards, exemptions and procedures set forth in this Article. Signs located in the L-P District must also comply with the regulations contained in Article 5 of the Unified Development Code as it relates to signage for that District. Specifically, this section is intended to:
- A. Establish a permit system to allow various types of signs, subject to the standards and permit procedures contained herein;
 - B. Allow certain signs that are unobtrusive and incidental to the principal use of land;
 - C. Prohibit all signs not expressly permitted by this Article;
 - D. Provide for the enforcement of these provisions.
- 12.3 Permits.** Unless exempted by this Article, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or advertising device (as defined in this section) without first obtaining a sign permit.

An application for a sign permit shall be made on the appropriate form provided by the Zoning Administrator and shall include the following at time of submission:

- A. Two sets of plans drawn to scale, indicating the sign location, size, type, materials of both sign and structure if applicable, method of illumination, colors, method of attachment and general layout are required with the application.
- B. A Sign Fee, established within the Fee Schedule for the Unified Development Code, shall be submitted with the sign application.
- C. Upon initial review of the sign permit application and materials, the Zoning Administrator may require additional information to demonstrate compliance with this section.
- D. If submitted as part of a Site Plan approval, the sign shall be designed in accordance with these regulations and all items listed in A through C above shall be included with the Site Plan submission.
- E. Approval of a sign permit does not authorize the maintenance of an unlawful sign and does not constitute a defense in an action to abate an unlawful sign.
- F. Once approved by the Zoning Administrator, any changes to the approved sign design must be resubmitted for approval to insure compliance with these regulations.

12.4 Exemptions. The followings signs and devices shall be exempt from the provisions of this Article:

- A. Official signs erected by a city, or county, State of Kansas, or the federal government.
- B. Signs erected for public information, safety or direction by any utility, governmental authority, or public service district.

12.5 Prohibited Signs.

- A. No sign shall be erected in any location where, by reason of position, location, shape, or color, it interferes with or obstructs the view of pedestrian or vehicular traffic.
- B. A sign that is an attention/attraction that rotates or is animated, or consists of pennants, ribbons, streamers, sheets, spinners, or other moving device not specifically allowed by these resolutions - except for use as a Temporary Sign.
- C. Any sign which may be confused with an authorized traffic sign, signal, device, or emergency sign is not allowed.
- D. Pole signs are only allowed as a Conditional Use in the C-2 and C-3 Zoning Districts and are subject to the regulations in Section 12.9 and Article 7.
- E. Any sign (including its enclosing structure) that is located on a building or premises which becomes vacant or unoccupied for a period of six months or more, or any sign which pertains to time, event, or purpose which no longer applies, or exists shall be deemed to be abandoned. An abandoned sign shall be removed by its owner or the owner of the premises within thirty (30) days of notification from the Codes Enforcement Officer and the facade or land area site shall be restored to its normal appearance.
- F. The following specific sign types are not allowed:
 - 1. Roof or rooftop signs;
 - 2. Exterior exposed neon tube signs are not allowed on building exteriors. These types of signs may be used in a window if it meets the defined parameters for the Zoning District;
 - 3. Flashing signs and signs that convey movement;

4. Off-premises signs unless allowed by type in a specific Zoning District;
5. Billboards;
6. Signs with glaring illumination.
7. Any sign mounted on, attached or displayed on a trailer or motor vehicle, whether operable or inoperable that is placed on the premises (this does not apply to trucks, delivery vehicles or other vehicles that are parked on the premises during normal operations or to Temporary Signs which have obtained a sign permit;
8. Obscene material. Any obscene signs, flags, banners of any type are prohibited. Obscene is defined as any material specifically defined by Kansas Statutes (K.S.A. 21-6401).

12.6 Nonconforming Signs. Signs which were erected or established prior to the effective date of this ordinance, and are not in conformance with these regulations, may continue to exist subject to the following conditions:

- A. Such sign shall not be structurally altered or moved unless the altered sign conforms to these regulations. However, the sign may be maintained and repaired, and the display may be changed provided it is not larger in area than the existing signage.
- B. If any nonconforming sign is abandoned for a period of sixty (60) days, it must be removed from the premise. Any replacement sign shall be in conformance with these regulations.
- C. Any nonconforming sign that has been damaged by fire, wind, explosion or other means to the extent that fifty percent (50%) or more of the sign has been destroyed shall be restored or rebuilt in conformance with the sign regulations. Any sign destroyed less than fifty percent (50%) may be restored or rebuilt to its condition prior to its damage.
- D. Such sign is not in violation of any state or federal law or regulation.

However, this exemption does not extend to signs which were erected in violation of the provisions of the UDC at the time at which the sign was erected.

12.7 General Restrictions

- A. All signs shall be well-maintained, be of safe and sound structural condition and in compliance with all applicable provisions of the building codes of the City of Edgerton. All signs must have a clean and neat appearance. The land adjacent to signage located on the ground shall be kept free from weeds and trash. If signs are not being maintained as described, the City may make order that the sign be removed.
- B. No sign shall be attached to any tree, fence, or utility pole, except signs issued or properly posted by a utility, public authority, or agency of government.
- C. No sign shall be erected or allow to project into a public right-of-way or on a public easement.
- D. No private sign shall be erected or maintained on public property without express permission of the Governing Body.
- E. If the Codes Enforcement Officer finds that any sign or advertising device is unsafe or in disrepair he/she shall notify the property owner in writing. The owner shall immediately remove or repair the sign to bring it into compliance and/or make it safe. If the owner fails to remove or repair the sign within 10 days, the City may bring a nuisance action, or any other means of enforcement to compel the owner to remove or repair such sign.

12.8 Design, Material, and Construction.

A. Design.

1. Sign Area - In determining the area of a sign face, the following is applicable:
 - a. The sign face includes the advertising surface and any framing, trim, molding, cabinet, panel or any visually or architecturally distinct area enclosing the copy, logo and any other graphic component of the sign.
 - b. Where individual letters or graphics are used, and no distinct enclosed area is present, the sign face is the rectangle, box, circle, or other regular geometric shape, or combinations thereof, enclosing the letters, logo or other graphic elements.
 - c. If a sign is composed of letters only, with no connection by the advertising structure between the letters, the copy area shall be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. If one letter is unequally large or small in comparison to the other letters composing the sign, the unequal letter shall be square off, the remaining letters shall be measured from the outside edges and the two areas added together for a total copy area determination.
 - d. The area of all signage (wall, window, awning, etc.) on one building (standalone or multitenant) shall not exceed ten (10) percent of the wall area of the wall façade on which multiple signs are located.
2. Monument Signs - Design standards for all monument signs are as follows and are in addition to the specific requirements outlined by Zoning District in Tables 12-1 through 12-7:
 - a. Base & Support Structure
 - i. Monument sign must be built on a solid base.
 - ii. Monument signs shall incorporate a supporting base that is a minimum of 50 percent of the width of the monument at its widest point.
 - iii. The base and support structure shall not exceed the sign face area by more than 10 percent.
 - iv. Base must be faced with appropriate materials (natural flagstone, rock, stone, river rock, brick, etc.) designed to match the look of associated buildings in texture and color.
 - v. Architectural elements should be provided on the top and/or sides of the sign.
 - b. Sign Face
 - i. The sign face area of a monument sign shall include the sign panel but not the sign base on which it is mounted.
 - ii. Each side of a double-faced monument sign is limited to the maximum allowable sign area.
 - iii. Cabinet-type signs with translucent panels or panels with reflective surfaces, including but not limited to acrylic fiberglass, plastic, or metal or channel letter signs with translucent backlit panels are prohibited.
 - iv. Artistic elements to the sign may include small areas of translucent, backlit surfaces that exceed no more than 5% of the total sign face.
 - v. Sign face shall provide individually cut letters including channel letter signs (may be Halo lit); stenciled panels with three-dimensional push-

- through graphics; cast letters and logos; case metal; or engraved.
- vi. Background of Sign face is encouraged to be comprised of natural design materials that are compatible with the building façade.
- vii. Electrical transformer boxes and raceways shall be concealed from public view.
- viii. The use of external lighting sources is permitted. External lighting shall be designed so that the light source is directed away or shielded from passersby, adjacent properties and motorists.
- c. Landscaping
 - i. The base of a monument sign shall be softened with landscaping sufficient to cover an area extending not less than 2.5 feet around the base of the sign.
 - ii. The applicant shall designate the area and the type of plantings in the sign permit application.
 - iii. Said landscaping shall not obstruct the sign face.
- B. Material. Except for Flags, Temporary and Window signs, all permanent signs shall be constructed of permanent materials supported by the ground, attached to a building, or affixed to another structure. Permanent Signs may be constructed from acrylic, fiberglass, plastic, DiBond, polycarbonate, marine grade plywood (MDO), redwood, aluminum, aluminum composite materials (ACM), plastic, metal, masonry materials, glass, tile, and/or other similar materials. Flags or Temporary signs may be constructed of sturdy fabric, canvas or vinyl. Window signs may be constructed of any of the above materials, or paper products.
- C. Construction.
 - 1. All illuminated signs shall be internally or indirectly illuminated. Neon tubes, incandescent bulbs, fluorescent tubes, and other sources of direct illumination that are exposed to the human eye are not permitted. Indirect illumination shall be directed away from pedestrian walkways and shall not shine into adjacent property or cause glare for motorists or pedestrians.
 - 2. All internally illuminated signs in residential districts shall be designed in such a way that light is reflected or directed away from any residential dwelling. (Ord. 827; 2007)
 - 3. All signs shall comply with all other Codes in effect relating to design, structural members and connections.
 - 4. Where ground is uneven or sloped the allowed height of the sign shall be measured from the average between the highest and lowest grades of the area where the sign is to be installed.

12.9 Special Sign Regulations

- A. Where person or entity (a "sub-tenant") leases space and conducts business within another person or entity (the "primary tenant"), but does not have an exterior business façade or an exterior door leading to their sub-tenant space, one wall sign is permitted for the sub-tenant provided the sub-tenant is a separate legal entity and not a department, division or subsidiary of the primary tenant and the total area for all the signs does not exceed the total allowable sign area. This section does not apply to enclosed shopping malls.
- B. Where any person or entity has an establishment located in a building and such person or entity has departments which may or may not have an exterior façade or door, such person or entity may have an additional two signs for individual departments

provided the total area for all signs does not exceed the total allowable sign area for wall signage (10% as determined by Section 12.8(1d)).

- C. The transfer of sign rights is permitted only in the C-1, C-2 and C-3 Zoning Districts and shall be governed by the following:
 - 1. A use that does not front on a main road may transfer monument signage rights to property located on a main or frontage road.
 - 2. Multiple uses on one-site may transfer all or part of their monument or wall sign rights to a single on-site monument or kiosk sign.

12.10 Severability and Substitution

- A. Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word in this Article is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of this Article or this Code.
- B. Substitution. Signs containing non-commercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to business signs.

12.11 Sign Terminology and Definitions. The following definitions shall be used to classify the type, shape and use of all signs in the City of Edgerton.

- A. **Abandoned Sign.** A sign, including the base, structure, pole or any other part, which no longer contains a message regarding the location of the premises on which the sign is located or regarding the activity conducted on the premises to which the sign refers.
- B. **Awning Sign.** A non-illuminated sign, painted on or attached to an awning. Only individual letters and/or logos may be painted, stenciled, or otherwise placed on these devices.
- C. **Banner Sign.** A sign made of a flexible, sturdy material and affixed to a structure, pole, line, or framing. This definition does not include official flags of any nation, county, municipalities, and national or internationally recognized nonprofit organizations.
- D. **Billboard Sign.** A freestanding outdoor advertising structure, on or off site, which advertises a product or service or relays a message to the public with a per face area greater than two hundred (200) square feet.
- E. **Blade (Projecting) Sign.** A sign extending from the face of the building to which it is attached, usually at a right angle.
- F. **Changeable Copy Sign.** A sign capable of displaying words, symbols, figures or images that can be electronically or mechanically controlled remotely or automatically.
- G. **Flag.** A piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a pole or staff, and used as the symbol of a nation, state, or organization.
- H. **Freestanding Canopy Façade Sign.** A sign placed on the canopy façade of a free-standing canopy. It may contain logo or word copy but is restricted to size requirements listed in the specific Zoning District.

- I. **Glaring Illumination.** Light of such brilliance and so positioned as to blind or impair the vision or affect the aesthetic value of the area.
- J. **Highway Adjacent Monument Sign.** A monument style sign which is allowed on parcels which are within close proximity to an interstate highway where a minimum of fifty (50) percent of the parcel is within 1) 800 ft. of the centerline of the highway or 2) 500 ft. of the right of way of the highway (whichever is less).
- K. **Institutional sign.** A sign identifying a club, association, school, hospital, church, fire station, cemetery or any other entity or facility.
- L. **Kiosk.** A free-standing sign monument sign designed to provide advertising space for two or more entities, activities or businesses on a single premises or group of contiguous premises. Signs are framed in a metal structure that is permanently affixed to the ground by means of a base.
- M. **Illumination.** (Internal) An internally-illuminated sign is one with the light source concealed or contained within the sign face itself, and which becomes visible in darkness by shining through a surface. (External) A sign illuminated by lights attached to the sign or placed on the ground or building.
- N. **Monument Sign.** A free-standing sign, independent of the building it serves, supported by a base constructed of materials consistent with said building. No poles or posts are visible. May be constructed of wood, synthetic materials, masonry or stone. The sign bottom is attached directly and permanently to the ground on a base while physically separated from any other structure. For purposes of this Article, the maximum height limit is measured from the natural or average grade.
- O. **Off-premises Sign.** A sign which displays any message directing attention to a business, product, service, profession, commodity, person, event, institution or other matter or entity that is not at or offered on premises.
- P. **On-premises Sign.** A sign which displays any message directing attention to a business, product, service, profession, commodity, person, event, institution or other matter or entity that is at or offered on premises.
- Q. **On-site Identification Sign.** A sign giving the name and address of a building or location which may include a recognized logo or symbol.
- R. **Parked Vehicle Service Sign.** A sign adjacent to parked vehicle stalls in a parking area.
- S. **Permanent Sign.** Any wall, monument, or other sign that is fixed, lasting, stable, enduring, not subject to change, and intended to remain for an indefinite period of time.
- T. **Pole Sign.** A sign that is permanently supported in a fixed location by a structure of poles, posts or braces from the ground and is not supported by a building or base.
- U. **Portable Device.** Any instrument designed to temporarily draw attention to a business and is not permanently affixed into the ground or a structure. Examples include, but are not limited to, spotlights and inflatables of any kind.
- V. **Portable Sign.** A sign not designed or intended to be permanently affixed into the ground or to a structure.

- W. **Post Sign.** A temporary sign constructed of sturdy materials which may be used on an unplatted or undeveloped site.
- X. **Projecting (Blade) Sign.** A sign extending from the face of the building to which it is attached, usually at a right angle.
- Y. **Public Way or Right-of-Way.** Any way designed for vehicular or pedestrian use and is maintained with public funds.
- Z. **Roof Sign.** A sign erected, constructed or maintained on the roof of building, but does not include a sign on the parapet of a building.
- AA. **Safety Control Signs.** Warning, control, traffic, or required public safety signs.
- BB. **Sign.** A sign is an object, device, or structure, or part thereof other than a flag, situated outdoors, visible from a public way, which is used to display a message, by any means including words, letters, figures, design, symbols, fixtures, colors, illuminations or projected images. Each substantially different face of a sign shall constitute a separate sign.
- CC. **Sign Area.** The facing of a sign, including copy, insignia, background, and borders.
- DD. **Signable Area.** The signable area of a building is the square footage of each building façade where signage would be allowed.
- EE. **Subdivision Sign.** A monument sign identifying a subdivision located in a residential zoning district.
- FF. **Temporary Sign.** Any sign that is not intended to remain on the premises on which it is located, on a permanent basis. A temporary sign may be displayed for no more than two, (14) day-periods within any calendar year.
- GG. **Vehicle Drive Lane Sign.** A sign adjacent to a drive lane used to convey a message to the vehicle driver. May contain an auditory speaker.
- HH. **Vehicle Drive Lane Accessory Sign.** A sign adjacent to a drive lane. May not be placed within 15 feet of a Vehicle Drive Lane Sign.
- II. **Yard Sign.** A temporary sign constructed of plastic with a metal frame, that is not intended to remain on the premises on which it is located on a permanent basis.
- JJ. **Wall Sign.** A sign painted or constructed and placed in the signable area of a building and attached to the exterior surface of a wall and does not project more than twelve (12) inches from said wall or project above the top of the wall on which it is attached or displayed.
- KK. **Wall Sign – Accessory Building.** (for accessory structure) A sign placed on the wall of an accessory building that gives information about the activity within the building or gives directions to another area.
- LL. **Window Sign.** A sign or graphic that is affixed, etched, or painted on the interior side of a window, or a sign made of other materials that is permanently affixed to the interior of a window.

12.12 Permitted Signs. The following tables outline permitted signage for all zoning districts as indicated. For signs in the L-P Logistics Park District, see Article 5, Section 5.2 for additional requirements.

A. Table 12-1 Signs Permitted in All Districts. (No Updates Made to this Section)

Permitted Signs in All Districts (No Updates Made to this Section)							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Real estate	exempt	exempt		Not located in the right of way.	no	none	
Political	exempt	exempt		Not located in the right of way.	no	none	Not located on public property
Lots for sale	exempt	exempt		Not located in the right of way.	no	none	On-site signs only
Auction	exempt	exempt		Not located in the right of way.	no	none	On-site and off site signs
Construction	exempt	exempt		Not located in the right of way.	no	none	Repairs, contractors or builders
Special events at commercial locations				Not located in the right of way.	yes	none	Grand openings, sales, promotions or similar signs - 30 days maximum

Permitted Signs in All Districts (No Updates Made to this Section)							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Special events - public, private, charitable	exempt	exempt		Not located in the right of way.	no	none	Rallies, picnics, fairs, festivals, displays, promotions
Future building site	20 sq. ft.	8 ft.		Not located in the right of way	yes	none	Announces future building project Monument style only
Day care or adult care	20 sq. ft.	6 ft.		Not located in the right of way	yes	none	Monument style, ground style or wall

B. Table 12-2 Signs Permitted in Residential Districts. (No Updates Made to this Section)

Permitted Signs in R-1, Single Family Residential Districts (No Updates Made to this Section)							
Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Home Occupations	8 sq. ft. and 2 x 3 ft. on building	6 ft.	2	2 required yard setback	yes	external	Monument or ground style and a sign attached to building
Institutional	36 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard.	yes	external or internal (must reflect or direct light away from residential dwellings)	Monument only

Permitted Signs in R-1, Single Family Residential Districts (No Updates Made to this Section)

Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Subdivision name	16 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard.	yes	external	Monument only

R-2 & R-3, Multi-Family Residential District & MHP (No Updates Made to this Section)

Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Name plate for building	4 sq. ft	Per building			no		per building
Place name - gives name of apartment complex	24 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external	Monument or ground style only - name of apartment complex
Home Occupation	8 sq. ft. and 2 x 3 ft. on building	6 ft.	2	2 required yard setback	yes	external	Monument or ground style and a sign attached to building
Institutional	36 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external or internal (must reflect or direct light away from residential dwellings)	Monument only
MH Park	16 sq. ft.	8 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external	Monument or ground style

Planned Unit Development Districts (No Updates Made to this Section)							
Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
All Permanent Signs	By review	By review	By review	Not located in the right of way, and cannot create a traffic hazard	yes	By review	All permanent signs in a PUD are approved during the review of the preliminary and final plans

C. Table 12-3 Signs Permitted in Commercial Districts – CD, C1, C2, C3

Permitted Signs in CD- Downtown Commercial District								
Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awning face.	Yes	Decorative downlights above awning only; No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards; When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.

Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces.	Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline.	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	May only be placed on a front façade; May not be used in conjunction with a wall sign.
Monument Sign	Permanent	36 sq. ft. in area per sign face; may be single or double faced.	6 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	7 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade.

Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							properties and motorists.	Signs facing the rear of a building are prohibited. See section 12.8 for calculation of sign area parameters.
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent properties and motorists.	1 sign per accessory building; must be constructed out of permanent material.
Window sign	Permanent	1 per window not to exceed 10% of total glass area unless no wall sign is provided; If no wall sign is provided then window sign can be 20% of total glass area.	Within window confines	1	N/A	No	External or internal	Sign may be painted or etched on glass – must be on interior surface of window; Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be used as a window sign and may encompass 25% of total glass area as long as no other window signage is present.

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awing face.	Yes	Decorative downlights above awning only; No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards. When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces.	Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline.	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	May only be placed on a front façade; May not be used in conjunction with a wall sign.
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or shielded from	

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							passersby, adjacent properties and motorists.	
Freestanding Canopy Façade Sign	Permanent	Sign area shall not exceed 10 (ten) percent of the canopy façade where sign is placed.	Cannot extend above canopy façade roofline.	1 per side facing public right of way.	Depth of content cannot extend a depth of more than 6 inches.	Yes	Internal only.	Pertains to canopies for drive-through facilities.
Interstate/Highway Adjacent Monument Sign	Permanent	Area per face shall not exceed 200 sq. ft., maximum two faces permitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any easement.	Yes	Internal Only	<p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate or Highway.</p> <p>The width of the base of the sign shall not be less than 20% of the width of the sign face or more than 60% of the width of the sign face.</p> <p>Landscaping such as flowering trees, shrubs and</p>

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								<p>bushes shall be provided around the base of the sign as approved.</p> <p>See Section 12.8 for design details regarding Monument Signs.</p>
Monument Sign	Permanent	<p>.5 sq. ft. in area per linear foot of street frontage;</p> <p>Maximum of 120 sq. ft. in area per sign face; may be single or double faced.</p>	10 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	12 ft. setback from property lines.	Yes	<p>Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.</p>	<p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>See Section 12.8 for design details regarding Monument Signs.</p>
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance.	Not in right of way.	Yes	None allowed.	<p>Must be constructed of permanent materials;</p> <p>May be wall mounted or installed using metal two-inch square posts;</p> <p>Wooden posts are not allowed unless they are metal wrapped.</p>
Parked Vehicle Service Signs	Permanent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain visual or auditory communication system.

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Vehicle Drive Lane Sign	Permanent	32 sq. feet in area	6 ft.	1 per drive lane	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p> <p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street;</p> <p>Must be constructed to match the aesthetics of the main building including building materials used;</p> <p>May contain visual or auditory communication system.</p>
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	<p>1 per drive through lane;</p> <p>Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.</p>	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p>

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								<p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street.</p> <p>Must be constructed to match the aesthetics of the main building including building materials used.</p>
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent properties and motorists.	<p>If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed.</p> <p>Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade.</p> <p>Signs facing the rear of a building are prohibited.</p> <p>See section 12.8 for calculation of sign area parameters.</p>
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby,	1 sign per accessory building; must be constructed out of permanent material.

Permitted Signs in C-1 - General Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							adjacent properties and motorists.	
Window sign	Permanent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or internal	<p>Sign may be painted or etched on glass – must be on interior surface of window;</p> <p>Sign made from materials (not etched or painted on glass) must be hung inside;</p> <p>Neon signs may be used as a window sign and may encompass 30% of total glass area as long as no other window signage is present.</p>

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awing face.	Yes	Decorative downlights above awning only;	One sign face per window or door opening as allowed by district design standards.

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
		<p>area of the awning;</p> <p>If side panels are provided they may not carry text or images greater than 20% of the awning panel area;</p> <p>Text and graphics on a valance shall not be larger than 8 inches in height.</p>					No illumination allowed on awning.	<p>When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text;</p> <p>The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.</p>
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces	<p>Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade;</p> <p>May not extend more than 2 ft. above the building parapet/roofline</p>	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	<p>May only be placed on a front façade;</p> <p>May not be used in conjunction with a wall sign.</p>
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or shielded from passersby, adjacent properties and motorists.	

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Freestanding Canopy Façade Sign	Permanent	Sign area shall not exceed 10 (ten) percent of the canopy façade where sign is placed.	Cannot extend above canopy façade roofline.	1 per side facing public right of way.	Depth of content cannot extend a depth of more than 6 inches.	Yes	Internal only.	Pertains to canopies for drive-through facilities.
Interstate/Highway Adjacent Monument Sign	Permanent	Area per face shall not exceed 200 sq. ft., maximum two faces permitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any easement.	Yes	Internal Only	<p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate or Highway.</p> <p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>The width of the base of the sign shall not be less than 20% of the width of the sign face or more than 60% of the width of the sign face.</p> <p>Landscaping such as flowering trees, shrubs and bushes shall be provided around the base of the sign as approved.</p>

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								See Section 12.8 for design details regarding Monument Signs.
Interstate Pole Sign	Permanent	900 sq. ft. in area per sign side which includes total of all individual sign faces; may be single or double sided.	25 ft. above finished grade of adjacent city roadway to a maximum height of 100 ft.	1	30 ft. setback from property lines.	Yes; Conditional Use Permit also required	Internal illumination only; see notes for changeable copy illumination.	<p>Allowed in C-2/C-3 District only and also requires a conditional use permit;</p> <p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate.</p> <p>May only be placed on premise.</p>
Monument Sign	Permanent	.5 sq. ft. in area per linear foot of street frontage; Maximum of 250 sq. ft. in area per sign face; may be single or double faced.	25 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	30 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent	See Section 12.8 for design details regarding Monument Signs.

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							properties and motorists.	
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance.	Not in right of way.	Yes	None allowed.	<p>Must be constructed of permanent materials;</p> <p>May be wall mounted or installed using metal two-inch square posts;</p> <p>Wooden posts are not allowed unless they are metal wrapped.</p>
Parked Vehicle Service Signs	Permanent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain visual or auditory communication system.
Vehicle Drive Lane Sign	Permanent	32 sq. feet in area	6 ft.	1 per drive lane.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p> <p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street;</p> <p>Must be constructed to match the aesthetics of the main building including building materials used;</p>

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								May contain visual or auditory communication system.
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	1 per drive through lane; Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	May be attached to wall or freestanding; If freestanding, must be built on a solid base that is at least 50% of the width of the sign face; Shall be located along the sides or rear of the building; If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street. Must be constructed to match the aesthetics of the main building including building materials used.
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area

Permitted Signs in C-2 - Heavy Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							properties and motorists.	upon which it is placed so that one may be placed on each side of a corner façade. Signs facing the rear of a building are prohibited. See section 12.8 for calculation of sign area parameters.
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent properties and motorists.	1 sign per accessory building; must be constructed out of permanent material.
Window sign	Permanent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or internal	Sign may be painted or etched on glass – must be on interior surface of window; Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be used as a window sign and may encompass 30% of total glass area as long as no other window signage is present.

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	<p>Graphic text cannot exceed 30% of the total exterior surface area of the awning;</p> <p>If side panels are provided they may not carry text or images greater than 20% of the awning panel area;</p> <p>Text and graphics on a valance shall not be larger than 8 inches in height.</p>	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awing face.	Yes	<p>Decorative downlights above awning only;</p> <p>No illumination allowed on awning.</p>	<p>One sign face per window or door opening as allowed by district design standards.</p> <p>When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text;</p> <p>The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.</p>
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces	<p>Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade;</p> <p>May not extend more than 2 ft. above the building parapet/roofline</p>	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	<p>May only be placed on a front façade;</p> <p>May not be used in conjunction with a wall sign.</p>
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or	

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							shielded from passersby, adjacent properties and motorists.	
Freestanding Canopy Façade Sign	Permanent	Sign area shall not exceed 10 (ten) percent of the canopy façade where sign is placed.	Cannot extend above canopy façade roofline.	1 per side facing public right of way.	Depth of content cannot extend a depth of more than 6 inches.	Yes	Internal only.	Pertains to canopies for drive-through facilities.
Interstate/Highway Adjacent Monument Sign	Permanent	Area per face shall not exceed 200 sq. ft., maximum two faces permitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any easement.	Yes	Internal Only	<p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate or Highway.</p> <p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>The width of the base of the sign shall not be less than 20% of the width of the sign face or more than 60% of the width of the sign face.</p>

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								Landscaping such as flowering trees, shrubs and bushes shall be provided around the base of the sign as approved. See Section 12.8 for design details regarding Monument Signs.
Interstate Pole Sign	Permanent	900 sq. ft. in area per sign side which includes total of all individual sign faces; may be single or double sided.	25 ft. above finished grade of adjacent city roadway to a maximum height of 100 ft.	1	30 ft. setback from property lines.	Yes; Conditional Use Permit also required	Internal illumination only; see notes for changeable copy illumination.	Allowed in C-2/C-3 District only and also requires a conditional use permit; May contain a changeable copy sign; No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds; Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side; Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate. May only be placed on premise.
Monument Sign	Permanent	.5 sq. ft. in area per linear foot of street frontage;	25 ft. from natural grade or average grade including base.	1 per principal building per street frontage.	30 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed	See Section 12.8 for design details regarding Monument Signs.

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
		Maximum of 250 sq. ft. in area per sign face; may be single or double faced.					away or shielded from passersby, adjacent properties and motorists.	
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance.	Not in right of way.	Yes	None allowed.	<p>Must be constructed of permanent materials;</p> <p>May be wall mounted or installed using metal two-inch square posts;</p> <p>Wooden posts are not allowed unless they are metal wrapped.</p>
Parked Vehicle Service Signs	Permanent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain visual or auditory communication system.
Vehicle Drive Lane Sign	Permanent	32 sq. feet in area	6 ft.	1 per drive lane.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p> <p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street;</p>

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								<p>Must be constructed to match the aesthetics of the main building including building materials used;</p> <p>May contain visual or auditory communication system.</p>
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	<p>1 per drive through lane;</p> <p>Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.</p>	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p> <p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street.</p> <p>Must be constructed to match the aesthetics of the main building including building materials used.</p>
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed.

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
		of linear footage of the building façade facing the street.		rear of building.			directed away or shielded from passersby, adjacent properties and motorists.	<p>Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade.</p> <p>Signs facing the rear of a building are prohibited.</p> <p>See section 12.8 for calculation of sign area parameters.</p>
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent properties and motorists.	1 sign per accessory building; must be constructed out of permanent material.
Window sign	Permanent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or internal	<p>Sign may be painted or etched on glass – must be on interior surface of window;</p> <p>Sign made from materials (not etched or painted on glass) must be hung inside;</p> <p>Neon signs may be used as a window sign and may encompass 30% of total</p>

Permitted Signs in C-3 - Highway Service Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								glass area as long as no other window signage is present.

D. Table 12 – 4 Signs Permitted in Industrial Districts (No Updates Made to this Section)

Permitted Signs in B-P, IG and I-H Districts (No Updates Made to this Section) See Article 5 for Signage Requirements in L-P Zoned Districts

Business Parks

Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Free-standing monument, ground signs	By review	By review		4 ft. from right of way.	yes	internal or external	Sign control standards are established by review of the preliminary park plan
Additional Signs	By review	By review			yes	internal or external	1 pole sign per principal building

Permitted Signs in B-P, IG and I-H Districts (No Updates Made to this Section)
See Article 5 for Signage Requirements in L-P Zoned Districts

Industrial Districts (No Updates Made to this Section)

Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Free-standing monument, ground signs	80 sq. ft.	height of principal building plus 20 ft.	1	1 ft. from right of way.	yes	internal or external	1 monument , ground, or pole sign per 200 ft. of street frontage
Additional Signs	Same as commercial				yes	internal or external	Same as commercial

STAFF UPDATE

Date: July 9, 2019
To: Edgerton Planning Commission
From: Katy Crow, Development Services Director
Re: **UDCA 2018-01** - Consider amendments to the Unified Development Code pertaining to Article 12 – *Sign Regulations*

BACKGROUND INFORMATION

At the December 11, 2018 Planning Commission Meeting, a public hearing was opened for Application UDCA2018-01 regarding revisions to Articles 4, 10 and 12 of the City of Edgerton's Uniform Development Code (UDC). The public hearing was continued during the January 8, 2019 Planning Commission Meeting and was closed during the February 12, 2019 meeting. During each continuance of the public hearing, an opportunity for the public to provide input was given. No public comments were provided.

Last month, the Edgerton Planning Commission recommended for adoption, revised Articles 4 – *Commercial Zoning Districts* and 10 – *Site Plans and Design Standards*. Enclosed in this packet is a revised version of Article 12 – *Sign Regulations*. This revised version contains updates specifically focused on the *Commercial Zoning Districts* – C-D, C-1, C-2, and C-3 since significant updates were made regarding Commercial Development. Staff researched standard industry practices related to signage in neighboring jurisdictions and provided information to Commissioners for review and discussion. These updates were made with information discussed during Planning Commission Work Sessions and the public hearing process. In addition, the City Attorney was consulted to determine if amended content was within the legal confines of both state and federal regulations.

Additional updates will be made to Article 12 as revisions are made to the other Zoning Districts (Agricultural, Residential, additional Commercial Districts, Industrial Districts and Planned Unit Developments).

Staff requests that the Commissioners review the revisions presented for Article 12 and provide any commentary or corrections.

STAFF RECOMMENDATION

Once all comments and corrections have been addressed, staff recommends the Planning Commission move to **recommend the adoption** of Unified Development Code Article 12 - to the Governing Body at the City Council Meeting on July 25, 2019.

Article 12

Sign Regulations

Section 12.1	Intent and Purpose
Section 12.2	Applicability
Section 12.3	Permits
Section 12.4	Exemptions
Section 12.5	Prohibited Signs
Section 12.6	Nonconforming Signs
Section 12.7	General Restrictions
Section 12.8	Design, Material, and Construction
Section 12.9	Special Sign Regulations
Section 12.10	Severability and Substitution
Section 12.11	Sign Terminology and Definitions
Section 12.12	Permitted Signs

- 12.1 Intent and Purpose.** The Edgerton Governing Body and the Planning Commission finds that an unregulated proliferation of signs results in visual clutter, is harmful to aesthetics and property values, contributes to traffic hazards, and is not productive to the goals of community development. It is the intent and purpose of this section to establish a level of visual quality for signs by limiting the type, place, size, manner, height and materials of signs and advertising devices in the City of Edgerton. This section provides minimum standards to insure traffic safety; safeguard life, health and property values; provide guidelines for the maintenance of signs; reduce distractions and obstructions by signs that would adversely affect traffic safety, and to alleviate hazards caused by signs projecting over or encroaching upon public ways; ensure that signs provide orientation and adequately identify new uses and activities; and, preserve or enhance small town character by encouraging new and replacement signage that is:
- A. Conducive to Public Safety
 - B. Creative and distinctive
 - C. Compatible with the surroundings;
 - D. Appropriate to the general type of activity to which it pertains;
 - E. Expressive of the identity of individual persons and entities; and
 - F. Appropriately sized in its context.
- 12.2 Applicability.** No sign may be erected, placed, painted, established, or maintained in the City of Edgerton except in conformance with the standards, exemptions and procedures set forth in this Article. Signs located in the L-P District must also comply with the regulations contained in Article 5 of the Unified Development Code as it relates to signage for that District. Specifically, this section is intended to:
- A. Establish a permit system to allow various types of signs, subject to the standards and permit procedures contained herein;
 - B. Allow certain signs that are unobtrusive and incidental to the principal use of land;
 - C. Prohibit all signs not expressly permitted by this Article;
 - D. Provide for the enforcement of these provisions.
- 12.3 Permits.** Unless exempted by this Article, it shall be unlawful for any person to erect, construct, alter, relocate or convert any sign or advertising device (as defined in this section) without first obtaining a sign permit.

An application for a sign permit shall be made on the appropriate form provided by the Zoning Administrator and shall include the following at time of submission:

- A. Two sets of plans drawn to scale, indicating the sign location, size, type, materials of both sign and structure if applicable, method of illumination, colors, method of attachment and general layout are required with the application.
- B. A Sign Fee, established within the Fee Schedule for the Unified Development Code, shall be submitted with the sign application.
- C. Upon initial review of the sign permit application and materials, the Zoning Administrator may require additional information to demonstrate compliance with this section.
- D. If submitted as part of a Site Plan approval, the sign shall be designed in accordance with these regulations and all items listed in A through C above shall be included with the Site Plan submission.
- E. Approval of a sign permit does not authorize the maintenance of an unlawful sign and does not constitute a defense in an action to abate an unlawful sign.
- F. Once approved by the Zoning Administrator, any changes to the approved sign design must be resubmitted for approval to insure compliance with these regulations.

12.4 Exemptions. The followings signs and devices shall be exempt from the provisions of this Article:

- A. Official signs erected by a city, or county, State of Kansas, or the federal government.
- B. Signs erected for public information, safety or direction by any utility, governmental authority, or public service district.

12.5 Prohibited Signs.

- A. No sign shall be erected in any location where, by reason of position, location, shape, or color, it interferes with or obstructs the view of pedestrian or vehicular traffic.
- B. A sign that is an attention/attraction that rotates or is animated, or consists of pennants, ribbons, streamers, sheets, spinners, or other moving device not specifically allowed by these resolutions - except for use as a Temporary Sign.
- C. Any sign which may be confused with an authorized traffic sign, signal, device, or emergency sign is not allowed.
- D. Pole signs are only allowed as a Conditional Use in the C-2 and C-3 Zoning Districts and are subject to the regulations in Section 12.9 and Article 7.
- E. Any sign (including its enclosing structure) that is located on a building or premises which becomes vacant or unoccupied for a period of six months or more, or any sign which pertains to time, event, or purpose which no longer applies, or exists shall be deemed to be abandoned. An abandoned sign shall be removed by its owner or the owner of the premises within thirty (30) days of notification from the Codes Enforcement Officer and the facade or land area site shall be restored to its normal appearance.
- F. The following specific sign types are not allowed:
 - 1. Roof or rooftop signs;
 - 2. Exterior exposed neon tube signs are not allowed on building exteriors. These types of signs may be used in a window if it meets the defined parameters for the Zoning District;
 - 3. Flashing signs and signs that convey movement;

4. Off-premises signs unless allowed by type in a specific Zoning District;
5. Billboards;
6. Signs with glaring illumination.
7. Any sign mounted on, attached or displayed on a trailer or motor vehicle, whether operable or inoperable that is placed on the premises (this does not apply to trucks, delivery vehicles or other vehicles that are parked on the premises during normal operations or to Temporary Signs which have obtained a sign permit;
8. Obscene material. Any obscene signs, flags, banners of any type are prohibited. Obscene is defined as any material specifically defined by Kansas Statutes (K.S.A. 21-6401).

12.6 Nonconforming Signs. Signs which were erected or established prior to the effective date of this ordinance, and are not in conformance with these regulations, may continue to exist subject to the following conditions:

- A. Such sign shall not be structurally altered or moved unless the altered sign conforms to these regulations. However, the sign may be maintained and repaired, and the display may be changed provided it is not larger in area than the existing signage.
- B. If any nonconforming sign is abandoned for a period of sixty (60) days, it must be removed from the premise. Any replacement sign shall be in conformance with these regulations.
- C. Any nonconforming sign that has been damaged by fire, wind, explosion or other means to the extent that fifty percent (50%) or more of the sign has been destroyed shall be restored or rebuilt in conformance with the sign regulations. Any sign destroyed less than fifty percent (50%) may be restored or rebuilt to its condition prior to its damage.
- D. Such sign is not in violation of any state or federal law or regulation.

However, this exemption does not extend to signs which were erected in violation of the provisions of the UDC at the time at which the sign was erected.

12.7 General Restrictions

- A. All signs shall be well-maintained, be of safe and sound structural condition and in compliance with all applicable provisions of the building codes of the City of Edgerton. All signs must have a clean and neat appearance. The land adjacent to signage located on the ground shall be kept free from weeds and trash. If signs are not being maintained as described, the City may make order that the sign be removed.
- B. No sign shall be attached to any tree, fence, or utility pole, except signs issued or properly posted by a utility, public authority, or agency of government.
- C. No sign shall be erected or allow to project into a public right-of-way or on a public easement.
- D. No private sign shall be erected or maintained on public property without express permission of the Governing Body.
- E. If the Codes Enforcement Officer finds that any sign or advertising device is unsafe or in disrepair he/she shall notify the property owner in writing. The owner shall immediately remove or repair the sign to bring it into compliance and/or make it safe. If the owner fails to remove or repair the sign within 10 days, the City may bring a nuisance action, or any other means of enforcement to compel the owner to remove or repair such sign.

12.8 Design, Material, and Construction.

A. Design.

1. Sign Area - In determining the area of a sign face, the following is applicable:
 - a. The sign face includes the advertising surface and any framing, trim, molding, cabinet, panel or any visually or architecturally distinct area enclosing the copy, logo and any other graphic component of the sign.
 - b. Where individual letters or graphics are used, and no distinct enclosed area is present, the sign face is the rectangle, box, circle, or other regular geometric shape, or combinations thereof, enclosing the letters, logo or other graphic elements.
 - c. If a sign is composed of letters only, with no connection by the advertising structure between the letters, the copy area shall be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. If one letter is unequally large or small in comparison to the other letters composing the sign, the unequal letter shall be square off, the remaining letters shall be measured from the outside edges and the two areas added together for a total copy area determination.
 - d. The area of all signage (wall, window, awning, etc.) on one building (standalone or multitenant) shall not exceed ten (10) percent of the wall area of the wall façade on which multiple signs are located.
2. Monument Signs - Design standards for all monument signs are as follows and are in addition to the specific requirements outlined by Zoning District in Tables 12-1 through 12-7:
 - a. Base & Support Structure
 - i. Monument sign must be built on a solid base.
 - ii. Monument signs shall incorporate a supporting base that is a minimum of 50 percent of the width of the monument at its widest point.
 - iii. The base and support structure shall not exceed the sign face area by more than 10 percent.
 - iv. Base must be faced with appropriate materials (natural flagstone, rock, stone, river rock, brick, etc.) designed to match the look of associated buildings in texture and color.
 - v. Architectural elements should be provided on the top and/or sides of the sign.
 - b. Sign Face
 - i. The sign face area of a monument sign shall include the sign panel but not the sign base on which it is mounted.
 - ii. Each side of a double-faced monument sign is limited to the maximum allowable sign area.
 - iii. Cabinet-type signs with translucent panels or panels with reflective surfaces, including but not limited to acrylic fiberglass, plastic, or metal or channel letter signs with translucent backlit panels are prohibited.
 - iv. Artistic elements to the sign may include small areas of translucent, backlit surfaces that exceed no more than 5% of the total sign face.
 - v. Sign face shall provide individually cut letters including channel letter signs (may be Halo lit); stenciled panels with three-dimensional push-

- through graphics; cast letters and logos; case metal; or engraved.
- vi. Background of Sign face is encouraged to be comprised of natural design materials that are compatible with the building façade.
- vii. Electrical transformer boxes and raceways shall be concealed from public view.
- viii. The use of external lighting sources is permitted. External lighting shall be designed so that the light source is directed away or shielded from passersby, adjacent properties and motorists.
- c. Landscaping
 - i. The base of a monument sign shall be softened with landscaping sufficient to cover an area extending not less than 2.5 feet around the base of the sign.
 - ii. The applicant shall designate the area and the type of plantings in the sign permit application.
 - iii. Said landscaping shall not obstruct the sign face.
- B. **Material.** Except for Flags, Temporary and Window signs, all permanent signs shall be constructed of permanent materials supported by the ground, attached to a building, or affixed to another structure. Permanent Signs may be constructed from acrylic, fiberglass, plastic, DiBond, polycarbonate, marine grade plywood (MDO), redwood, aluminum, aluminum composite materials (ACM), plastic, metal, masonry materials, glass, tile, and/or other similar materials. Flags or Temporary signs may be constructed of sturdy fabric, canvas or vinyl. Window signs may be constructed of any of the above materials, or paper products.
- C. **Construction.**
 - 1. All illuminated signs shall be internally or indirectly illuminated. Neon tubes, incandescent bulbs, fluorescent tubes, and other sources of direct illumination that are exposed to the human eye are not permitted. Indirect illumination shall be directed away from pedestrian walkways and shall not shine into adjacent property or cause glare for motorists or pedestrians.
 - 2. All internally illuminated signs in residential districts shall be designed in such a way that light is reflected or directed away from any residential dwelling. (Ord. 827; 2007)
 - 3. All signs shall comply with all other Codes in effect relating to design, structural members and connections.
 - 4. Where ground is uneven or sloped the allowed height of the sign shall be measured from the average between the highest and lowest grades of the area where the sign is to be installed.

12.9 Special Sign Regulations

- A. Where person or entity (a “sub-tenant”) leases space and conducts business within another person or entity (the “primary tenant”), but does not have an exterior business façade or an exterior door leading to their sub-tenant space, one wall sign is permitted for the sub-tenant provided the sub-tenant is a separate legal entity and not a department, division or subsidiary of the primary tenant and the total area for all the signs does not exceed the total allowable sign area. This section does not apply to enclosed shopping malls.
- B. Where any person or entity has an establishment located in a building and such person or entity has departments which may or may not have an exterior façade or door, such person or entity may have an additional two signs for individual departments

provided the total area for all signs does not exceed the total allowable sign area for wall signage (10% as determined by Section 12.8(1d)).

- C. The transfer of sign rights is permitted only in the C-1, C-2 and C-3 Zoning Districts and shall be governed by the following:
 - 1. A use that does not front on a main road may transfer monument signage rights to property located on a main or frontage road.
 - 2. Multiple uses on one-site may transfer all or part of their monument or wall sign rights to a single on-site monument or kiosk sign.

12.10 Severability and Substitution

- A. Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word in this Article is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of this Article or this Code.
- B. Substitution. Signs containing non-commercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to business signs.

12.11 Sign Terminology and Definitions. The following definitions shall be used to classify the type, shape and use of all signs in the City of Edgerton.

- A. **Abandoned Sign.** A sign, including the base, structure, pole or any other part, which no longer contains a message regarding the location of the premises on which the sign is located or regarding the activity conducted on the premises to which the sign refers.
- B. **Awning Sign.** A non-illuminated sign, painted on or attached to an awning. Only individual letters and/or logos may be painted, stenciled, or otherwise placed on these devices.
- C. **Banner Sign.** A sign made of a flexible, sturdy material and affixed to a structure, pole, line, or framing. This definition does not include official flags of any nation, county, municipalities, and national or internationally recognized nonprofit organizations.
- D. **Billboard Sign.** A freestanding outdoor advertising structure, on or off site, which advertises a product or service or relays a message to the public with a per face area greater than two hundred (200) square feet.
- E. **Blade (Projecting) Sign.** A sign extending from the face of the building to which it is attached, usually at a right angle.
- F. **Changeable Copy Sign.** A sign capable of displaying words, symbols, figures or images that can be electronically or mechanically controlled remotely or automatically.
- G. **Flag.** A piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a pole or staff, and used as the symbol of a nation, state, or organization.
- H. **Freestanding Canopy Façade Sign.** A sign placed on the canopy façade of a free-standing canopy. It may contain logo or word copy but is restricted to size requirements listed in the specific Zoning District.

- I. **Glaring Illumination.** Light of such brilliance and so positioned as to blind or impair the vision or affect the aesthetic value of the area.
- J. **Highway Adjacent Monument Sign.** A monument style sign which is allowed on parcels which are within close proximity to an interstate highway where a minimum of fifty (50) percent of the parcel is within 1) 800 ft. of the centerline of the highway or 2) 500 ft. of the right of way of the highway (whichever is less).
- K. **Institutional sign.** A sign identifying a club, association, school, hospital, church, fire station, cemetery or any other entity or facility.
- L. **Kiosk.** A free-standing sign monument sign designed to provide advertising space for two or more entities, activities or businesses on a single premises or group of contiguous premises. Signs are framed in a metal structure that is permanently affixed to the ground by means of a base.
- M. **Illumination.** (Internal) An internally-illuminated sign is one with the light source concealed or contained within the sign face itself, and which becomes visible in darkness by shining through a surface. (External) A sign illuminated by lights attached to the sign or placed on the ground or building.
- N. **Monument Sign.** A free-standing sign, independent of the building it serves, supported by a base constructed of materials consistent with said building. No poles or posts are visible. May be constructed of wood, synthetic materials, masonry or stone. The sign bottom is attached directly and permanently to the ground on a base while physically separated from any other structure. For purposes of this Article, the maximum height limit is measured from the natural or average grade.
- O. **Off-premises Sign.** A sign which displays any message directing attention to a business, product, service, profession, commodity, person, event, institution or other matter or entity that is not at or offered on premises.
- P. **On-premises Sign.** A sign which displays any message directing attention to a business, product, service, profession, commodity, person, event, institution or other matter or entity that is at or offered on premises.
- Q. **On-site Identification Sign.** A sign giving the name and address of a building or location which may include a recognized logo or symbol.
- R. **Parked Vehicle Service Sign.** A sign adjacent to parked vehicle stalls in a parking area.
- S. **Permanent Sign.** Any wall, monument, or other sign that is fixed, lasting, stable, enduring, not subject to change, and intended to remain for an indefinite period of time.
- T. **Pole Sign.** A sign that is permanently supported in a fixed location by a structure of poles, posts or braces from the ground and is not supported by a building or base.
- U. **Portable Device.** Any instrument designed to temporarily draw attention to a business and is not permanently affixed into the ground or a structure. Examples include, but are not limited to, spotlights and inflatables of any kind.
- V. **Portable Sign.** A sign not designed or intended to be permanently affixed into the ground or to a structure.

- W. **Post Sign.** A temporary sign constructed of sturdy materials which may be used on an unplatted or undeveloped site.
- X. **Projecting (Blade) Sign.** A sign extending from the face of the building to which it is attached, usually at a right angle.
- Y. **Public Way or Right-of-Way.** Any way designed for vehicular or pedestrian use and is maintained with public funds.
- Z. **Roof Sign.** A sign erected, constructed or maintained on the roof of building, but does not include a sign on the parapet of a building.
- AA. **Safety Control Signs.** Warning, control, traffic, or required public safety signs.
- BB. **Sign.** A sign is an object, device, or structure, or part thereof other than a flag, situated outdoors, visible from a public way, which is used to display a message, by any means including words, letters, figures, design, symbols, fixtures, colors, illuminations or projected images. Each substantially different face of a sign shall constitute a separate sign.
- CC. **Sign Area.** The facing of a sign, including copy, insignia, background, and borders.
- DD. **Signable Area.** The signable area of a building is the square footage of each building façade where signage would be allowed.
- EE. **Subdivision Sign.** A monument sign identifying a subdivision located in a residential zoning district.
- FF. **Temporary Sign.** Any sign that is not intended to remain on the premises on which it is located, on a permanent basis. A temporary sign may be displayed for no more than two, (14) day-periods within any calendar year.
- GG. **Vehicle Drive Lane Sign.** A sign adjacent to a drive lane used to convey a message to the vehicle driver. May contain an auditory speaker.
- HH. **Vehicle Drive Lane Accessory Sign.** A sign adjacent to a drive lane. May not be placed within 15 feet of a Vehicle Drive Lane Sign.
- II. **Yard Sign.** A temporary sign constructed of plastic with a metal frame, that is not intended to remain on the premises on which it is located on a permanent basis.
- JJ. **Wall Sign.** A sign painted or constructed and placed in the signable area of a building and attached to the exterior surface of a wall and does not project more than twelve (12) inches from said wall or project above the top of the wall on which it is attached or displayed.
- KK. **Wall Sign – Accessory Building.** (for accessory structure) A sign placed on the wall of an accessory building that gives information about the activity within the building or gives directions to another area.
- LL. **Window Sign.** A sign or graphic that is affixed, etched, or painted on the interior side of a window, or a sign made of other materials that is permanently affixed to the interior of a window.

12.12 Permitted Signs. The following tables outline permitted signage for all zoning districts as indicated. For signs in the L-P Logistics Park District, see Article 5, Section 5.2 for additional requirements.

A. Table of Signs Permitted in Agricultural, Residence and Industrial Zoning Districts.

Permitted Signs in Agricultural, Residence and Industrial Zoning Districts							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Real estate	exempt	exempt		Not located in the right of way.	no	none	
Political	exempt	exempt		Not located in the right of way.	no	none	Not located on public property
Lots for sale	exempt	exempt		Not located in the right of way.	no	none	On-site signs only
Auction	exempt	exempt		Not located in the right of way.	no	none	On-site and off site signs
Construction	exempt	exempt		Not located in the right of way.	no	none	Repairs, contractors or builders
Special events at commercial locations				Not located in the right of way.	yes	none	Grand openings, sales, promotions or similar signs - 30 days maximum

Permitted Signs in Agricultural, Residence and Industrial Zoning Districts							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Special events - public, private, charitable	exempt	exempt		Not located in the right of way.	no	none	Rallies, picnics, fairs, festivals, displays, promotions
Future building site	20 sq. ft.	8 ft.		Not located in the right of way	yes	none	Announces future building project Monument style only
Day care or adult care	20 sq. ft.	6 ft.		Not located in the right of way	yes	none	Monument style, ground style or wall

B. Table of Signs Permitted in Residential Districts.

Permitted Signs in R-1, Single Family Residential Districts							
Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Home Occupations	8 sq. ft. and 2 x 3 ft. on building	6 ft.	2	2 required yard setback	yes	external	Monument or ground style and a sign attached to building
Institutional	36 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard.	yes	external or internal (must reflect or direct light away from residential dwellings)	Monument only

Permitted Signs in R-1, Single Family Residential Districts

Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Subdivision name	16 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard.	yes	external	Monument only

R-2 & R-3, Multi-Family Residential District & MHP

Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
Name plate for building	4 sq. ft	Per building			no		per building
Place name - gives name of apartment complex	24 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external	Monument or ground style only - name of apartment complex
Home Occupation	8 sq. ft. and 2 x 3 ft. on building	6 ft.	2	2 required yard setback	yes	external	Monument or ground style and a sign attached to building
Institutional	36 sq. ft.	6 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external or internal (must reflect or direct light away from residential dwellings)	Monument only
MH Park	16 sq. ft.	8 ft.	1	Not located in the right of way. and cannot create a traffic hazard	yes	external	Monument or ground style

Planned Unit Development Districts							
Type	Max Size	Max Ht (ft)	Max #.	Min Setback	Permit Req.	Illum Type	Notes
All Permanent Signs	By review	By review	By review	Not located in the right of way, and cannot create a traffic hazard	yes	By review	All permanent signs in a PUD are approved during the review of the preliminary and final plans

C. Table of Signs Permitted in Commercial Districts

Permitted Signs in CD- Downtown Commercial District								
Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awning face.	Yes	Decorative downlights above awning only; No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards. When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.
Banners	Temporary	24 sq. ft. in area	1	1	10 ft. setback from property lines.	Yes	External lighting only; light source must be	Temporary banners announcing an event allowed for a maximum of 2 (two) 14-day

Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							directed away or shielded from passersby, adjacent properties and motorists.	periods within any one calendar year; Onsite placement only.
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces	Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	May only be placed on a front façade; May not be used in conjunction with a wall sign.
Monument Sign	Permanent	36 sq. ft. in area per sign face; may be single or double faced	6 ft. from natural grade or average grade including base	1 per principal building per street frontage	7 ft. setback from property lines	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.
Portable Signs or Devices	Temporary	24 sq. ft. in area; or 1 special use type (balloon, aerial device, etc.); or Trailer style with backlighting and	8 ft.; or 20 ft. for balloons or aerial devices.	1	10 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from	This category includes temporary signs, balloons, search lights, and other aerial devices; Allowed for a maximum of 2 (two) 14-day periods within any one calendar year;

Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
		changeable letters allowed with size limited to 4 ft. x 6 ft.					passersby, adjacent properties and motorists.	Onsite placement only.
Post Signs	Temporary	32 sq. ft. in area per sign face; two sign faces permitted.	8 ft.	1 per 10 acres	10 ft. setback from property lines.	Yes	None allowed	Onsite placement only; Must be constructed of durable materials; Allowed on undeveloped and unplatted land over; Must be removed within 30 days of issuance of final development Certificate of occupancy.
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent properties and motorists.	If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade. Signs facing the rear of a building are prohibited. See section 12.8 for calculation of sign area parameters.
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of	No	External only; must be directed away	1 sign per accessory building; must be constructed out of permanent material.

Permitted Signs in CD- Downtown Commercial District

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
					wall of building.		or shielded from passersby, adjacent properties and motorists.	
Window sign	Temporary or Permanent	1 per window not to exceed 10% of total glass area unless no wall sign is provided; If no wall sign is provided then window sign can be 20% of total glass area.	Within window confines	1	N/A	No	External or internal	Sign may be painted or etched on glass – must be on interior surface of window; Sign made from materials (not etched or painted on glass) must be hung inside; Neon signs may be used as a window sign and may encompass 25% of total glass area as long as no other window signage is present.
Yard Sign	Temporary	6 sq. ft. in area per sign face; may be double sided	4 ft.	1 onsite; 2 offsite per parcel On-site and off-site placement only allowed with property owner's permission	Not in right of way	No	None allowed	May be constructed of metal, corrugated plastic, poster board or other temporary material on a metal frame; May not be placed more than 72 hours prior to event; Must be removed within 48 hours of conclusion of event.

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Awning	Permanent	Graphic text cannot exceed 30% of the total exterior surface area of the awning; If side panels are provided they may not carry text or images greater than 20% of the awning panel area; Text and graphics on a valance shall not be larger than 8 inches in height.	N/A – sign coverage limited to awning face.	See notes.	May not protrude from awing face.	Yes	Decorative downlights above awning only; No illumination allowed on awning.	One sign face per window or door opening as allowed by district design standards. When multiple awnings occur in a row on a building side, every other awning surface should be left free of sign graphics or text; The square footage of the text and graphics on an awning surface or valance count toward the total allowed square footage for a wall sign at the same location.
Banners	Temporary	24 sq. ft. in area	1	1	10 ft. setback from property lines.	Yes	External lighting only; light source must be directed away or shielded from passersby, adjacent properties and motorists.	Temporary banners announcing an event allowed for a maximum of 2 (two) 14-day periods within any one calendar year; Onsite placement only.
Blade Sign (AKA Projection Sign)	Permanent	12 sq. ft. in area per side; may have two sign faces	Shall maintain not less than 8 ft. clearance between the bottom of the sign and the finished grade; May not extend more than 2 ft. above the building parapet/roofline	1	May not extend more than 3 ft. from the wall façade or into public right of way.	Yes	Internal illumination only.	May only be placed on a front façade; May not be used in conjunction with a wall sign.

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Flags	Permanent	No single flag shall exceed 40 sq. ft. in area.	35 ft. above finished grade.	3 per development site.	Must meet Zoning District requirements.	No	External illumination required if flag is to fly at night; light source must be directed away or shielded from passersby, adjacent properties and motorists.	
Freestanding Canopy Façade Sign	Permanent	Sign area shall not exceed 10 (ten) percent of the canopy façade where sign is placed.	Cannot extend above canopy façade roofline.	1 per side facing public right of way.	Depth of content cannot extend a depth of more than 6 inches.	Yes	Internal only.	Pertains to canopies for drive-through facilities.
Interstate Adjacent Monument Sign	Permanent	Area per face shall not exceed 200 sq. ft., maximum two faces permitted.	30 ft. above the natural or average grade	1 per parcel	Shall not be closer than 30 ft. of all property lines or located within any easement.	Yes	Internal Only	<p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate.</p> <p>The width of the base of the sign shall not be less than 20% of the width of the sign face or more than 60% of the width of the sign face.</p> <p>Landscaping such as flowering trees, shrubs and bushes shall be provided around the base of the sign as approved. See Section 12.8 for design details regarding Monument Signs.</p>

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
Interstate Pole Sign	Permanent	900 sq. ft. in area per sign side which includes total of all individual sign faces; may be single or double sided.	25 ft. above finished grade of adjacent city roadway to a maximum height of 100 ft.	1	30 ft. setback from property lines.	Yes; Conditional Use Permit also required	Internal illumination only; see notes for changeable copy illumination.	<p>May contain a changeable copy sign;</p> <p>No flashing, intermittent or moving lights; LED signs must display image for at least 8 seconds and change in 2 seconds or less;</p> <p>Changeable copy content and logo are used to calculate total sq. ft. when calculating maximum sq. ft. per sign side;</p> <p>Allowed if a minimum of 50% of the site is within 800 ft. of the centerline or 500 ft. of the right of way (whichever is less) of an Interstate.</p> <p>May only be placed on premise.</p>
Monument Sign	Permanent	<p>.5 sq. ft. in area per linear foot of street frontage;</p> <p>Maximum of 120 sq. ft. in area per sign face; may be single or double faced;</p> <p>In C-2 and C-3 Districts, 250 sq. ft. in area per sign face is permitted;</p>	<p>10 ft. from natural grade or average grade including base;</p> <p>In C-2 and C-3 Districts, 25 ft. from natural or average grade including base is allowed.</p>	1 per principal building per street frontage	<p>12 ft. setback from property lines;</p> <p>In C-2 and C-3 Districts, 30 ft. setback from property lines.</p>	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	See Section 12.8 for design details regarding Monument Signs.

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
		may be single or double faced.						
On-Site Identification Sign	Permanent	4 sq. ft. in area per face; may be double faced.	4 ft.	1 per site or driveway entrance	Not in right of way.	Yes	None allowed.	Must be constructed of permanent materials; May be wall mounted or installed using metal two-inch square posts; Wooden posts are not allowed unless they are metal wrapped.
Parked Vehicle Service Signs	Permanent	6 sq. ft. in area per face; may be installed back to back.	6 ft.	1 per order station	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	May contain auditory communication system.
Portable Signs or Devices	Temporary	24 sq. ft. in area; or 1 special use type (balloon, aerial device, etc.); or Trailer style with backlighting and changeable letters allowed with size limited to 4 ft. x 6 ft.	8 ft.; or 20 ft. for balloons or aerial devices.	1	10 ft. setback from property lines.	Yes	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	This category includes temporary signs, balloons, search lights, and other aerial devices; Allowed for a maximum of 2 (two) 14-day periods within any one calendar year; Onsite placement only.
Post Signs	Temporary	32 sq. ft. in area per sign face; two sign faces permitted.	8 ft.	1 per 10 acres	10 ft. setback from property lines.	Yes	None allowed	Onsite placement only; Must be constructed of durable materials; Allowed on undeveloped and unplatted land over;

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								Must be removed within 30 days of issuance of final development Certificate of occupancy.
Vehicle Drive Lane Sign	Permanent	32 sq. feet in area	6 ft.	1 per drive lane	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p> <p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street;</p> <p>Must be constructed to match the aesthetics of the main building including building materials used.</p>
Vehicle Drive Lane Accessory Sign	Permanent	15 sq. ft.	6 ft.	<p>1 per drive through lane;</p> <p>Must be separated from any Vehicle Drive Lane Sign by at least 15 ft.</p>	Must be placed within 3 ft. of adjacent drive through lane	Yes	Internal illumination alone.	<p>May be attached to wall or freestanding;</p> <p>If freestanding, must be built on a solid base that is at least 50% of the width of the sign face;</p> <p>Shall be located along the sides or rear of the building;</p>

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
								<p>If visible from a public street, additional landscaping and/or screening is required to screen board from view from public street.</p> <p>Must be constructed to match the aesthetics of the main building including building materials used.</p>
Wall Sign	Permanent	On a standalone building or a multitenant complex, the total area of the wall sign shall be one and a half square feet of sign area for each one foot of linear footage of the building façade facing the street.	Wall height; may not extend past roofline or parapet.	1 per front or side of building facing a street up to a total of 3 maximum; may not be placed on rear of building.	N/A – may not protrude off of wall of building.	Yes	<p>External or internal illumination; decorative downlights required for external illumination; must be directed away or shielded from passersby, adjacent properties and motorists.</p>	<p>If a tenant is part of a multitenant complex, each tenant shall be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed.</p> <p>Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed so that one may be placed on each side of a corner façade.</p> <p>Signs facing the rear of a building are prohibited.</p> <p>See section 12.8 for calculation of sign area parameters.</p>
Wall sign for Accessory Building	Permanent	16 sq. ft in area	Wall height; may not extend past roofline.	1	N/A – may not protrude off of wall of building.	No	External only; must be directed away or shielded from passersby, adjacent	1 sign per accessory building; must be constructed out of permanent material.

Permitted Signs in C-1, C-2, C-3 - Commercial Districts

Type	Perm. Or Temp.	Max. Size	Max Height (ft.)	Max #	Min. Setback	Permit Required	Illum. Type	Notes
							properties and motorists.	
Window sign	Temporary or Permanent	1 per window not to exceed 30% of total glass area unless no wall sign is provided.	Within window confines	1	N/A	No	External or internal	<p>Sign may be painted or etched on glass – must be on interior surface of window;</p> <p>Sign made from materials (not etched or painted on glass) must be hung inside;</p> <p>Neon signs may be used as a window sign and may encompass 30% of total glass area as long as no other window signage is present.</p>
Yard Sign	Temporary	6 sq. ft. in area per sign face; may be double sided	4 ft.	3 onsite; offsite placement not allowed.	Not in right of way	Yes	None allowed.	<p>May be constructed of metal, corrugated plastic, poster board or other temporary material on a metal frame;</p> <p>May not be placed more than 72 hours prior to event;</p> <p>Must be removed within 48 hours of conclusion of event.</p>

D. Table of Signs Permitted in Industrial Districts

Permitted Signs in B-P, IG and I-H Districts See Article 5 for Signage Requirements in L-P Zoned Districts							
Business Parks							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Free-standing monument, ground signs	By review	By review		4 ft. from right of way.	yes	internal or external	Sign control standards are established by review of the preliminary park plan
Additional Signs	By review	By review			yes	internal or external	1 pole sign per principal building
Industrial Districts							
Type	Max Size	Max Ht (ft)	Max #	Min Setback	Permit Req.	Illum Type	Notes
Free-standing monument, ground signs	80 sq. ft.	height of principal building plus 20 ft.	1	1 ft. from right of way.	yes	internal or external	1 monument , ground, or pole sign per 200 ft. of street frontage
Additional Signs	Same as commercial				yes	internal or external	Same as commercial

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
July 9, 2019

The Edgerton Planning Commission met in regular session with Chair John Daley calling the meeting to order at 7:00 p.m.

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were Chair John Daley, Commissioner Jeremy Little, and Commissioner Charlie Crooks. Commissioners Tim Berger and Josh Beem were absent from the meeting. Also present were Mayor Donald Roberts, City Administrator Beth Linn, Development Services Director Katy Crow, and Planning and Zoning Coordinator Chris Clinton.

The Planning and Zoning Coordinator announced a quorum was present.

CONSENT AGENDA

MINUTES

The approval of the minutes from the Regular Session held on June 11, 2019 were considered.

Mr. Little motioned to approve the item as presented in the Consent Agenda, Mr. Crooks seconded. The consent agenda was approved, 3-0.

NEW BUSINESS

PUBLIC HEARING – PRELIMINARY PLAT – APPLICATION PP2019-03

Chairman Daley opened the public hearing. Chairman Daley stated that the applicant has requested to continue this public hearing, the Final Plat application, Preliminary Site Plan application and public hearing, and the Final Site Plan application to the August 13, 2019 Planning Commission meeting. There were no public comments at this time. Mr. Little motioned to continue the public hearing to the August 13, 2019 Planning Commission meeting. Mr. Crooks seconded. The public hearing for Application PP2019-03 was continued to the August 13, 2019 Planning Commission meeting, 3-0.

FINAL PLAT – APPLICATION FP2019-03

Mr. Little motioned to continue the application to the August 13, 2019 Planning Commission meeting, Mr. Crooks seconded. Application FP2019-03 was continued to the August 13, 2019 Planning Commission meeting, 3-0.

PUBLIC HEARING – PRELIMINARY SITE PLAN – APPLICATION PS2019-01

Chairman Daley opened the public hearing. The question of what kind of travel plaza is proposed was raised. Ms. Linn stated this project includes a truck stop with a truck wash and some maintenance facilities, diesel and gasoline pumps, and a quick service eatery inside. Mr. Little motioned to continue the public hearing to the August 13, 2019 Planning Commission meeting, Mr. Crooks seconded. The

public hearing for Application PS2019-01 was continued to the August 13, 2019 Planning Commission meeting, 3-0.

FINAL SITE PLAN – APPLICATION FS2019-04

Mr. Little motioned to continue the application to the August 13, 2019 Planning Commission meeting, Mr. Crooks seconded. Application FS2019-04 was continued to the August 13, 2019 Planning Commission meeting, 3-0.

UDCA2018-01 – AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC)

Chairman Daley introduced Application UDCA2018-01 by stating City Staff has updates to Article 12 of the UDC. Ms. Crow expanded and told the Planning Commission Article 12 outlines the requirements for signage in Edgerton. These updates were made after a public hearing and work sessions were held with feedback received taken into consideration.

Ms. Crow explained after the updates to Article 4, Commercial Districts, were approved, the signage for the commercial districts needed to be updated drastically. She explained the UDC dictates what kind of signs are allowed in each zoning district and how the size and construction requirements of each kind of sign. The UDC cannot regulate the content of signs. The UDC will inform applicants permits are required for sign except for official signs erected by a city, county, State of Kansas, or the federal government and signs erected for public information, safety or direction by any utility, governmental authority, or public service district.

Ms. Crow reviewed the general sign designs prohibited in the sign article -- a sign cannot be erected in any location where it interferes with pedestrian or vehicular traffic; signs that are designed to gain the attention of any passersby that have moving components are not allowed; a sign which could be confused with a traffic control sign or devised is also prohibited; roof or rooftop signs are prohibited, exposed neon tube signs are only allowed inside a window; flashing signs or signs that convey movement are also not allowed.

She also outlined the provisions of an abandoned sign by stating it will have to be removed within 30 days of notification.

Ms. Crow explained to the Planning Commission that certain sign types are restricted to certain zoning districts. For example, pole signs are only allowed in C-2 and C-3 zoning designations. In addition, they require a Conditional Use Permit.

Ms. Crow stated that while flashing signs or signs that convey movement are not allowed, electronically changeable copy signs (like digital gas station signs that show the prices of gasoline) are not included in that category. Those images must be displayed for a minimum of 8 seconds and a new image must reappear in 2 seconds or less. Ms. Crow stated the only place the electronic changeable copy signs are allowed are on Pole Signs. Ms. Crow continued with the specific prohibited signs by stating Off-Premises signs are not allowed unless the type of sign is allowed in a certain Zoning District. Billboards, signs with glaring illumination, and signs mounted or displayed on a trailer or motor vehicle are prohibited. Ms. Crow explained obscene material is prohibited as defined by Kansas Statute 21-6401.

While some of these prohibited signs already existed in the existing UDC and others have been added after the discussions of the Planning Commission.

She implored the Planning Commission to consider if electronic changeable copy should be allowed on Monument Signs as well. She explained if the Planning Commission does want to allow electronic changeable copy on Monument Signs, it can be a stipulation of the Planning Commission recommendation for approval for City Council. Chairman Daley asked if changeable copy would be required on Monument Signs. Ms. Crow stated that it would not be required but staff was looking to the Planning Commission for direction on whether it should be allowed.

Ms. Crow stated the UDC does have provisions for Nonconforming Signs which would include signs that were erected or established before this version of the UDC. She explained the UDC will allow for the sign to remain in its current location as long as it is not altered. The sign may be repaired or maintained, but not altered. If the sign has been abandoned for 60 days, then it will have to be removed. If the sign becomes damaged and requires repairs to 50% or more of the sign, then it must be replaced. The Nonconforming Sign can stay erected as long as there are no violations of any state or federal law or regulation. Ms. Crow stated if a sign was installed without a permit and not in compliance with prior versions of the code, then the sign must be brought into compliance or removed.

Chairman Daley asked if this would include older signs. Ms. Crow replied the sign would have to be removed only if it was not in compliance with the UDC at the time it was erected. Chairman Daley and Mr. Crooks asked what would happen if the sign is rotted and in disrepair. Ms. Crow answered that it is a stipulation in the UDC for the signs to be maintained and if it is not, a notice will be sent to the owner and the sign will have to be brought up to standards in 10 days. Chairman Daley asked about the signs that are being removed by the State of Kansas along 56 Highway. Ms. Linn replied since the Kansas Department of Transportation is replacing them, the signs will have to be reinstalled in accordance with the UDC at time of installation.

Ms. Crow informed the Planning Commission that the definitions in the Article have been updated to include every sign that is mentioned in the UDC. She explained the sign type tables are now orientated horizontally so more information can be included. There were no updates made to Residential or Industrial zoning districts at this time. Those tables will be updated when staff updates the applicable zoning district regulations articles. Ms. Crow illustrated the charts currently in the UDC and explained each zoning district will have its own chart, essentially giving each district its own sign code. The sign code will gradually increase in density to match the intensity of the zoning of the parcel.

Ms. Crow started with the Downtown Commercial District, C-D. She informed the Planning Commission about the different signs that are allowed in the C-D District. Awning Signs, Banner Signs, Blade/Projection Sign, Monument Sign, Portable Signs or Devices, Post Signs, Wall Sign for the main building and accessory buildings, Window Signs, and Yard Signs are all allowed in the C-D District. Ms. Crow explained while the sign may be allowed in many districts, each district might differ in size or the number of signs. She used the example of the Monument Sign. A Monument Sign cannot have a sign face larger than 36 square feet in the C-D zoning district, but in a C-1 zoning district the sign face can be expanded to a maximum of 120 square feet. Ms. Crow explained the sign code has been updated to allow sign size to be building based rather than a set size.

A major change within commercial districts with a more intensive use is the allowance of larger Interstate Pole Signs. Interstate Pole Signs would be allowed only in C-2, Heavy Service Commercial

District and C-3, Highway Service Commercial District and would require a Conditional Use Permit. Ms. Crow explained the previous version of the UDC stated a Pole Sign's maximum height was 8 feet taller than the building. City Staff looked at neighboring cities, other cities in the metro area along interstate highways and cities in other states also located along interstate highways, to determine what the best option would be for Edgerton development.

It was determined that interstate pole sign height should be based on the finished grade of adjacent city roadway. The updated UDC allows for a pole sign to be 25 feet above the finished grade of the adjacent city roadway to a maximum height of 100 feet. This would allow a building that is below grade of the adjacent roadway to still have a Pole Sign that extends 25 feet above the roadway height, allowing visibility to those passing on the interstate. City Staff felt it would be appropriate to match the State of Kansas maximum sign face square footage which is 900 square feet. All of the signage located on the pole will count towards the maximum allowed sign face area. If an applicant wishes to have a changeable copy and a logo, both signs will be counted towards the total square footage of sign facing.

In addition, interstate pole signs require a 30-foot setback from all property lines, have to be located on the premise of the advertising agent, and 50% of the parcel has to be within 800 feet of the centerline or 500 feet of the right-of-way, which ever is less, of an interstate highway. Ms. Crow stated all illumination of a Pole Sign is required to be internal. City Staff hopes to bring Article 7, Conditional Permits, before the Planning Commission at the August 13, 2019 meeting so applicants will know what information is required for an Interstate Pole Sign application.

Ms. Crow explained that another option added for parcels adjacent to the interstate are Interstate Adjacent Monument Signs. This type of monument sign is allowed to be 30 feet above natural or average grade, taller than what is allowed for monument signs on parcels not adjacent to an interstate.

Ms. Crow explained staff attempted to include all types of signs for all different kind of uses. Some of the signs are clear as to what they are like Monument Signs or Wall Signs, while others are not as quite as obvious. One of the more obscure signs included is a Parked Vehicle Service Sign, which can be found in a fast-food restaurant with parking bays that have a menu board and communication system to order at. Other signs that are new are the Vehicle Drive Lane Sign which is a fast-food menu board. Vehicle Drive Lane Accessory Signs are the directional signs to aid drivers to locate the drive through station. Ms. Crow reminded the Planning Commission there will be a chart in each district so there can't be any confusion as to what sign is allowed in each district.

Charmain Daley stated he believes changeable copy should be allowed on Monument Signs as well as Pole Signs. Ms. Linn cautioned changeable copy should be allowed in certain zoning districts and the Planning Commission should consider which districts to allow it in. Chairman Daley inquired about gas station signs. Ms. Linn replied changeable copy is allowed on Pole Signs and could be allowed on Monument Signs but asked if the Planning Commission wants to allow Monument Signs to have changeable copy in all districts close to neighborhoods like banks. Mr. Crooks raised his concern regarding the line of sight of drivers who are attempting to exit a facility. Ms. Linn answered all signs, regardless of type, have to be out of the vision triangle to allow adequate line of sight. Ms. Crow stated the landscaping is considered for each sign and permit application and the requirement to keep all landscaping trimmed is by the property owner. Ms. Crow acknowledged there are some minor changes – typos - which have to be made before this article will go before City Council.

Mayor Roberts approached the Planning Commission and staff to ask about regulations regarding Political Signs being excluded from the UDC and being in compliance with Kansas State Statutes. Ms. Crow replied only the commercial districts have been updated and the City Attorney, who was consulted before Article 12 was brought before the Planning Commission, recommended Political Signs be excluded from the UDC as sign content cannot be regulated. She ensured Mayor Roberts and the Planning Commission that all of the updates in the UDC have been reviewed by the City Attorney to verify the updates follow state, county, and federal laws.

Mayor Roberts expressed a concern regarding Real Estate Signs stating there should be limitations to how long they should be allowed at a property. He is afraid a Real Estate Sign might be placed on a lot of land and becomes neglected and is there for years. Ms. Linn replied the section of the UDC regarding Real Estate Signs has not been updated at this time.

Mayor Roberts inquired about the requirements of Temporary Banners, specifically to the length of time they can be displayed. He read in the updates to the UDC, a Banner can only be displayed for a 14-day period twice a year. He stated any retail outlet could not use any Banner that is provided to the store by a manufacturer as a promotion for a product. Ms. Crow explained Banners can be displayed as a Window Sign or elsewhere indoors but are limited to the stipulations outlined in the UDC if displayed outdoors.

Mayor Roberts explained a new practice for some institutions to have a video board with an auditory component for the patron to interact with. He invited the Planning Commission and staff to consider this type of component in a drive-through setting.

Mayor Roberts then informed the Planning Commission about the size requirements for Flags and stated a company who is known for displaying enormous Flags will have to reduce the size or apply for a variance from the Board of Zoning Appeals.

Mayor Roberts requested clarification about the rate of the changing copy. Ms. Crow replied that each image or phrase has to be displayed for a minimum of 8 seconds with the new message appearing in 2 seconds or less. Ms. Linn stressed the importance of the transition time. Ms. Crow agreed and stated if the message changes too quickly, it will seem like the sign is flashing. The transition needs to be smooth, yet quick enough to not distract drivers. Ms. Linn asked if the 2 second transition time could be removed since there is already a prohibition against flashing, therefore it can't change too quickly, and any issue will be resolved just by the 8 second display time. Mr. Crooks and Mayor Roberts replied the 8 second display time requirement will allow drivers to see one or two images before they pass the sign at highway speeds. Ms. Linn recommended the 2 second transition rule be removed because flashing signs are not allowed. Mr. Little stated he has come across signs that a driver can see for miles before they actually arrive at the sign and it can be distracting. Mayor Roberts stressed he does not want Edgerton to turn into Las Vegas with illuminated signs everywhere. Ms. Crow asked if the 8 second display time is too long. Mayor Roberts replied it will depend on the speed on travel. The Planning Commission came to the consensus that the 8 second display time is satisfactory, and agreed that the 2 second transition limit should be removed.

Chairman Daley asked about the on-premise requirement. Ms. Linn answer a sign has to be on the same lot of land where the business that is advertised is conducted. She explained there was a Supreme Court case regarding municipalities and the ability to regulate content. The Supreme Court ruled a municipality cannot regulate content, therefore municipalities can only regulate the type and

size of a sign. City Staff has to work in the guidelines of this ruling in all zoning districts and since development is driving the need for an updated commercial sign code, it was imperative for City Staff to update this are of the sign code before the undertaking of the residential sign code. Mayor Roberts praised the Planning Commission and Staff for the large amount of work put forth on advancing the aesthetics and atmosphere of Edgerton. These are massive strides that need be done before development is brought forth and erected.

Ms. Linn wanted to touch on some of the topics Mayor Roberts mentioned. Banners and Flags in Commercial Districts are updates to the UDC so there should be discussion held regarding parameters. Mr. Crooks asked if the content or message of the Flag can be regulated. Ms. Crow stated content cannot be regulated but obscene material per the State Statute cannot be displayed as it is a State law. Mayor Roberts agreed the right to display certain content of a Flag is Constitutional and attempting to regulate it can lead to many legal issues. Ms. Linn stated some companies and corporations are known for the size of their flag. She asked the Planning Commission if there should be a size limit placed on flags. Mayor Roberts said the need for a variance on a flag larger than what is allowed per the UDC is a reasonable option for applicants. The Planning Commission agreed and wanted to leave the size limit in the UDC.

Ms. Linn stated that banners are listed as a temporary use at this time in the UDC. Chairman Daley is concerned about the affect on any small commercial service. Ms. Crow explained when staff was updating the UDC, a banner attached to a building was not considered and staff focused more a free-standing banner similar to how a church displays their upcoming Vacation Bible School. Chairman Daley stated a limit can still be placed on the amount of time a banner is displayed and how often it can be changed to a different banner. Ms. Crow asked if a permit should still be required for these temporary banners. Mr. Crooks recommended a yearly permit be required for a set number of signs to be maintained and could be changed with a timeline of when the banners are changed. Ms. Crow inquired about the Planning Commission's opinions on Grand Opening banners and other special events for businesses. She said a yard sign for small events could have a time limit based on the event but needs input on how long after the event should be advertised for and the requirements of how quickly the sign has to be removed after the event. Ms. Linn is concerned about a sign timeline based on an event could be considered as an attempted to regulate content.

Ms. Linn recommended the Planning Commission move forward the permanent sign regulations and allow staff to review the temporary sign regulations in regard to the Supreme Court case regarding content and events. Chairman Daley agreed there are still many questions regarding temporary signs. Ms. Linn said the Supreme Court case has weighed heavily on temporary signs. Mayor Roberts informed the Planning Commission could recommend approval of the whole document and allow staff to work on the temporary signs and allow City Council to review those regulations.

Chairman Daley stated Monument Signs should have changeable copy and the 2 second transition rule on the changeable copy be removed. Mayor Roberts asked about the lumen requirements of the signs. Ms. Crow stated glaring illumination, which is defined as light of such brilliance and so positioned as to blind or impair the vision or affect the aesthetic value of the area, is prohibited. Ms. Crow asked if the allowance of changeable copy on Monument Signs and removal of the transition time rule should be applied to all of the commercial districts. Chairman Daley stated that is correct. Mr. Little added the zoning districts should be separated out, so each district has its own sign code. Mr. Crooks moved to recommend approval to the City Council the permanent signage requirements and general rules with the stipulations of adding a video and audio component of drive-through stations, changeable copy

being allowed on Monument Signs, the removal of the transition rule and allow City Staff to make changes to the temporary sign regulations and general rules. Mr. Little seconded. The motion carried, 3-0.

Ms. Crow stated staff will work to have updated UDC go before the City Council on July 25, 2019.

FUTURE MEETING

The next meeting is scheduled for August 13, 2019 at 7:00 p.m. Ms. Crow stated there will be some amendments to the recently approved Article 4 of the UDC. Mayor Roberts stated City Council was extremely pleased with the work of the Planning Commission and staff with the UDC updates they received.

ADJOURNMENT

Motion by Mr. Crooks, seconded by Mr. Little, to adjourn. Motion was approved, 3-0.

The meeting adjourned at 8:06 p.m.

Submitted by: Chris Clinton, Planning and Zoning Coordinator

ORDINANCE NO. 758

AN ORDINANCE AMENDING THE CODE OF THE CITY OF EDGERTON, CHAPTER XVI, ARTICLE 1, SECTIONS 16-101 AND 16-102 AND ADOPTING BY REFERENCE THE **EDGERTON, KANSAS UNIFIED DEVELOPMENT CODE, MARCH 3, 2004 EDITION**, PREPARED BY THE EDGERTON PLANNING COMMISSION, AND REPEALING FORMER CHAPTER XVI, ARTICLE 1, SECTIONS 16-101 AND 16-102. THE UNIFIED DEVELOPMENT CODE CONTAINS THE OFFICIAL ZONING AND SUBDIVISION REGULATIONS FOR THE CITY OF EDGERTON, KANSAS; AND ADOPTING BY REFERENCE AN **OFFICIAL ZONING MAP** SHOWING THE BOUNDARIES OF THE ZONING DISTRICTS CONTAINED IN THE UNIFIED DEVELOPMENT CODE.

WHEREAS, the Edgerton Governing Body is authorized by K.S.A. 12-741 to adopt zoning regulations and the official zoning map for the incorporated area of Edgerton, Kansas, upon the recommendation of the Edgerton Planning Commission; and

WHEREAS, the Edgerton Governing Body is authorized by K.S.A. 12-749 to adopt subdivision regulations for the incorporated area of Edgerton, Kansas, upon the recommendation of the Edgerton Planning Commission; and

WHEREAS, the Edgerton Planning Commission held a public hearing as required by law and has made recommendations to the Governing Body for the adoption of such zoning and official zoning map, and subdivision regulations; and

WHEREAS, the Edgerton Governing Body desires to and hereby does accept the recommendations of the Edgerton Planning Commission.

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

SECTION ONE: CODE AMENDED. That Chapter XVI, Article 1, Sections 16-101 and 16-102 of the Code of the City of Edgerton, Kansas are hereby amended to read as follows:

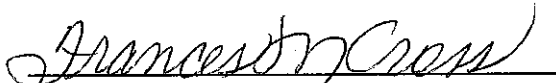
16-101. UNIFIED DEVELOPMENT CODE. There is hereby adopted in its entirety a standard code of zoning and subdivision regulations for the incorporated area of the City of Edgerton, Kansas entitled: **"EDGERTON, KANSAS UNIFIED DEVELOPMENT CODE, MARCH 3, 2004 EDITION"** containing Chapter 1, Zoning Regulations, Article 1 to 12, and Chapter 2, Subdivision Regulations, Article 13 to 15. Said Code is hereby referred to as the **"UDC"**. The UDC is hereby made applicable to the entire incorporated area of the City of Edgerton, Kansas. No fewer than three (3) copies of the UDC shall be marked **"Official Copy as Adopted by Ordinance No. 758"**, with a copy of the adopting ordinance attached shall be in the office of the city clerk and open to inspection and available to the public at all reasonable hours.

16-102. OFFICIAL ZONING DISTRICT MAP. There is hereby adopted by reference an official zoning map showing the boundaries of the zoning districts contained in the Unified Development Code. The zoning map shall be marked "Official Copy of Edgerton, Kansas, Zoning District Map as Adopted by Ordinance No. 758" and filed in the office of the City Clerk.

SECTION TWO: REPEAL. Former Chapter XVI, Article 1, Sections 16-101 and 16-102 of the Code of the City of Edgerton are hereby repealed in their entirety.

SECTION THREE: EFFECTIVE DATE. The ordinance shall take effect and be in force from and after its approval, adoption, and publication in the official city newspaper.

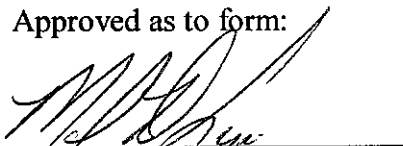
PASSED AND APPROVED by the Governing Body of the City of Edgerton, Kansas this 26th day of February, 2004.


Frances M. Cross, Mayor

ATTEST:


Rita M. Moore, City Clerk

Approved as to form:


Mark D. Lewis, City Attorney