

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
August 8, 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 25, 2019 Regular City Council Meeting
5. Approve Re-appointment of Tim Berger to Planning Commission for a Term Ending September 2022

**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 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 – SECTION 12.1 THROUGH 12.12**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

9. **CONSIDER THE STRATEGIC COMMUNICATIONS PLAN FOR THE CITY OF EDGERTON**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

10. **CONSIDER FINAL AGREEMENT WITH MILES EXCAVATING INC. AND OVERALL PROJECT COST FOR 2019 STREET RECONSTRUCTION PROJECT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**11. CONSIDER AN AGREEMENT WITH BG CONSULTANTS FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE 207<sup>TH</sup> STREET PHASE II-EAST OF WAVERLY ROAD CONSTRUCTION PROJECT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**12. CONSIDER RESOLUTION 08-08-19A AUTHORIZING THE IMPROVEMENT OR REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**13. CONSIDER ORDINANCE NO. 2017 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING 207<sup>TH</sup> STREET EAST OF WAVERLY PROJECT AND ASSOCIATED IMPROVEMENTS**

**14. Report By The City Administrator**

**15. Report By the Mayor**

**16. Future Meeting/Event Reminders:**

- August 13<sup>th</sup>: Parks & Rec Trip to Lenexa Farmer's Market – 9AM
- August 13<sup>th</sup>: Planning Commission Meeting – 7PM
- August 21<sup>st</sup>: Senior Lunch and Bingo - Noon
- August 22<sup>nd</sup>: City Council Meeting – 7PM

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

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**July 25, 2019**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on July 25, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

**1. ROLL CALL**

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
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
	Finance Director Karen Kindle
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Marketing and Communications Manager Kara Banks
	Utilities Superintendent Mike Mabrey

**2. WELCOME**

**3. PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

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 207<sup>th</sup> Street Phase II-East of Waverly Road Construction Project

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

Motion passed, 4-0.

Councilmember Josh Lewis arrived at 7:02PM

**REGULAR AGENDA**

**6. Public Comments.**

Doug Hutchinson, Representative from D & J Land Development, introduced himself to Council and spoke on future development at 199<sup>th</sup> and Homestead.

**7. Declaration.** None.

**BUSINESS REQUIRING ACTION**

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

Karen Kindle, Finance Director, introduced an agreement with Government Finance Officers Association (GFOA) for identifying business processes and independently consulting on the software needs of the City. GFOA is a non-profit organization that has worked with over 500 municipalities. During the CIP work session on June 7, 2018, staff discussed the need to replace the current financial software with the Council. 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. 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. Lee Hendricks, City Attorney, stated he had made a minor update to the agreement language in regards to liability, GFOA had no issue with the updates.

Motion by Longanecker, Second by Smith to approve the Agreement with the Government Finance Officers Association (GFOA) for Business Process and ERP Advisory Services with changes.

Motion passed 5-0.

**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**

Katy Crow, Development Services Director, introduced the updated sign code chapter of the Unified Development Code. Ms. Crow outlined the substantial process and undertaking of the planning commission and stated that there are significant changes to the commercial sign code section. Two different types of pole 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. The full details of Article 12 can be found in the 7-25-19 Council Packet.

Mr. Hutchinson addressed the updates in Article 12 and stated the importance of line of sight for signs near I-35. Mr. Hutchinson also stated that for their specific property they would seek a variance from the code. Mayor Roberts stated that visibility is important for signage near the highway. Councilmember Longanecker asked to table to the item so he would have further time to review the updates in Article 12.

Motion by Longanecker, Second by Brown to table the item.

Motion pass, 5-0, item tabled.

#### **9.5 CONSIDER ORDINANCE NO. 2016 DESIGNATING CERTAIN STREETS WITHIN THE CITY OF EDGERTON, KANSAS, AS MAIN TRAFFICWAYS**

Karen Kindle, Finance Director, presented Ordinance 2016, a walked-on item, that would designate certain roads in the City as main trafficways. This is the first step in the Temp Notes process which will make up part of the financing for the 2019 Street Reconstruction Project. The designation of main trafficway will not increase any traffic or change anything about the current roads, it is a statutory designation in order to apply for the temp notes. Ms. Kindle stated that the next step, if the Ordinance passes, is to pass a Resolution of Intent for the temp notes.

Motion by Longanecker, Second by Lewis to Approve Ordinance No. 2016.

Motion passed, 5-0.

#### **10. Report by the City Administrator**

- 2<sup>nd</sup> Quarter Financial Reports

Karen Kindle, Finance Director, briefed Council on the 2<sup>nd</sup> Quarter Financial Reports.

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

Mayor Roberts read a Thank You from Hostess Brands about how thankful they have been to work with the City of Edgerton on the project. Mayor Roberts also handed out Hostess SnoBalls in the limited-edition orange color.

#### **12. Future Meeting/Event Reminders:**

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

#### **13. Adjourn**

Motion by Smith, Second by Lewis to adjourn.

Motion was approved 4-0. The meeting adjourned at 7:40 pm.

## City Council Action Item

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**Council Meeting Date:** August 8, 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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**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 25<sup>th</sup> day of July, 2019.

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DONALD ROBERTS, MAYOR

ATTEST:

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RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM

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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
<b>Blade Sign (AKA Projection Sign)</b>	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.
<b>Monument Sign</b>	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.
<b>Wall Sign</b>	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.
<b>Wall sign for Accessory Building</b>	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.
<b>Window sign</b>	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
<b>Awning</b>	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>
<b>Blade Sign (AKA Projection Sign)</b>	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>
<b>Flags</b>	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.	
<b>Freestanding Canopy Façade Sign</b>	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.
<b>Interstate/Highway Adjacent Monument Sign</b>	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>
<b>Monument Sign</b>	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	Light source may be internal or external; if external, it must be directed away or shielded from passersby, adjacent properties and motorists.	<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>
<b>On-Site Identification Sign</b>	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>
<b>Parked Vehicle Service Signs</b>	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
<b>Vehicle Drive Lane Sign</b>	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>
<b>Vehicle Drive Lane Accessory Sign</b>	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>
<b>Wall Sign</b>	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>
<b>Wall sign for Accessory Building</b>	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.	
<b>Window sign</b>	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
<b>Awning</b>	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>
<b>Blade Sign (AKA Projection Sign)</b>	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>
<b>Flags</b>	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
<b>Freestanding Canopy Façade Sign</b>	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.
<b>Interstate/Highway Adjacent Monument Sign</b>	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.
<b>Interstate Pole Sign</b>	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>
<b>Monument Sign</b>	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.	
<b>On-Site Identification Sign</b>	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>
<b>Parked Vehicle Service Signs</b>	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.
<b>Vehicle Drive Lane Sign</b>	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.
<b>Vehicle Drive Lane Accessory Sign</b>	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.
<b>Wall Sign</b>	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.
<b>Wall sign for Accessory Building</b>	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.
<b>Window sign</b>	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
<b>Awning</b>	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>
<b>Blade Sign (AKA Projection Sign)</b>	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>
<b>Flags</b>	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.	
<b>Freestanding Canopy Façade Sign</b>	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.
<b>Interstate/Highway Adjacent Monument Sign</b>	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.
<b>Interstate Pole Sign</b>	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>
<b>Monument Sign</b>	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.	
<b>On-Site Identification Sign</b>	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.
<b>Parked Vehicle Service Signs</b>	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.
<b>Vehicle Drive Lane Sign</b>	Permanent	32 sq. feet in area	6 ft.	1 per drive lane.	Same as parking setback for applicable zoning district.	Yes	Internal illumination only.	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;

## 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>
<b>Vehicle Drive Lane Accessory Sign</b>	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>
<b>Wall Sign</b>	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>
<b>Wall sign for Accessory Building</b>	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.
<b>Window sign</b>	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
<b>Free-standing monument, ground signs</b>	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
<b>Additional Signs</b>	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 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	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.
<b>Blade Sign (AKA Projection Sign)</b>	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.
<b>Monument Sign</b>	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.
<b>Portable Signs or Devices</b>	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.
<b>Post Signs</b>	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.
<b>Wall Sign</b>	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.
<b>Wall sign for Accessory Building</b>	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.	
<b>Window sign</b>	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.
<b>Yard Sign</b>	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
<b>Awning</b>	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; 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>
<b>Banners</b>	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.	<p>Temporary banners announcing an event allowed for a maximum of 2 (two) 14-day periods within any one calendar year;</p> <p>Onsite placement only.</p>
<b>Blade Sign (AKA Projection Sign)</b>	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>

## 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
<b>Flags</b>	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.	
<b>Freestanding Canopy Façade Sign</b>	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.
<b>Interstate Adjacent Monument Sign</b>	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
<b>Interstate Pole Sign</b>	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>
<b>Monument Sign</b>	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.						
<b>On-Site Identification Sign</b>	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.
<b>Parked Vehicle Service Signs</b>	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.
<b>Portable Signs or Devices</b>	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.
<b>Post Signs</b>	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.
<b>Vehicle Drive Lane Sign</b>	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>
<b>Vehicle Drive Lane Accessory Sign</b>	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>
<b>Wall Sign</b>	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>
<b>Wall sign for Accessory Building</b>	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.	
<b>Window sign</b>	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>
<b>Yard Sign</b>	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:

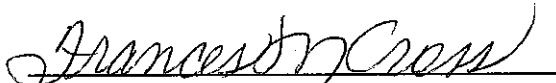
16-101. UNIFIED DEVELOPMENT CODE. There is hereby adopted in its entirety a standard code of zoning and subdivision regulations for the incorporated area of the City of Edgerton, Kansas entitled: **"EDGERTON, KANSAS UNIFIED DEVELOPMENT CODE, MARCH 3, 2004 EDITION"** containing Chapter 1, Zoning Regulations, 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.

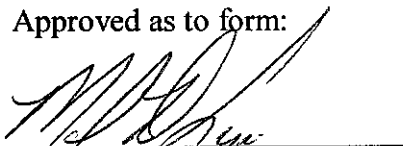
PASSED AND APPROVED by the Governing Body of the City of Edgerton, Kansas this 26<sup>th</sup> day of February, 2004.

  
Frances M. Cross, Mayor

ATTEST:

  
Rita M. Moore, City Clerk

Approved as to form:

  
Mark D. Lewis, City Attorney

## City Council Action Item

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**Council Meeting Date:** August 8, 2019

**Department:** Administration

### **Agenda Item: Consider the Strategic Communications Plan for the City of Edgerton**

#### **Background/Description of Item:**

With information sources becoming more fractured, it's important for the City to be able to effectively communicate with residents on whatever platforms they use. This communications plan addresses the need for the City to create social media accounts and develop policies for use of the City's website, newsletter and Notify JoCo account.

The National League of Cities says, "Strong communication with constituents and stakeholders is essential to an informed and trusting public. A well-rounded communications program covering media relations, constituents relations, social media and more can make local government stronger."

Under the Strategic Communications Plan, the City's website is the primary source for information for residents. Social media accounts will link back to the website when appropriate, supplementing the City's efforts to reach residents and stakeholders.

The City will continue to send the monthly newsletter and utilize Notify JoCo to alert residents. However, Notify JoCo will be used more for alerts and news that residents need to be aware of immediately.

The plan also includes a recommended social media policy that will be posted on Facebook and the City's website. It is based on best practices from other cities around the country.

Staff will only monitor social media during normal working hours. However, in times of emergency or under other special circumstances, those hours could be expanded as long as necessary.

The social media policy suggested is based upon industry best practices and policies from other cities, including Kansas City, Missouri; Olathe, Kansas; Sacramento, California; Easthampton, Massachusetts, and Greensburg, Kansas.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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<b>Recommendation: Approve the Strategic Communications Plan</b>
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**Enclosed:** City of Edgerton's Strategic Communications Plan

**Prepared by:** Kara Banks, Marketing and Communications Manager



# CITY OF EDGERTON STRATEGIC COMMUNICATIONS PLAN

*Telling the City of Edgerton's Story*

**Kara Banks**

Marketing and Communications Manager



## Municipal Communications and Marketing Strategy

Every government needs a good strategy to effectively communicate information to residents and the general public. That information should consist of public events, government meetings, emergency communications, sustainability initiatives, celebrations of success, changes in leadership, etc. The City of Edgerton needs to meet the people where they are, be it in-person or online through the City's website and social media channels. We must share the City of Edgerton's story with residents, businesses and community partners.

### Why is this important?

A clear, effective communications strategy can increase trust and restore relationships between the public and local government.

Good communications and marketing create a buzz among our residents. When people feel safe and the town runs smoothly, economic development will surely follow. High quality newsletters, websites and videos will improve the City's image.

Strategic communications help the City share its successes with the wider community and partners. This will accomplish two key goals: engaging stakeholders in their work and drawing more economic development interest for the city. The tone for the City's communications should be upbeat and optimistic about the future.

People are increasingly receiving information through various channels, especially social media sources like Facebook, Twitter, and neighborhood-specific sites, like NextDoor. Traditional sources like newsletters, flyers, and local media are still key for our residents. However, the City needs to incorporate social media to promote its successes and receive feedback from residents. The 2018 Citizen Survey indicated that 76% of respondents use the City Newsletter as a primary source of information about community activities and services, 51% use Facebook to find out what's happening in the community and 43% rely on word-of-mouth. Only about a third of residents currently use the City website for information about community happenings and less than 1 in 4 rely on Notify JoCo for updates.

### Objectives

- Implement the City's strategic communications plan to inform residents about pressing issues and events
- Develop and promote Edgerton's brand, benefits and services
- Promote trust and understanding through transparency
- Increase resident and stakeholder interaction and engagement



## Key Considerations for Messaging

The City website and newsletter must serve as the primary resource for City information. We should share the information from those avenues on social media. The City will be able to answer questions and have more of a “give-and-take” with residents on those social platforms.

Timeliness should also be considered. In this age of “fake news,” the City must quickly deal with misinformation before it is allowed to spread. Releasing as much information as possible is a priority. While there are certain circumstances where releasing details is not legally possible, the City should strive to be transparent with residents. The goal of Edgerton’s communications manager is to be as proactive and open as possible. We should try to anticipate questions before they’re asked.

## Audiences

Residents, Edgerton City Council, businesses, LPKC, local media, Edgerton City staff and community partners---including the school district, JCFPD #1, Sheriff’s Office, Johnson County Library.

## Emergency Operations and Communications

The City of Edgerton will use social media and the Notify JoCo system to inform the public in case of any disaster, either natural or manmade. We will also share information from other community partners, including the Johnson County Emergency Management Office, Sheriff’s Office or Fire District No. 1 on our social media pages.

## Notify JoCo

While the City will continue to utilize the Notify JoCo system, we will reduce use for non-immediate purposes and advertisements of City events.

Notify JoCo should be used for emergency notifications regarding streets, sewers, water or other impacts to city services.

## Plans

The City of Edgerton should first identify each source of communication we have with our residents. While that process should not take long, we do have to remember the different audiences for each and what the individual goals are for each source.

Once that process is complete, the City should set up its social media accounts and train any city employee that will use that social media source. A formal policy regarding social media should also be posted both on the city’s website and individual sites, if possible. See Appendix 1 for proposed policy language. Content development will be key.

The City Communications Manager should meet with department heads at least quarterly to discuss priorities and upcoming projects.





See the outline below for the process:

- I. Identify current communication sources
  - a. The City of Edgerton website
    - i. The most searched for information on a municipal website generally includes names and email/phone numbers for staff members, contact information for local emergency personnel, City events
    - ii. Need new, local photographs, instead of stock images
  - b. Municipal newsletter
  - c. Notify JoCo
  - d. Local newspapers, radio, TV, and blogs
    - i. Newspapers: Gardner News, Olathe News, Gardner Edge, Miami County Republic, Kansas City Star, Ottawa Herald, Baldwin City and Wellsville Community News
    - ii. Television news: KMBC, KCTV, KSHB, WDAF, KCPT
    - iii. News Radio stations: KMBZ, KCUR, KCMO
  - e. Community posting boards
  - f. Local businesses and their employees
  - g. Community networks, like civic organizations, PTO, local businesses
- II. Set up social media
  - a. Create social media policies that will comply with state and federal Open Records Act requirements
  - b. Set guidelines for employees that will use the City's social media
  - c. Raise awareness of City's social media presence by advertising it on newsletter, having Mayor and Council Members share posts from City
- III. Content development
  - a. Marketing and Communications Manager should meet with City department heads regularly to discuss priorities, major projects, public impacts
  - b. City newsletter should complement website and online presence, directing residents back to City Website for consistently updated information.
  - c. Boost awareness of city events with pre- and post-event social media posts
    - i. Use of video and images will increase online post effectiveness by placing it higher in the algorithms
  - d. Share relevant information from our partners in Johnson County, like the Sheriff's Office, Fire Department, Health Department, JoCo Library, etc
- IV. Evaluation
  - a. The City should survey residents regularly to determine effectiveness of communications
  - b. The City will analyze overall number of likes/followers on social media platforms and engagement levels to determine what messaging can be improved or made more effective



## Tailoring the message

The City needs to be mindful of the audience that we're targeting through our various forms of communication.

Edgertonks.org is our primary source for information for our residents. It should be updated regularly, featuring current projects and events. Videos and images of events should also be posted quickly.

The newsletter should be telling the success stories and informing the public about upcoming events and news.

Each social media platform is unique and so is its audience.

- **TWITTER:** News should be shared on Twitter, with links back to the website for details. Twitter is also the perfect place to put our messaging in front of stories with national interest. For example, a story about more warehousing jobs could be tied to LPKC and shared on Twitter, even if the story doesn't mention LPKC. We can also "live tweet" events, like City Council meetings.
- **FACEBOOK:** This is the social media network for everyone. Regular posts and responses are important to maintaining a successful Facebook presence. The City should focus on sharing pictures and videos of events, projects, even City Council meetings. We can also share posts from the Sheriff's Office, JoCo FD 1, even county departments. The City's Facebook page should be informative and relevant. This is likely where the City will receive many questions and even complaints from residents. We should be ready to quickly respond to those inquiries.

## Potential Pitfalls of Social Media

Accuracy and transparency are the top priority. We want to share our successes and learn from our mistakes. **Our social media pages will also not be monitored constantly, instead limited to normal City business hours.**

On social media, we also must be aware of what is happening in the rest of the world to avoid any potential gaffes that could easily be avoided.

The City must also archive posts to comply with KORA rules. Under K.S.A. 2018 Supp. 45-217, "Public record" means any recorded information, regardless of form, characteristics or location, which is made, maintained or kept by or is in the possession of: (A) Any public agency; or (B) any officer or employee of a public agency pursuant to the officer's or employee's official duties and which is related to the functions, activities, programs or operations of any public agency." So, anything that the City posts online is subject to open records laws.

The City should also publicly post our social media policies, so that citizens can easily find and access the information.



### Project costs and needs

While there is no cost to launch social media pages, the City should consider “boosting” certain posts to increase reach. The City should set aside money in the budget for marketing and communications. There will also be staff time involved for training on various platforms.

### Open Records Requirements

The City has several options for social media archiving to comply with FOIA and KORA requests: a third-party archival service, a monthly or quarterly page post export through Facebook Page Insights which would be saved on City servers or by taking a screenshot of every post. Staff recommends the quarterly page post exports. We will retain these posts in compliance with the City’s records retention policy.

### Implementation of Social Media – Phase 1

Upon Council approval, City Facebook and Twitter pages will launch within 30 days. On Facebook, posts will be made at least once a week initially, with more posts as engagement increases. Since social media is inherently social, the City accounts will also share relevant information from our community partners, like the Sheriff’s Office, Fire District #1, and the county. The City will also “boost” posts with high engagement, or likely engagement, if they feature pictures, videos or important content.

### Implementation – Phase 2

The City may launch more social media pages in phase 2, once we have solid engagement. This will include NextDoor and possibly Instagram. With a limited staff monitoring social media, the City will need to be cautious of over-expansion.

### Governing Body Review

The governing body should review this policy periodically and update as needed. The City can measure the success of the communications and marketing strategy through SEO on the website, social media analytics and engagement, media coverage of City events and anecdotal evidence. In the first year, staff will report back to the governing body on a quarterly basis about the city’s communications. In year two and beyond, reports will be issued annually.

## **APPENDIX 1**

### **Social media moderation**

Comment guidelines:

Posts containing the below mentioned will be removed from the City's social media:

- Off-topic comments or posts, spam or links to unrelated sites
- Vulgar or profane language or content
- Sexual or obscene posts
- Posts promoting or opposing political campaigns or ballot measures
- Personal attacks against other commenters
- Racial, religious, ethnic or other discriminatory posts
- Illegal activities
- Threats of any kind
- Cruelty against animals
- Solicitations of commerce
- Solicitations for donations, except for city-sponsored activities
- Endorsements of any brand name products
- Any information harmful to children
- Posts about alcohol or tobacco or illegal drugs

The City reserves the right to delete posts or comments that are objectionable or offensive in nature, not relevant, or inaccurate. Determination of whether there has been a violation of this policy, and whether any action is warranted, is made at the City's discretion. Repeat offenders may be banned from all future posts.

Comments from private individuals do not necessarily reflect the values, opinions or policies of the City.

Social media posts will be actively monitored from 8 a.m. to 4:30 p.m. Monday thru Friday. Comments submitted outside of those hours will be responded to as early as possible.

## City Council Action Item

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**Council Meeting Date:** August 8, 2019

**Department:** Public Works

### **Agenda Item: Consider Final Agreement with Miles Excavating Inc. and Overall Project Cost for 2019 Street Reconstruction Project**

**Background/Description of Item:**

On March 29, 2019, the City of Edgerton issued a Request for Qualifications seeking Design-Build teams for the design and construction of residential roadways, see attached map for street locations. These roadways are identified in the 2017 Street Program as passed their useful life. Once identified as passed their useful life, maintenance operations ceased, and development of this project began. The Project includes new installation of roadway, storm inlets, storm pipe, sidewalks, curb & gutter, and adjustments as needed to street lighting and utilities.

On May 23, 2019, City Council approved the preliminary design-build agreement with Miles Excavating. The design-build team is complete with the following items:

- 30% Design Plans
- 90% Drainage Plans
- Communications Plan
- Schedule and phasing plan
- Guarantee Maximum Price (GMP)

On June 27, 2019, Council approved the typical section for the project. The typical section is to consist of asphalt roadway, 28 foot from back of curb to back of curb, low back curb, sidewalk on one side of the street, sidewalk to be 5 foot in width, and 50 feet of street right-of-way. Sidewalk is to be replaced in the same location if it exists currently. When it does not exist, it is to be installed on either the North side or West side of the street.

On July 11, 2019, Council approved the Guaranteed Maximum Price of \$3,031,399.10. Also approved was the schedule with construction starting August 1, as well as an owner held and owner controlled contingency of \$30,000.

Enclosed is the draft Final Agreement between the City of Edgerton and Miles for the project. This agreement is the final step allowing us to start construction and complete the project by the end of the year.

The Final Agreement is still under review by both Miles and the City. All revisions are pending approval from City Engineer and City Attorney.

Also enclosed is a draft Project Cost Estimate. This estimate includes the following:

Preliminary Agreement	\$ 170,535
Final Agreement/GMP	\$ 3,031,399
Construction Inspection	\$ 120,000
City Engineer Time	\$ 40,000
Utility Relocation	\$ 25,000
Land Acquisition	\$ 25,000
Contingency	\$ 30,000
Misc (legal fees.)	\$ 500
Total:	\$ 3,442,434

The funding source for the project is identified by the CIP, as listed below:

General Fund	\$ 41,694
Street Excise Tax	\$ 382,556
Public Infrastructure Fund	\$ 1,483,252
Temp Notes	\$ 1,534,932
Total:	\$ 3,442,434

The project identified in the CIP consisted of less roadways than the current proposed project. During 2018 CIP work session, City Council authorized the addition of Heather Knoll to the scope of the project due to its significant deterioration and the economy of scale that will be achieved with a design/build team already working in the area.

As discussed in the CIP work session on October 18, 2018, staff recommends funding the project in the short term with temporary notes due to the timing of the major source of funding (City Maintenance Fee LPKC Phase I). Some of the funding is already on hand as some of the City Maintenance Fee from previous years – as well as street excise tax and unencumbered General Fund balance – was dedicated to the 2019 Street Reconstruction Project at that CIP work session. The remaining cost of the project will be covered by temporary notes until enough City Maintenance Fee proceeds are collected to repay the temporary notes.

Staff is recommending the use of temporary notes because they can be renewable for several years. The amount of temporary notes to be issued as well as the timing of issuing them is still being evaluated by staff and the City's financial advisor. The temporary note process is the same as the process to issue general obligation (GO) bonds. Authority to issue the notes is the same authority used to issue GO Bonds.

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

---

**Funding Source:**      General Fund                               \$    41,694  
                                 Street Excise Tax                       \$   382,556  
                                 Public Infrastructure Fund           \$ 1,483,252  
                                 Proposed Temp Notes               \$ 1,534,932  
                                 Project Total:                               \$ 3,442,434

**Budget Allocated:**   N/A

x Karen E. Kindle

**Finance Director Approval:**   Karen Kindle, Finance Director

**Recommendation: Approve Final Agreement with Miles Excavating, Inc. and the Overall Project Cost for 2019 Street Reconstruction Project pending changes from City Attorney and authorize the Mayor to execute the Agreement.**

**Enclosed:**           Draft Final Agreement, Project Cost Estimate

**Prepared by:**           Dan Merkh, Public Works Director  
                                 Trey Whitaker, Public Works Superintendent



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# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM**

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## **Document No. 525**

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



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# Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year of 2019, by and between the following parties, for services in connection with the Project identified below.

## **OWNER:**

*(Name and address)*

City of Edgerton, a Kansas municipality  
PO Box 255  
404 East Nelson Street  
Edgerton, KS 66021

## **DESIGN-BUILDER:**

*(Name and address)*

Miles Excavating, Inc.  
PO Box 458  
15063 State Avenue  
Basehor, KS 66007

## **PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

2019 Street Reconstruction Project

The City of Edgerton has a project area along the area consisting of Street A, Street B, and Street C (described below).

Street A consists of the following segments:

W. 7 <sup>th</sup> Street from W. Cumberland Drive to W. Edgewood Drive	(appx. 370 LF)
W. Cumberland Drive from W. 5 <sup>th</sup> Street to W. 6 <sup>th</sup> Street	(appx. 382 LF)
W. Cumberland Drive from W. 6 <sup>th</sup> Street to W. 7 <sup>th</sup> Street	(appx. 281 LF)
W. 4 <sup>th</sup> Street from W. Meriwood Lane to W. Edgewood Drive	(appx. 475 LF)
W. 5 <sup>th</sup> Street from the Cul-de-sac to W. Edgewood Drive	(appx. 137 LF)

Street B consists of the following segments:

W. 3 <sup>rd</sup> Circle from W. 3 <sup>rd</sup> Street to Cul-de-sac	(appx. 105 LF)
W. Shanandoah Drive from W. 4 <sup>th</sup> Street to W. 7 <sup>th</sup> Street	(appx. 918 LF)

Street C consists of the following segments:

Heather Knoll Drive from W. 3 <sup>rd</sup> Street to W. 4 <sup>th</sup> Street	(appx. 265 LF)
Heather Knoll Drive from W. 4 <sup>th</sup> Street to Heather Knoll Circle	(appx. 233 LF)
Heather Knoll Drive from Heather Knoll Circle to W. 7 <sup>th</sup> Street	(appx. 672 LF)
Heather Knoll Drive from W. 7 <sup>th</sup> Street to W. 8 <sup>th</sup> Street	(appx. 314 LF)
Heather Knoll Circle from Heather Knoll Drive to Cul-de-sac	(appx. 148 LF)

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

**2.1.1** All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

**2.1.2** The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

**2.1.3** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (Exhibit B – Bonds; Exhibit C – Insurance Requirements; Exhibit D – List of Permits; Exhibit E – Schedule of Values);

**2.1.4** The General Conditions of Contract; and

**2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

## **Article 3**

### **Interpretation and Intent**

**3.1** Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

**3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

**4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

**4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

**4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

**4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

**4.5 Owner's Indemnification for Use of Work Product.** If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion of the entire Work shall be achieved no later than October 25, 2019 ("Scheduled Substantial Completion Date").

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Date") shall be achieved as follows:

None.

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved by December 1, 2019. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Interim Milestone Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by three (3) days after the Scheduled Interim Milestone Date, Design-Builder shall pay Owner One Thousand Five Hundred Dollars (\$1500.00) as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Interim Milestone Date.

Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by three (3) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One Thousand Dollars (\$1000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Design-Builder understands that if Final Completion is not achieved by December 1, 2019. Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved by December 1, 2019, Design-Builder shall pay to Owner Two Hundred and Fifty Dollars (\$250.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced date.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Three Million Thirty-One Thousand Three Hundred Ninety-Nine Dollars and Ten Cents (\$ \$3,031,399.10) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

### **6.2 Allowance Items and Allowance Values.**

**6.2.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

**6.2.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

**6.2.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

**6.2.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.2.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.2.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

**6.3 The Guaranteed Maximum Price.** Design-Builder guarantees that it shall not exceed the GMP of Three Million Thirty-One Thousand Three Hundred Ninety-Nine Dollars and Ten Cents (\$ \$3,031,399.10). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on last day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

#### **7.2 Retainage on Progress Payments.**

**7.2.1** Owner will retain ten percent (10%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

**7.2.2** Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one percent (1%) per month until paid.

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.



## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.1.3** Overhead and profit in the amount of fifteen percent (15%) on the sum of items 8.1.1 and 8.1.2 above.

**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid fifteen percent (15%) of the remaining balance of the Contract Price.

**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid twenty-five percent (25%) of the remaining balance of the Contract Price.

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Donald Roberts  
Mayor  
City of Edgerton  
PO Box 255  
404 E Nelson  
Edgerton, KS 66021913.893.6231

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Beth Linn  
City Administrator  
City of Edgerton  
PO Box 255  
404 E Nelson  
Edgerton, KS 66021  
913.893.6231

## **9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Steve Miles  
President  
Miles Excavating Inc.  
15063 State Avenue  
Basehor, KS 66007

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Steve Miles  
President  
Miles Excavating Inc.  
15063 State Avenue  
Basehor, KS 66007

## **Article 10**

### **Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

#### **Performance Bond. (Exhibit B)**

X Required

☐ Not Required

**Statutory Bond. (Exhibit B)**

☒ Required

☐ Not Required

**Other Performance Security.**

☐ Required

☒ Not Required

**Article 11**

**Other Provisions**

**11.1 Other provisions, if any, are as follows:**

**11.1.1** Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties agree that the Design-Builder is obligated to achieve such standards.]

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Name of Design-Builder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.**

**City of Edgerton  
Project Cost Estimate**

<b>Project Number:</b>	8069	<b>Funding Status:</b>	Unfunded
<b>Dept:</b>	Public Works	<b>Project Status:</b>	
<b>Citizen Survey:</b>	1 - Streets	<b>Project Manager:</b>	Dan Merkh
		<b>Time Component:</b>	45%

**Project Name:** 2019 Street Reconstruction

**Project Description:** Street A, B, and C all are segments of roadway that are past their useful life. The project area is in the Southwestern section of Edgerton, located between 1st Street and 8th Street. The Street sections are typically 28 FT wide, with 50 FT of right-of-way, and have a total length of approximately 4,300 LF.

**Operations Impact:** The construction activities would have an impact on traffic throughout the construction zone.

**Additional Staff:** Karen Kindle Finance Time: 10%  
Trey Whitaker Co PM 25%

**Estimated Cost:** \$ 3,442,434 **Outside Funding Available?** No

**Notes:** Design-Build in 2 agreements

**Year of 2019  
Completion/Construction**

	Today's \$							
<b>Project Cost</b>								
D/B Prelim Agreement	\$ 170,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	3,031,399	-	-	-	-	-	-	-
Construction Administration	120,000	-	-	-	-	-	-	-
Contracted Staff Time	40,000							
Utility Relocation	25,000	-	-	-	-	-	-	-
Land Acquisition	25,000	-	-	-	-	-	-	-
Contingency	30,000							
Misc. (Legal, recording fees)	500	-	-	-	-	-	-	-
<b>Total Cost</b>	<b>\$ 3,442,434</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Project Financing</b>								
General Fund	\$ 41,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Highway Fund	-	-	-	-	-	-	-	-
Special Park & Rec Fund	-	-	-	-	-	-	-	-
PIF	1,483,252	-	-	-	-	-	-	-
CARS	-	-	-	-	-	-	-	-
KDOT	-	-	-	-	-	-	-	-
Other Cities	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-	-
Temp Notes	1,534,932	-	-	-	-	-	-	-
Street Excise Tax	382,556	-	-	-	-	-	-	-
Park Impact Fee	-	-	-	-	-	-	-	-
PIF Maintenance Fee	-	-	-	-	-	-	-	-
System Dev Fee - Water	-	-	-	-	-	-	-	-
System Dev Fee - Sewer	-	-	-	-	-	-	-	-
Revolving Loan Fund	-	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 3,442,434</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Project Location:**

## City Council Action Item

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**Council Meeting Date:** August 8, 2019

**Department:** Public Works

### **Agenda Item: Consider An Agreement With BG Consultants For Construction Administration and Observation Services for the 2019 Street Reconstruction Project**

**Background/Description of Item:**

On March 29, 2019, the City of Edgerton issued a Request for Qualifications seeking Design-Build teams for the design and construction of residential roadways. On May 23, 2019, City Council approved the preliminary design-build agreement with Miles Excavating. The design-build team is complete with the following items:

- 30% Design Plans
- 90% Drainage Plans
- Communications Plan
- Schedule and phasing plan
- Guarantee Maximum Price (GMP)

On June 27, 2019, Council approved the typical section for the project. The typical section is to consist of asphalt roadway, 28 foot from back of curb to back of curb, low back curb, sidewalk on one side of the street, sidewalk to be 5 foot in width, and 50 feet of street right-of-way. Sidewalk is to be replaced in the same location if it exists currently. When it does not exist, it is to be installed on either the North side or West side of the street.

On July 11, 2019, Edgerton City Council approved the Guaranteed Maximum Price (GMP), schedule, scope from Miles Excavating, Inc. for 2019 Street Reconstruction Project. These roadways are identified in the 2017 Street Program as passed their useful life. Once identified as passed their useful life, maintenance operations ceased, and development of this project began. The Project includes new installation of roadway, storm inlets, storm pipe, sidewalks, curb & gutter, and adjustments as needed to street lighting and utilities.

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 2019 Street Reconstruction 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 June 1, 2020, while the construction project will be completed by the end of 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. Staff will work with BG to best prioritize the use of their services to limit the project budget.

The Agreement is under review by the City Attorney. He will review with City Council any suggested revisions at the August 8, 2019 City Council Meeting.

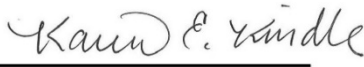
**Related Ordinance(s) or Statute(s): N/A**

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**Funding Source:** As described in City Council Agenda Item #13

**Budget Allocated:** N/A

**Finance Director Approval:**

x 

Karen Kindle, Finance Director

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<p><b>Recommendation: Approve An Agreement With BG Consultants For Construction Administration and Observation Services for the 2019 Street Reconstruction Project</b></p>
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**Enclosed:**

- Draft Agreement with BG Consultants

**Prepared by:** Dan Merkh, Public Works Director



## 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
2019 Street Improvements
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**

2019 Street 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 2019 Street 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 constructed 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

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**Council Meeting Date:** August 8, 2019

**Department:** Administration

**Agenda Item: Consider Resolution No. 08-08-19A Authorizing the Improvement or Reimprovement of Certain Main Trafficways Within the City of Edgerton, Kansas; and Providing for the Payment of the Costs Thereof.**

**Background/Description of Item:**

At the October 18, 2018, CIP Work Session, City Council authorized staff to move forward with the 2019 Street Reconstruction Project. Part of the project is being funded with temporary notes to be repaid with the City Maintenance Fee from LPKC Phase 1. At the July 25, 2019, Council Meeting, City Council took the first step in issuing the temporary notes by approving Ordinance 2016 designating the streets within the 2019 Street Reconstruction Project as main trafficways of the City.

The attached Resolution No. 08-08-2019A is the next step towards issuing the temporary notes. The resolution authorizes the project and provides for the payment of the project costs. The resolution includes a description of the project and the cost of the project, as well as how much of the project will be funded with temporary notes.

**Related Ordinance(s) or Statue(s):** K.S.A. 12-687 *et seq*

**Funding Source:** n/a

**Budget Allocated:** n/a

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

**Recommendation: Approve Resolution No. 08-08-19A Authorizing the Improvement or Reimprovement of Certain Main Trafficways of the City of Edgerton, Kansas; and Providing for the Payment of the Costs Thereof.**

**Enclosed:** Resolution No. 08-08-19A

**Prepared by:** Karen Kindle \* Finance Director

**RESOLUTION NO. 08-08-19A**

**A RESOLUTION AUTHORIZING THE IMPROVEMENT OR  
REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY  
OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE  
COSTS THEREOF.**

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**WHEREAS**, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 *et seq.* (the “Act”), and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, building any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts and drainage, trafficway illumination, traffic control devices, pedestrian ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

**WHEREAS**, the Act provides that all costs of improvements or reimprovements authorized thereunder, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large and may be funded, among others, by the issuance of general obligation bonds; and

**WHEREAS**, the governing body of the City of Edgerton, Kansas (the “City”), has by Ordinance No. 2016 designated certain streets within the City as main trafficways, as provided by and under the authority of the Act; and

**WHEREAS**, said governing body hereby finds and determines that it is necessary to improve or reimprove said main trafficways, and to provide for the payment of the costs thereof, all as provided by and under the authority of the Act.

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

**Section 1. Project Authorization.** It is hereby deemed and declared to be necessary to improve or reimprove the main trafficways hereinafter set forth:

<u><b>Main Trafficway</b></u>	<u><b>Location</b></u>
W. Cumberland Drive	W. 7 <sup>th</sup> St. to W. 5 <sup>th</sup> St.
W. 7 <sup>th</sup> Street	W. Edgewood Dr. to W. Cumberland Dr.
W. 5 <sup>th</sup> Street	W. Edgewood R. to W. Cumberland Dr.
W. 4 <sup>th</sup> Street	W. Edgewood Dr. to W. Meriwood Ln.
Shanandoah Drive	W. 7 <sup>th</sup> St. to W. 4 <sup>th</sup> St.
Heather Knoll Drive	Edgerton Rd. to W. 3 <sup>rd</sup> Circle (including cul de sac)
Edgewood	W. 8 <sup>th</sup> St to Co-Op Rd

(collectively, the “Project”) under the authority of the Act, in accordance with plans and specifications therefor prepared or approved by the City Engineer.

**Section 2.      Financing Authority.** The estimated costs of the Project, including construction, engineering fees, acquisition of right-of-way and easements, contingencies and administrative expenses are \$3,743,000. A portion of the costs of the Project shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”) in an amount not to exceed \$1,835,000\_, plus any interest on interim financing and associated financing costs, with the balance of said estimated costs to be paid from other available funds of the City.

**Section 3.      Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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**ADOPTED AND APPROVED** by the governing body of the City of Edgerton, Kansas, on August 8, 2019.

(Seal)

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Donald Roberts, Mayor

ATTEST:

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Rachel James, City Clerk

APPROVED AS TO FORM ONLY.

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Lee Hendricks, City Attorney

## City Council Action Item

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**Council Meeting Date:** August 8, 2019

**Department:** Public Works

**Agenda Item: Consider Ordinance No. 2017 Approving The Description And Survey Of Lands Necessary For Acquisition Of Easements And Road Right-Of-Way Needed For Constructing 207<sup>th</sup> Street East of Waverly Project And Associated Improvements**

**Background/Description of Item:**

On July 11, 2019 Edgerton City Council approved the 207<sup>th</sup> East of Waverly Design-Build project. This project includes the design and construction of 207<sup>th</sup> Street East of Waverly. The project will be designed and constructed so that standard section of road is 42' back to back and will be installed with curb and gutter. A 14' center turn lane will be included with the two 12' drive lanes. The rebuilt section will connect to the 207<sup>th</sup> Street/Waverly Road intersection that was recently rebuilt as part of the reconstruction of Homestead Lane and 207<sup>th</sup> Street.

The Project requires acquisition of rights-of-way and easements from several property owners along the corridor. Staff has spoken with the sole property owner on the south side of 207<sup>th</sup> Street that is affected by the project and continues to negotiate easements with the property owner as the preferred method to acquire the easements and Right-of-Way. However, in case negotiations do not reach a conclusion that satisfies both parties, staff would like to proceed with the next step in the condemnation process in the meantime.

On July 11, 2019 City Council took the first step by passing Resolution No. 07-11-19D confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Passing that resolution does not prohibit the City from continuing to negotiate and/or acquire the easements. It simply authorizes the preparation of the descriptions. That Resolution with the remaining easements needed was published in the Gardner News on July 17 and July 24.

Enclosed with the packet is a draft ordinance still under review by the City Attorney. Any revision to the draft Ordinance will be reviewed with City Council at the August 8, 2019 meeting.

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

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**Funding Source:** N/A

**Budget Allocated:** N/A

**Finance Director Approval:** N/A

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**Recommendation: Approve Ordinance No. 2017 Approving The Description And Survey Of Lands Necessary For Acquisition Of Easements And Road Right-Of-Way Needed For Constructing 207<sup>th</sup> Street East of Waverly Project And Associated Improvements**

**Enclosed:** Draft Ordinance

**Prepared by:** Scott Peterson, Assistant City Administrator



## **ORDINANCE NO. 2017**

### **AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING 207<sup>TH</sup> EAST OF WAVERLY PROJECT AND ASSOCIATED IMPROVEMENTS**

WHEREAS, K.S.A. 26-201 requires that, prior to commencing condemnation proceedings, the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by the proposed improvement.

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

**Section 1.** That the description and survey of rights-of-way, permanent easements and temporary construction easements necessary for the construction of 207<sup>th</sup> Street East of Waverly Road within Johnson County, Kansas -- as prepared by the City's retained engineering consultants, approved by the City Engineer, and filed with the City Clerk pursuant to Resolution No. 07-11-19D (adopted by the Governing Body of the City of Edgerton, Kansas on July 11, 2019), are hereby approved.

**Section 2.** That the action of the Governing Body of the City of Edgerton, Kansas in acquiring rights-of-way, permanent and temporary easements necessary for construction of 207<sup>th</sup> Street East of Waverly Road within Johnson County, Kansas has been declared necessary by the Governing Body.

**Section 3.** That the acquisition of rights-of-way, permanent and temporary easements, as described hereinafter, is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

**Section 4.** That there be and there is hereby declared to be public necessity to acquire, by Eminent Domain Proceedings for the purpose of constructing 207<sup>th</sup> Street East of Waverly Road all as described in Section 1 of this Ordinance, the land hereinafter described:

**Bottoms Property: 30485 W 207<sup>th</sup> Street**

#### Permanent Roadway Right-of-Way

All that part of the Northwest Quarter of Section 14, Township 15 South, Range 22 East, of the 6th Principal Meridian, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence along the North line of said Northwest Quarter, North 88°29'08" East, a distance of 70.25 feet; thence departing said North line and perpendicular to said North line, South 01°30'52" East a distance of 25.00 feet, to a point on the south line right-of-way line of 207th Street, as it now exists, said point also being the POINT OF BEGINNING; thence along said South right-of-way line and parallel with said North line, North 88°29'08" East a distance of 2614.38 feet, to a point on the East line of said Northwest quarter; thence along said East line, South 01°43'08" East a distance of 25.00 feet; thence departing said East line and parallel with the said North line and parallel to said South right-of-way line, South 88°29'08" West a distance of 2649.93 feet; thence North 53°18'11" East a distance of 43.39 feet to the POINT OF BEGINNING, containing 65804 square feet, or 1.511 acres, more or less.

Temporary Construction Easement

TRACT 1

All that part of the Northwest Quarter of Section 14, Township 15 South, Range 22 East, of the 6th Principal Meridian, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence along the North line of said Northwest Quarter, North 88°29'08" East, a distance of 400.00 feet; thence departing said North line and perpendicular to said North line, South 01°30'52" East a distance of 50.00 feet, to a point on the proposed South right-of-way line of 207th Street said point also being the POINT OF BEGINNING; thence along said proposed South right-of-way line and parallel with said North line, North 88°29'08" East a distance of 300.00 feet; thence departing said proposed South right-of-way line and perpendicular to said line, South 01°30'52" East a distance of 15.00 feet; thence parallel to said proposed South right-of-way line, South 88°29'08" West a distance of 250.00 feet; thence perpendicular to said proposed South right-of-way line, South 01°30'52" East a distance of 30.00 feet; thence parallel to said proposed South right-of-way line, South 88°29'08" West a distance of 50.00 feet; thence perpendicular to said proposed South right-of-way line, North 01°30'52" West a distance of 45.00 feet to the POINT OF BEGINNING, containing 6000 square feet, or 0.138 acres, more or less.

AND

TRACT 2

All that part of the Northwest Quarter of Section 14, Township 15 South, Range 22 East, of the 6th Principal Meridian, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence along the North line of said Northwest Quarter, North 88°29'08" East, a distance of 1630.00 feet; thence departing said North line and perpendicular to said North line, South 01°30'52" East a distance of 50.00 feet, to a point on the proposed South right-of-way line of 207th Street said point also being the POINT OF BEGINNING; thence along said proposed South right-of-way line North 88°29'08"

East, a distance of 149.86 feet; thence departing said proposed South right-of-way line, South 66°05'49" West a distance of 367.56 feet; thence North 28°29'43" West a distance of 33.67 feet; thence North 60°18'07" East a distance of 232.89 feet to the POINT OF BEGINNING; less that part taken as permanent drainage easement, containing 13210 square feet, or 0.303 acres, more or less.

#### Drainage Easement

All that part of the Northwest Quarter of Section 14, Township 15 South, Range 22 East, of the 6th Principal Meridian, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence along the North line of said Northwest Quarter, North 88°29'08" East, a distance of 1630.00 feet; thence departing said North line and perpendicular to said North line, South 01°30'52" East a distance of 50.00 feet, to a point on the proposed South right-of-way line of 207th Street said point also being the POINT OF BEGINNING; thence along said proposed South right-of-way line and parallel with said North line, North 88°29'08" East a distance of 60.00 feet; thence departing said proposed South right-of-way line and perpendicular to said proposed South right-of-way line, South 01°30'52" East a distance of 20.00 feet; thence parallel with said proposed South right-of-way line, South 88°29'08" West a distance of 60.00 feet; thence perpendicular to said proposed South right-of-way line, North 01°30'52" West a distance of 20.00 feet to the POINT OF BEGINNING, containing 1200 square feet, or 0.028 acres, more or less.

**Section 5.** That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 8<sup>th</sup> of August, 2019.

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Donald Roberts, Mayor

(Seal)

ATTEST:

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Rachel A. James, City Clerk

APPROVED AS TO FORM:

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Lee W. Hendricks, City Attorney