

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
JANUARY 12, 2023
7:00 P.M.**

Call to Order

1. **Roll Call** _____ Roberts _____ Longanecker _____ Lewis _____ Beem
 _____ Lebakken _____ Malloy
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Approve Minutes from December 15, 2022 Special City Council Meeting
5. Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2023.

Motion: _____ Second: _____ Vote: _____

Regular Agenda

6. **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.
7. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

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

8. **Introduction** of new hire Zachary Moore, Development Services Director.

Business Requiring Action

9. **CONSIDER ORDINANCE NO. 2127 AMENDING CHAPTER XV, ARTICLE 1, SECTION 15-122 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER ORDINANCE NO. 2128 AMENDING ARTICLE 12 – SIGN REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS TO SECTION 4 RELATED TO EXEMPTED SIGNS, AS AMENDED, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Motion: _____ Second: _____ Vote: _____

11. Report by the City Administrator

- Quarterly Update from Johnson County Sheriff's Office
- 2022 Recreation in Review

12. Report by the Mayor

13. Future Meeting Reminders:

- January 26th – City Council Meeting – 7:00PM
- February 9th – City Council Meeting – 7:00PM
- February 14th – Planning Commission Meeting – 7:00PM
- February 23rd – City Council Meeting – 7:00PM

14. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

January 18: Senior Lunch & BINGO
February 8: Silver Screens & Cinema Club: The Last Time I Saw Paris
February 14: Tales for Tots
February 10: Sweetheart Boogie
February 17: Kids Spa Morning
February 17: Kids Car Track Afternoon
February 21: Mardi Gras Beignets and Masks

City of Edgerton, Kansas
Minutes of City Council Special Session
December 15, 2022

A Special Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on December 15, 2022. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Josh Beem	present
Deb Lebakken	present
Bill Malloy	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Attorney, Lee Hendricks
- City Clerk, Alex Clower
- Public Works Director, Dan Merkh
- Finance Director, Karen Kindle
- Accountant, Justin Vermillion
- Marketing & Communications Manager, Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

Consent Agenda

4. Confirm Request for a Special Meeting of the Edgerton City Council

Councilmember Lebakken moved to approve the request for a Special City Council Meeting, seconded by Councilmember Beem. The request for a special meeting was approved, 5-0.

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)*

5. Approve Minutes from November 10, 2022 Regular City Council Meeting
6. Approve Minutes from December 1, 2022 Special City Council Meeting
7. Approve Large Animal Permit for Darren Suete, 1313 W 8th Street
8. Approve the Renewal of the Cereal Malt Beverage License Applications for 2023
9. Approve Resolution No. 12-15-22A Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
10. Approve Letter of Understanding with Johnson County Human Services for 2023 Utility Assistance
11. Approve Final Acceptance of 191st Turn Lane Public Improvements Project

Mayor Roberts stated staff requested the draft minutes from the November 10th meeting be removed for further comments.

Mayor Roberts then requested motion to approve the remaining items on the consent agenda.

Councilmember Lewis moved to approve the consent agenda with item 5 being removed, seconded by Councilmember Longanecker. The consent agenda was approved, 5-0.

Ms. Linn stated staff requested the minutes be removed because at the time of publication, staff had not yet heard back from the City Attorney on the portion related to the pending lawsuits. She stated red lined minutes have been provided to Council for their review.

With no questions or comments, Mayor Roberts then requested motion for the approval of the November 10th minutes.

Councilmember Lewis moved to approve the minutes, seconded by Councilmember Longanecker. The November 10th minutes with the addition of City Attorney language was approved, 5-0.

Regular Agenda

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

13. **Public Comments.** There were no public comments made.

Business Requiring Action

14. **CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2023**

Ms. Linn stated the annual agreement with the Sheriff's Office for Edgerton Policing Services are generally the same as the services provided in the 2022 agreement, including the "Power Shift". She stated the agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of the state of Kansas and the ordinances of the City.

She stated the agreement states that the level of service shall be the same that is provided for the unincorporated area of the county by the Sheriff. The agreement specifically states that service shall be provided within the Edgerton district on a full-time basis, twenty-four hours a day. A fully-manned patrol car is to be stationed in the Edgerton district and an additional patrol car or cars be available as needed from adjacent districts. She stated the 2023 agreement also includes the same language from the 2022 agreement for the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours a week.

She stated the 2023 agreement includes in Section 6 "Community Event Planning" related to public meetings in which the city may need additional support from the Sheriff's Office. The requirement remains the same to provide sufficient advance notice of these types of events that may result in attendance by large numbers of people, that may result in the blocking of

roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

She stated all remaining items in the agreement are the same as the agreement in 2022, including the County providing a bailiff for municipal court, enforcement of city ordinances and hosting an annual town hall meeting. She stated the agreement requires the county to provide periodic reporting to both the City Council and the City Administrator. The agreement also states the City shall provide an attorney serving as municipal judge, prosecutor, and a designated qualified court clerk to supervise the court docket. She stated the agreement also includes that if the city were to acquire License Plate Readers, the equipment would be transferred to JCSO as requested by the City.

The budget highlights for the agreement are listed within the council packet. The cost for the total agreement was provided by the Sheriff's Office in preparation of the 2023 Annual Budget, therefore there is sufficient funding available.

Mayor Roberts invited Sheriff Hayden to introduce himself to the Governing Body.

Sheriff Hayden stated Edgerton and Desoto are growing like crazy. He stated unfortunately there have been times where the department has run into inconsistency and due to this, he would like to look at the possibility of assigning a group of officers to the cities, allowing for more consistency. He stated this would give each jurisdiction their own "police department" in a way, instead of rotating deputies through like is done now, except for the "Power Shift" officer.

Mayor Roberts asked if the Governing Body had any questions for Sheriff Hayden.

Councilmember Longanecker confirmed the Sheriff's idea that the city should have multiple officers instead of just one.

Sheriff Hayden stated yes, he would like to see the possibility of having a team assigned to the city which would basically work as the city's own police department. He stated the city may not be there in growth yet, but certainly is heading that way.

Councilmember Longanecker stated familiar faces make a difference to people.

Sheriff Hayden agreed. He stated he wants to focus on relationships and being able to prioritize the community needs and safety.

Mayor Roberts stated there will be a work session in the first quarter of the year regarding the Sheriff's Department contract before renewing for the next calendar year.

Sheriff Hayden stated he wants to make sure the community is taken care of and appreciates the Councilmembers for their confidence in the Sheriff's Department thus far.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement with the Johnson County Sheriff for law enforcement services for fiscal year 2023.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lewis. The agreement with the JCSO for law enforcement services was approved, 5-0.

15. CONSIDER A CONTRACT WITH ELEVATEEDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2023

Ms. Linn stated in 2017, ElevateEdgerton! was formed as a public-private entity dedicated to driving development to Edgerton. During the 2023 Budget Process, the President of ElevateEdgerton! James Oltman requested funding from the City. She stated similar to other partner entities, the City has done an annual agreement for this type of funding allocation. She stated the draft agreement was provided in the council packet. This agreement requires EE! to prepare a plan of work describing the specific deliverables for that year. She stated the proposed deliverables are also included with the draft agreement in the council packet. She stated the term of this agreement is on a calendar basis and will commence on January 1 and terminate on December 31, 2023.

She stated attracting businesses to Edgerton is a time-consuming process that requires specialized knowledge and strong relationships with agencies. Due to the significant importance of continued development and growth of the business sector, staff recommends the Council continue to secure these services from ElevateEdgerton!.

Mayor Roberts invited James Oltman to present.

Mr. Oltman stated the agreement is the same as previous years and the funding request is the same as the past four years. He reviewed some of the successes from 2022, which includes the addition of a 750,000 square foot distribution center for Simmons Pet Food, the Dwyer Farms housing development, the ITI Intermodal expansion, and the opening of the new Goodcents restaurant. He also highlighted the EDGE Grant Program, which was completely funded by private dollars from ElevateEdgerton! investors. He stated this program allowed residents to apply for beatification grants and offered small business funding to either improve their businesses or attract new businesses to the City. His organization also donated \$5,000 back to the community through organizations like the food pantry, museum and community events.

He stated recently a panelist at the Midwest Real Estate Industrial Summit commented that someone should do a case study on Edgerton due to the success the City has seen in its public-private partnerships.

Mayor Roberts stated he and Ms. Linn have met with at least 5 different cities from the United States that want to mimic what Edgerton has done because of our success.

Councilmember Longanecker stated EE! has also donated to senior lunch.

Councilmember Lewis stated his business at Lewis Indoor Athletics received grant money that has allowed for a higher level of service to be provided for advanced young athletes.

Mayor Roberts stated he appreciates what James does and believes this is the most successful route for economic development.

With no further questions or comments, Mayor Roberts requested motion to approve the yearly contract with ElevateEdgerton! to provide Economic Development Services for 2023.

Councilmember Longanecker moved to approve the agreement, seconded by Councilmember Lewis. The contract was approved, 5-0.

16. CONSIDER AGREEMENT WITH INCITE DESIGN STUDIO FOR PHASE II DESIGN SERVICES FOR THE GREENSPACE PROJECT

Ms. Linn stated in 2021, the City Council approved an agreement with Incite Design Studio for Phase I design services for The Greenspace Project. She stated this phase includes finalizing of public input, schematic design, delivery method assessment and finalizing scope and construction estimates. She stated Phase I is complete.

She stated in September 2022, the City Council approved an updated scope, budget and schedule for The Greenspace Project following an update from the City's Project Team at a work session in August. She stated this presentation included a summary of the project history, including the priorities of the citizens expressed at public engagement. She stated experts from Henderson Building Solutions (HBS), the City's Owner Representative, discussed the current conditions of the construction market, including the significant increases in costs of non-residential construction inputs, such as steel and gypsum products.

She stated the City's Project Team has been working to complete Design Development and the city is ready to move into Phase II of Design to finalize the design and prepare construction documents. She stated a draft agreement with Incite Design Studio is included in the council packet as well as a summary of services to be included in that Phase II of the project.

She stated the costs for services within the budgeted amount for Design Services presented to the City Council in August 2022. She stated staff anticipates bidding for the project in early spring with construction to begin next summer.

She stated this agreement has been reviewed and approved by the City Attorney.

With no questions or comments, Mayor Roberts requested motion to approve the agreement with Incite Design Studio for Phase II Design Services for The Greenspace.

Councilmember Lewis moved to approve the agreement, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

17. CONSIDER AGREEMENT WITH HENDERSON BUILDING SOLUTIONS FOR GREENSPACE PROJECT TO PROVIDE OWNERS REPRESENTATIVE SERVICES DURING THE CONSTRUCTION PHASE

Ms. Linn stated in November 2021, the City Council approved an agreement with Henderson Building Solutions (HBS) for Owner Representative Services for The Greenspace Project. She stated that agreement included owners' rep services only for the pre-construction phase.

She stated as the project prepares for the construction phase, staff would recommend entering into an agreement with HBS to provide these services during the construction phase of the project. She stated HBS brings significant experience in vertical construction and is crucial to the successful completion of the project, staying within the budget and schedule. She stated the agreement is structured similar to City Engineer services where the city pays only for hours provided. HBS has agreed to a Not-to-Exceed amount for the agreement based on projected hours estimated from the construction schedule. She stated the amount is within the budgeted amount for Construction Administration and Inspection Services.

She stated staff anticipates bringing to a future council meeting an additional agreement for construction phase services with HBS for Testing and Balancing and Commissioning of equipment for the building.

She stated this agreement is still pending review by City Attorney.

Mayor Roberts stated he has witnessed Henderson in their areas of expertise and appreciates their insights.

With no further questions or comments, Mayor Roberts requested motion to approve the agreement pending City Attorney approval for the not to exceed amount as listed within the council packet.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

18. CONSIDER PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF EDGERTON AND OLSSON INC. FOR STREETLIGHT STUDY AND INVENTORY

Mr. Merkh addressed the Council. He stated in September 2022, the City issued a request for qualifications seeking engineering teams for the analysis of the Streetlight and Inventory. This project includes the analysis of the current inventory and condition of streetlights within Edgerton City limits, including the LPKC area. He stated the city only received one response to the RFQ from Olsson Inc and after reviewing the response and meeting with the team, Olsson is recommended as the best, most qualified team for the project. He stated Olsson has significant experience with this type of work with other municipalities of similar size as well as those of larger populations. He stated the scope of work is listed within the council packet and includes items such as Streetlight assessment and recommendations, recommendations of

future streetlighting in certain areas, and analysis of existing system practice, etc. He stated at conclusion of this project, Olsson will prepare a report that includes CIP plan, maps and implementation plan for all recommendations. That report will also include a summary of buy-back review.

He stated the provided draft Professional Services Agreement is still under review by both the City and Olsson, Inc. for the Project. All revisions are pending approval by City Engineer, Insurance Rep and the City Attorney.

He stated the budget for the project is included in the 2023-2027 Adopted CIP in the amount of \$66,500 with 100% of funding from the General Fund. Upon approval from the City Attorney, staff would recommend entering into a contract with Olsson, Inc. to inventory the City's current streetlight assets and study the system, including overall coverage of existing lights, as well as buy-out procedures that would need to occur with Evergy.

He stated Jeremy Stretz with Olsson is in attendance, should the Council have any questions he may answer.

Mayor Roberts stated this project will come out of current CIP with a list of future items that council will be able to decide on as far as standards for future use, etc. He asked what the current code says related to lighting.

Mr. Stretz stated if a project came up, Olsson would be able to provide a quick response for street lighting in residential streets. He stated they will gather some data, including level of lights, what is acceptable for the city, etc. and apply that to the two major portions, Industrial and Residential with level of lights that will work for both and creating criteria that will reflect that.

Councilmember Lewis asked if there is a current code for the industrial park.

Mayor Roberts stated there is currently not a technical code adopted, but there have been standards that have been implemented on 207th Street. He stated from a safety and standards perspective, there should be standards implemented on all levels.

Ms. Linn stated there are standards that exist on the private side, but as far as public and infrastructure on road, there is not yet a code adopted.

Mayor Roberts asked if the trails can be assessed as well.

Mr. Merkh stated they have not had discussion on trails specifically, but if that were a direction the council would like to see, staff can discuss with Olsson and see if this can be apart of the existing task or if it can be something addressed in the future.

Ms. Linn stated staff can add lighting as part of the trails master plan.

Councilmember Lewis stated there is some kind of trail in the new development, and he asked if there is a requirement for lighting there.

Mayor Roberts stated there are sidewalks in the new development and maybe some type of trail. Sidewalks are covered from streetlights. He stated the county wants to expand their trail system throughout the county and connect all trail systems and at some point, the city's system will need to be planned too. He stated accomplishing a trail project with road project in conjunction may get more grant funding.

With no further questions or comments Mayor Roberts requested motion to approve the agreement pending approval of the city, Olsson and the City Attorney.

Councilmember Lewis moved to approve the agreement, seconded by Councilmember Longanecker. The motion was approved, 5-0.

19. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM

Ms. Linn stated annually the City Council has approved an agreement with the Edgerton Historic Society for the use of the museum building similar to the agreement with the Johnson County Library, since the museum is housed in a building owned by the city. She stated the draft agreement continues the arrangement for this next year which contemplates the Edgerton Historic Society would pay the City a monthly fee. In the past the Council has set that fee at \$1 for the entirety of the agreement year, but Council may determine an appropriate amount and insert that into this agreement.

She stated the agreement has been reviewed and approved by the City Attorney and is valid for one year, beginning January 1, 2023, through December 31, 2023. She stated either party may elect to not renew the agreement with two months prior notice.

Mayor Roberts invited Charlie Troutner, curator for the Museum, to address the Council.

Mr. Troutner stated roughly 5,500 people from all over the world have visited the museum and they have had some great traffic throughout to view the different exhibits. He stated it has been a great year for them.

He stated due to some health reasons he will be unable to maintain the ramp to the back door of the facility and would like to ask if the city would be able to take over that responsibility. He stated he had some volunteers in the past but due to different hours for museum, their schedules did not always align. He stated he believes a group of volunteers could work with better communication, but if the city would do it, he would know it would be done when they do the surrounding area.

Ms. Linn stated the challenge she could see is that the city is not open the same hours the museum is and as far as individual facilities, staff within those facilities try to clear the areas

adjacent to them so the Public Works staff can focus on clearing the roadways. She stated City Hall staff is open to maintaining the ramp if needed, but there would be a challenge on the weekends when staff is not here.

Mayor Roberts stated he believes they should first try to look for volunteers and then if that does not work, staff could look at their availability. He stated he believes using volunteers is a great way to keep the community involved with the museum.

Councilmember Beem stated he clears the snow at the Bank across the street, so if Mr. Troutner needed help, he wouldn't mind helping.

Councilmember Lewis stated he has kids who would love to help too. Councilmember Malloy echoed those comments.

Mayor Roberts stated another thing to consider is that the handicap ramp and parking lot is listed as a project in the CIP.

With no further questions or comments Mayor Roberts requested motion to approve the agreement for a fee of \$1.00 for the year. Councilmember Lewis donated \$1.00 for the agreement.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Malloy. The agreement was approved, 5-0.

20. CONSIDER AN AGREEMENT RENEWING AN EXISTING FACILITY USE AND MAINTENANCE AGREEMENT FOR THE BANK OF KNOWLEDGE AND AUTHORIZING ITS USE BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY AS A LIBRARY FACILITY

Ms. Linn stated in 2009, the City approved the first agreement with the Board of Directors for the Johnson County Library for the use of the Bank of Knowledge as a library facility for the citizens of Edgerton. She stated since then, the city has approved an annual agreement in compliance with Kansas Cash Basis Law.

She stated for this year's agreement, staff from both entities worked to update several sections of the agreement to be more proactive related to the maintenance of the building. She stated a summary of those changes are provided in the council packet and include items such as a point of contact person for scheduling vs. construction, Capital Improvements Projects and costs associated, Maintenance Items and the time frame for repairs and costs associated, and an increase in facility rent.

She stated the agreement has been approved by the City Attorney.

Mayor Roberts stated he would like to thank staff from both entities for working diligently to bring this agreement forward. He stated building is a beautiful facility and an asset to have here in Edgerton.

With no questions or comments, Mayor Roberts requested motion to approve the agreement with the Johnson County Library for Facility Use and Maintenance.

Councilmember Beem moved to approve the motion, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

21. CONSIDER AN AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND THE CITY OF EDGERTON, KANSAS, FOR THE IMPROVEMENT OF THE EDGERTON BANK OF KNOWLEDGE BUILDING

Ms. Linn stated in October 2021, the City Council approved two capital improvement projects for the Bank of Knowledge building to repair the roof and the exterior brick. She stated these two projects are under construction today. The MOU states the costs of these projects will be split 50/50 between the City and the Johnson County Library with funding provided by the City and a 50% reimbursement by the JCL.

Ms. Linn stated what the brick work being done could also be done to the City Hall building.

With no further questions or comments, Mayor Robert requested motion to approve the agreement with the Johnson County Library for the improvements to the Edgerton Bank of Knowledge Building.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The agreement was approved, 5-0.

WALK ON: CONSIDER THE PURCHASE OF A SEWER JETTER, TO BE PURCHASED FROM ARMOR EQUIPMENT

Mayor Roberts stated staff would like to Walk On an item and invited Mr. Merkh to give a summary of the item request.

Mr. Merkh stated in July 2022, staff presented the Vehicle and Equipment Replacement Program to the City Council and as part of that presentation staff made recommendations for funding the current program. He stated outlined in the recommendation before council was the purchase of a trailer mounted Sewer Jetter. He stated this piece of equipment is vital to keeping the sanitary sewer and storm systems clean and clear of debris, as well as properly flowing. This practice helps reduce backups on the sanitary sewer side as well as flooding on the storm system and adjacent properties.

He stated the current jetter unit is from 2009. It has started to show its age and requires annual, urgent, and emergency maintenance activities outside of the standard preventative nature. He stated this maintenance is both time consuming and expensive.

He stated using the city's policy, the city solicited bids for a new jetter. Four bids were received with two not meeting the minimum specifications and requirements. He stated of the remaining two bids, staff would recommend the purchase of the demo unit from Armor Equipment for a price not to exceed \$94,840. He stated this unit meets all requirements and includes hydraulic height adjustment, something the current unit is not equipped with. He stated additionally, Armor Equipment was the only vendor that provided a trade in value of \$17,000 for our current unit, bringing the cost to \$77,840. He stated the budget allocated for this item is \$92,000. He stated if approved, the expenditure is scheduled to occur in 2023 and the unit will be delivered within the first quarter.

Councilmember Longanecker asked what the budget is.

Mr. Merkh stated \$92,000

Ms. Linn stated in this instance, the city will also do a trade-in of the old equipment. She stated typically items are sold on an auction site and generally the auctions do not bring in as much as the trade-in value for this item.

Mayor Roberts stated one of the biggest reasons the new policy was approved was for things like this – to try to capitalize on trade-in and sales value and maintain the fleet. He stated staff has been very diligent with the budget and to get to a point where there is new and reliable equipment. He stated \$17,000 on a trade in for new equipment is great.

Councilmember Lewis stated having the right equipment to allow for efficiency is super important and allows for as many projects as possible to be completed and for them to be completed safely.

Councilmember Lebakken asked if there was a discount because it is a demo unit.

Mr. Merkh stated yes, it is a slight discount.

Ms. Linn stated responsiveness is key too. To have a unit ready to go at any given moment, whereas the old unit had many items of maintenance that had to be performed before using and after using, using quite a bit of time.

Councilmember Beem asked if this was an upgrade from the old unit.

Mr. Merkh stated yes, this unit has a winterizing function and can be stored outside, the pumps are a little bigger, and gives staff greater control.

With no further questions or comments Mayor Roberts requested motion to approve the request to purchase a Sewer Jetter from Armor Equipment in an amount not to exceed, \$77,840.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 5-0.

WALK ON:

- 1. CONSIDER RESOLUTION NO. 12-15-22B, APPOINTING KAREN KINDLE AS CITY TREASURER FOR THE CITY OF EDGERTON, KANSAS.**
- 2. CONSIDER RESOLUTION NO. 12-15-22C, SETTING FORTH THE AUTHORITY FOR MEMBERS OF THE GOVERNING BODY AND CITY STAFF WITH REGARD TO THE CITY'S ACCOUNTS AT CENTRAL BANK OF THE MIDWEST.**

Mayor Roberts stated he received a call from Irene Eastwood earlier in the week and she told him she was retiring for the last time. He stated Irene has worked to City Hall everyday to be the Treasurer for the last 11 years and he appreciates her service to the community.

Ms. Linn stated before the City Council are two resolutions, Resolution 12-15-22B will appoint Karen Kindle, the Finance Director to also serve as the City Treasurer. The second one, Resolution 12-15-22C, updates the signors on the accounts at Central Bank of the Midwest.

With no questions or comments Mayor Roberts requested motion to approve Resolution No. 12-15-22B, appointing Karen Kindle as City Treasurer.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The resolution was approved, 5-0.

Mayor Roberts then requested motion to approve Resolution No. 12-15-22C, updating the signors on the city's bank accounts.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The resolution was approved, 5-0.

22. Report by the City Administrator

Ms. Linn stated NorthPoint Development has not yet filed an application for construction in 2022. Economic Development Counsel has been notified of their intention to file an application within the next 30 days to meet the 2022 requirement for construction. Staff requests a motion to direct staff to send letter to NorthPoint Development regarding timing of the construction requirement for 2022 and 2023.

Councilmember Longanecker moved to approve the motion, seconded by councilmember Beem. The motion was approved, 5-0.

8th & Braun Update:

Mr. Merkh gave an update regarding 8th & Braun intersection. He stated they are supposed to finish paving the north leg later this week. He stated over the next couple weeks, weather is

not looking good for concrete, but the plan is to spend that time buttoning up what's been done and open traffic until there is better weather to allow for more work.

Mayor Roberts stated the north lane alone would drastically improve the intersection.

Ms. Linn stated they're making sure the road transition points meet well before opening up the roadway.

Mr. Merkh stated when they come back to complete the work, the intersection will be fully closed.

Holiday Home Decorating Contest:

Ms. Kara Banks gave an update regarding the Holiday Home Decorating Contest. She stated this year, the voting was held via social media and over 600 votes were cast.

Councilmember Lewis stated he appreciated having the community vote.

Ms. Banks stated winners will come before Council in January to be recognized and video of winners will be on Facebook this evening.

23. Report by the Mayor

Mayor Roberts stated he hoped everyone was able to come out and enjoy the tree lighting ceremony. He stated the Mayor's Christmas Tree Fund has seen some increases in costs this year and requested that if anyone would like to make a donation, to please do so using the QR code provided or to visit the website. He stated it is a great way to give back to your community.

He stated this is the time that a lot is given to the Food Pantry, but there is always a huge need toward the end of school and beginning of school. He stated they are privately funded and accept non-perishable items.

Ms. Linn stated a big thing they ask for when kids are out of school are things kids can do on their own, like easy-Mac, ramen, etc.

Councilmember Lewis stated he'd like to have a bin at the Lewis Indoor Athletics facility.

Ms. Linn stated Public Works may have some extras that we can look into to provide a bin for donations.

Mayor Roberts stated Hostess, Pepsi, Dots, and many more at LPKC have been great partners to this community. Not just to Edgerton, but also to the Sheriff's Office, Fire District, and Schools. He stated Pepsi donated five pallets of Gatorade to the high school when the football team was playing for the State Championship.

Councilmember Lewis stated he has some kids on his teams whose parents work for Pepsi and they showed up with a trailer of two pallets full of products.

Councilmember Malloy stated Dots had donated over 60 pallets to the school district.

Mayor Roberts stated these companies should be recognized for the added value they bring to the community. The partnerships have benefited many organizations around Edgerton.

24. Future Meeting Reminders:

- November 10th: City Council Meeting – 7:00PM
- December 1st: Special City Council Meeting – 7:00PM
- December 8th: City Council Meeting – 7:00PM
- December 13th: Planning Commission Meeting – 7:00PM

Mayor Roberts canceled the executive session.

25. Adjourn

With no further business, Mayor Roberts requested motion to adjourn the meeting.

Councilmember Beem moved to adjourn, seconded by Councilmember Malloy. The meeting was adjourned at 8:56PM, 5-0.

Submitted by Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: January 12, 2023

Department: Public Works

Agenda Item: Consider Contract with Weather Or Not®, Inc. to provide Weather Forecasting Services for 2023

Background/Description of Item:

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

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

For 2023, staff recommends the addition of a Mid-Range Forecast service to the contract. This service provides a 21 day look ahead for our region. Weather or Not's Meteorologist have a combined 40 hours of analysis, mapping, and narrative to provide the Mid-Range Forecasts. This forecast should allow for better planning of/and for events, construction activities, maintenance activities, and additional planning/preparation activities for winter operations and events. This additional service is \$100 per month at \$1,200 annually.

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

The cooperative agreement that Weather or Not holds with the City of Prairie Village, has just completed the renewal process. Prairie Village's Contract with Weather or Not contract pricing

for 2023 increased the overall contract from \$10,260 to \$10,568. The all-inclusive fee for the Premier Plus (*including A+ Weather Post Storm Reports) at the increase contract cost is \$10,568 annually; the addition of Sferic Maps total lightning service is \$595, and the new addition of Mid-Range Forecast of \$1,200, makes the total contract cost of \$12,363. The 2023 Public Works budget in Emergency Management includes sufficient funds to cover the annual contract costs, including the addition of the Mid-Range Forecast.

The contract runs from January 1, 2023, to December 31, 2023.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: \$12,500

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Contract with Weather Or Not®, Inc. to provide Weather Forecasting Service for 2022, at a price not to exceed \$12,363</p>
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Enclosed: City of Edgerton: A+ Weather Services Contract 2023
City of Prairie Village: Cooperative Contract Documents 2023-2025

Prepared by: Trey Whitaker, Public Works Superintendent



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

City of Edgerton- A⁺ Weather Services Contract

This is to confirm that the City of Edgerton retains *Weather or Not*[®], Inc. ("*Weather or Not*") from January 1, 2023 thru December 31, 2023 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A⁺ Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. *Weather or Not* may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of *Weather or Not* customer service training (without further notices) and consents to these recordings.

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

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

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

Sara Croke
Weather or Not

Donald Roberts, Mayor
City of Edgerton

Date

Date



THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for WEATHER FORECAST SERVICES

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

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

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

1.0 Service Specifications

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

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

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

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

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

3.0 Fees

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

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

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

4.0 References

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

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

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

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

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

ATTEST:

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

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

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

City Council Action Item

Council Meeting Date: January 12, 2023

Department: Administration

Agenda Item: Consider Ordinance No. 2127 Amending Chapter XV, Article 1, Section 15-122 Of The Municipal Code Of The City Of Edgerton, Kansas And Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item:

Staff has been working the Tyler Technologies to implement the new ERP software, including the Utility Billing module. A portion of the monthly utility bills is related to the fixed customer service charges for water, sewer and for trash. For partial months of service, which occur on a customer's initial and final bills, the Code currently states that if the customer has had service for more than 17 days they receive half the fixed charges and if they have had less than 17 days of service, they receive zero fixed charges. This method of proration is confusing for customers. The City's new software can prorate the fixed charges based on the days of service, a best practice among other utilities.

Staff recommends changing the Code to allow proration of fixed charges based on the days of service received. Attached is an ordinance which would change Code Section 15-122, the section that governs the proration of the fixed monthly charges. If approved, this change will be reflected in the programming of the new software and would take effect with the February 1st utility bills.

City Attorney drafted the enclosed ordinance to reflect the changes as described above.

Related Ordinance(s) or Statue(s): Edgerton Municipal Code Section 15-122

Funding Source: N/A

Budget Allocated: N/A

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Ordinance No. 2127 Amending Chapter XV, Article 1, Section 15-122 Of The Municipal Code Of The City Of Edgerton, Kansas And Repealing All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed:

Draft Ordinance No. 2127

Prepared by:

Karen Kindle, Finance Director

ORDINANCE NO. 2127

AN ORDINANCE AMENDING CHAPTER XV, ARTICLE 1, SECTION 15-122 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Chapter XV, Article 1, Section 15-122 of the City Code of the City of Edgerton, Kansas, is hereby amended to read as follows:

15-122. CHARGE FOR PARTIAL MONTH'S SERVICE. The fixed monthly charges on the initial and final utility bill for an account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12TH day of January, 2023.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: January 12, 2023

Department: Community Development

Agenda Item: Consider Ordinance No. 2128 Amending Article 12 – Sign Regulations Of The Unified Development Code Of The City Of Edgerton, Kansas To Section 4 Related To Exempted Signs, As Amended, And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

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 ensure 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.

It has recently been brought to Staff's attention a request for the ability for Traffic Control Signage or Internal Directional Signage within the Commercial Zoning Districts. For example, for a property zoned Heavy Service Commercial (C-2) like the On the Go Travel Center there is no ability for the travel center operator to post signs for circumstances where abandoned trailers will get towed at the owner's expense. The Owner is asking the City to consider what, if any, internal signage would be appropriate in this district.

Staff presented several alternative methods to Planning Commission on December 13, 2022. Staff's memo to Planning Commission including the details of the alternate methods is included in the Packet. Planning Commission held a Public Hearing regarding this item on December 13, 2022. Upon conclusion of the Public Hearing, the Planning Commission made motion to recommend to the Governing Body update exemptions to include non-illuminated signs on properties in commercial districts oriented to individuals on the property, not exceeding 4 square feet in area or letters up to 6 inches in height. This language is similar to several other jurisdictions within Johnson County include cities of Overland Park and Olathe.

The enclosed draft ordinance has not yet been reviewed by City Attorney. Staff recommends approval pending any changes from City Attorney.

Related Ordinance(s) or Statute(s): Edgerton UDC Article 12, Section 4

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval of Ordinance No. 2128 Amending Article 12 – Sign Regulations Of The Unified Development Code Of The City Of Edgerton, Kansas To Section 4 Related To Exempted Signs, As Amended, And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Planning Commission Memo – December 13, 2022 Meeting
Excerpt of Draft Minutes from December 13, 2022 Planning Commission Meeting
DRAFT Ordinance 2128

Prepared by: Beth Linn, City Administrator

MEMORANDUM

Date: December 6, 2022

To: City of Edgerton Planning Commission

From: Beth Linn, City Administrator

Re: Application UDCA2022-02 For Amendments To Article 2 Of Edgerton Unified Development Code Signage Regulations particularly in the Commercial Districts

It has recently been brought to Staff's attention a request for the ability for Traffic Control Signage or Internal Directional Signage within the Commercial Zoning Districts. For example, for a property zoned Heavy Service Commercial (C-2) like the On the Go Travel Center there is no ability for the travel center operator to post signs for circumstances where abandoned trailers will get towed at the owner's expense. The Owner is asking the City to consider what, if any, internal signage would be appropriate in this district.

There are several alternative methods to allow this, should the Planning Commission find it appropriate.

1. **General Sizes Exempt signs under a certain size:** Some cities exempt smaller signs from needing a permit. For example a sign under 4 square feet would be exempt from permit and could be placed by Property Owner. If exempt, City does not have control over number of signs placed, location of placement etc.
2. **Provide for Traffic Control Signage within the Commercial Zoning Districts.** Some cities allow for placement of traffic control signs on private property but they must be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD). This is most typical for signs similar to what you would see on public streets to route traffic through a site, designate loading zoning, parking limitations, etc. Staff will verify if MUTCD provides for a sign posting towing at owner's expense. In this method, city would simply state that must conform with MUTCD. The City would need to decide if would require a permit and any other limitations (i.e. number, location, etc).
3. **Provide for Internal Directional Signage within the Commercial Zoning Districts similar to L-P.** Today, Edgerton UDC allows "Internal Directional Signage" in the Logistics Park (L-P) zoning district that is maximum of 6 square feet and maximum of 4 total per site. External Directional Signage along the right-of-way is treated separately. Planning Commission could add this category to one, some or all of the commercial zoning districts. This type of sign does not require a permit and but does include other limitations such as square feet, location, no illumination, etc.

Enclosed with this memo is the Edgerton UDC Article 12 Signs Permitted Sign Matrix for all districts. Staff has published for the required public hearing for a possible proposed regulation change to the UDC for Article 12, Signs. Following the conclusion of the public hearing, staff would recommend the Planning Commission provide direction to staff for preparation of any proposed change to the UDC if desired. If any regulations changes are recommended, those would be prepared in ordinance to be considered by the Edgerton City Council at a future meeting.

NEW BUSINESS

6. PUBLIC HEARING FOR APPLICATION UDCA2022-02 FOR AMENDMENTS TO ARTICLE 12 OF THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE

Chairperson Daley opened the public hearing.

Ms. Linn addressed the Commission. She stated it has recently been requested that a commercial property have the ability to for traffic control signage or internal directional signage. For example, a property zoned Heavy Service Commercial, C-2, like On the Go Travel Center, there is no ability for the travel center operator to post signs for circumstances where abandoned trailers will get towed at the owner's expense. The property owner is asking the City to consider, if any, internal signage would be appropriate in commercially zoned districts.

Ms. Linn stated there are several alternative methods to allow that request, should the Commission find it appropriate. She provided three (3) methods:

1. General sizes, exempt signs under a certain size. She explained some cities exempt smaller signs from needing a permit. Such as a sign under four (4) square feet would be exempt from a permit and could be placed by the property owner. If the sign is exempt, the City does not have control over the number of signs placed, or the location of the sign, and other requirements some signs have.
2. Provide for Traffic Control Signage within the Commercial Zoning Districts. Ms. Linn stated some cities allow for placement of traffic control signs on private property but they must be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD). This is most typical for signs similar to what people would see on a public street to route traffic through a site, designate loading zones, and parking limitations. City staff verified the MUTCD does not provide a sign posting towing at owner's expense. In this method, the City would simply state that the sign must conform with the MUTCD. The City would need to decide if a permit would be required and if any other limitations should be added.
3. Provide for Internal Directional Signage within the Commercial Zoning Districts, similar to L-P zoning. The Unified Development Code (UDC) currently allows "Internal Directional Signage" in the Logistics Park L-P) zoning district that is a maximum of six (6) square feet and a maximum of 4 total per site. External Directional Signage along the right-of-way is treated separately. The Commission could add this category to some of the commercial zoning districts. This type of sign does not require a permit but does include other limitations.

Ms. Linn stated the permitted sign matrix for all zoning districts was provided in the packet. City staff did publish for the required public hearing for a possible proposed regulation change to the UDC for Article 12. She stated following the conclusion of the public hearing, City staff recommends the Commission provide direction to City staff for preparation of any proposed change to the UDC if desired. If any regulation changes are recommended, those would be prepared in an ordinance to be considered by the Edgerton City Council at a future meeting.

Ms. Linn stated she believes the best solution would be to add to a sign 4 square feet or less to the exempt from permit list. Commissioner Crooks asked if there would be a limit on the number of signs a property owner could install. Ms. Linn answered that the Commission could add additional requirements if they decided to. Commissioner Draskovich said the number of signs should be dependent on the size and layout of the lot. Commissioner Crooks said the installation of the signs will be at the property owner's expense so it would be up to them how much they want to spend on the signs. He said the property owners can also use other types of signs. Chairperson Daley stated the solution of adding a 4 square foot sign to the exempted from permit list would be easier on City staff as it would mean less sign permits for review. Ms. Linn said a cost benefit analysis hasn't been done but the sign permit fees do not bring in enough to cover the potential costs of City staff for reviewing the application.

Ms. Linn stated City staff used the sign code from Overland Park and that code was provided in the packet. She explained the 4 square foot sign would not be illuminated, would have to face the property, cannot exceed 4 square feet, and have six (6) inch letters to display the message. Chairperson Daley stated this includes no parking signs. Ms. Linn stated that is correct.

Commissioner Little asked if a requirement should be added that the sign will need to be placed in a way that would be legible at all hours of the day. Ms. Linn replied that the Commission could decide to add it, but it would be up to the property owner to place the sign to be readable to avoid any civil issues. She added if an abandoned trailer is towed without notification provided to the owner, it would be between the trailer owner and the property owner.

Commissioner Crooks inquired if a property owner could put up a sign that is an advertisement for another business on a different property. Ms. Linn answered the sign has to be facing the in towards the property it is on and the UDC does not allow for off press signage. Chairperson Daley clarified that all other sign requirements will need to be adhered to. Ms. Linn stated that is correct.

Chairperson Daley closed the public hearing.

7. CONSIDER APPLICATION UDCA2022-02 FOR AMENDMENTS TO ARTICLE 12 OF THE CITY OF EDGERTON UNIFIED DEVELOPMENT CODE

Commissioner Crooks moved to add signs no larger than 4 square feet in area that are not illuminated and letters up to 6 inches in height to Section 12.4, Exemptions, of the Edgerton UDC. Commissioner Draskovich seconded the motion. The motion carried, 5-0.

8. FUTURE MEETING REMINDERS Chairperson Daley stated the next regular sessions of the Commission are scheduled for January 10, 2023 and February 14, 2023 with both starting at 7:00 PM.

9. ADJOURN Commissioner Little moved to adjourn the meeting. Commissioner Crooks seconded the motion. The meeting was adjourned at 7:22 PM, 5-0.

ORDINANCE NO. 2128

AN ORDINANCE AMENDING ARTICLE 12 – SIGN REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDGERTON, KANSAS TO SECTION 4 RELATED TO EXEMPTED SIGNS, AS AMENDED, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Article 12, Section 4 - Sign Regulations, Exemptions of the Unified Development Code of the City of Edgerton, Kansas, which reads as follows, is hereby restated to amend sections related to exempted signs as follows:

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.
- C. Non-illuminated signs on properties in commercial districts oriented to individuals on the property, not exceeding 4 square feet in area or letters up to 6 inches in height.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 12th Day of January, 2023

DONALD ROBERTS, Mayor

ATTEST:

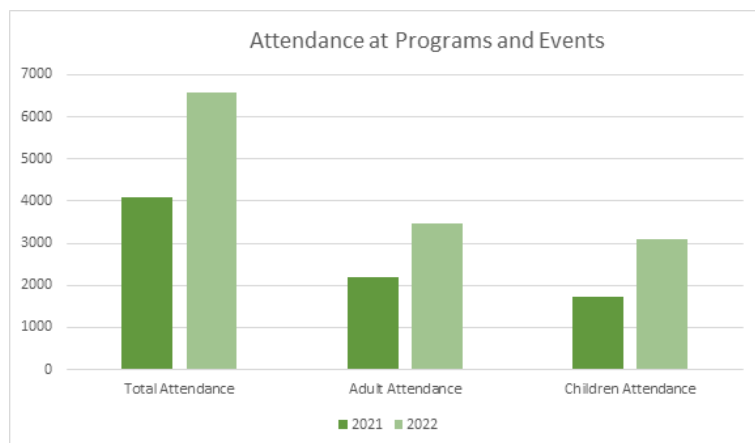
ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

2022 Recreation Review

In 2022, Edgerton Recreation continues to see attendance numbers grow coming out of the pandemic. Early 2022 there was a decision to cancel events in the first 6 weeks of the year due to a large increase in Covid cases in Johnson County. Luckily, the rest of the year was able to continue, and hopefully we will be able to continue through 2023 without any of those issues.



2022 Total Attendance: 6575

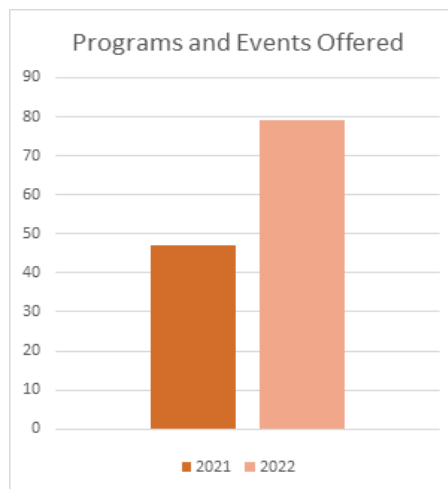
2022 Adult Attendance: 3463

2022 Children Attendance: 3111

Summer Event and Overall Attendance increased by approximately 50%

2022 Event and Program Highlights

- Senior Lunch
- Leprechaun Hunt
- Animal Wonders
- Tales for Tots
- Meat Inferno
- Kids Night Out
- Cyclones in the Outfield



Events: 8
Partnership Events: 5
Family: 12
Youth: 29
Senior: 16
Adult: 9
Total Programs: 79

*17 programs from adult/youth programs included teens.

Looking Forward to 2023

2023 Event and Programs to Grow

- Meat Inferno
- Teen Programs
- Family Programs
- Senior Programs
- Out of School Programs
- Crafting/Cooking Classes
- Fitness Classes



2023 Save the Dates

2/10: Sweetheart Boogie

3/4: Family Feud

3/13-3/17: Spring Break Activities

TBD: Pop Up Easter Egg Hunt

4/22: Family Luau Bingo

5/?: Movie Night: ET

6/3: Summer Block Party

6/16 & 17: Frontier Days

7/3: Community Picnic and Fireworks Show

7/22: Movie Night: Top Gun Maverick

9/23: Lyle Lyle Crocodile

10/6 & 10/7: Meat Inferno

12/1: Mayor's Christmas Tree Lighting



Thank you everyone who helps make these events and programs possible for our community!