

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, October 01, 2018  
6:00 PM**

- I.      **CALL TO ORDER**
- II.     **ROLL CALL**
- III.    **PLEDGE OF ALLEGIANCE**
- IV.     **APPROVAL OF THE AGENDA**
- V.      **INTRODUCTION OF STUDENTS & SCOUTS**
- VI.     **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

VII.    **CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

**By Staff**

- 1.      Approve the regular City Council meeting minutes - September 4, 2018
- 2.      Approve claims ordinance 2970
- 3.      Approve installation of pedestrian activated beacons at 87th Street and Somerset Drive, 67th Street and Delmar, and 83rd Street and Juniper
- 4.      Approve resolution 2018-05 authorizing the Prairie Village Arts Council State of the Arts reception to be held October 12, 2018 as a special event and authorizing the sale, consumption, and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event
- 5.      Ratify the Mayor's appointment of Mark Morgan to the Tree Board
- 6.      Ratify the Mayor's appointment of Sheila Evans to the Arts Council
- 7.      Approve an agreement with Kansas City Tree Care, LLC for the 2018 tree trimming program

VIII.   **COMMITTEE REPORTS**

**Planning Commission**

- COU2018-41   Consider approval of Ordinance 2392, amending the City of Prairie Village, Kansas Zoning Regulations by adding neighborhood design standards for R-1a and R-1b zoning districts, addressing building massing and frontage design, reorganizing and adjusting development standards, adding impervious coverage limits, and revising and coordinating other existing standards related to accessory buildings, setback, and lot exceptions.  
Jamie Robichaud/Chris Brewster

**IX. MAYOR'S REPORT**

City Attorney Appointment Process

**X. STAFF REPORTS**

**XI. OLD BUSINESS**

**XII. NEW BUSINESS**

**XIII. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)**

**XIV. EXECUTIVE SESSION**

**XV. ANNOUNCEMENTS**

**XVI. ADJOURNMENT**

**If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com)**



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
September 4, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, September 4, 2018, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Laura Wassmer presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ronald Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell, and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger; Senior Project Manager; David Waters, Interim City Attorney; Jamie Robichaud, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Porter, Assistant to the City Administrator, and Joyce Hagen Mundy, City Clerk. Also present were City Planner Chris Brewster with Gould Evans; Kevin Wempe, with Gilmore & Bell; Justin Duff with Van Trust, and Lee Bare with Affinis.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Tucker Poling moved the approval of the agenda for September 4, 2018 as presented. The motion was seconded by Ron Nelson and passed unanimously.

**INTRODUCTION OF STUDENTS & SCOUTS**

Mayor Wassmer welcomed several cub scouts and boy scouts from Troop 3597. Terrence Gallagher noted that Troop 3597 was one of the first cub scout packs in the United States to welcome and allow girls to participate.

**PRESENTATIONS**

**Swearing in of new Prairie Village Police Officers**

Chief Tim Schwartzkopf welcomed family and friends of officers Luis Guerrero and David Poindexter and provided background information on Prairie Village's two newest police officers prior to administering the oath of office.

**Introduction of new KCP&L representative - Rebecca Galati**

Mayor Wassmer welcomed Rebecca Galati, the city's liaison with KCP&L. Ms. Galati presented information on KCP&L's tree trimming process, restoration process and



historical data on outages before and after improvements were made in identified problem areas of Prairie Village. She also presented information of their merger with Westar Energy and their requested rate increase. Ms. Galati responded to questions from Council members.

### **PUBLIC PARTICIPATION**

Thomas O'Brien, 4410 West 89<sup>th</sup> Street and Linda Cosgrove, 7905 El Monte, appeared before the Council to thank and acknowledge the Public Works Department for the recent installation of a walkway from the parking lot to the Community Gardens at Harmon Park.

Michele Pitsenberger, property manager with First Washington, addressed the Council regarding concerns expressed regarding the maintenance of the centers. She stated that maintenance concerns have been prioritized and will be addressed as quickly as possible. She noted maintenance costs are not a part of the CID and that funds have been budgeted for them out of the Common Area Maintenance fees paid by the tenants.

Nancy Silverforb, 5219 West 69<sup>th</sup> Street, acknowledged the recent traffic calming measures taken on 67<sup>th</sup> Street and asked the Council to consider traffic calming measures for 69<sup>th</sup> Street also.

Linda Wright, 5200 West 69<sup>th</sup> Street, echoed the previous comments, particularly expressing concern with the speed of traffic on 69<sup>th</sup> Street past Fonticello and suggested a four way stop at 69<sup>th</sup> and Fonticello.

With no one else wanting to address the Council, public participation was closed at 6:35 p.m.

### **CONSENT AGENDA**

Mayor Wassmer asked if there were any items to be removed from the consent agenda and discussed. Serena Schermoly asked for a correction to the minutes on page 1 to state that the motion to approve the agenda was made by Ron Nelson.

**Dan Runion moved for the approval of the Consent Agenda of September 4, 2018:**

- 1. Approval of the Regular City Council meeting minutes for August 20, 2018 as amended.**
- 2. Approval of the 2019 Mission Hills Contract and 2019 Mission Hills Budget for police services in the amount of \$1,427,045.**
- 3. Approval of the interlocal agreement with the City of Leawood, Kansas for Project MIRD0006: Mission Road from 84<sup>th</sup> Street to 95<sup>th</sup> Street**

A roll call vote was taken with the following votes cast: "aye" Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.



## **COMMITTEE REPORTS**

### **JazzFest Committee**

Brooke Morehead reminded the Council that the 9<sup>th</sup> Annual Prairie Village Jazz Festival will be held on Saturday, September 8<sup>th</sup> from 3 p.m. to 10:30 p.m. and acknowledged the support of the sponsors that make the event possible.

### **Park & Recreation Committee**

Chad Herring announced the Park & Recreation Committee would meet on Wednesday, September 12 and would be discussing the Franklin Park Playground, Tennis Court Rental policy and rules for the pool.

## **MAYOR'S REPORT**

Mayor Wassmer reported she participated in the Lancer Day parade on August 31<sup>st</sup> and was pleased to be among the many who attended the Police Department Open House on Saturday, August 26<sup>th</sup>. She commended the department on an excellent event for the public.

## **STAFF REPORTS**

### **Public Safety**

- Chief Schwartzkopf thanked council members for attending the department's open house on August 25<sup>th</sup> and reported the event was very well attended with an estimated 150 to 200 people attending.
- The Lancer Day parade and activities were Friday, August 31<sup>st</sup> and went well.
- The 2018 Citizens' Police Academy will begin on Wednesday, September 19<sup>th</sup>.

### **Public Works**

- Keith Bredehoeft reported several of the city infrastructure projects are still underway.

### **Administration**

- Jamie Robichaud noted the Planning Commission will hold the public hearing on the Neighborhood Design Standards at its September 11<sup>th</sup> meeting beginning at 6:30 p.m.

## **OLD BUSINESS**

**COU2018-38 Approval of Industrial Revenue Bond Ordinance No. 2391 (Meadowbrook Inn) and authorize and approve certain documents and actions in connection with the issuance of said bonds.**

The developer agreement for the Meadowbrook development outlines the structure for the financing of the public improvements associated with the project. The financial structure includes the issuance of Industrial Revenue Bonds (IRBs) and the sales tax



savings being paid to the City to be used to finance a portion of the park improvements at Meadowbrook. Kevin Wempe, with Gilmore & Bell, noted the bond closing for IRBs for the Inn is set for Wednesday, September 19, 2018.

**Ted Odell moved the City Council adopt Ordinance No. 2391 authorizing the issuance of Taxable Industrial Revenue Bonds by the City of Prairie Village, Kansas, in the aggregate amount not to exceed \$9,000,000 to finance the costs of acquiring, constructing and equipping the commercial facility for the benefit of KHC MB Inn 54, LLC, and its successor and assigns and authorize the Mayor to execute the following documents in connection with the issuance of said bonds: 1) Base Lease Agreement; 2) Lease Agreement; 3) Bond Purchase Agreement and 4) Bond Trust Indenture. The motion was seconded by Terrence Gallagher**

A roll call vote was taken with the following votes cast: “aye” Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

**COU2918-37 Consider approval of traffic calming measures on 67<sup>th</sup> Street between Roe and Nall.**

Residents along 67<sup>th</sup> Street have met the requirements of the traffic calming program. The final petition exceeded 60% approval of the residents to install these measures. Keith Bredehoeft reviewed the proposed traffic calming measures (one neck down installed at 67<sup>th</sup> & Hodges), which will be installed initially as a temporary measure and, if determined to be effective, will be brought back to the Council for consideration of a permanent solution. There will also be two solar powered speed display signs added near Fonticello. Mr. Bredehoeft stated the improvements would be built in the fall of 2018 at an approximate cost of \$10,000 with funding from Project TRAFESV: Traffic Calming.

Mr. Bredehoeft addressed questions raised during the discussion of this item at the August 20<sup>th</sup> Council Committee meeting. Council members expressed concerns with the proposed temporary measure becoming permanent and asked for that decision to be brought back to the City Council before action that is taken. It was confirmed the proposed speed limit signage will be permanent.

**Jori Nelson moved the City Council approve the installation of traffic calming measures on 67<sup>th</sup> Street from Roe Avenue to Nall Avenue. The motion was seconded by Chad Herring and passed unanimously.**

**NEW BUSINESS**

**COU2018-39 Consider Cherokee and 71<sup>st</sup> Street Geometric Improvement (2018 Paving Program**

Keith Bredehoeft noted this was the second time this intersection was being brought to the Council for direction. The intersection of Cherokee and 71<sup>st</sup> Street is currently a Y-intersection. It carries a high volume of traffic for a residential intersection and lacks a



protected pedestrian connection east to west. The intersection also has an accident rate comparable to 79<sup>th</sup> & Roe, which carries 2.5 times the traffic and is considered a major intersection. Melissa Prenger reviewed the proposed T-intersection design, which provides better sight distance and provides for safe pedestrian crossing. A neighborhood meeting was held on the proposed change, during which several concerns were shared and considered with some alternations being made. Traffic counts have been taken at the intersection.

Several residents were in attendance encouraging the city to consider less intrusive measures to address the traffic and safety concerns. After significant discussion and several options being raised including a reverse T, a roundabout, flashing warning lights and speed tables, the following motion was made:

**Tucker Poling moved to table action on the proposed changes to the intersection and direct staff to review traffic calming measures to reduce speed and improve safety. The motion was seconded by Ron Nelson and passed unanimously.**

Chad Herring requested staff provide the additional costs for delaying this construction a year while other measures are being considered at the earliest possibility.

Mike Hill, 3014 West 71<sup>st</sup> Terrace, proposed the city study the entire area of 71<sup>st</sup> Street, from Mission to Cherokee.

**Jori Nelson moved the City Council go into the Council Committee of the Whole portion of the meeting. The motion was seconded by Sheila Myers and passed unanimously.**

#### **COUNCIL COMMITTEE OF THE WHOLE**

Council President Dan Runion presided over the Council Committee of the Whole and declared a ten minute recess. The meeting was reconvened at 8:15 p.m. .

#### **Comprehensive Plan Update - Scope of Services**

Earlier this year, the City Council budgeted \$80,000 from the Economic Development Fund for an update to Village Vision and directed staff to work with Gould Evans to develop a scope of services for the comprehensive plan update.

The scope includes three main tasks: 1) updating the community profile; 2) validating and updating the community direction, including the vision goals and development principles and 3) updating the implementation items and creating a final document that is more user-friendly with a total cost not to exceed \$77,950 with funding from the economic development fund. Completion of the process is estimated to be 10 months.

Mr. Brewster reviewed the process that would be followed and addressed the differences between zoning regulations and items identified through the Comprehensive Plan.

Interim City Attorney David Waters stated that the Comprehensive Plan is not legally binding on the City, but it is not without legal meaning, in that the comprehensive plan is



a factor in determining whether or not zoning decision are reasonable under the *Golden* factors.”

Mayor Wassmer stated she would like to see a discussion of ways to create affordable housing without necessarily increasing density.

**Chad Herring moved the City Council approve the scope of services for the Comprehensive Plan Update at a cost not to exceed \$77,950 and authorize staff to begin working with Gould Evans on the update to Village Vision. The motion was seconded by Tucker Poling and passed by a vote of 11 to 1 with Ted Odell voting in opposition.**

**COU2018-40 Consider adding Pedestrian Activated Beacons**

Keith Bredehoeft presented a recommendation to add pedestrian-activated beacons at the following locations: 87<sup>th</sup> and Somerset Drive; 83<sup>rd</sup> and Juniper and 67<sup>th</sup> and Delmar. The proposed beacons will be added to existing crosswalk signs and will be solar powered. The City currently has beacons at Weltner Park and Meadowbrook Park. The cost of installation is approximately \$6,000 per beacon with funding from the Economic Development Fund.

**Ted Odell moved the City Council approve the installation of pedestrian-activated beacons at 87<sup>th</sup> Street and Somerset Drive, at 67<sup>th</sup> Street and Delmar, and at 83<sup>rd</sup> Street and Juniper with funding from the Economic Development Fund. The motion was seconded by Tucker Poling and passed unanimously.**

**Ron Nelson moved to adjourn the Council Committee of the Whole portion of the meeting and return to the City Council meeting. The motion was seconded by Brooke Morehead and passed unanimously.**

**ANNOUNCEMENTS**

Mayor Wassmer noted announcements were included in the Council packet and encouraged people to attend the 9<sup>th</sup> Annual Prairie Village Jazz Festival on Saturday, September 8th from 3 p.m. to 10:30 p.m.

**ADJOURNMENT**

With no further business to come before the City Council, Mayor Wassmer declared the meeting adjourned at 8:52 p.m.

Joyce Hagen Mundy  
City Clerk



## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

September 17, 2018

**Copy of Ordinance**  
2970

Ordinance Page No. \_\_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
<b>Accounts Payable</b>			
17668-17677	8/3/2018	115,534.65	
17678-17770	8/10/2018	578,969.77	
17771	8/17/2018	390.76	
17772-17866	8/24/2018	791,366.17	
17867-17969	8/28/2018	467.42	
17870-17871	8/31/2018	11,862.78	
<b>Payroll Expenditures</b>			
8/3/2018		342,845.33	
8/17/2018		332,353.75	
8/31/2018		323,201.98	
<b>Electronic Payments</b>			
<b>Electronic Pmnts</b>			
	8/6/2018	3,627.57	
	8/7/2018	1,005.00	
	8/8/2018	1,156.55	
	8/9/2018	27,439.29	
	8/10/2018	2,326.52	
	8/14/2018	1,061.21	
	8/15/2018	65.53	
	8/17/2018	4,650.03	
	8/24/2018	4,646.40	
	8/26/2018	36,264.49	
	8/30/2018	20,261.26	
	8/31/2018	1,245,821.32	
<b>TOTAL EXPENDITURES:</b>			<b>3,845,317.78</b>
<b>Voided Checks</b>	<b>Check #</b>	<b>( Amount )</b>	
<b>TOTAL VOIDED CHECKS:</b>			-
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>3,845,317.78</b>

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 17th day of September 2018.

Signed or Approved this 17th day of September 2018.

(SEAL)

ATTEST: *Jeddy T. Gorton*  
City Treasurer

ATTEST: *[Signature]* 9.14.18  
Finance Director



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: September 4, 2018

Council Meeting Date: October 1, 2018

### COU2018-40      CONSIDER ADDING PEDESTRIAN ACTIVATED BEACONS

#### RECOMMENDATION

Staff recommends the City Council approve the installation of pedestrian activated beacons at 87<sup>th</sup> street and Somerset Drive, 67<sup>th</sup> Street and Delmar, and 83<sup>rd</sup> Street and Juniper.

#### BACKGROUND

In recent years there has been increased desires to install more pedestrian activated beacons at mid-block crosswalks. These are very good devices that only flash lights when a pedestrian is present and are effective. The proposed pedestrian activated beacons will be added to the existing crosswalk signs and will be solar powered. Currently the City has installed beacons at Weltner Park and two locations near Meadowbrook Park. Below are details about each proposed location.

**87<sup>th</sup> and Somerset Drive-** There are currently three mid-block crossings along Somerset Drive adjacent to Franklin Park. Over the years there have been concerns from residents that cars do not stop at these crosswalks, especially at peak hour traffic. The addition of a pedestrian activated beacon at 87<sup>th</sup> and Somerset Drive will give residents the option of using this crosswalk when traffic is heavy and additional assistance is needed. There is also a full traffic signal at Somerset Drive and Roe Avenue as an option as well.

**83<sup>rd</sup> and Juniper-** This crosswalk provides a mid-block crossing for pedestrians but is also part of a walking path for students to get to Briarwood Elementary school. The City has in the past provided a school crossing guard at this location but not enough students crossed to continue it. Since the crossing guard was eliminated there has been a desire from residents to have more measures to assist with crossing 83<sup>rd</sup> Street.

**67<sup>th</sup> and Delmar-** This crosswalk provides a mid-block crossing for pedestrians but is also part of a walking path for students to get to Prairie Elementary school. The crossing guard for this school is located at 67<sup>th</sup> and Mission. Residents have requested additional measures here to assist with crossing during the peak periods mostly related to the school.

There is guidance for installation of pedestrian activated beacons but at these three locations the guidance would not show that they are required. The guidance factors

include the width of the pavement, the speed limits, and the total pedestrian traffic. Given this, council approval is required for installation.

The cost of each installation will be about \$6,000 and will be installed by Public Works crews.

There may be other locations to consider for installation of pedestrian beacons in the future.

### **FUNDING SOURCE**

Funding is available from the Economic Development Fund as approved by Council.

### **ATTACHMENTS**

Pedestrian Activated Beacon Example

### **PREPARED BY**

Keith Bredehoeft, Director of Public Works

August 29, 2018



push button activated



## ADMINISTRATION

City Council Date: October 1, 2018  
CONSENT AGENDA

**Consider Resolution 2018-05 approving the Prairie Village Arts Council State of the Arts Reception as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Designated Public Areas of the Event.**

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### **RECOMMENDATION:**

Staff recommends that the City Council approve Resolution 2018-05, approving the Prairie Village Arts Council State of the Arts reception to be held October 12, 2018 from 6:00 p.m. to 8:00 p.m. as a special event and authorizing the sale, consumption, and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event.

### **DISCUSSION:**

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks.

### **PREPARED BY:**

Jamie Robichaud  
Assistant City Administrator  
September 20, 2018

**RESOLUTION 2018-05**

**WHEREAS**, the Prairie Village Arts Council is a non-profit organization promoting the arts in Prairie Village through regular monthly art exhibits at the R. G. Endres Art Gallery located at 7700 Mission Road;

**WHEREAS**, the Arts Council hosts the State of the Arts reception on the second Friday in October of each year between the hours 6:00 to 8:00 p.m. and desires to sell alcoholic liquor and cereal malt beverages on the following date: October 12, 2018;

**WHEREAS**, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

**WHEREAS**, the Prairie Village Arts Council has secured a caterer with the appropriate license from the State of Kansas to sell alcoholic liquor and cereal beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

**THEREFORE, BE IT RESOLVED** that Prairie Village Arts Council State of the Arts reception is hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the consumption of alcoholic liquor and cereal malt beverages during the specified date and time at 7700 Mission Road.

**ADOPTED BY THE GOVERNING BODY ON OCTOBER 1, 2018.**

\_\_\_\_\_  
**Mayor Laura Wassmer**

**ATTEST:**

\_\_\_\_\_  
**Joyce Hagen Mundy, City Clerk**

## Account Information

**Account Number** 021471128900F01

**Account Status** Active

## Licensee Information

**License#** 12001520701

**Licensee DBA Name** EMBRACE THE GRAPE OF KANSAS  
LLC

**Contact Person Name** Jane Monroe

**Email Address** events@embracecatering.com

**Business Phone#**

**Phone#** 816-260-6498

**Does this event have a sponsor?**  Yes  No

## Event Information

**Event Title** State of the Arts - Arts Council

**Event Date** 10/12/2018

**Begin Time** 5:00 PM

**End Time** 9:00 PM

**Approximate Attendance** 200

**Address Line 1** 7700 MISSION RD

**Address Line 2**

**City** PRAIRIE VILLAGE

**County** Johnson

**Zip** 66208

### Reason For Late Notice

If request is submitted less than 10 days  
in advance of the event date.

After *submitting* this application please print this notification, including the Catered Event ID and the Diagram. These documents must be posted at the entrance of your event. Caterers must ensure that patrons do not remove alcoholic beverages from the boundaries of the event area. ABC suggests a physical boundary to help prevent this. **Note: If your event is on public streets, alleys, roads, sidewalks or highways you must obtain a copy of the city ordinance or county resolution for the event.** The Catered Event ID will appear with the application status after submitting this application.

**Diagram of the premises where the Catered Event will take place, clearly marking the boundaries of the event area.**

**Event Diagram** [Diagram - PV City Hall.pdf](#)

**Will this event be held on public streets, alleys, roads, sidewalks,  
or highways?**

Yes  No





**MAYOR**

**Council Meeting Date: October 1, 2018  
CONSENT AGENDA**

**Consider Appointment to the Tree Board**

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**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the appointment of Mark Morgan to the city's Tree Board for a two-year term expiring in February 2020.

**BACKGROUND**

Mark Morgan has been one of the city's island gardeners since 1999 and is a member and supporter of the Arbor Day Foundation. Members of the Tree Board strongly support his appointment. His volunteer application is attached.

**ATTACHMENTS**

Volunteer Application

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: September 20, 2018

## Suzanne Lownes

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**From:** Meghan Boom  
**Sent:** Friday, August 24, 2018 4:50 PM  
**To:** Suzanne Lownes; Bridget Tolle  
**Subject:** FW: City of Prairie Village: Volunteer Application

**Follow Up Flag:** FollowUp  
**Flag Status:** Flagged

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**From:** City of Prairie Village  
**Sent:** Friday, August 24, 2018 4:39 PM  
**To:** Joyce Hagen Mundy; Meghan Boom  
**Subject:** City of Prairie Village: Volunteer Application

A new entry to a form/survey has been submitted.

**Form Name:** Volunteer Application  
**Date & Time:** 08/24/2018 4:38 PM  
**Response #:** 124  
**Submitter ID:** 16126  
**IP address:** 172.24.96.111  
**Time to complete:** 17 min. , 57 sec.

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### Survey Details

Page 1

#### Volunteer Information

**Name**

Mark C. Morgan

**Address**

[REDACTED]

**Zip**

66208

**Email**

[REDACTED]

**Home Phone**

[REDACTED]

**Work Phone**

Not answered

**Other Phone**

[REDACTED]

**Business Affiliation**

Not answered

**Business Address**

Not answered

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**Select Ward**

**Click for [map](#)**

(0) 4

**Which committee(s) would you like to serve on? Only committees with vacancies are listed. (Check all that apply.)**

Tree Board

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**Background**

**Please tell us about yourself, listing any special skills or experiences you have.**

I am Mark Morgan, and a 28 year resident of Prairie Village. My wife and I are active in our neighborhood and have also been island gardeners since 1999. We have also been members of the Arbor Day Foundation since 1996, have visited the farm and facilities there in Nebraska several times and have trees from Arbor Day planted in our yard. We have even marked several of our trees so people walking by can see what kind of tree it is.

I would like to help the Tree Board in any way I can ... from getting more street trees planted to the ongoing planting/categorization and marking of trees in our parks, which I think is a great idea and promotes ongoing education and information to our residents about trees in our area.

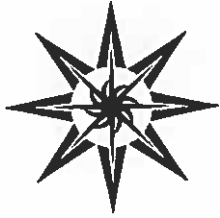
I am a market researcher by trade, and also have a interest in the preservation and identification/categorization/labeling or signing of any old growth/historical trees in our city as well as those that the Kansas Forestry organization has identified as state champions.

I would welcome the opportunity to be a member of the Tree Board.

Thank you,  
City of Prairie Village

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**MAYOR**

**Council Meeting Date: October 1, 2018  
CONSENT AGENDA**

**Consider Appointment to Prairie Village Arts Council**

**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the appointment of Sheila Evans to complete the unexpired term of Cecilia Vigliaturo ending in February 2019.

**BACKGROUND**

Sheila brings a passion for the arts and a vast depth of experience to the Council. Her volunteer application is attached.

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: September 26, 2018

## Joyce Hagen Mundy

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**From:** Joyce Hagen Mundy  
**Sent:** Monday, August 27, 2018 1:57 PM  
**To:** sheilaakevans@gmail.com  
**Subject:** RE: City of Prairie Village: Volunteer Application

Sheila, thank you for your interest in serving on the Arts Council. Your application has been forward to the Arts Council for review.

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**From:** City of Prairie Village  
**Sent:** Thursday, August 23, 2018 7:43 PM  
**To:** Joyce Hagen Mundy; Meghan Buom  
**Subject:** City of Prairie Village: Volunteer Application

A new entry to a form/survey has been submitted.

**Form Name:** Volunteer Application  
**Date & Time:** 08/23/2018 7:42 PM  
**Response #:** 118  
**Submitter ID:** 16113  
**IP address:** 172.24.96.111  
**Time to complete:** 9 min. , 14 sec.

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### Survey Details

Page 1

#### Volunteer Information

**Name**

Sheila Evans

**Address**

[REDACTED]

**Zip**

66207

**Email**

[REDACTED]

**Home Phone**

[REDACTED]

**Work Phone**

[REDACTED]

**Other Phone**

Not answered

**Business Affilitaion**

Retired arts exec

**Business Address**

Not answered

**Select Ward**

Click for [map](#)

(o) 5

**Which committee(s) would you like to serve on? Only committees with vacancies are listed. (Check all that apply.)**

Arts Council

**Background**

**Please tell us about yourself, listing any special skills or experiences you have.**

Retired Ceo Allentown Symphony Association Allentown, pa I served as VP of the Allentown Arts Council appointed by the Mayor. I also served on the Pennsylvania Council of the Arts grantmaking panel. I was a panelist at the 2018 jazz Congress at Lincoln Center in NY and hosted a monthly jazz series at Miller symphony Hall in Allentown. I am retired Sprint and ATT exec. I hold an MBA in marketing and finance from AriZona state and a bachelor in Violinmperformance. I am the president of the board for the kansa city Chamber orchestra. I am newly returned to Prairie village where I raised my 3 kids and am anxious to serve the community.

Thank you,  
City of Prairie Village

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## EXECUTIVE SUMMARY

Creative, high-impact, forward-thinking, results-focused executive with 20+ years progressive experience in not-for-profit and for-profit environments. Streamlined processes, reduced costs, expanded customer base, and surpassed revenue goals. Accountable for multimillion to multibillion dollar revenues, assets, partnerships, and alliances with an innovative approach to products and marketing. Supervised/led from 6 to 600 multi-level staff. Articulate communicator and speaker. Hold P&L responsibility. Marketing/Finance MBA.

### Core Competencies:

- Fundraising
- Facilities Management
- Artistic Programming
- Strategy
- Technology Savvy
- Board Development
- Audience Development
- Customer Experience
- Marketing
- Direct Marketing
- Social Media
- Partnership Growth
- Fiscal Management
- Culture Change
- Educational Initiatives
- Growth of Diversity
- Innovation

## PROFESSIONAL EXPERIENCE

**ALLENTOWN SYMPHONY ASSOCIATION**, Allentown, Pennsylvania

**2009–present**

### *Executive Director*

As top executive reporting to Symphony Association Board, led turnaround of Miller Symphony Hall and Allentown Symphony Orchestra, bringing stability to troubled organization.

- Initiated and completed largest fundraising campaign in 65-year history of the organization - \$6MM for building improvements, debt elimination, and increase in operating revenue.
- Initiated important building improvements to benefit operations and customer experience. These included new or improved lobby area, box office, office space, customer restrooms, new balcony seating and new performance stage. Responsible for managing multiple projects from architectural bidding and design through on-time completion.
- Grew programming from 18 to over 90 in-house productions.
- Grew facility rental business through partnerships with community organizations and commercial promoters.
- Identified opportunities to expand programming through new and additional technologies enabling Metropolitan Opera HD and National Theatre of London simulcasts.
- Initiated El Sistema Lehigh Valley, a nationally recognized music program for underprivileged youth—earned national recognition from Getty Foundation four consecutive years
- Increased contributed revenue in both number of donors and size of giving by obtaining buy-in to a new vision of the organization.
- Grew earned revenue from \$1.7MM to \$2.3MM in first three years.
- Grew use of social media to target customers.
- Routinely conducted audience research to define and create optimal customer experience.
- Created points of competitive differentiation in an increasingly crowded entertainment market.
- Developed both earned revenue and contributed revenue growth to create positive bottom line.
- Led positive negotiations with American Federation of Musicians over three contract cycles.

**SPRINT**, Overland Park, Kansas

**1990–2008**

### *Director, Corporate Strategy*

Developed, monitored, and maintained Corporate Strategy for Fortune 50 corporation. Provided project support to CEO and Board of Directors. Identified and assessed multibillion dollar business opportunities in highly volatile telecom industry. Led multiple cross-corporate initiatives which resulted in changes to business including:

- Sprint Nextel merger team on Coverage Strategy Segmentation initiative, which provided structure for Sprint reorganization from product line to customer segment.

- Vertical Marketing initiative, identified Systems Integrators, and created strategic alliances to increase penetration of Enterprise and Public Sector accounts.
- Competitive Access Reduction Team, which presented to CEO alternatives to decrease long distance connection access costs compared to those of competitors (the largest cost driver of LD expense).
- Established, organized, and directed marketing team to support fourteen key Strategic Alliances (including Cisco, Hewlett Packard, IBM, Avaya) with over \$200MM account revenue and \$1.4B in sell-with and sell-through revenue.

***Director, Business Process Improvement, Executive Staff***

- Led internal consulting team in major corporate initiative to reduce Sprint's operating expenses by \$150MM over 9 quarters in 12 key business processes (sales, finance, marketing, customer care, and network), which made up 80% of expense.
- Co-chaired Change Management Task Force with Human Resource SVP to assess and design the supporting infrastructure for successful business/operation process improvements, including key processes.

***Director/Group Manager, Switched Order Processing, Finance/Operations***

- Managed up to 600 tele-servicing employees for customer account activation
- Streamlined connection process and reduced headcount by 30% through attrition.
- Enhanced customer satisfaction and revenue through more timely and accurate service switching
- Negotiated billing and collection contracts with 1200 Independent Telephone companies.

**LYRIC OPERA OF KANSAS CITY**

**1995–2009**

- Board member 1995-2009
- Board Chair 2006-2008
- Board President 2004-2006
- Vice President, Strategy 2002-2004

***Consensus Builder:***

- Led Strategy Retreat with Staff, Board, and Guild to gain consensus on whether the Lyric Opera would support move to new proposed \$300MM Performing Arts Center.
- This was a complex decision as Lyric Opera is/was one of four Opera companies in the US to own its own building—move to the Performing Arts Center impacted office space, performance space, rehearsal space, and revenues from 3 key tenants.
- Identified next steps to identify reuse or sale of facility; find office and rehearsal space; plan for loss of revenues from tenants; and plan for increased cost of performance in the new facility.

***Strategic Vision:***

- As VP Strategy led development of five-year strategic plan with direct linkage to accomplishment of Mission and identification of key metrics. Areas of Focus included: Artistic Excellence; Financial Stability; Audience Growth; Diversity of Staff, Artists, and Audience; Education; Customer Satisfaction.

***Development and Leadership:***

- Board Member Lyric Endowment Board. Endowment established during Board tenure.

***Marketing Growth:***

- Developed marketing communications plan executed by Lyric staff.
- Drove launch of web portal and ticket office supported by research of current customers and prospects. Web ticket sales ahead of industry average.
- As Board President hired TRG to supplement limited staff marketing expertise. Resulted in new pricing structure, upgraded computer/ticketing systems, training for Box Office staff on selling/upgrade.



AT&T, Missouri, New Jersey, Michigan

1980–1990

**District Manager/Sales Manager/Supervisor Marketing and Sales**

- High Potential Management Development Program participant. Rotated through marketing and sales positions with increasing responsibility with line and staff assignments.
- District Manager, Telemarketing. Managed key outsourced vendors as well as in house representatives in growth from 150 to 600 non-management union representatives with \$300MM in annual revenue.
- Created marketing intelligence process and supporting infrastructure, which was rolled out nationwide providing Voice of Customer to key decision makers in staff roles.

**EDUCATION**

**MBA**, Arizona State University, Marketing and Finance

**Bachelor of Music**, Nebraska Wesleyan University, Violin Performance

**Graduate Studies**, Wayne State University, Baroque Musicology

**HONORS AND AWARDS**

▪ **Woman of Influence, 2016**

Lehigh Valley Business Journal

Identified as one of 25 Women of Influence in Lehigh Valley selected by Leadership, Innovation, and Community Involvement.

▪ **Lehigh Valley Health Network Board of Associates, 2014-present**

The LVHN Board of Associates consists of community leaders with a mutual interest in quality patient care, clinical and community education, medical research and other endeavors that keep our community healthy.

▪ **Human Relations Council, October, 2013**

Allentown Symphony Association nominated and awarded for Accessibility and Diversity of stage and educational programs.

▪ **Muhlenberg College Board of Associates, 2013-present**

An organization of select business, professional and civic leaders committed to fostering community understanding and support of the College.

▪ **Harvard Strategic Perspectives for Non-Profit Executives, Summer 2011**

First Arts Executive from Lehigh Valley to be nominated to attend a highly selective course at the Harvard Business School for 150 international non-profit CEOs. One of two US performing arts organizations represented. Full scholarship provided by Harvard donor.

▪ **Pennsylvania Presenters Panel, Spring 2011, Spring 2015**

Selected by Head of Pennsylvania Arts Council as one of seven presenters to sit on panel assessing and awarding grants to the over 100 presenters in Pennsylvania.

▪ **Milestone Award, Lehigh Valley Chamber of Commerce, November 2010**

Allentown Symphony Orchestra awarded the only annual Milestone Award granted by The Greater Lehigh Valley Chamber of Commerce is an organization comprised of more than 5000 businesses. It is the second largest Chamber in the state of Pennsylvania, and one of the largest in the nation.

▪ **Essentials of Orchestra Management, League of American Orchestras, January, 2010**

Attended "Executive Director Boot Camp", a selective 10 day program for new Executive Directors at the League offices. Instructors/Lecturers included Susan Graham, Peter Pasterich, James Levine, Brent Assink, SFO and many others. Built strong relationships in the industry and with League officials.

## COMMUNITY AFFILIATIONS

- **Muhlenberg College**, Board of Associates
- **Mayor's Arts Commission**, Vice President, Allentown, PA
- **American Association of University Women, Gateway to Equity Award**, May 2013
- **Past Chairman and President**, Lyric Opera of Kansas City
- **Diamond Donor**, United Way
- **Allentown Downtown Rotary**
- **Lehigh Valley Health Network**, Board of Associates

## INDUSTRY AFFILIATIONS

- **ConSERT**: non-profit collective of performing arts centers and presenters, historic theatres, agents, concert promoters and industry vendors.
- **APAP: Association of Performing Arts Presenters**
- **Pennsylvania Presenters**: consortium of individuals, businesses, and organizations dedicated to presenting and touring performing arts throughout Pennsylvania and its neighboring states.
- **American Symphony Orchestra League**: Secretary, Orchestra Groups 3 & 4.



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 1, 2018

### Consider Bid Award for 2018 Tree Trimming Program

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#### RECOMMENDATION

Staff recommends the City Council approve the award of a bid to Kansas City Tree Company for \$87,080.00 for trimming trees in City right-of-way.

#### BACKGROUND

This bid is the annual tree trimming of trees in the City right-of-way. There were four areas bid, but to meet budgetary constraints we will only be including three areas in the contract. A map is attached delineating the three areas for trimming this year. All the trees will be trimmed to remove any dead wood larger than 2-inches over the right-of-way, remove limbs interfering with sight line to traffic signals and street signs, and with a cone under the street lights.

Kansas City Tree has completed this contract for the City in previous years with good results.

Four bids were received and opened on September 21, 2018, by the City Clerk. The bid tab is:

<b>Bid Totals</b>				
<b>Bidder</b>	<b>Total</b>	<b>Area 61</b>	<b>Area 62</b>	<b>Area 63</b>
KC Tree	<b>\$ 87,080.00</b>	\$25,830.00	\$33,740.00	\$27,510.00
Arbor Masters	<b>\$ 92,002.00</b>	\$27,232.00	\$35,688.00	\$29,082.00
VanBooven	<b>\$200,885.00</b>	\$39,285.00	\$94,975.00	\$66,625.00
Smith Bros	<b>Incomplete Bid</b>	No Bid	No Bid	\$27,510.00

#### FUNDING SOURCE

Funds are available and were budgeted for tree trimming in the 2018 Public Works Operating Budget.

#### ATTACHMENTS

Construction Agreement for Tree Trimming  
Tree Trimming Area Map

#### PREPARED BY

Keith Bredehoeft, Director of Public Works

September 24, 2018

**CONSTRUCTION AGREEMENT**

**for**

**2018 TREE TRIMMING**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**KANSAS CITY TREE CARE LLC**

**CONSTRUCTION CONTRACT  
FOR  
2018 TREE TRIMMING  
  
BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
KANSAS CITY TREE CARE LLC**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and Kansas City Tree Care LLC, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project 2018 Tree Trimming , (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

**WHEREAS**, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

**WHEREAS**, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

**WHEREAS**, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

**WHEREAS**, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

**ADVERSE WEATHER** shall have the meaning set forth in Section 9.3 hereof.

**APPLICATION FOR PAYMENT** shall mean a written request for compensation for Work performed on forms approved by the City.

**BID** shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

**BID DOCUMENTS** shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

**BID PROPOSAL** shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

**BONDS** shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

**CERTIFICATE FOR PAYMENT** shall mean written certification from the Field Superintendent stating that to the best of the Field Superintendent's knowledge, information and belief, and on the basis of the Field Superintendent's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

**CHANGE ORDER** is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

**CITY** shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

**CONTRACT** or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Field Superintendent) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be

carried out and the Project shall be constructed fully in accordance with the Contract Documents.

**CONTRACT PRICE** shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

**CONTRACT TIME** shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

**CONTRACTOR** shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

**DEFECTIVE WORK** shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

**FIELD ORDER** shall mean a written order issued by the Field Superintendent that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

**FINAL ACCEPTANCE** shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

**GENERAL CONDITIONS** shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

**INSPECTOR** shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Field Superintendent.

**NOTICE TO PROCEED** shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

**PAY ESTIMATE NO. \_\_\_\_ or FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

**PLANS** shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT** shall mean the Project identified in the first paragraph hereof.

**FIELD SUPERINTENDENT** shall mean the person appointed by the Public Works Director for this Contract.

**PROJECT MANUAL** shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

**PROJECT SEGMENTS** shall have the meaning set forth in Section 7.1 hereof.

**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

**SHOP DRAWINGS** shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**SPECIFICATIONS** shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

**SPECIAL CONDITIONS** shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

**SUBCONTRACTOR** shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION** shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

**TOTAL COMPLETION** shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

**TOTAL PROJECT WORK** shall have the meaning set forth in Section 7.1 hereof.

**UNIT PRICE WORK** shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

**UNUSUALLY SEVERE WEATHER** shall have the meaning set forth in Section 9.4 hereof.



**WORK** shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

**WORK SCHEDULE** shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words "as ordered," "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Field Superintendent is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactorily", or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Field Superintendent.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Field Superintendent of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Field Superintendent of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Field Superintendent before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### **4. CONTRACT COST**

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### **5. WORK SUPERINTENDENT**

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Field Superintendent daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Field Superintendent's representative is able to monitor properly the Work.

## 6. FIELD SUPERINTENDENT

6.1 It is mutually agreed by and between the parties to this Agreement that the Field Superintendent shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Field Superintendent shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Field Superintendent shall determine, where applicable, questions in relation to said Work and the construction thereof; that Field Superintendent shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Field Superintendent's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Field Superintendent render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Field Superintendent and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Field Superintendent, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Field Superintendent as set forth in this Contract. The Field Superintendent shall be the City's representative from the effective date of this Contract until final payment has been made. The Field Superintendent shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Field Superintendent may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Field Superintendent.

6.5 The Field Superintendent shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Field Superintendent shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

- 6.6 The Field Superintendent will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Field Superintendent's recommendation of any payment requested in an Application for Payment will constitute a representation by Field Superintendent to City, based on Field Superintendent's on-site observations of the Work in progress as an experienced and qualified design professional and on Field Superintendent's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Field Superintendent's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Field Superintendent will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Field Superintendent in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.
- 6.7 The Field Superintendent may refuse to recommend the whole or any part of any payment if, in Field Superintendent's opinion, it would be incorrect to make such representations to City. Field Superintendent may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Field Superintendent's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Field Superintendent because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Field Superintendent) stating the reasons for such action.
- 6.9 The Field Superintendent will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Field Superintendent deems it necessary or advisable, the Field Superintendent shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Field Superintendent will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and

- Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Field Superintendent shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Field Superintendent, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Field Superintendent will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Field Superintendent's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Field Superintendent will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Field Superintendent will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Field Superintendent, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Field Superintendent and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Field Superintendent, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Field Superintendent, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Field Superintendent, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Field Superintendent, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Field Superintendent shall be free at all times to perform their duties, and

intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.

- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

**7. WORK SCHEDULE:**

- 7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments**.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Field Superintendent with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Field Superintendent or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day and Thanksgiving) without the express written approval of the City Field Superintendent. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Field Superintendent.

- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Field Superintendent. The Contractor shall communicate immediately any changes in the Work Schedule to the Field Superintendent for approval by the City.

## 8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Field Superintendent shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Field Superintendent in writing within one (1) week from the time when any such alleged cause for delay shall occur.

## 9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Field Superintendent, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.



9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.

9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.

9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.

9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.

- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Field Superintendent by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Field Superintendent within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## **10. LIQUIDATED DAMAGES**

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## **11. PAYMENT PROCEDURE**

- 11.1 Based upon Applications for Payment submitted to the Field Superintendent by the Contractor and Certificates for Payment issued by the Field Superintendent, the City shall

make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Field Superintendent will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Field Superintendent will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- Defective Work not remedied by the Contractor;
- Claims of third parties against the City or the City's property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Field Superintendent, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

## **12. COMPLETION AND FINAL PAYMENT**

12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Field Superintendent thereof in writing. Thereupon, the Field Superintendent will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Field Superintendent will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Field Superintendent is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Field Superintendent its affidavit that all payrolls, invoices for materials and equipment, and other

liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Field Superintendent's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

### **13. CLAIMS BY THE CONTRACTOR**

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Field Superintendent. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Field Superintendent and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Field Superintendent may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Field Superintendent may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Field Superintendent shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order

of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

#### **14. CHANGES IN THE WORK**

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Field Superintendent shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Field Superintendent on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Field Superintendent requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the

Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Field Superintendent's Certificate for Payment.

- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## 15. INSURANCE AND BONDS.

- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- 15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"



- 15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

- 15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- 15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;  
Carries a Best's policy holder rating of A- or better; and  
Carries at least a Class VIII financial rating, or  
Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full

force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

- 16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:
- "The Contractor"** means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and **"Loss"** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.
- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.
- 17. SUCCESSORS AND ASSIGNS**
- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
  - D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
  - F. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such

contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

**19. FEDERAL LOBBYING ACTIVITIES [THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]**

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

**20. RELATIONS WITH OTHER CONTRACTORS:**

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

## **21. RIGHT OF CITY TO TERMINATE**

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Field Superintendent or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

## **22. MISCELLANEOUS:**

22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the

- Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Field Superintendent and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available

- within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Field Superintendent or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.



- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

\_\_\_\_\_  
(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Laura Wassmer

\_\_\_\_\_  
(typed name)

Mayor

\_\_\_\_\_  
(typed title)

City of Prairie Village

\_\_\_\_\_  
(typed company name)

7700 Mission Road

\_\_\_\_\_  
(typed address)

Prairie Village, Kansas 66208

\_\_\_\_\_  
(typed city, state, zip)

\_\_\_\_\_

\_\_\_\_\_  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

ATTEST:

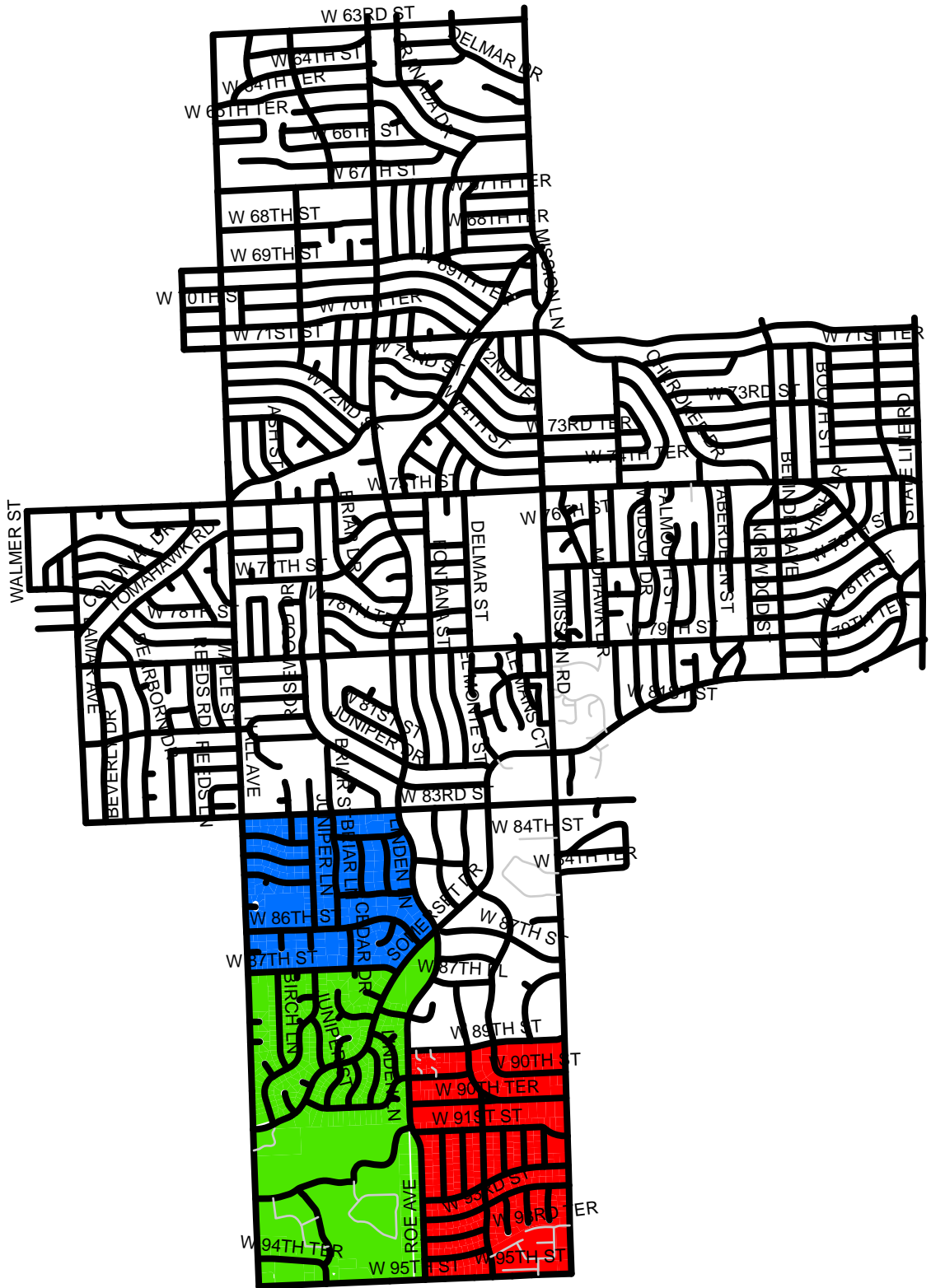
APPROVED BY:

\_\_\_\_\_  
City Clerk, Joyce Hagen-Mundy

\_\_\_\_\_  
City Attorney, David Waters

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

# 2018 Tree Trimming Areas



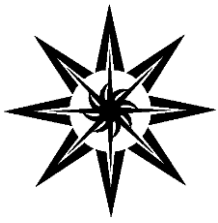
## 2018 Work Areas

-  Area\_61
-  Area\_62
-  Area\_63



THE CITY OF PRAIRIE VILLAGE  
*Star of Kansas*  
Created by Public Works GIS

September 25, 2018



Consider Approval of Ordinance 2392, amending the City of Prairie Village, Kansas Zoning Regulations by adding neighborhood design standards for R-1a and R-1b zoning districts, addressing building massing and frontage design, reorganizing and adjusting development standards, adding impervious coverage limits, and revising and coordinating other existing standards related to accessory buildings, setback, and lot exceptions.

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**RECOMMENDED MOTION:**

Make a motion to accept the Planning Commission's recommendation and approve Ordinance 2392.

**BACKGROUND:**

On August 6, 2018, staff presented the results of the feedback received from an online survey and the three public forums that were held in July regarding Phase II of the Neighborhood Design Standards. At this meeting, the City Council authorized staff to set the public hearing for the proposed standards at the Planning Commission meeting on September 11. The City Council directed staff to specifically get feedback on the following items from the Planning Commission:

- The street tree requirement and any economic impacts on applicants, difficulties in administering it, and overall protection of both public trees and trees on private property.
- The total lot greenspace standard, specifically how we are defining greenspace and whether other landscape materials should be included in the definition, and reviewing when that standard should apply.
- The situation where lots appear to be graded up for new buildings when viewed in relation to adjacent houses.

At the August 7 Planning Commission meeting, the Planning Commission directed staff to come back to the September 11 meeting with specific recommendations on the three points above. Staff's recommendations were as follows:

- Staff recommended no changes to the street tree requirements. The Committee felt that street trees and streetscape were significant contributors to neighborhood character, and that the City should be proactive at filling in gaps where street trees do not exist to preserve this character. In addition, the maximum cost to purchase, deliver, and install a 2.5 inch caliper street tree from the approved list was determined to be no more than \$500, but likely even less. Staff felt that this cost seems proportionate when compared to the level of investment that comes with major additions and teardown/rebuilds, especially when considering the important impact street trees and streetscape design have on neighborhood character. In regards to tree protection on private property, staff felt that this is an important issue that should be addressed by the City, but that it is a broader issue that would require significant study and investment and could not be adequately addressed under this particular effort.
- Staff recommended changing the "total lot greenspace" standard to a "total lot impervious surface coverage" standard. This change, in essence, flipped the original limit of "at least 65% greenspace on the entire lot," to "no more than 35% impervious coverage on the entire lot." This change was recommended in order to better define what would fall under this standard, and would now only include the portions of the lot covered by buildings, other structures, and hard surfaces that do not infiltrate stormwater. With this change, landscape materials such as mulch and permeable concrete would not count against a property, unlike the previous "greenspace" standard.
- Staff also recommended adding in a requirement that the first floor elevation on a new home could be no more than 12 inches higher than the previous home on the lot. This was recommended to address the feedback we received from Council and residents regarding lots being "graded up" and the new home sitting much higher than the previous home on the same lot. Staff felt that allowing a 12 inch increase on the first floor elevation was necessary to incorporate the appropriate site grading to achieve proper drainage on the lot.

The Planning Commission held a public hearing on September 11, 2018 regarding Phase II of the Neighborhood Design Standards and staff included the above recommendations in the proposed ordinance. 25 individuals addressed the Planning Commission during the public hearing to speak in favor or against the proposed regulations. After significant discussion, the Planning Commission unanimously recommended approval of Ordinance 2392, including the staff recommendations listed above, with the following changes added:

- Increased the impervious coverage limit from 35% to 40% (this was previously the lot greenspace standard)
- Increased the garage height limit from 8 feet to 8 feet, 2 inches to match ADA requirements.
- Removed the wording “in order of priority” from Section C.1 (d) from the neighborhood design standards in 19.06.025 and 19.08.025, and changed Section C.1., subsection d.3 of 19.06.025 and 19.08.025 to read “within the first 15 feet” instead of “the first 5 feet.”
- Changed the effective date of the new regulations from January 1, 2019 to four months from the date of City Council approval, which would be February 1, 2019 if approved by the City Council on October 1.
- Changed the word “façade” to the word “elevation” in Section D.1. of 19.06.025 and 19.08.025.
- Changed the word “behind” to “at the rear of” in Section A.1. of 19.06.020 and 19.08.020.

The minutes from the meeting are attached for the Council's review.

The City Council can take the following actions:

- Accept the Planning Commission's recommendation and adopt Ordinance 2392 as currently written with a simple majority of the Governing Body (including the Mayor) - 7 votes needed
- Override or amend the Planning Commission's recommendation with a 2/3 majority vote of the Governing Body (including the Mayor) - 9 votes needed
- Return the recommendation to the Planning Commission for further consideration (with specific direction on what the Planning Commission should reconsider) with a simple majority of the quorum present - 7 votes needed if all members are present.

If the Governing Body returns the recommendation to the Planning Commission, the Planning Commission can then resubmit its original recommendation, or they can submit a new and amended recommendation. Once the recommendation is received, the Governing Body can adopt or revise such recommendation by a simple majority (7 votes) or the Governing Body can choose to take no further action.

#### **ATTACHMENTS:**

- Planning Commission Staff Report
- Q&A Document
- Staff Presentation
- Final Draft of the Design Guidelines
- Ordinance 2392
- Draft Planning Commission Minutes from September 11, 2018

#### **PREPARED BY:**

Jamie Robichaud  
Assistant City Administrator  
Date: September 20, 2018

# STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Chris Brewster, Gould Evans, Planning Consultant  
**DATE:** September 11, 2018, Planning Commission Meeting

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**Application:** PC 2018-05

**Request:** AN ORDINANCE AMENDING THE CITY OF PRAIRIE VILLAGE, KANSAS ZONING REGULATIONS BY ADDING NEIGHBORHOOD DESIGN STANDARDS FOR R-1A AND R-1B ZONING DISTRICTS, ADDRESSING BUILDING MASSING AND FRONTAGE DESIGN, REORGANIZING AND ADJUSTING DEVELOPMENT STANDARDS, ADDING IMPERVIOUS COVERAGE LIMITS, AND REVISING AND COORDINATING OTHER EXISTING STANDARDS RELATED TO ACCESSORY BUILDINGS, SETBACK, AND LOT EXCEPTIONS.

**Action:** *A zoning ordinance text amendment requires the Planning Commission to evaluate facts and weigh evidence, consider the comprehensive plan, evaluate policies, and make a recommendation to the City Council.*

**Attachments:** Revised / final working draft of proposed amendments; Draft ordinance incorporating changes; Current Zoning Map (R-1A and R-1B, areas affected by changes)

**Background:**

Prairie Village has been experiencing increasing amounts of investment and infill development in residential neighborhoods. Some of these projects involve tearing down older homes and replacing them with new and larger homes. Discussion and concern regarding the ability of the zoning standards (R-1B and R-1A zoning districts) to guide new development have been occurring for the last several years. In 2015, the City Council directed city staff to engage in a public process that resulted in some basic amendments to the R-1A and R-1B development standards. Staff conducted a nine-month process with several stakeholder meetings and public meetings to discuss and refine draft changes to the regulations. Some of those changes were adopted, which include:

1. Changing the way building height was interpreted (previously from grade to mid-point of roofs; changed to from top of foundation to the highest point on peak of roof), and revising the R-1B building height from 35' to 29.
  2. Changing side setbacks from 6' to 7' in R-1A, and from 4' to 6' in R-1B, and adding a minimum of 20% of lot width between both sides.
  3. Revising the first floor elevation limits from being based on the previous home, to being based on 6" to 24" above finished grade.
-

Several associated building massing and design standards were proposed at this time, but there was not consensus on the appropriateness or need for these standards. The direction was to approve the above standards, with the potential to revisit the massing and design standards at some point in the future.

In fall of 2017, the City Council directed staff to convene a neighborhood design committee to review the past efforts and make a recommendation to the City Council and Planning Commission. City staff organized a nine-member committee – each was a Prairie Village resident, each was involved in the design profession, six had no official position with the City and three were sitting Planning Commissioners. Several of these individuals had expressed concern or different viewpoints in the previous efforts, and volunteered to be involved with any further discussion on this topic.

This committee met seven times between November 2017 and March 2018, with the following topics addressed:

- Review previous effort / refine scope and approach
- Discuss design issues and priorities
- Review data and other cities' approaches
- Explore strategies and develop a framework
- Review, discuss and refine strategies and options
- Make recommendations and prepare materials for broader public outreach and review

Based on the committee's work, staff presented an update to the Planning Commission on April 3, 2018 and to the City Council on April 16, 2018. The Council discussed the committee's "working draft" and made several recommendations for them to reconsider. The committee met again, considered those recommendations and made a formal recommendation for a draft to be reviewed and discussed further through broader public and stakeholder outreach. Staff provided the City Council with an update of the committee's recommendations on June 4, 2018, and Council directed staff to schedule public open houses to discuss the recommendations.

Staff conducted three public open houses – July 9, July 11, and July 17, 2018. The results of these open houses, as well as an online survey paralleling topics in the recommendations, were presented to the City Council and Planning Commission in August. (August 6 and 7, 2018 respectively.) 625 responses were received on the survey, with an average of 83% of respondents indicating they were supportive of the proposed changes.

At the August 6 meeting, the City Council directed that the Planning Commission specifically consider three topics in making their formal recommendation to the City Council:

- The street tree requirement and specifically any economic impacts on applicants, difficulties in administering it, and overall protection of both public trees and trees on private property.
- The total lot greenspace standard, specifically how we are defining greenspace and whether other landscape materials, such as mulch and river rock, should be included in the definition, and reviewing when that standard should apply.
- The situation where lots appear to be graded up for new buildings when viewed in relation to adjacent houses.

The Planning Commission discussed the merits of these items at its August 7 meeting and asked staff to make professional recommendations to the Commission on these topics in light of their discussion. On these specific topics, staff is recommending the following:

1. *Street Trees.* No change to the working draft is recommended by staff. Street trees and streetscape were determined to be significant contributors to "neighborhood character" by the neighborhood design committee, and to the extent that there are gaps where street trees do not exist, the committee felt that the City should be proactive at filling them in. Public Works and the Tree Board work to proactively fill in gaps, and coordination with this effort at a time of significant construction or property improvement seems appropriate.

The proposed recommendation would not require a tree to be installed in an area where one already exists in the general vicinity, as long as that tree is protected during construction. In addition, there is already criteria built in to the existing recommendation for where trees can be

located, and the ability of staff to coordinate permitting and installation of trees with future improvements or unanticipated constraints is sufficient to administer the proposed standard with the appropriate degree of flexibility. The typical cost (\$250.00 per tree, plus \$250.00 if professionally installed) seems proportionate when compared to the level of investment anticipated with projects that would trigger these requirements, particularly when considering the impact and significance that street trees and streetscape design have on the neighborhood character.

The need to implement a broader tree protection strategy was not specifically part of the committee's charge, so it has not been thoroughly discussed and may impact many non-development scenarios. However, the need for tree protection is relevant to the committee's priorities for neighborhood character, and to receive credit for existing trees, instead of being required to plant a new tree, protection of existing trees through construction will be required. While some cities do implement tree protection ordinances with broad applicability to private trees (other than street trees), these are comprehensive and complex topics. Tree protection ordinances often encompass: a study of valuable tree species in the area; an assessment of existing conditions of the tree canopy (generally or a specific inventory); a refined approach to what species, size and condition of trees warrant protection; and establishing procedures and oversight to balance the private property rights (often multiple property owners) that are impacted by trees on private property. Therefore, staff's recommendation is that "tree protection" is a broader topic that should be addressed in the City Code, which may include considering stricter penalties for damaging street trees, but should not be included as part of this effort. The working draft provisions do have sufficient incentives to protect existing street trees that are of value to the streetscape and neighborhood character through construction.

2. *Total Lot Greenspace.* Staff recommends this standard be changed to "Total Lot Impervious Surface Coverage<sup>1</sup>" and moved to the development standards that deal with the total lot. This is the amount of a lot that could be covered by buildings, non-building structures, or hard surfaces that do not infiltrate stormwater. During this process, this standard was discussed as total lot "greenspace." However, staff recommends the term "impervious surface coverage" to better define the standard, reflect the drainage objective of this standard, and to distinguish it from the recommended street tree and "frontage greenspace" standards, which are related to landscape aesthetics and streetscape design. Further, we believe it makes better sense to include this standard with the overall lot development standards rather than the new neighborhood design standards.

Currently, total lot impervious surfaces is only limited through a drainage permit administered by Public Works. There is no specific standard written in the City's regulations; there is only a performance standard associated with the Public Works drainage criteria and review. This issue was added later in the committee process after input from Public Works. The original recommendation was for "60% greenspace" (or 40% impervious surface limits). After discussion and direction by the City Council, and prior to the public open houses, a motion was approved to change this to "65% greenspace" (or 35% impervious surface limits). Some key elements to note about this new standard:

- a. It is limited to only situations when someone is making a significant investment in redevelopment of the lot, where they have more influence over the overall design and extent of impervious surfaces. This offers some further protection, in addition to the typical "legal non-conforming" status that all properties have, to properties that do not currently meet this standard but may be doing work below the applicability threshold.
- b. It applies to the total lot, independent of the proposed frontage greenspace requirement (60%, proposed standard) and independent of the "building coverage" (30%, existing

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<sup>1</sup> A related change in terminology is to change the existing "lot coverage" standard to "building coverage," but not make any changes to the 30% requirement. This is a more accurate term for this standard, which regulates the massing relative to the lot size, and is applied to all structures over 30 inches high, but does not apply to all impervious surfaces.



- standard). This is because it is a drainage standard, while the other two are an aesthetic/streetscape standard and massing standard, respectively.
- c. Impervious surfaces do include buildings and driveways, as well as other structures or surfaces, so it is related to the building coverage standard and frontage greenspace standard. Specifically, a 35% impervious surface standard and a 30% building coverage standard may require projects to make choices on space allocation for some lots. (For example, if you choose to build out to the entirety of your building coverage allowance (30%) that would leave only 5% left for all other impervious materials, such as driveways, sidewalks, and patios).
  - d. Unlike other development standards (height, setback, lot sizes) which would require a variance for any relief, the impervious surface standard is referred to the new/revised Planning Commission exception process. It includes some specific additional requirements related to drainage and a drainage study approved by Public Works. This is recommended to better account for some of the more context- and lot-specific criteria and analysis that may need to balance the topics of proper drainage and appropriate building / lot design.
3. *Lot Grading and Foundation Elevation.* This issue was discussed in the committee but not resolved, and no recommendation was made. Specifically, the committee wrestled with how the proper drainage and the location of certain fixed elements, such as garage floors and driveway grades, affected the perceived massing on other portions of the building and lot. It was also brought up frequently in public comments and City Council discussion. It is impacted by the 2016 change that went away from the previous standard of limiting building heights based on previous homes finished first floor elevation. At that time, that standard was considered inappropriate since many homes in Prairie Village needed to be raised due to foundation and drainage issues, and it did nothing to limit the mass that could otherwise be built despite meeting the standards. The decision was a better approach would set a reasonable limit on the amount of foundation that could be exposed (to allow improved drainage), and measure the building height from there (and reduce the scale and mass). After discussion during the current process and reviewing many existing homes and recent applications, staff recommends a combination of the previous approach (regulation by existing first floor elevation, but modified with a reasonable allowance for raising up to 1 foot) and the current approach (setting a reasonable tolerance for the amount of foundation that could be exposed). In addition, this dual approach can more effectively incorporate the appropriate site grading for proper drainage, considering both the overall lot contours and portions nearest the foundation.

### **Proposed Ordinance:**

Staff has prepared the proposed ordinance amendments for consideration in the formal review process based upon:

- Discussion and direction by the neighborhood design review committee;
- Input from the public forums (both open houses and on-line surveys);
- Discussion and direction by the City Council, based on the working drafts and discussion of input from the public forums.
- Discussion and direction by the Planning Commission review of the working drafts and input from the public forums; and
- Staff meetings discussing all of the above.

To make changes to the zoning ordinance, the Planning Commission must hold a public hearing, make a formal recommendation to the City Council, and the Council then has the option to approve, amend, or deny the Planning Commission's recommendation. To amend or deny the Planning Commission's recommendation, the City Council would need to do so with a 2/3 majority vote.

### *Relation to Comprehensive Plan:*

Village Vision was adopted in 2007 with the following goals specifically related to these issues:

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- *Community Character*: Provide an attractive, friendly, and safe community with a unique village identity appealing to people of all ages.
- *Housing*: Encourage neighborhoods with unique character, strong property values, and quality housing options for families and individuals of a variety of ages and incomes.
- *Land Resources*: Encourage a high-quality natural and man-made environment that preserves community character, creates identity and sense of place, and provides opportunities for renewal and redevelopment, including vibrant mixed-use centers.

Several specific policies and action items under these goals further identify the values of the community in this regard. Strategies identified include updating development regulations to better balance the need for new investment with maintaining the character and identity that have made Prairie Village's neighborhoods attractive and valuable.

#### *Summary of Changes:*

The recommended changes to be considered by the Planning Commission at the public hearing are summarized below. These changes are to the R-1A and R-1B zoning districts. Each are similar but have subtle differences in the standards due to the larger lot sizes required in the R-1A district.

#### **A. Reformat Development Standards** (setbacks, height, lot sizes and coverage standards)

This change generally proposes no substantive change and incorporates all of the 2016 amendments. It does reformat several ordinance sections of text in a simpler format for ease of use.

The main substantive change is the addition of a total lot impervious surface coverage standard, mentioned above.

#### **B. Relocate Several Existing Related Standards** (accessory buildings, garages, and exceptions for building elevation and coverage)

The proposed regulations also relocate several related sections of the current regulations into this section for better formatting, ease of use and interpretation, and to simplify the standards. These involve several sections in the "accessory use" chapter and in the "height and area exceptions" chapter. There are no substantive changes except where noted below.

- Relocate standards allowing for detached garages and for setback exceptions for attached garages on corner lots into this section.
- Include all residential accessory building standards here. This reformatting consolidates several sections and clears up a current interpretation issue on the number of accessory buildings that are allowed within the principal building setbacks, which has caused some interpretation issues in the past. (See Planning Commission Interpretation Memo, November 1, 2016). Staff is also recommending some additional flexibility for minor accessory structures on larger lots and on lots with institutional uses. These changes are reasonable accommodations, which are reflective of many existing conditions or recent special use permits. All of these structures would still be subject to the 30% lot coverage and 35% impervious surface coverage limits as well.
- Similarly, the exception processes and criteria for building elevation and coverage would no longer be needed, as they are included in an expanded form with more specific criteria in the new neighborhood design section (discussed below).

#### **C. Neighborhood Design Standards**

These new recommended sections were the focus of the committee meetings and public engagement. The committee prioritized the following elements as key contributors to Prairie Village neighborhood character that could be addressed by zoning standards:

- Streetscape aesthetics – recommended standards for landscaped greenspace in the front, and requirements for street trees.

- Building Scale and Mass in relation to the streetscape and in relation to the overall lot; specifically:
  - Limiting the extent and prominence of garages along lot frontages;
  - Prioritizing human-scale elements such as windows, doors and entry features on frontages; and
  - Breaking up larger wall masses so that they appear smaller and/or have more variation or setbacks along interior lot lines.
- Refining the standards related to grading and top of foundation, as discussed above.

Also important to the consideration of the Neighborhood Design Standards are some of the things the committee discussed but are not part of their recommendation. The committee did not feel it was appropriate, nor could a zoning ordinance effectively address, architectural styles. Substantial discussion occurred on the value of diverse architectural styles to the community – both in the past and going forward. Provided any style adequately addresses the above priorities, it should be welcomed in the City, and to the extent any of the standards would unintentionally limit a design element that is essential to any particular architectural style, there is a specific exception criteria to allow the Planning Commission to consider that and evaluate it against the above neighborhood design priorities.

The committee also spent a substantial amount of time discussing “quality” and “good design” – noting that these two attributes will make any project fit in better with its context and surroundings. However, the committee also recognized the inherent difficulties of regulating these topics effectively, and was cautious about any standard that attempted to do so, as it would likely have several other unintended consequences. There was acknowledgement (from study of other communities and personal experience) that while these issues are important to Prairie Village neighborhoods, the only effective way to address this is through an Architectural Review Board. The committee balanced the benefits of an Architectural Review Board with the key drawback, which include: substantial costs it can add to applications in time and professional expenses; the difficulty in finding qualified citizen volunteers to serve and render consistent guidance; and staff time associated with applications, review, and staffing meetings. While some on the committee wanted to maintain this path as a future option for further discussion, everyone acknowledged that it is not an appropriate step under this effort.

Based on the above, the proposed neighborhood design standards are focused on basic massing standards and how those standards introduce more human-scale design elements to the building, and prioritizing the relationship to neighborhood streetscapes.

#### **D. Exceptions**

The committee also discussed the importance of avoiding too many unintended consequences, or specifically accounting for situations when the right design solution would inadvertently be undermined by the proposed standards. These types of situations are not appropriate for a “variance” since by statute it requires the Board of Zoning Appeals to find that specific circumstances are present – most notably presence of a hardship and the determination of a unique property. These criteria do not easily account for the “right design” scenarios, or allow consideration of factors outside of the variance criteria. Therefore, the proposed standards include a specific exception section that allows the Planning Commission to consider projects that do not meet the standards. Key to the exception provisions are: the intent statements for the Neighborhood Design Standards generally; the introductory objective stated for each particular standard; and the criteria for when the Planning Commission should approve an exception. The basic principle is that whenever a design solution equally or better meets the intent of the design standards, and does not undermine other standards, it should be approved. Of particular note is that this exception process only applies to the neighborhood design standards (and the impervious surface standards by reference, as noted above), and could not be used to violate any of the other applicable standards.

#### **E. Height and Area Exceptions**

Several changes associated with Chapter 19.44. Height and Area Exceptions are also part of this recommended ordinance. This is an existing section, and the proposed changes are either to better coordinate with some of the new building massing standards, or to clear up current interpretation issues.

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These primarily deal with how common building elements such as decorative architectural features, porches and entry features, or bay windows and window wells can encroach into the side setback, and the orientation of buildings on corner lots. No substantive changes are associated with these updates.

**F. Public Notice**

During the City Council review and discussions, the concept of a neighborhood meeting was brought up, and staff considered how the current Citizen Participation Policy requiring neighborhood meetings for site plans, special use permits, or rezoning applications could apply. However, after further consideration, it was determined that the logistics of that policy, particularly for single-family home projects, which only involve administrative permitting by the City and not a formal review by Planning Commission or City Council, is not appropriate for these applications. Further, in association with many other non-zoning related issues and concerns about building in neighborhoods, it was determined that proper communication is the key goal here. Therefore, a new notice provision is recommended for any new building or teardown, which would require applicants to communicate the nature of the project, who the primary contacts are, and how neighbors can get information on plans submitted to the City.

**Planning Commission Action:**

This is a proposed change to an ordinance. The Planning Commission is the formal recommending body, and, based on its discussion and deliberation, may make any recommendation it determines appropriate. Therefore, after public comment and discussion, the Planning Commission by a majority vote may:

1. Recommend the draft ordinance to the City Council.
2. Recommend the draft ordinance, with any changes agreed to by a majority of the Commission, to the City Council
3. Recommend no action by the City Council, or recommend they not approve the ordinance.
4. Take no action (a failure to approve a motion or a motion for no action will be considered a recommendation for denial).

**City of Prairie Village  
Neighborhood Design Standards  
Q&A**

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**1. When would the proposed standards apply?**

The neighborhood design standards (Section 19.06.025 and Section 19.08.025) would apply when a new structure is built, when 200 square feet or more is added to an existing building's footprint, or when construction activity occurs that alters the form or massing of the front elevation or roof of a residential structure. However, any existing home that doesn't comply with the regulations would be considered a legal, non-conformance and would be "grandfathered" in. If a home that is non-conforming wants to do an addition greater than 200 square feet in the future, the portion of the home that is being improved or added would need to meet the new standards, but any part of the home that isn't being touched and/or improved would not need to come into conformance with the design standards. For example, if someone is adding a screened in porch to the back of their home, they would not then be required to add windows to all sides of their home to meet the minimum percentage requirements, because they are only making improvements to the back of their home.

**2. How many new, single-family residential building permits have been issued in the past 7 years?**

2012: 4

2013: 9

2014: 16

2015: 24

2016: 29

2017: 34

2018 (through August): 35 (plus 9 single-family building permits are currently under review)

**Total: 151**

**3. How many addition permits have been issued in the past 5 years?**

2014: 41

2015: 61

2016: 76

2017: 55

2018 (through August): 44

**Total: 277**

In 2018, 25 of the addition permits issued have been for room additions. Of those permits, 68% were over 200 square feet and 36% were over 500 square feet.

**4. How many total building permits has the City issued over the past 5 years?**

2014: 1,315

2015: 1,612

2016: 1,635

2017: 1,778

2018 (through August): 1,142

**Total: 7,482**

**5. When did Fairway adopt their residential design standards? Did the design standards slow down redevelopment in Fairway?**

Fairway originally adopted their residential design standards in 2004. They have amended their standards several times since then, most recently in 2015. In 2003, prior to adoption of the standards, Fairway issued 2 single-family building permits, and in 2005, after adoption of the standards, they also issued 2 single-family building permits. Bill Sandy, Building Official and Codes Administrator with the City of Fairway, said “I don’t believe there is any correlation between the ordinance adoption and the homes being built.”

The number of new, single-family residential building permits Fairway has issued over the past seven years is as follows:

2012: 4

2013: 7

2014: 9

2015: 12

2016: 9

2017: 12

2018 (through August): 12

**Total: 65**

**6. How will these proposed standards affect existing homes that want to do an addition?**

If the addition is under 200 square feet, these standards will not come into play at all. If the addition is over 200 square feet, the standards would need to be met only on the portion of the home that is being improved. If the property is not in conformance with the impervious coverage limit of 40%, they would still be allowed to do an addition to their home, as long as they do not increase the existing impervious surface coverage on the lot.

**7. Will these proposed standards prohibit certain types of architecture in Prairie Village?**

The proposed standards do not regulate architectural style, and all types of architecture would still be allowed to be built in Prairie Village under these standards. The Neighborhood Design Committee was cognizant that there are many different types of architecture throughout the City. The committee looked at several different types of houses to ensure that the proposed standards would still allow all types of homes. Instead of regulating architectural style, what these proposed standards would do is add design requirements that will break up large wall planes, limit the size of garages, and ensure greenspace is adequately preserved to create a better relationship with the streetscape and the look/feel of the neighborhood.

**8. Will the impervious surface coverage limit prohibit residents from widening their driveway, putting in a pool, or adding a patio to their backyard?**

If the resident is only adding impervious coverage and not adding to their building footprint, they would not be required to comply with these proposed standards. They would need to get a drainage permit and building permit (if applicable), but they would not be required to meet any of the proposed standards since they aren’t adding more than 200 square feet, building a new structure, or changing the front elevation/roof line. The exception to this would be any home that previously had to comply with the neighborhood design standards. For example, if a new structure is built after the proposed standards are in effect, they must keep their impervious surface coverage at 40% indefinitely and would not be permitted to add additional impervious surface down the road if it would cause them to exceed the 40% limit.

**9. Will drainage studies still be required to be completed before a drainage permit is issued on teardowns/rebuilds if the proposed standards are adopted?**

Yes; drainage studies will still be required to be submitted on all teardown/rebuild projects before a drainage permit will be issued.

**10. When would the proposed standards go into effect?**

The Planning Commission recommended that the proposed standards go into effect 4 months after City Council approval, which would be February 1, 2019 if the proposed standards are approved by the City Council on October 1.

**11. Is there any flexibility to the proposed standards, or would a variance be required to deviate from the standards?**

There is an exception process built into the proposed standards that would allow a project to deviate from the design standards if they can meet certain criteria. In order to apply for an exception, a site plan application would need to be submitted to the Planning Commission for review. The application fee for a residential site plan review is \$100. In order to be granted an exception, the Planning Commission would need to find that the applicant meets the following criteria:

- An exception dealing with the placement of the building is consistent with sound planning, urban design, and engineering practices when considering the site and its context with the neighborhood.
- The exception can only apply to the design standards and cannot be granted to allow something that is specifically prohibited in other regulations.
- The placement and orientation of the main structure, accessory structures, garages, and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and surrounding lots.
- An exception that affects the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building.
- The requested exception improves the quality design of the building and site beyond what could be achieved by meeting the standards
- The exception will equally or better serve the design objectives stated in Section 19.06.025 A and the intent stated for the particular standard being altered.

**12. How much does it cost to plant a street tree under these proposed standards?**

The City's landscape architect with Gould Evans determined that a 2.5 inch caliper tree from the City's approved list of trees would cost no more than \$250. To have the tree professionally installed, it could cost up to an additional \$250, and this cost would include delivery, installation, and a one-year warranty, which would bring the maximum total cost for a 2.5 inch caliper tree from the City's list of approved right-of-way trees to \$500. Our landscape architect added, anecdotally, that he serves on the board of his HOA, who recently purchased 8 street trees. The total cost to purchase the tree plus delivery, installation, and a one-year warranty was \$280 to \$305 per tree, depending on the type of tree. Only lots where an existing tree does not exist would need to have a tree planted. Existing trees would count towards this requirement and an additional tree would not be required to be planted.



# Neighborhood Design





## Stakeholder Committee

- Stakeholder Meetings (8 meetings) (November - March)
- Planning Commission Update (April 3)
- Council Update (April 16)
- Stakeholder Committee Review / Revisions (April 19)
- Council Update (June 4)
- Public Open Houses (July 9, July 11 & July 17)
- Council Discussion (August 6)
- Planning Commission Discussion (August 7)
- PC Recommendations, Public Hearing (September 11)
- City Council Decision (tonight)

PROCESS

## 2014 - 2016

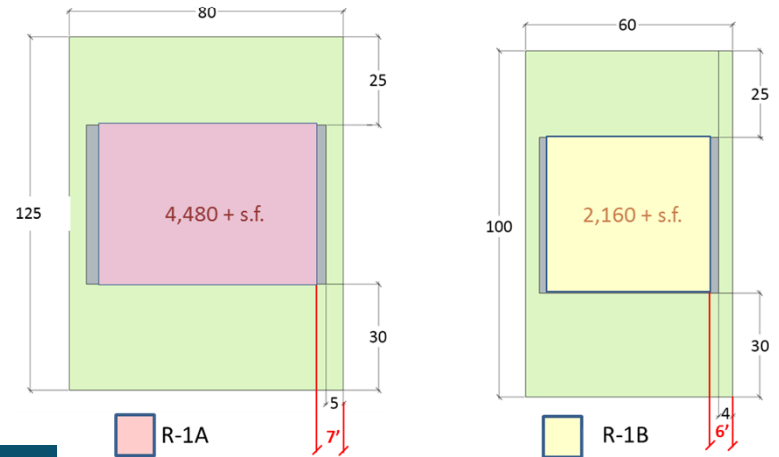
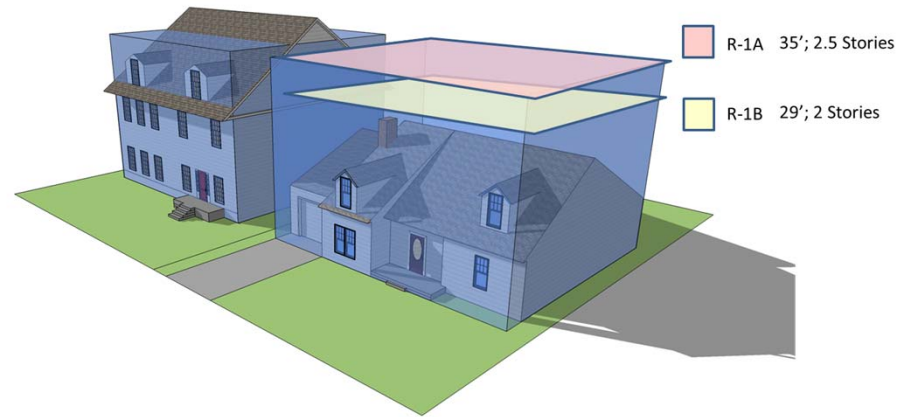
- Monitor teardowns and Neighborhood Association processes
  - Developer / Designer Stakeholder meetings (2)
  - Drafting Committee meetings (5)
  - Public Open House (3)
  - Council Work Session (1)
  - Adoption meetings (2)
- 
- Revised side setbacks
  - Adjusted height and height interpretation
  - Amended first-floor elevation interpretation
  - Design standards NOT adopted

BACKGROUND / PREVIOUS EFFORT



# 2016 Changes

- Changed height limit from “mean of pitched roof” to top of structure.
- Reduced R-1B height from 35’ to 29’
- Increased side setback
  - 4’ to 6’ in R-1B
  - 5’ to 7’ in R-1A
  - Plus 20% of lot width in both districts
- Revised floor elevation limits from based on previous floor to based on 6” to 24” above grade



## BACKGROUND / PREVIOUS EFFORT

### Basic Scale and Mass – Heights / Setbacks

- Zoning – Heights and Setbacks
- First-floor elevation
- Second story limits / half-story

### Basic Scale and Mass – Volume / Massing

- Limit footprints [30% max]
- Break up larger wall planes
- Limit main mass; secondary mass or wings.
- Floor-area ratio
- Architectural massing elements
- Daylight planes

### Basic Scale and Mass – Relationship to Streetscape

- Limit driveways / impervious surface
- Limit garage location and extent
- Entrance features requirements
- Façade design – Windows requirements

### Streetscape

- Street tree requirements
- Landscape standards
- Curb-cut limits

### Building Pattern

- Setback / Build-to lines
- Rhythm – mass to voids

### Quality / Aesthetics

- Materials - primary and secondary
- Landscape standards
- Façade Design – details, ornamentation, proportions

### Architecture Style / Historic Character

- Pattern books / architectural style requirements
- Historic preservation and documentation.
- Demolition review

## NEIGHBORHOOD CHARACTER / PRIORITIES & STRATEGIES

### Basic Scale and Mass – Heights / Setbacks

- Zoning – Heights and Setbacks
- ?  First-floor elevation
- ⊗ Second story limits / half-story

### Basic Scale and Mass – Volume / Massing

- Limit footprints [30% max]
- ✓  Break up larger wall planes
- ⊗ Limit main mass; secondary mass or wings.
- ⊗ Floor-area ratio
- ⊗ Architectural massing elements
- ⊗ Daylight planes

### Basic Scale and Mass – Relationship to Streetscape

- ?  Limit driveways / impervious surface
- ✓  Limit garage location and extent
- ⊗ Entrance features requirements
- ✓  Façade design – Windows requirements

### Streetscape

- ✓  Street tree requirements
- ✓  Landscape standards
- ?  Curb-cut limits

### Building Pattern

- ⊗ Setback / Build-to lines
- ⊗ Rhythm – mass to voids

### Quality / Aesthetics

- ⊗ Materials - primary and secondary
- ⊗ Landscape standards
- ⊗ Façade Design – details, ornamentation, proportions

### Architecture Style / Historic Character

- ⊗ Pattern books / architectural style requirements
- ⊗ Historic preservation and documentation.
- ⊗ Demolition review

## NEIGHBORHOOD CHARACTER / PRIORITIES & STRATEGIES

- ❑ Street tree requirements
- ❑ Minimum frontage greenspace
- ❑ Require minimum % of windows and doors
- ❑ Break up massing on larger wall planes
- ❑ Limit the extent, projection and massing of garages on front elevation
- ❑ Add total lot impervious surface limit
- ❑ Clarify / revise standards for accessory structures
- ❑ Refine / limit current standards on setback encroachments
- ❑ Create non-variance process and criteria to “design standards.”
- ❑ Require notice to neighbors for tear downs or new structures

## RECOMMENDED STRATEGIES





Approval, with the following changes:

- ❑ Change the total lot impervious surface standards from 35% to 40%
- ❑ Change the garage door height limit from 8' to 8' 2"
- ❑ Change the street tree requirement to remove the "in order of priority" language on location, and allow the tree to be planted in the ROW where space allows or anywhere within 15' of the front lot line.
- ❑ Change the effective date from January 1, 2019 to 4 months after City Council approval.
- ❑ Change the word "façade" to "elevation in the Design Standards (19.06.025 D.1 and 19.08.025 D.1) to be more clear on the measurement
- ❑ Change the word "behind" to "at the rear of" for accessory buildings (19.06.020.A.1 and 19.08.020.A.1) to be more clear on flexible locations

PLANNING COMMISSION RECOMMENDATION

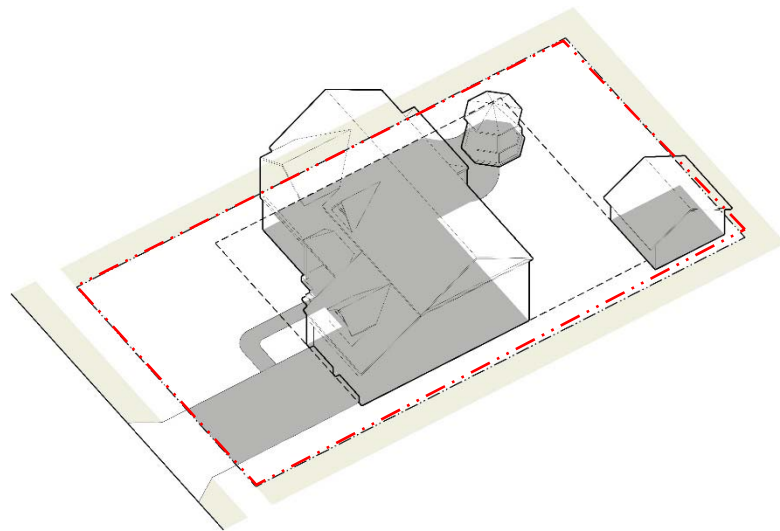
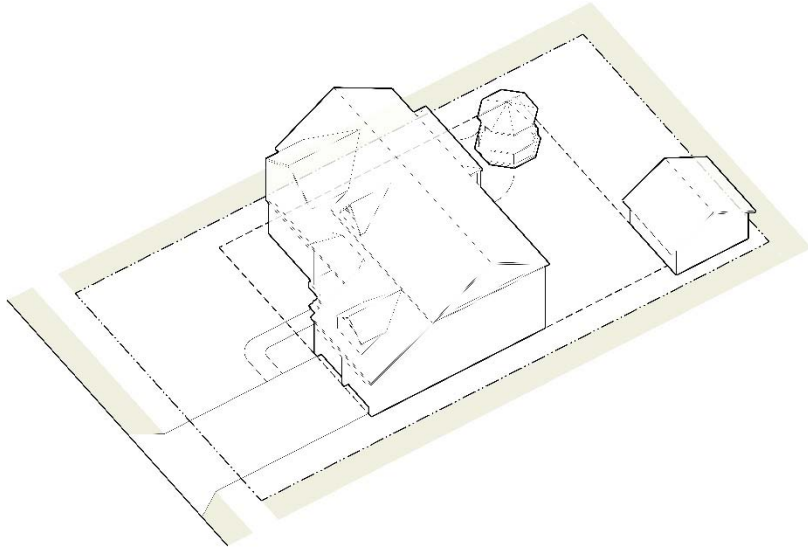


19.06 A Development Standards		
R-1b		
<b>Lot:</b>		
Width	60' minimum	
Depth	100' minimum	
Building Coverage	30% of lot, maximum	
Impervious Surface Coverage	40% of lot, maximum	
<b>Building Setbacks:</b>		
Front	30' minimum	
Side	6' minimum each side; 20% of lot width minimum between both sides; and at least 12' between adjacent buildings	
Street Side	15' minimum, or at least 50% of the depth of the front yard of any adjacent lot facing the same street, whichever is greater.	
Rear	25' minimum	
<b>Height:</b>		
Height	29' maximum, measured from the top of foundation to the highest point of the roof structure.	
Story Limit	2.0 stories	

- ❑ Reformat all “development standards” into a simple table
- ❑ Change “lot coverage” to “building coverage” but maintain 30% limit
- ❑ Add total lot impervious surface limit of 40%
- ❑ Note: impervious surface limit allowed “exception process” (rather than variance)
- ❑ Include accessory buildings all in one place, with recent interpretations clarified and slightly greater allowance for larger lots and institutional uses
- ❑ Clarifications on common setback encroachments
  - Bay windows and cantilevers
  - Window wells
  - Porches, but not car ports

## DEVELOPMENT STANDARDS



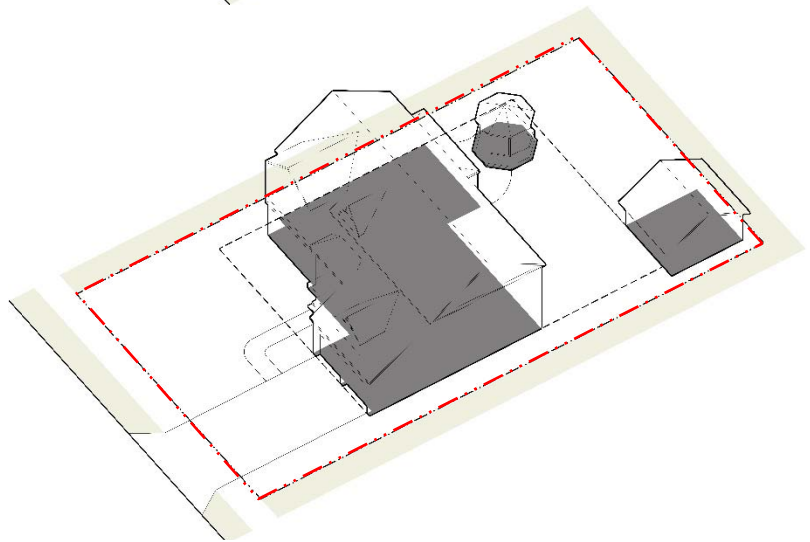
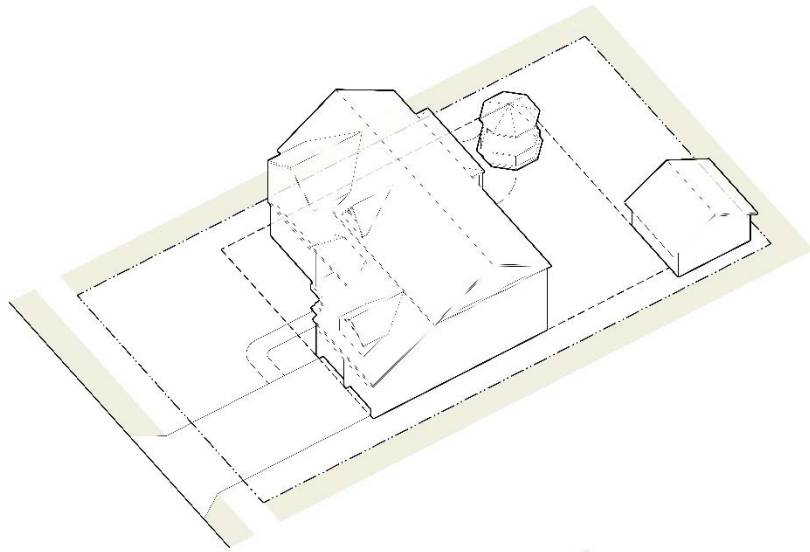


Maximum 40% **impervious surface** coverage on total lot.

Exception for lots 10,000 s.f. or less for up to 300 s.f. for deck or patio.

Proposed Development Standard

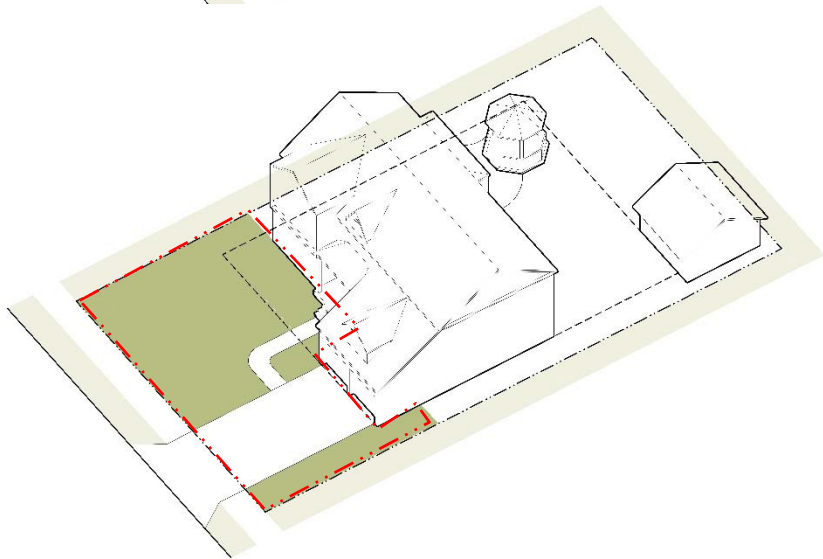
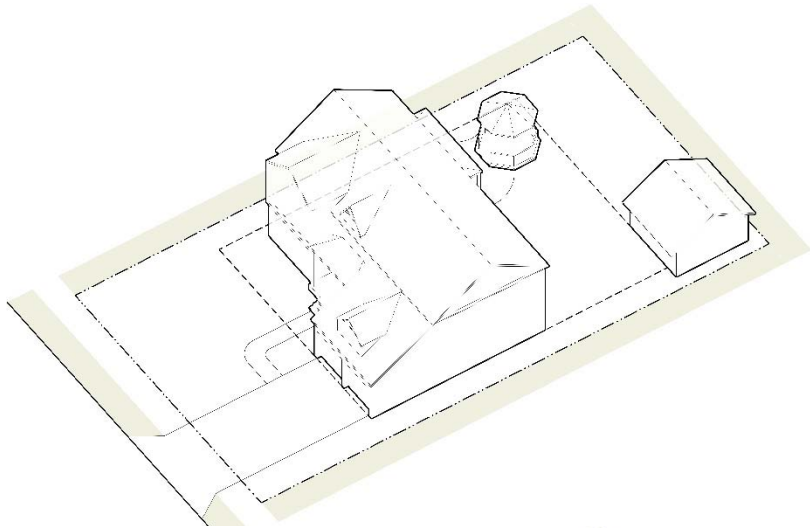
**Drainage objective**



Maximum 30% **building coverage** on total lot.

Existing Development Standard

**Massing and lot proportion objective**

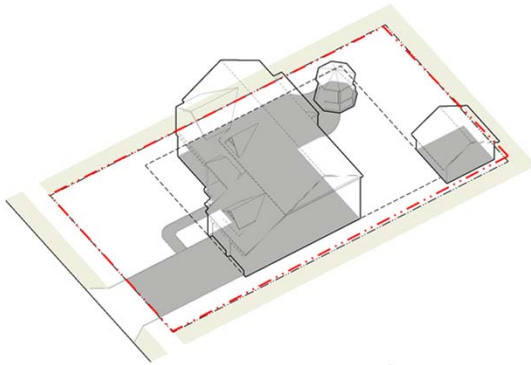


Minimum 60% **greenspace** in front of front building line.

Exception to 50% for narrower lots on arterial or collector

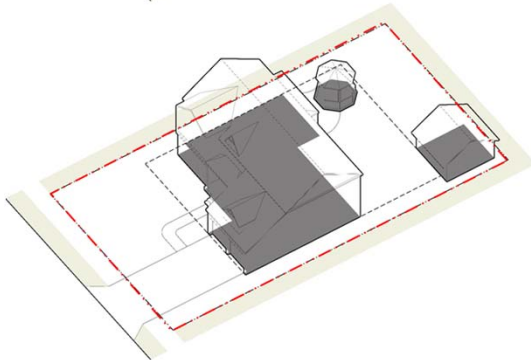
Proposed Neighborhood Design Standard

**Streetscape aesthetics objective**



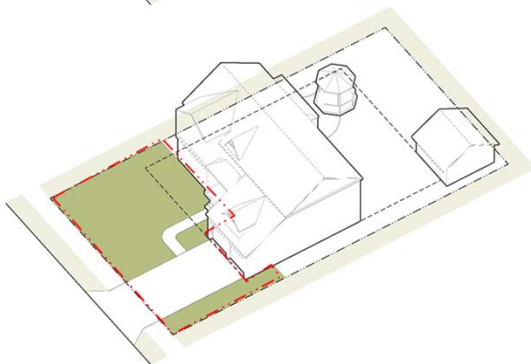
Maximum 40% impervious surface coverage on total lot. (proposed)

Drainage objective



Maximum 30% building coverage on total lot. (existing)

Massing and lot proportion objective



Minimum 60% frontage greenspace in in front of front building line. (proposed)

Streetscape aesthetics objective



- ❑ Street trees
- ❑ Frontage greenspace
- ❑ Minimum windows and doors %
- ❑ Limit larger wall planes
- ❑ Front-loaded garage limits
  - extent of façade
  - amount of projection
  - massing of wall
- ❑ Exception process and criteria
- ❑ Required notice

## NEIGHBORHOOD DESIGN STANDARDS





- ❑ Any new structure
- ❑ Addition of more than 200 square feet of building footprint
- ❑ Construction activity that alters the form or massing of the front elevation or roof structure.
- ❑ Not applicable to non-conformances that aren't subject to construction activity (i.e. existing wall planes, existing driveways) - except street trees.

## APPLICABILITY



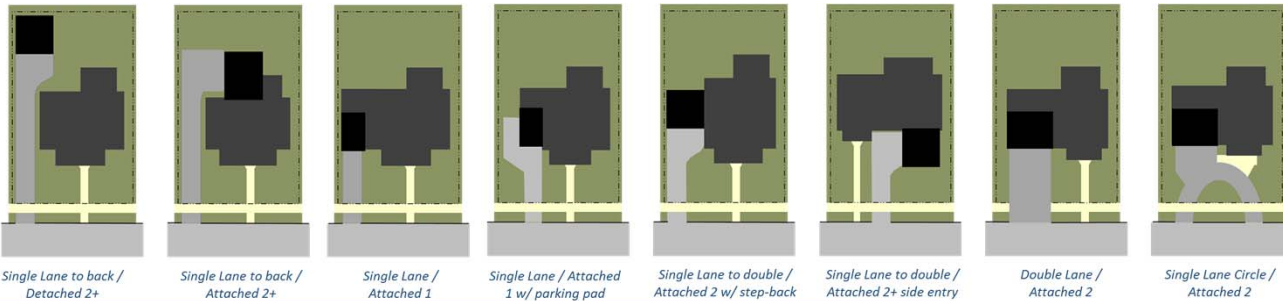
## STREET TREES

- ❑ Require street trees where they don't exist
  - 1 per lot
  - 1 per 50' for large lots
- ❑ Location in ROW where space allows
- ❑ Options up to 15' of the lot line at property owners option
- ❑ Credits for existing trees, or other significant trees in the frontage.





- ❑ 60% between front building line and front lot line
- ❑ Permeable - planted with vegetation.
- ❑ Exception - 50% on narrower lots with access to collector or arterials



## FRONTAGE GREENSPACE



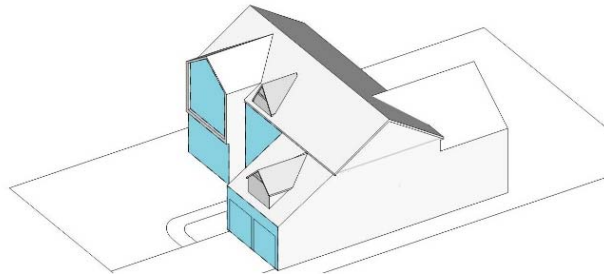


- ❑ 15% front and street-facing side
- ❑ 8% interior side
- ❑ 15% rear
- ❑ Trim and ornamentation associated with openings can count for up to 3%

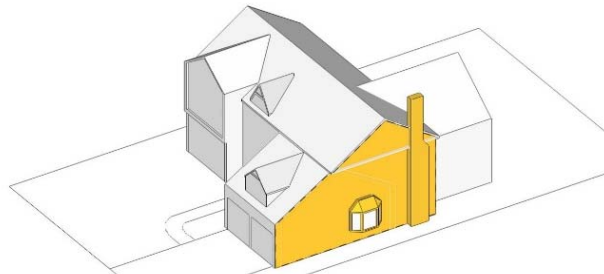


## WINDOWS AND DOORS

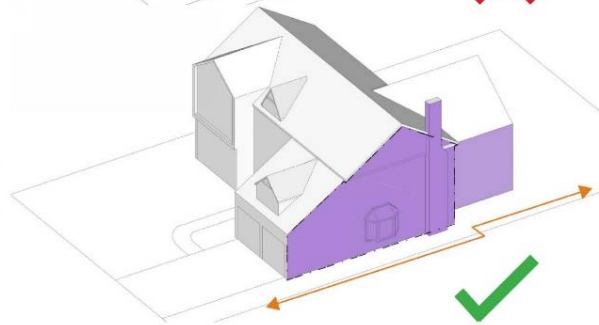
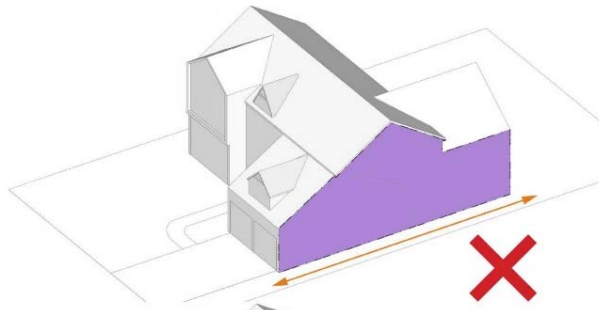
## Wall Plane - Proposed Standards



500 square-feet: No break up



501-800 square-feet: Off-sets or projections on at least 20%



Greater than 800 square-feet: 4' additional setback

### Wall Plane & Side Setbacks

- 500 s.f. or less = basic setback
- 501 s.f. to 800 s.f. = break up massing with
  - Projecting bays, windows, ornamental offsets - 1.5' min.
  - Step backs or cantilevers - 2' min
- 801 s.f. or more = 4' additional setback

WALL PLANE LIMITS



### *Wall Plane & Side Setbacks*

- 500 s.f. or less = basic setback
- 501 s.f. to 800 s.f. = break up massing with
  - Projecting bays, windows, ornamental offsets - 1.5' min.
  - Step backs or cantilevers - 2' min
- 801 s.f. or more = 4' additional setback

### *Windows and Entrances*

- 15% Front, rear, and street-facing sides
- 8% Sides (interior)

WALL PLANE LIMITS





## WALL PLANE LIMITS

### *Wall Plane & Side Setbacks*

- 500 s.f. or less = basic setback
- 501 s.f. to 800 s.f. = break up massing with
  - Projecting bays, windows, ornamental offsets - 1.5' min.
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### *Windows and Entrances*

- 15% Front, rear, and street-facing sides
- 8% Sides (interior)



## WALL PLANE LIMITS

### Wall Plane & Side Setbacks

- 500 s.f. or less = basic setback
- ?  501 s.f. to 800 s.f. = break up massing with
  - Projecting bays, windows, ornamental offsets - 1.5' min.
  - Step backs or cantilevers - 2' min
- 801 s.f. or more = 4' additional setback

### Windows and Entrances

- 15% Front, rear, and street-facing sides
  - 8% Sides (interior)
- ?  May require projections or setbacks to break up mass of façade between 500 - 800 square feet (approx. 500 -600)
- May require additional window or architectural details to get to 8% of elevation





## WALL PLANE LIMITS

### Wall Plane & Side Setbacks

- 500 s.f. or less = basic setback
- ?  501 s.f. to 800 s.f. = break up massing with
  - Projecting bays, windows, ornamental offsets - 1.5' min.
  - Step backs or cantilevers - 2' min
- 801 s.f. or more = 4' additional setback

### Windows and Entrances

- 15% Front, rear, and street-facing sides
  - 8% Sides (interior)
- ?  May require projections or setbacks to break up mass of façade between 500 - 800 square feet (approx. 600 -700)



## GARAGE PLACEMENT & EXTENT

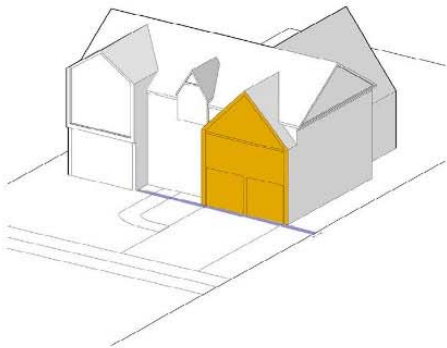
- ❑ Max. 40% of front elevation or 24', whichever is greater
- ❑ Massing / projection limits:
  - 500 s.f. if flush or set back from front building line
  - 360 s.f. up to 4' in front of front building line
  - 216 s.f. (plus dormers) 4' to 12' in front, with front entry feature requirement.
  - More than 12' only if side-entry and limited to 360 s.f. massing.
- ❑ Limit 2 forward-facing doors in R-1B



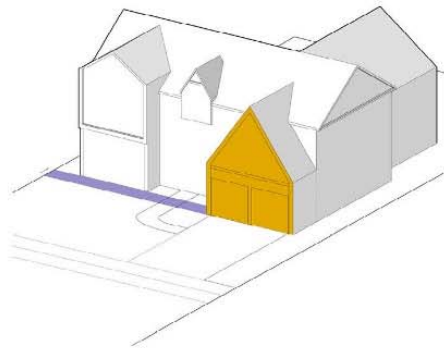
### Garage Door Limits – Proposed Standards

- 40% of total elevation (width), or 24', whichever is greater
- 9' (w) x 8'2" (h) single bays; 18' (w) x 8'2" (h) double bays
- If more than 2 bays provided (R-1A), additional bay(s) shall be off-set by 2' minimum

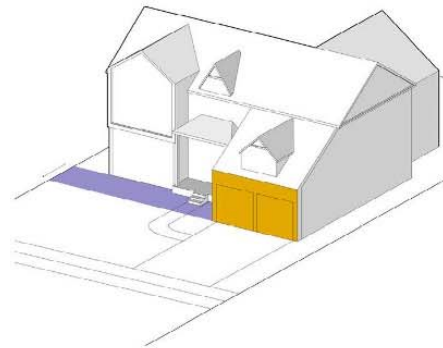
### Garage Placement – Proposed Standards



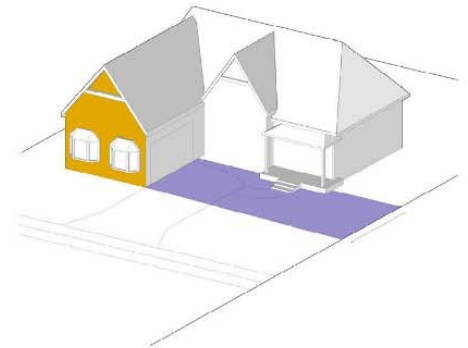
**Set back from, or flush with, building face:**  
500 square feet



**Up to 4 feet in front of building face:**  
360 square feet



**4 - 12 feet in front of building face:**  
216 square feet, plus dormers and entry feature (garage may not be more than 4 feet in front of the entry feature)



**Greater than 12 feet in front of building face:**  
500 square feet, side-facing





- ✓  Max. 40% of front elevation or 24', whichever is greater
- Massing / projection limits:
  - 500 s.f. if flush or set back from front building line
  - 360 s.f. up to 4' in front of front building line
  - ✓  216 s.f. (plus dormers) 4' to 12' in front, with front entry feature requirement.
  - More than 12' only if side-entry and limited to 360 s.f. massing.
- ✓  Limit 2 forward-facing doors

## GARAGE PLACEMENT & EXTENT



## GARAGE PLACEMENT & EXTENT

- ✓ Max. 40% of front elevation or 24', whichever is greater
- Massing / projection limits:
  - 500 s.f. if flush or set back from front building line
  - 360 s.f. up to 4' in front of front building line
  - 216 s.f. (plus dormers) 4' to 12' in front, with front entry feature requirement.
- ✓ More than 12' only if side-entry and limited to 360 s.f. massing.
- ✓ Limit 2 forward-facing doors - 4-car, side facing



## GARAGE PLACEMENT & EXTENT

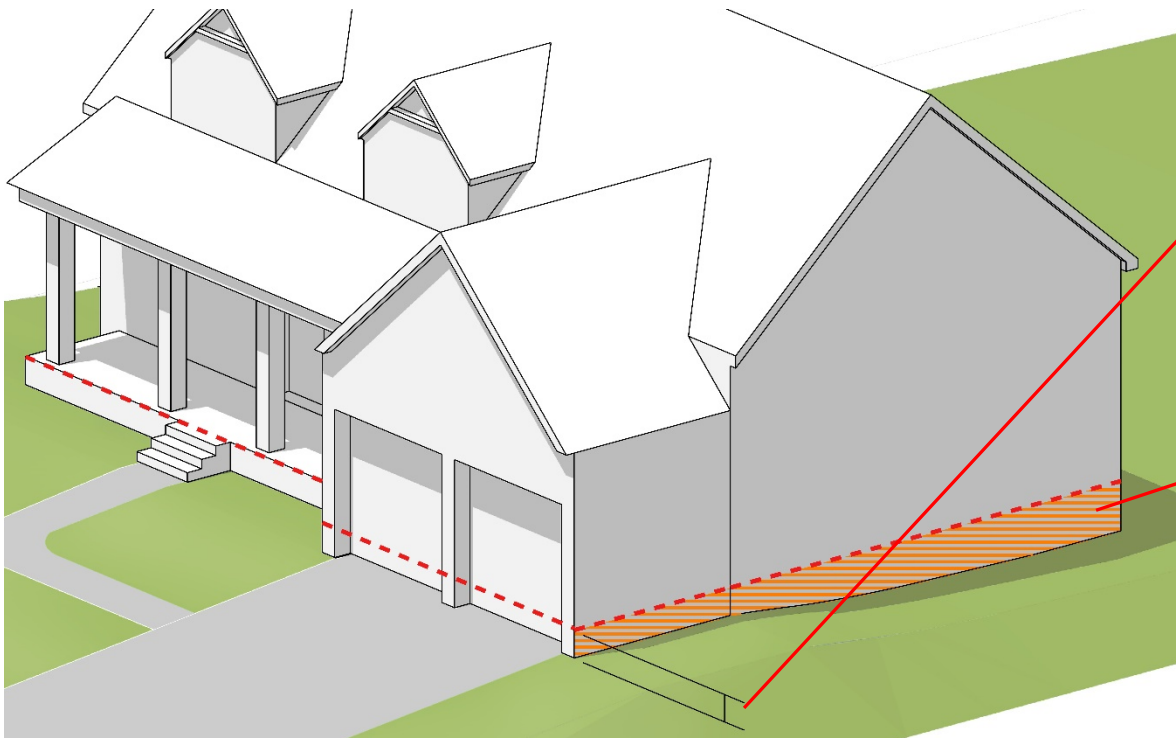
- ✓ Max. 40% of front elevation or 24', whichever is greater
- Massing / projection limits:
  - 500 s.f. if flush or set back from front building line
  - 360 s.f. up to 4' in front of front building line
  - ✗ 216 s.f. (plus dormers) 4' to 12' in front, with front entry feature requirement.
  - More than 12' only if side-entry and limited to 360 s.f. massing.
- ✓ Limit 2 forward-facing doors
  
- ✗ Prominent gable limited to 216 s.f. by offset of upper gable or dormer (see previous 2 examples) or brought back w/in 4' of main building





## GARAGE PLACEMENT & EXTENT

- ✓ Max. 40% of front elevation or 24', whichever is greater
- Massing / projection limits:
  - 500 s.f. if flush or set back from front building line
  - 360 s.f. up to 4' in front of front building line
  - ✗ 216 s.f. (plus dormers) 4' to 12' in front, with front entry feature requirement w/in 4'.
  - More than 12' only if side-entry and limited to 360 s.f. massing.
- ✓ Limit 2 forward-facing doors
- ✗ Entry feature needs to project w/in 4' of garage;
- ✗ Prominent gable limited to 216 s.f. by offset of upper gable or dormer or brought back w/in 4' of main building



6" - 24" maximum above finished grade; but no higher than 12" above previous foundation

Exception of up to 36" if setback 5' for each additional 6"

No more than 24" exposed without extending siding or covering with decorative material

All others require exception based on Planning Commission review

## GRADE & FOUNDATION

- Reformatting Development Standards (setbacks, height, lot sizes).
  - Generally no substantive changes; Renamed “lot coverage” as “building coverage”
  - Added impervious surface limit for certain projects; was “green space” in working draft
  - Consolidate and clarify interpretations on setback and height exceptions (related to proposed design standards)
- Relocate related standards.
  - Accessory buildings (revised based on PC interpretation; additional flexibility for larger lots and institutional uses)
  - Garages (detached and attached on corner lots)
- Added design standards.
  - Frontage landscape/streetscape (street trees and greenspace)
  - Building massing (wall planes and windows/doors)
  - Garage location and extent
  - Revised foundation height
- Added exception process and criteria.
- Added notice requirement for tear downs and new structures.

## SUMMARY OF CHANGES

## Options

- Approve the Planning Commission recommendation
- Override the Planning Commission recommendation with a 2/3 majority
- Return the recommendation to the Planning Commission with specific direction on what to reconsider.

CITY COUNCIL ACTION

# Proposed Amendments to Residential Zoning

## Final Draft – Revised 09/18/2018

**Drafting Notes:** The 09/18/2018 draft reflects the following changes from the 7/25/18 and 8/29/2018 draft based on direction from the City Council and Planning Commission on 08/06/2018 and 08/07/2018, as well as Planning Commission amendments during the public hearing on 09/11/2018.

- **Garages.** Restoring the committees original recommendation to prohibit 3 forward-facing garages, but only in R-1B zoning *[note: due to the 40% limit in place throughout the draft, this will only impact any R-1B lots that are 80 to 85' wide or larger, since those are the only ones that could fit the third car garages under the 40% rule].* **Amendment from PC public hearing: changed the allowable garage height to 8 feet, 2 inches instead of 8 feet, to match ADA requirements.**
- **Street trees.** Any needed adjustments to street tree requirements to clarify applicability, coordination / credits for existing trees, any timing or implementation standards, and/or any potential conflicts with the city-wide Bike/Ped plan. *[note: no adjustments were deemed necessary; after further review of these issues, staff felt they were adequately addressed in the proposed draft, and/or technical or administrative issues that are worked out in future specific projects. Other necessary adjustments discussed by the City Council and planning commission regarding protection of trees or penalties for damaging trees are appropriate for a broader city-wide ordinance in the City Code, and involves topics not typically addressed in a zoning ordinance. An easy fix is to review and adjust the fine for damaging any street tree, whether associated with development subject to these proposed changes or otherwise.]* **Amendment from PC public hearing: removed the wording “and in order of priority” from Section C.1 (d) from the neighborhood design standards as it relates to street trees and changed Section C.1, subsection D (3) to read “within the first 15 feet” instead of “within the first 5 feet.”**
- **Foundation Height / Grade.** Adjusting the grade, foundation and first-floor elevation standards in [19.06.025 / 19.08.025]E. Building Foundations, to account for consideration of previous foundation heights and maximum finished grades, without PC review or exceptions.
- **Greenspace.** Re-locating the total lot greenspace standards with all lot development standards, re-characterizing it as “impervious surface coverage limits” and emphasizing it as a stormwater issue rather than neighborhood design issue. **Amendment from PC public hearing: increased the impervious coverage limit from 35% to 40%.**
- **Neighborhood Meeting.** Change the neighborhood meeting requirement to notice to be issued to neighbors on forms provided by the City.
- **Effective date.** **Amendment from PC public hearing: changed effective date from January 1, 2019 to February 1, 2019 based on amendment to change the effective date to 4 months following City Council approval.**



- Accessory buildings. **Amendment from PC public hearing: changed the word “behind” to “at the rear of” in section 19.06.020 A.1., and 19.08.020 A.1.**
- Building massing. **Amendment from PC public hearing: changed all of the “facades” to “elevation” in Section D.1. of the neighborhood design standards.**

*[Reformat the current development standards of R-1A and R-1B into a simpler format **with no substantive change**; incorporate lot coverage standards from 19.44.035 here and omit from current location; add the impervious surface limits here (was “greenspace”)]*

**[19.06.015 / 19.08.015] Development Standards.**

A. **General Standards.** In District [R-1a/ R-1b], the following lot and building development standards apply to buildings and structures. For general exceptions, see Chapter 19.44, Height and Area Exceptions. Except for impervious coverage standards identified in sub-section B., any other deviation from these standards shall only be permitted by variances subject to the procedures and criteria of Chapter 19.54.

Table 19.06/19.08 A - Development Standards		
	[R-1a]	[R-1b]
<b>Lot:</b>		
Width	80' minimum	60' minimum
Depth	125' minimum	100' minimum
Building Coverage	30% of lot, maximum	30% of lot, maximum
Impervious Surface Coverage	40% of lot, maximum	40% of lot, maximum
<b>Building Setbacks:</b>		
Front	30' minimum	30' minimum
Side	7' minimum each side; 20% of lot width minimum between both sides; and at least 14' between adjacent buildings	6' minimum each side; 20% of lot width minimum between both sides; and at least 12 between adjacent buildings
Street Side	15' minimum, or at least 50% of the depth of the front yard of any adjacent lot facing the same street, whichever is greater.	15' minimum, or at least 50% of the depth of the front yard of any adjacent lot facing the same street, whichever is greater.
Rear	25' minimum	25' minimum
<b>Height</b>		
Height	35' maximum, measured from the top of foundation to the highest point of the roof structure.	29' maximum, measured from the top of foundation to the highest point of the roof structure
Story Limit	2.5 stories	2 stories

B. **Lot Impervious Coverage Applicability and Exceptions.**

1. *Applicability.* The total lot impervious surface coverage standard shall only apply to the following situations:

- a. any new residential structure on a vacant lot;
  - b. a tear down of an existing residential structure and rebuild of a new residential structure.
  - c. any remodel of an existing residential structure that adds more than 200 square feet to the existing footprint or tears down more than 10% of the existing structure associated with new construction; and
  - d. any future development activity on any lot that has been subject to this standard according to a., b., or c.
2. *Exceptions.*
- a. Any lot 10,000 square feet or less may have an unenclosed and uncovered deck or patio encroach up to 300 square feet that does not count to the impervious coverage standard.
  - b. The Planning Commission may grant exceptions to the total lot impervious coverage standard based on the process and criteria in [19.06.025 / 19.08.025]F. and provided a drainage study has been approved by Public Works.

**[19.06.020 / 19.08.020] Accessory Buildings and Structures**

*[a collection of existing standards in various other sections, located here for better formatting, organization and interpretation. Some modifications made to clear up current issues and conflicts. 19.44.020.E; 19.34.020.A; 19.34.020.E.]*

- A. **Residential Uses.** All lots used for residential buildings may have the following accessory buildings.
- 1. One minor accessory storage building not exceeding 120 square feet for lots under 10,000 square feet, 200 square feet for lots over 10,000 square feet and no taller than 10 feet high. The building shall be setback at least 3 feet from the side and rear lot line, and located at the rear of the principal building.
  - 2. One major accessory building not exceeding 576 square feet and subject to the following design standards:
    - a. The height shall be no more than 20 feet, or no taller than the principal structure, whichever is less.
    - b. The building shall be designed compatible with the principal structure, including materials, windows and doors, roof form and pitch, and architectural style and details.
    - c. The building shall be setback at least 60 feet from the front lot line, and at least 20 feet from any street side lot line.
    - d. The building shall be setback at least 3 feet from the side and rear property line, except that any portion of the structure above 10 feet shall be set back a distance of at least 1/3 the height. For a pitched roof structure, portions of the structure may be up to 3 feet from the property, provided they are under 10 feet high; however, any portion between 10 feet and 20 feet must be stepped back at least 1/3 the height.
- B. **Non-residential Uses.** Non-residential uses permitted in residential districts shall be allowed one accessory building for each 1 acre of lot area, up to a maximum of three structures. These buildings shall be limited to 300 square feet and 16 feet tall, provided they meet all principal building setbacks and are not visible or are screened from the right

of way by landscape. All other buildings shall be considered principal buildings and designed and approved subject to principal building standards, or as otherwise permitted through Special Use Permits according to Chapter 19.28.

- C. **Building Coverage.** All accessory buildings and structures over 30 inches high shall count towards the overall 30% building coverage limit.

*[Add the following new section to R-1A and R-1B (as 19.06.025 and 19.08.025 respectively)]*

**[19.06.025 / 19.08.025] Neighborhood Design Standards.**

- A. **Design Objectives.** The design objectives of the Neighborhood Design Standards are to:
1. Maintain and enhance the unique character of Prairie Village neighborhoods.
  2. Promote building and site design that enhances neighborhood streetscapes.
  3. Reinforce the existing scale and patterns of buildings in neighborhoods for new construction.
  4. Manage the relationship of adjacent buildings and promote compatible transitions.
  5. Enhance the quality, aesthetic character and visual interest within neighborhoods by breaking down larger masses and incorporating human scale details and ornamentation.
  6. Locate and orient buildings to maintain the existing grade of the street, block, and lot frontages, and design them in a manner that reduces the perceived massing from the streetscape and abutting lots.
- B. **Applicability.** These Neighborhood Design Standards shall be applicable to the following situations:
1. Any new residential structure.
  2. Construction activity that adds more than 200 square feet of building footprint to an existing residential structure.
  3. Construction activity that alters the form or massing of the front elevation or roof of a residential structure.
  4. Any future development activity of any scale on property that has been subject to paragraphs 1., 2, or 3. above.
- With the exception of the street tree standards, the neighborhood design standards shall only apply to the extent of the proposed construction activity, and any portion of a building or site that does not conform to these standards but is existing and not part of the application may remain.
- C. **Landscape and Frontage Design.** The following landscape and frontage design standards promote the character and quality of streetscapes, improve the relationship of lots and buildings to the streetscape, and provide natural elements and green space to compliment development.
1. **Street Trees.** All lots shall have at least one street tree. Lots with over 80 feet of street frontage shall have at least one tree per 50 feet to maintain an average spacing between 30 and 50 feet along the streetscape.

- a. Existing trees in the right of way or within the first 20 feet of the front lot line may count to this requirement provided the tree is healthy, and is protected from any damage during construction activity.
  - b. Street trees shall be selected from the latest version of *Great Trees for the Kansas City Region*, large street tree list, or other list officially adopted by the Tree Board.
  - c. Street trees shall be at least 2.5-inch caliper at planting.
  - d. Street trees shall be located in line with other trees along the block to create a rhythm along the streetscape and enclosure of the tree canopy. In the absence of a clearly established line along the block, the following locations, where applicable:
    - (1) On center between the sidewalk and curb where at least 6 feet of landscape area exists;
    - (2) 4 feet to 8 feet from the back of curb where no sidewalk exists; or
    - (3) Within the first 15 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
2. **Green Space.** Lots shall maintain at least 60% of the lot between the front building line and the front lot line as green space - permeable areas planted with trees, shrubs, vegetative ground cover, or ornamental plants.
- a. Exceptions. Any lot less than 70 feet wide and fronting on a collector or arterial street as designated in Section 13-203 of the City Code may reduce the frontage greenspace to 50% to allow for safe access and parking, provided the total lot impervious surface limit is maintained.
- D. **Building Massing.** The following massing standards breakdown the volume of the buildable area and height into smaller scale masses to improve the relationship of the building to the lot, to adjacent buildings and to the streetscape, and shall apply in addition to the basic setback and height standards.
1. **Windows and Entrances.** All elevations shall have window and door openings covering at least:
    - a. 15% on front elevation or any street facing side elevation; and
    - b. 8% on all other side elevations; and
    - c. 15% on all rear elevations.Any molding or architectural details integrated with the window or door opening may count for up to 3% of this percentage requirement.
  2. **Wall Planes:** Wall planes shall have varied massing by:
    - a. Wall planes over 500 square feet shall have architectural details that break the plane into distinct masses of at least 20% of the wall plane. Architectural details may include:

- (1) Projecting windows, bays or other ornamental architectural details with offsets of a minimum of 1.5 feet.
  - (2) Off-sets of the building mass such as step backs or cantilevers of at least 2 feet.
  - (3) Single-story front entry features such as stoops, porticos or porches.
  - (4) No projections shall exceed the setback encroachment limits of Section 19.44.020.
- b. No elevation along the side lot line shall be greater than 800 square feet without at least 4 feet additional setback on at least 25% of the elevation.
3. *Garage Limits.* The following garage door standards maintain a human scale for front facades, create a relationship between the façade and the streetscape, and limit the expression of the garage as the primary feature at the building frontage.
- a. Garage doors shall not exceed more than 9 feet wide for single bays, or 18 feet wide for double bays, and 8 feet, 2 inches high.
  - b. Garages expressed as a separate mass on the front elevation shall be limited based on the width of the front facade as follows:

<b>Table 19.06/19.08 B – Garage Mass Limits</b>	
<b>Front Facade Width</b>	<b>Maximum width of garage mass</b>
<i>Under 48'</i>	50% of elevation
<i>48' to 60'</i>	24'
<i>Over 60'</i>	40% of elevation

- c. Any lot or building configuration that permits more than two front garage entries shall require at least one of them to be off-set by at least 2 feet, or require side orientation of the garage entrances. [R-1a only]
- c. No more than 2 bays (2-single or 1 double door) shall be permitted on the front elevation. Any site or building configuration that permits three or more garage bays shall require side orientation or rear access for anything beyond 2 bays. [R-1b only]
- d. Front-loaded garage wall planes shall be limited based on its position in relation to the main mass as follows

<b>Table 19.06/19.08 C – Garage Placement Limits</b>	
<b>Placement in relation to main mass</b>	<b>Mass / wall plane limits</b>
<i>In front up to 4'</i>	Front wall plane for the garage mass shall be limited to 360 s.f. max.
<i>More than 4' but less than 12' in front</i>	Overall wall planes for the garage mass shall be limited to 360 s.f.; The wall planes with the garage door shall be limited to 216 s.f. max.; Any upper level gables, dormers or other wall planes shall cantilever or be offset at least 2' from the garage door plane; A front entry feature shall be established along at least 12' of the front elevation, and in front of or no more than 4' behind the garage entry.

12' or more in front	Prohibited, unless side oriented doors. Then, subject to a wall plane limit of no more than 360 square feet.
All others (flush or setback from the main mass)	Limited to same standards as main mass in Section D.2. (i.e. 500 s.f. max elevations)

- e. *[this is a current standard from 19.34.020.A. relocated here for better formatting and simplified for interpretation; existing 19.34.020.A should be removed.]* On corner lots, an attached garage constructed as an integral part of the principal structure may have a minimum rear setback of 18 feet, provided the driveway entrance is off the side street, the garage is setback at least 25 feet from the side lot line, and the footprint of the garage is no more than 576 square feet.

E. **Building Foundations.** *[this is the current standard in 19.44.030, to be relocated here for better formatting and interpretation; it has been amended as shown below to address concerns raised in the public open houses, City Council discussions, and Planning Commission discussions, and existing 19.44.030 would be deleted.]*

1. \_\_\_\_\_ New residential structures shall establish the top of foundation between 6 inches and 24 inches above the finished grade along the front facade. ~~The top of foundation measurement shall be limited to 6 inches above the highest point of the finished grade in situations where there is a significant grade change along the front facade (i.e. slope or hill) that results in more than 24 inches of foundation exposure at any point.~~
2. \_\_\_\_\_ ~~No new residential structure may be built with a top of foundation more than 12 inches higher than the top of foundation of a previous existing home, or the height allowed by sub-sections 1., whichever is less.~~
23. New residential structures or additions may raise the top of foundation an additional 6 inches for every additional 5 feet over the minimum side setback that the building sets back from both side property lines, up to 36 inches above the finished grade along the front facade.
- 4 \_\_\_\_\_ ~~Any elevation that has more than 24 inches of foundation exposed due to grade changes shall cover the foundation by extending the siding to within 24 inches of finished grade, or by covering the foundation with decorative materials such as stone or brick that compliments the principal materials of the building.~~
5. \_\_\_\_\_ New residential structures or additions not meeting paragraphs 1. ~~or 2 through 4.~~ above shall be submitted to the Planning Commission for review. The Planning Commission may grant an exception based on the following criteria:
  - a. The design of the building elevations, and, specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.
  - b. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation, and design is appropriate for the context.
  - c. Any special considerations of the lot with respect to existing grades, proposed appropriate grades and the drainage patterns in relation to adjacent properties and the proposed structure.

F. **Exceptions.** The Planning Commission may grant exceptions to the Neighborhood Design Standards in this section [19.06.025 / 19.08.025] through the site plan review process, based upon the following criteria:



1. The exception shall only apply to the design standards in this section, and not be granted to allow something that is specifically prohibited in other regulations;
2. Any exception dealing with the placement of the building is consistent with sound planning, urban design and engineering practices when considering the site and its context within the neighborhood.
3. The placement and orientation of the main mass, accessory elements, garages and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots.
4. Any exception affecting the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building.
5. The requested exception improves the quality design of the building and site beyond what could be achieved by meeting the standards – primarily considering the character and building styles of the neighborhood and surrounding properties, the integrity of the architectural style of the proposed building, and the relationship of the internal functions of the building to the site, streetscape and adjacent property.
6. The exception will equally or better serve the design objectives stated in Section [19.06.025 / 19.08.025] A and the intent stated for the particular standard being altered.

**[19.06.045 / 19.08.040] Parking Regulations. [no changes]**

**[19.06.050 / 19.08.045] Site Plan Approval and Public Notice. [no changes; except recommend requiring a Public Notice with any teardown and/or new structure to go over construction logistics and demonstrate standards will be met; although site plan approval by PC will still not be required unless going for exception in sub-section 025.F above.]**

- A. All new buildings or structures and proposed expansions and enlargements of more than ten percent of the existing floor area of existing buildings except single family dwellings, group homes and residential design manufactured homes shall prepare and submit a site plan in accordance with Chapter 19.32 Site Plan Approval prior to the issuance of a building permit.
- B. [new provision] Any teardown of an existing residential structure and any new principal residential structure on a vacant lot shall send notice to all property owners within 200 feet of the lot, excluding rights-of-way. Notice shall be sent by certified mail, return receipt requested, on a form provided by the City indicating the action requested, that plans are on file with the City for review, the contact information of the property owner, and the main contact for the proposed construction. The City shall not issue any permits until provided evidence that notice has been sent.
- C. If application is made for a building permit for a building or structure, which is not required to submit a site plan and whose architectural style or exterior materials in the opinion of the Building Official vary substantially from such style or materials which have been used in the neighborhood in which the building or structure is to be built, the plans and

supporting information for such building or structure shall be submitted to the Planning Commission for review and approval as to its compatibility with the surrounding neighborhood. This paragraph shall not apply to single-family dwellings, group homes and residential design manufactured homes.

## Associated Changes to Chapter 19.44 – Height and Area Exceptions

### 19.44.020 Yard Exceptions.

- A. In districts R-1a through R-4 inclusive, where at least 5 lots or lots comprising forty (40) percent or more of the frontage, whichever is greater, on the same side of a street between two intersecting streets (excluding reverse corner lots), are developed with buildings having front yards with a variation of not more than ten feet in depth, the average of such front yards shall establish the minimum front yard depth for the entire frontage; except that where a recorded plat has been filed showing a setback line which otherwise complies with the requirements of this title, yet is less than the established setback for the block as provided above, such setback line shall apply.
- B. Where an official line has been established for future widening or opening of a street upon which a lot abuts, then the depth or width of a yard shall be measured from such official line to the nearest wall of the building.
- C. In all use districts, portions of buildings may project into required yards as follows:
  1. BayChimneys, bay, bow, oriel, dormer or other projecting windows and stairway landings; other than full two or more story windows and landings may project into required yards not to exceed three (3) feet, provided they are limited to no more than 20% of the total building elevation;
  2. Miscellaneous architectural features, including balconies, eaves, cornices, sills, belt courses, spoutings, ~~chimneys~~, brackets, pilasters, grill work, trellises and similar projections for purely ornamental purposes may project into required yards not to exceed four (4) feet;
  3. Window wells ~~Any vestibule, not more than one (1) story in height,~~ may project into required yards ~~not more than three (3) up to four (4) feet~~;
  - Unenclosed porches, ported cocheres, marquees and canopies may project into required front or rear yards not to exceed twelve (12) feet, and on corner lots may project into required side yards on the side streets not to exceed ten (10) feet;
  4. Structures associated with the front entrance to the principal building, such as porches, stoops, canopies or porticos, may encroach up to 12 feet into the front setback, and up to 10 feet into any street side setback, provided:
    - a. Any roof structure shall be single story, establishing an eave line between 7 feet and 9 feet above the top of foundation, and no gable or other part of the structure shall exceed 14 feet.
    - b. The entry feature shall remain unenclosed on all sides encroaching into the setback, except for railings or walls up to 3 feet above the structures surface.
    - c. The entry feature shall be integrated with the design of the principal structure including materials, roof form and pitch, and architectural style and details.Provided that the



5. All projections permitted in Subdivisions 2, 3 and 4 above by this sub-section shall not project into required side yards a distance greater than one-half the required minimum width of side yard;
  4. There shall be no limitation on the projection of open (uncovered) porches, decks, terraces or patios into required yards;
- D. Open and uncovered porches, decks or patios less than 30 inches high may encroach into the required side or rear yards up to 3 feet from the property line, but are subject to the impervious surface coverage limits. If these structures are 30 inches high or more they shall meet all setback, building coverage, and greenspace lot impervious coverage requirements. An open fire escape may project into a required side yard not more than half the width of such yard, but not more than four feet from the building. Fire escapes, solid-floored balconies and enclosed outside stairways may project not more than four feet into a rear yard.
- E. In any district a detached garage or carport shall not exceed twenty-four feet or two stories in height, or in any case shall not be higher than the main building and the area shall not be more than twenty percent of the required rear yard.
- E. In R-1a and R-1b, when applying the development and design standards, the building official may determine corner lots be oriented as follows, based on any prevailing patterns of the adjacent lots and blocks:
1. Standard corner. The building orients to the same front as all other buildings along the same street and the front setback and design standards apply to this street. The expanded street side setback applies to the other street, the side and rear setbacks apply to the remaining sides.
  2. Reverse corner. The building orients to the short side of the block, different from other lots on the interior of the block, and the front setback and design standards applies to this street. The expanded side setback applies to the other street and the side and rear setbacks apply to the remaining sides.
  3. Intersection orientation. The building orients to both streets and the front setback and design standards apply to each street. The interior side setbacks apply to both abutting lot sides, and no rear yard setback applies.
- F. A through lot having one end abutting a limited access highway with no access permitted to that lot from said highway, shall be deemed to front upon the street which gives access to that lot.
- G. Accessibility to the rear portion of all lots in a district C-O to C-2 inclusive, for four-wheeled vehicles from and to a public street, alley or way shall be provided unless waived by the Planning Commission.

## 19.02 Definitions

*[the following definitions are added or changed to correspond with the above changes.]*

19.02.306-087 Lot-Building Coverage. “Lot-Building coverage” means that portion of a lot, which is covered by a structure or structures, excluding the first four (4) feet of projecting roof eaves and excluding open, unenclosed and uncovered decks or other structures 30 inches or less in height. (Ord. 2019, Sec. I, 2001; Ord. 2048, Sec. II, 2003)

19.02.287. Impervious Surface Coverage. “Impervious surface coverage” means that portion of the lot, which is covered by a structure, material, or other fixed physical element that does not allow the infiltration of ground water at the same rate of flow under natural conditions as

undisturbed property and cannot be planted with landscape materials. Impervious area includes but is not limited to building footprint, driveways, sidewalks, patios, decks, pools, and sheds.

19.02.436 Story Above Grade Plane. “Any story having its finish floor surface entirely above grade plane, except that a basement shall be considered a story where ~~the finished surface of the floor above the basement is:~~ 1. More than six feet above grade plane; or 2. More than 12 feet above the finished ground level at any point the foundation is exposed above grade on the front elevation to any extent not permitted by these standards or authorized exceptions.

**ORDINANCE NO. 2392**

**AN ORDINANCE AMENDING THE CITY OF PRAIRIE VILLAGE, KANSAS ZONING REGULATIONS BY ADDING NEIGHBORHOOD DESIGN STANDARDS FOR R-1A AND R-1B ZONING DISTRICTS, ADDRESSING BUILDING MASSING AND FRONTAGE DESIGN, REORGANIZING AND ADJUSTING DEVELOPMENT STANDARDS, ADDING IMPERVIOUS COVERAGE LIMITS, AND REVISING AND COORDINATING OTHER EXISTING STANDARDS RELATED TO ACCESSORY BUILDINGS, SETBACK, AND LOT EXCEPTIONS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:**

**Section I.**

Chapter 19.02 of the Prairie Village Municipal Code, entitled "Definitions" is hereby amended by adding new Section 19.02.087 "Building Coverage," adding new Section 19.02.287 "Impervious Surface Coverage," amending Section 19.02.306 "Lot Coverage," and amending 19.02.436 "Story Above Grade Plane," all to read as follows:

**19.02.087 Building Coverage**

"Building coverage" means that portion of a lot, which is covered by a structure or structures, excluding the first four (4) feet of projecting roof eaves and excluding open, unenclosed and uncovered decks or other structures 30 inches or less in height.

**19.02.287 Impervious Surface Coverage**

"Impervious surface coverage" means that portion of the lot, which is covered by a structure, material, or other fixed physical element that does not allow the infiltration of ground water at the same rate of flow under natural conditions as undisturbed property and cannot be planted with landscape materials. Impervious area includes but is not limited to building footprint, driveways, sidewalks, patios, decks, pools, and sheds.

**19.02.306 Lot Coverage**

"Lot coverage" shall have the same definition as "building coverage," as set forth in Section 19.02.087.

**19.02.436 Story Above Grade Plane**

Any story having its finish floor surface entirely above grade plane, except that a basement shall be considered a story where the foundation is exposed above grade on the front elevation to any extent not permitted by these standards or authorized exceptions.

**Section II.**

Chapter 19.06 of the Prairie Village Municipal Code, entitled "District R-1A Single Family Residential District," is hereby amended by deleting existing Sections 19.06.015, 19.06.020, 19.06.025, 19.06.030, 19.06.035, 19.06.040, and 19.06.041 and re-formatting these sections into a new Section 19.06.015 "Development Standards," adding new Section 19.06.020 "Accessory Buildings and Structures," adding new Section 19.06.025 "Neighborhood Design Standards", and amending Section 19.06.050 "Site Plan Approval", all to read as follows:

**19.06.015 Development Standards.**

- A. **General Standards.** In District R-1a, the following lot and building development standards apply to buildings and structures. For general exceptions, see Chapter 19.44, "Height and Area Exceptions." Except for impervious coverage standards identified in sub-section B., any other deviation from these standards shall only be permitted by variances subject to the procedures and criteria of Chapter 19.54.

Table 19.06 A - Development Standards		
R-1a		
<b>Lot:</b>		
Width		80' minimum
Depth		125' minimum
Building Coverage		30% of lot, maximum
Impervious Surface Coverage		40% of lot, maximum
<b>Building Setbacks:</b>		
Front		30' minimum
Side		7' minimum each side; 20% of lot width minimum between both sides; and at least 14' between adjacent buildings
Street Side		15' minimum, or at least 50% of the depth of the front yard of any adjacent lot facing the same street, whichever is greater.
Rear		25' minimum
<b>Height:</b>		
Height		35' maximum, measured from the top of foundation to the highest point of the roof structure.
Story Limit		2.5 stories

**B. Lot Impervious Coverage Applicability and Exceptions.**

1. *Applicability.* The total lot impervious surface coverage standard shall only apply to the following situations:
  - a. any new residential structure on a vacant lot;

- b. a tear down of an existing residential structure and rebuild of a new residential structure;
  - c. any remodel of an existing residential structure that adds more than 200 square feet to the existing footprint or tears down more than 10% of the existing structure associated with new construction; and
  - d. any future development activity on any lot that has been subject to this standard according to a., b., or c.
2. *Exceptions.*
- a. Any lot 10,000 square feet or less may have an unenclosed and uncovered deck or patio encroach up to 300 square feet that does not count to the impervious coverage standard.
  - b. The Planning Commission may grant exceptions to the total lot impervious coverage standard based on the process and criteria in 19.06.025, subsection F, and provided a drainage study has been approved by Public Works.

**19.06.020 Accessory Buildings and Structures**

- A. **Residential Uses.** All lots used for residential buildings may have the following accessory buildings.
- 1. One minor accessory storage building not exceeding 120 square feet for lots under 10,000 square feet, 200 square feet for lots over 10,000 square feet and no taller than 10 feet high. The building shall be setback at least 3 feet from the side and rear lot line, and located at the rear of the principal building.
  - 2. One major accessory building not exceeding 576 square feet and subject to the following design standards:
    - a. The height shall be no more than 20 feet, or no taller than the principal structure, whichever is less.
    - b. The building shall be designed compatible with the principal structure, including materials, windows and doors, roof form and pitch, and architectural style and details.
    - c. The building shall be setback at least 60 feet from the front lot line, and at least 20 feet from any street side lot line.
    - d. The building shall be setback at least 3 feet from the side and rear property line, except that any

portion of the structure above 10 feet shall be set back a distance of at least 1/3 the height. For a pitched roof structure, portions of the structure may be up to 3 feet from the property, provided they are under 10 feet high; however, any portion between 10 feet and 20 feet must be stepped back at least 1/3 the height.

- B. **Non-residential Uses.** Non-residential uses permitted in residential districts shall be allowed one accessory building for each 1 acre of lot area, up to a maximum of three structures. These buildings shall be limited to 300 square feet and 16 feet tall, provided they meet all principal building setbacks and are not visible or are screened from the right of way by landscape. All other buildings shall be considered principal buildings and designed and approved subject to principal building standards, or as otherwise permitted through Special Use Permits according to Chapter 19.28.
- C. **Building Coverage.** All accessory buildings and structures over 30 inches high shall count towards the overall 30% building coverage limit.

#### **19.06.025 Neighborhood Design Standards.**

- A. **Design Objectives.** The design objectives of the Neighborhood Design Standards are to:
  - 1. Maintain and enhance the unique character of Prairie Village neighborhoods.
  - 2. Promote building and site design that enhances neighborhood streetscapes.
  - 3. Reinforce the existing scale and patterns of buildings in neighborhoods for new construction.
  - 4. Manage the relationship of adjacent buildings and promote compatible transitions.
  - 5. Enhance the quality, aesthetic character and visual interest within neighborhoods by breaking down larger masses and incorporating human scale details and ornamentation.
  - 6. Locate and orient buildings to maintain the existing grade of the street, block, and lot frontages, and design them in a manner that reduces the perceived massing from the streetscape and abutting lots.
- B. **Applicability.** These Neighborhood Design Standards shall be applicable to the following situations:

1. Any new residential structure.
2. Construction activity that adds more than 200 square feet of building footprint to an existing residential structure.
3. Construction activity that alters the form or massing of the front elevation or roof of a residential structure.
4. Any future development activity of any scale on property that has been subject to paragraphs 1., 2, or 3. above.

With the exception of the street tree standards, the neighborhood design standards shall only apply to the extent of the proposed construction activity, and any portion of a building or site that does not conform to these standards but is existing and not part of the application may remain.

C. **Landscape and Frontage Design.** The following landscape and frontage design standards promote the character and quality of streetscapes, improve the relationship of lots and buildings to the streetscape, and provide natural elements and green space to compliment development.

1. *Street Trees.* All lots shall have at least one street tree. Lots with over 80 feet of street frontage shall have at least one tree per 50 feet to maintain an average spacing between 30 and 50 feet along the streetscape.
  - a. Existing trees in the right of way or within the first 20 feet of the front lot line may count to this requirement provided the tree is healthy, and is protected from any damage during construction activity.
  - b. Street trees shall be selected from the latest version of *Great Trees for the Kansas City Region*, large street tree list, or other list officially adopted by the Tree Board.
  - c. Street trees shall be at least 2.5-inch caliper at planting.
  - d. Street trees shall be located in line with other trees on the block to create a rhythm along the streetscape and enclosure of the tree canopy. In the absence of a clearly established line on the block, the following locations shall be used, where applicable:
    - (1) On center between the sidewalk and curb where at least 6 feet of landscape area exists;
    - (2) 4 feet to 8 feet from the back of curb where no sidewalk exists; or

- (3) Within the first 15 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
2. *Green Space.* Lots shall maintain at least 60% of the lot between the front building line and the front lot line as green space - permeable areas planted with trees, shrubs, vegetative ground cover, or ornamental plants.
  - a. Exceptions. Any lot less than 70 feet wide and fronting on a collector or arterial street as designated in Section 13-203 of the City Code may reduce the frontage greenspace to 50% to allow for safe access and parking, provided the total lot impervious surface limit is maintained.

D. **Building Massing.** The following massing standards breakdown the volume of the buildable area and height into smaller scale masses to improve the relationship of the building to the lot, to adjacent buildings and to the streetscape, and shall apply in addition to the basic setback and height standards.

1. *Windows and Entrances.* All elevations shall have window and door openings covering at least:
  - a. 15% on front elevation or any street facing side elevation; and
  - b. 8% on other side elevations; and
  - c. 15% on rear elevations.Any molding or architectural details integrated with the window or door opening may count for up to 3% of this percentage requirement.
2. *Wall Planes:* Wall planes shall have varied massing by:
  - a. Wall planes over 500 square feet shall have architectural details that break the plane into distinct masses of at least 20% of the wall plane. Architectural details may include:
    - (1) Projecting windows, bays or other ornamental architectural details with offsets of a minimum of 1.5 feet.
    - (2) Off-sets of the building mass such as step backs or cantilevers of at least 2 feet.
    - (3) Single-story front entry features such as stoops, porticos or porches.
    - (4) No projections shall exceed the setback encroachment limits of Section 19.44.020.



- b. No elevation along the side lot line shall be greater than 800 square feet without at least 4 feet additional setback on at least 25% of the elevation.
3. *Garage Limits.* The following garage door standards maintain a human scale for front facades, create a relationship between the façade and the streetscape, and limit the expression of the garage as the primary feature at the building frontage.
- a. Garage doors shall not exceed more than 9 feet wide for single bays, or 18 feet wide for double bays, and 8 feet, 2 inches high.
  - b. Garages expressed as a separate mass on the front elevation shall be limited based on the width of the front facade as follows:

<b>Table 19.06 B – Garage Mass Limits</b>	
<b>Front Facade Width</b>	<b>Maximum width of garage mass</b>
<i>Under 48'</i>	50% of elevation
<i>48' to 60'</i>	24'
<i>Over 60'</i>	40% of elevation

- c. Any lot or building configuration that permits more than two front garage entries shall require at least one of them to be off-set by at least 2 feet, or require side orientation of the garage entrances.
- d. Front-loaded garage wall planes shall be limited based on its position in relation to the main mass as follows:

<b>Table 19.06 C – Garage Placement Limits</b>	
<b>Placement in relation to main mass</b>	<b>Mass / wall plane limits</b>
<i>In front up to 4'</i>	Front wall plane for the garage mass shall be limited to 360 s.f. max.
<i>More than 4' but less than 12' in front</i>	Overall wall planes for the garage mass shall be limited to 360 s.f.; The wall planes with the garage door shall be limited to 216 s.f. max; Any upper level gables, dormers or other wall planes shall cantilever or be offset at least 2' from the garage door plane; A front entry feature shall be established along at least 12' of the front elevation, and in front of or no more than 4' behind the garage entry.
<i>12' or more in front</i>	Prohibited, unless side oriented doors. Then, subject to a wall plane limit of no more than 360 square feet.
<i>All others (flush or setback from the main mass)</i>	Limited to same standards as main mass in Section D.2. (i.e. 500 s.f. max elevations)

- e. On corner lots, an attached garage constructed as an integral part of the principal structure may have a minimum rear setback of 18 feet, provided the driveway entrance is off the side street, the garage is setback at least 25 feet from the side lot line, and the footprint of the garage is no more than 576 square feet.

**E. Building Foundations.**

1. New residential structures shall establish the top of foundation between 6 inches and 24 inches above the finished grade along the front facade.
2. No new residential structure may be built with a top of foundation more than 12 inches higher than the top of foundation of a previous existing home, or the height allowed by sub-sections 1., whichever is less.
3. New residential structures or additions may raise the top of foundation an additional 6 inches for every additional 5 feet over the minimum side setback that the building sets back from both side property lines, up to 36 inches above the finished grade along the front facade.
4. Any elevation that has more than 24 inches of foundation exposed due to grade changes shall cover the foundation by extending the siding to within 24 inches of finished grade, or by covering the foundation with decorative materials such as stone or brick that compliments the principal materials of the building.
5. New residential structures or additions not meeting paragraphs 1. through 3. above shall be submitted to the Planning Commission for review. The Planning Commission may grant an exception based on the following criteria:
  - a. The design of the building elevations, and, specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.
  - b. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation, and design is appropriate for the context.
  - c. Any special considerations of the lot with respect to existing grades, proposed appropriate grades and

the drainage patterns in relation to adjacent properties and the proposed structure.

F. **Exceptions.** The Planning Commission may grant exceptions to the Neighborhood Design Standards in this section 19.06.025 through the site plan review process, based upon the following criteria:

1. The exception shall only apply to the design standards in this section, and not be granted to allow something that is specifically prohibited in other regulations;
2. Any exception dealing with the placement of the building is consistent with sound planning, urban design and engineering practices when considering the site and its context within the neighborhood.
3. The placement and orientation of the main mass, accessory elements, garages and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots.
4. Any exception affecting the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building.
5. The requested exception improves the quality design of the building and site beyond what could be achieved by meeting the standards – primarily considering the character and building styles of the neighborhood and surrounding properties, the integrity of the architectural style of the proposed building, and the relationship of the internal functions of the building to the site, streetscape and adjacent property.
6. The exception will equally or better serve the design objectives stated in Section 19.06.025 A and the intent stated for the particular standard being altered.

**19.06.050 Site Plan Approval and Public Notice**

A. All new buildings or structures and proposed expansions and enlargements of more than ten percent of the existing floor area of existing buildings except single family dwellings, group homes and residential design manufactured homes shall prepare and submit a site plan in accordance with Chapter 19.32 Site Plan Approval prior to the issuance of a building permit.

- B. Any teardown of an existing residential structure and any new principal residential structure on a vacant lot shall send notice to all property owners within 200 feet of the lot, excluding rights-of-way. Notice shall be sent by certified mail, return receipt requested, on a form provided by the City indicating the action requested, that plans are on file with the City for review, the contact information of the property owner, and the main contact for the proposed construction. The City shall not issue any permits until provided evidence that notice has been sent.
  
- C. If application is made for a building permit for a building or structure, which is not required to submit a site plan and whose architectural style or exterior materials in the opinion of the Building Official vary substantially from such style or materials which have been used in the neighborhood in which the building or structure is to be built, the plans and supporting information for such building or structure shall be submitted to the Planning Commission for review and approval as to its compatibility with the surrounding neighborhood. This paragraph shall not apply to single-family dwellings, group homes and residential design manufactured homes.

**Section III.**

Chapter 19.08 of the Prairie Village Municipal Code, entitled "District R-1B Single Family Residential District," is hereby amended by deleting existing sections 19.08.010, 19.08.015, 19.08.020, 19.08.025, 19.08.030, 19.08.035, and 19.08.036, and re-formatting these sections into a new section titled 19.08.015 "Development Standards;" adding 19.08.020 "Accessory Buildings and Structures," adding 19.08.025 "Neighborhood Design Standards" and amending 19.08.045 "Site Plan Approval and Public Notice" to read as follows:

**19.08.015            Development Standards.**

- A. **General Standards.** In District R-1b, the following lot and building development standards apply to buildings and structures. For general exceptions, see Chapter 19.44, Height and Area Exceptions. Except for impervious coverage standards identified in sub-section B., any other deviation from these standards shall only be permitted by variances subject to the procedures and criteria of Chapter 19.54.

Table 19.08 A - Development Standards	
R-1b	
<b>Lot:</b>	
Width	60' minimum
Depth	100' minimum
Building Coverage	30% of lot, maximum
Impervious Surface Coverage	40% of lot, maximum
<b>Building Setbacks:</b>	
Front	30' minimum
Side	6' minimum each side; 20% of lot width minimum between both sides; and at least 12' between adjacent buildings
Street Side	15' minimum, or at least 50% of the depth of the front yard of any adjacent lot facing the same street, whichever is greater.
Rear	25' minimum
<b>Height:</b>	
Height	29' maximum, measured from the top of foundation to the highest point of the roof structure.
Story Limit	2 stories

**B. Lot Impervious Coverage Applicability and Exceptions.**

1. *Applicability.* The total lot impervious surface coverage standard shall only apply to the following situations:
  - a. any new residential structure on a vacant lot;
  - b. a tear down of an existing residential structure and rebuild of a new residential structure.
  - c. any remodel of an existing residential structure that adds more than 200 square feet to the existing footprint or tears down more than 10% of the existing structure associated with new construction; and
  - d. any future development activity on any lot that has been subject to this standard according to a., b., or c.
2. *Exceptions.*
  - a. Any lot 10,000 square feet or less may have an unenclosed and uncovered deck or patio encroach up to 300 square feet that does not count to the impervious coverage standard.
  - b. The Planning Commission may grant exceptions to the total lot impervious coverage standard based on the process and criteria in 19.08.025, F, and provided a drainage study has been approved by Public Works.

**19.08.020          Accessory Buildings and Structures**

- A.        **Residential Uses.** All lots used for residential buildings may have the following accessory buildings.
1.        One minor accessory storage building not exceeding 120 square feet for lots under 10,000 square feet, 200 square feet for lots over 10,000 square feet and no taller than 10 feet high. The building shall be setback at least 3 feet from the side and rear lot line, and located at the rear of the principal building.
  2.        One major accessory building not exceeding 576 square feet and subject to the following design standards:
    - a.        The height shall be no more than 20 feet, or no taller than the principal structure, whichever is less.
    - b.        The building shall be designed compatible with the principal structure, including materials, windows and doors, roof form and pitch, and architectural style and details.
    - c.        The building shall be setback at least 60 feet from the front lot line, and at least 20 feet from any street side lot line.
    - d.        The building shall be setback at least 3 feet from the side and rear property line, except that any portion of the structure above 10 feet shall be set back a distance of at least 1/3 the height. For a pitched roof structure, portions of the structure may be up to 3 feet from the property, provided they are under 10 feet high; however, any portion between 10 feet and 20 feet must be stepped back at least 1/3 the height.
- B.        **Non-residential Uses.** Non-residential uses permitted in residential districts shall be allowed one accessory building for each 1 acre of lot area, up to a maximum of three structures. These buildings shall be limited to 300 square feet and 16 feet tall, provided they meet all principal building setbacks and are not visible or are screened from the right of way by landscape. All other buildings shall be considered principal buildings and designed and approved subject to principal building standards, or as otherwise permitted through Special Use Permits according to Chapter 19.28.
- C.        **Building Coverage.** All accessory buildings and structures over 30 inches high shall count towards the overall 30% building coverage limit.

**19.08.025          Neighborhood Design Standards**

A. **Design Objectives.** The design objectives of the Neighborhood Design Standards are to:

1. Maintain and enhance the unique character of Prairie Village neighborhoods.
2. Promote building and site design that enhances neighborhood streetscapes.
3. Reinforce the existing scale and patterns of buildings in neighborhoods for new construction.
4. Manage the relationship of adjacent buildings and promote compatible transitions.
5. Enhance the quality, aesthetic character and visual interest within neighborhoods by breaking down larger masses and incorporating human scale details and ornamentation.
6. Locate and orient buildings to maintain the existing grade of the street, block, and lot frontages, and design them in a manner that reduces the perceived massing from the streetscape and abutting lots.

B. **Applicability.** These Neighborhood Design Standards shall be applicable to the following situations:

1. Any new residential structure.
2. Construction activity that adds more than 200 square feet of building footprint to an existing residential structure.
3. Construction activity that alters the form or massing of the front elevation or roof of a residential structure.
4. Any future development activity of any scale on property that has been subject to paragraphs 1., 2, or 3. above.

With the exception of the street tree standards, the neighborhood design standards shall only apply to the extent of the proposed construction activity, and any portion of a building or site that does not conform to these standards but is existing and not part of the application may remain.

C. **Landscape and Frontage Design.** The following landscape and frontage design standards promote the character and quality of streetscapes, improve the relationship of lots and buildings to the streetscape, and provide natural elements and green space to compliment development.

1. *Street Trees.* All lots shall have at least one street tree. Lots with over 80 feet of street frontage shall have at least one tree per 50 feet to maintain an average spacing between 30 and 50 feet along the streetscape.

- a. Existing trees in the right of way or within the first 20 feet of the front lot line may count to this requirement provided the tree is healthy, and is protected from any damage during construction activity.
  - b. Street trees shall be selected from the latest version of *Great Trees for the Kansas City Region*, large street tree list, or other list officially adopted by the Tree Board.
  - c. Street trees shall be at least 2.5-inch caliper at planting.
  - d. Street trees shall be located in line with other trees on the block to create a rhythm along the streetscape and enclosure of the tree canopy. In the absence of a clearly established line on the block, the following locations shall be used, where applicable:
    - (1) On center between the sidewalk and curb where at least 6 feet of landscape area exists;
    - (2) 4 feet to 8 feet from the back of curb where no sidewalk exists; or
    - (3) Within the first 15 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
2. *Green Space*. Lots shall maintain at least 60% of the lot between the front building line and the front lot line as green space - permeable areas planted with trees, shrubs, vegetative ground cover, or ornamental plants.
- a. Exceptions. Any lot less than 70 feet wide and fronting on a collector or arterial street as designated in Section 13-203 of the City Code may reduce the frontage greenspace to 50% to allow for safe access and parking, provided the total lot impervious surface limit is maintained.

D. **Building Massing.** The following massing standards breakdown the volume of the buildable area and height into smaller scale masses to improve the relationship of the building to the lot, to adjacent buildings and to the streetscape, and shall apply in addition to the basic setback and height standards.



1. *Windows and Entrances.* All elevations shall have window and door openings covering at least:
  - a. 15% on front elevations or any street facing side elevations; and
  - b. 8% on other side elevations; and
  - c. 15% on rear elevations.

Any molding or architectural details integrated with the window or door opening may count for up to 3% of this percentage requirement.
  
2. *Wall Planes:* Wall planes shall have varied massing by:
  - a. Wall planes over 500 square feet shall have architectural details that break the plane into distinct masses of at least 20% of the wall plane. Architectural details may include:
    - (1) Projecting windows, bays or other ornamental architectural details with offsets of a minimum of 1.5 feet.
    - (2) Off-sets of the building mass such as step backs or cantilevers of at least 2 feet.
    - (3) Single-story front entry features such as stoops, porticos or porches.
    - (4) No projections shall exceed the setback encroachment limits of Section 19.44.020.
  - b. No elevation along the side lot line shall be greater than 800 square feet without at least 4 feet additional setback on at least 25% of the elevation.
  
3. *Garage Limits.* The following garage door standards maintain a human scale for front facades, create a relationship between the façade and the streetscape, and limit the expression of the garage as the primary feature at the building frontage.
  - a. Garage doors shall not exceed more than 9 feet wide for single bays, or 18 feet wide for double bays, and 8 feet, 2 inches high.
  - b. Garages expressed as a separate mass on the front elevation shall be limited based on the width of the front facade as follows:

<b>Table 19.08 B – Garage Mass Limits</b>	
<b>Front Facade Width</b>	<b>Maximum width of garage mass</b>
<i>Under 48'</i>	50% of elevation
<i>48' to 60'</i>	24'
<i>Over 60'</i>	40% of elevation

- c. No more than 2 bays (2-single or 1 double door) shall be permitted on the front elevation. Any site or building configuration that permits three or more garage bays shall require side orientation or rear access for anything beyond 2 bays.
- d. Front-loaded garage wall planes shall be limited based on its position in relation to the main mass as follows

<b>Table 19.08 C – Garage Placement Limits</b>	
<b>Placement in relation to main mass</b>	<b>Mass / wall plane limits</b>
<i>In front up to 4'</i>	Front wall plane for the garage mass shall be limited to 360 s.f. max.
<i>More than 4' but less than 12' in front</i>	Overall wall planes for the garage mass shall be limited to 360 s.f.; The wall planes with the garage door shall be limited to 216 s.f. max.; Any upper level gables, dormers or other wall planes shall cantilever or be offset at least 2' from the garage door plane; A front entry feature shall be established along at least 12' of the front elevation, and in front of or no more than 4' behind the garage entry.
<i>12' or more in front</i>	Prohibited, unless side oriented doors. Then, subject to a wall plane limit of no more than 360 square feet.
<i>All others (flush or setback from the main mass)</i>	Limited to same standards as main mass in Section D.2. (i.e. 500 s.f. max elevations)

- e. On corner lots, an attached garage constructed as an integral part of the principal structure may have a minimum rear setback of 18 feet, provided the driveway entrance is off the side street, the garage is setback at least 25 feet from the side lot line, and the footprint of the garage is no more than 576 square feet.

**E. Building Foundations.**

1. New residential structures shall establish the top of foundation between 6 inches and 24 inches above the finished grade along the front facade.
2. No new residential structure may be built with a top of foundation more than 12 inches higher than the top of foundation of a previous existing home, or the height allowed by sub-sections 1., whichever is less.

3. New residential structures or additions may raise the top of foundation an additional 6 inches for every additional 5 feet over the minimum side setback that the building sets back from both side property lines, up to 36 inches above the finished grade along the front facade.
4. Any elevation that has more than 24 inches of foundation exposed due to grade changes shall cover the foundation by extending the siding to within 24 inches of finished grade, or by covering the foundation with decorative materials such as stone or brick that compliments the principal materials of the building.
5. New residential structures or additions not meeting paragraphs 1. through 3. above shall be submitted to the Planning Commission for review. The Planning Commission may grant an exception based on the following criteria:
  - a. The design of the building elevations, and, specifically any design details that reduce the scale and massing of the building compared to what could otherwise be built under the zoning standards.
  - b. The relationship of the proposed dwelling to existing structures, and whether their grading, elevation, and design is appropriate for the context.
  - c. Any special considerations of the lot with respect to existing grades, proposed appropriate grades and the drainage patterns in relation to adjacent properties and the proposed structure.

F. **Exceptions.** The Planning Commission may grant exceptions to the Neighborhood Design Standards in this section 19.08.025 through the site plan review process, based upon the following criteria:

1. The exception shall only apply to the design standards in this section, and not be granted to allow something that is specifically prohibited in other regulations;
2. Any exception dealing with the placement of the building is consistent with sound planning, urban design and engineering practices when considering the site and its context within the neighborhood.
3. The placement and orientation of the main mass, accessory elements, garages and driveways considers the

high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots.

4. Any exception affecting the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building.
5. The requested exception improves the quality design of the building and site beyond what could be achieved by meeting the standards – primarily considering the character and building styles of the neighborhood and surrounding properties, the integrity of the architectural style of the proposed building, and the relationship of the internal functions of the building to the site, streetscape and adjacent property.
6. The exception will equally or better serve the design objectives stated in Section 19.08.025, A, and the intent stated for the particular standard being altered.

**19.08.045 Site Plan Approval and Public Notice**

- A. All new buildings or structures and proposed expansions and enlargements of more than ten percent of the existing floor area of existing buildings except single family dwellings, group homes and residential design manufactured homes shall prepare and submit a site plan in accordance with Chapter 19.32 Site Plan Approval prior to the issuance of a building permit.
- B. Any teardown of an existing residential structure and any new principal residential structure on a vacant lot shall send notice to all property owners within 200 feet of the lot, excluding rights-of-way. Notice shall be sent by certified mail, return receipt requested, on a form provided by the City indicating the action requested, that plans are on file with the City for review, the contact information of the property owner, and the main contact for the proposed construction. The City shall not issue any permits until provided evidence that notice has been sent.
- C. If application is made for a building permit for a building or structure, which is not required to submit a site plan and whose architectural style or exterior materials in the opinion of the Building Official vary substantially from such style or materials which have been used in the neighborhood in which the building or structure is to be built, the plans and supporting information for such building or structure shall be submitted to the Planning

Commission for review and approval as to its compatibility with the surrounding neighborhood. This paragraph shall not apply to single-family dwellings, group homes and residential design manufactured homes.

**Section IV.**

Chapter 19.34 of the Prairie Village Municipal Code, entitled "Accessory Uses" is hereby amended by deleting Section 19.34.020, sub-section A, and Section 19.34.020, sub-section E, such that Section 19.34.020 shall read as follows:

**19.34.020 Other Accessory Uses.**

- A. [Reserved.]
- B. A temporary real estate sales office may be located on property being sold, and limited to period of sale, but not exceeding one (1) year unless granted a conditional use permit;
- C. A hobby activity may be operated as an accessory use by the occupant of the premises purely for personal enjoyment, amusement, or recreation; provided, that the articles produced or constructed are not sold either on or off the premises and that the activity complies with standards established for home occupations in Section 19.34.010 Paragraph B(7). Without limiting the foregoing, hobby activity shall not include the repair of cars or other vehicles, which are not owned by the owner/occupant of the home where the repairs are made. However, nothing contained in this subsection shall be construed or interpreted to permit any use or activity, which is prohibited by Chapter 19.36, Restricted Uses.
- D. Such additional uses as gardens, customary pets, signs as permitted by ordinance, parking areas, play equipment and other similar uses are also accessory uses.
- E. [Reserved.]
- F. No equipment, material or vehicle, other than operating motor passenger cars, shall be stored for more than twenty-four (24) hours in a thirty-day period in a residential district, other than as specifically allowed pursuant to Chapter 19.38.

Except that senior housing projects, assisted living projects, schools, religious institutions and other similar uses may make application to park a bus or buses on their property subject to review and approval of the number, size and location of the buses by the Building Official. The buses shall not be parked within the front yard setback but shall be parked in a location that is most

appropriate and compatible with adjacent uses. The Building Official may approve, approve with conditions or deny the application. If an applicant is not satisfied with the decision of the Building Official, he may appeal said decision to the Planning Commission and the Planning Commission shall make the final decision.

- G. Tennis courts are permitted as an accessory use, provided the following procedures and standards are met:
1. All tennis courts shall require a building permit.
  2. Plans for tennis courts shall be submitted to the Building Official or his/her designated agent for review and approval prior to issuance of permits. Said review shall be based upon compliance with the following standards: the need for screening to protect the privacy of neighboring property; compatibility of any lighting; safety and prevention of damage to adjacent property by surface water runoff. The preceding standards shall be the minimum requirement, and the Building Official may deny a building permit and refer an applicant to the Planning Commission where the Planning Commission may require additional screening or other measures deemed necessary to preserve property values and personal safety.
  3. Tennis courts shall not be built in front of front building lines.
  4. Tennis courts shall be so located that the fence surrounding the courts shall be not less than thirty (30) feet from the front lot line, and not less than ten (10) feet from a rear lot line or interior side lot line. In the case of corner lots, the fence shall not be closer than the front setback line of any building on an adjacent lot or fifteen (15) feet, whichever is greater. Said fence shall be chain-link fabric, and shall not exceed ten (10) feet in height. The lighting level of any tennis court lighting measured at the property line shall not exceed five (5) foot candles, and all luminaries shall be provided with shields to control light spillage and glare.
  5. Tennis courts shall be so designed that the surface water will be carried to the public street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownerships, copies of written consent must be provided to the Director of Public Works.
- H. Garage sales are permitted in District R1a, R1b, R2, R3, and R4. A household may conduct a sale of goods, furnishings, personal

effects and clothing, from the resident's garage or property, by a sale not to exceed three consecutive days; and provided further, that not more than two such sales shall be allowed each calendar year per household.

- I. Dumpsters and trash bins shall be located so that they are not visible from adjacent streets and properties and they shall be adequately screened from view by wall or fence enclosures that are of a building material that is complimentary to the principal building on the site.
- J. Outdoor swimming pools, spas and hot tubs are permitted as accessory uses, provided the following procedures and standards are met:
  1. All outdoor swimming pools, spas and hot tubs shall require a building permit.
  2. Swimming pool is any structure intended for swimming or recreational bathing that contains water over 24" deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs, portable and non-portable spas, and fixed-in-place wading pools.
  3. Plans for outdoor swimming pools shall be submitted to the Building Official or his/her designated agent for review and approval prior to issuance of permits. Said review shall be based upon compliance with the following standards: the need for screening to protect the privacy of neighboring property; compatibility of any lighting; safety and prevention of damage to adjacent property by surface water runoff. The preceding standards shall be the minimum requirement, and the Building Official may deny a building permit and refer an applicant to the Planning Commission where the Planning Commission may require additional screening or other measures deemed necessary to preserve property values and personal safety.
  4. Each swimming pool shall be completely enclosed by a fence or other permanent enclosure not less than four (4) nor more than six (6) feet in height. This enclosure shall be provided with self-closing gates equipped with a self-latching device. Such enclosures shall be not less than thirty (30) feet from the front lot line, and not less than fifteen (15) feet from the side street line in the case of a corner lot, except on reverse corner lots whereupon side setbacks should be based upon the adjoining front yard setback. The enclosure may be located on the interior side lot line and the rear lot line, subject to any easements, but the edge of the swimming pool shall be not less than ten

(10) feet from any such interior side or rear lot line and not less than twenty (20) feet from a residence on an adjoining lot.

5. In lieu of the fence or permanent enclosure, spas and hot tubs may be equipped with a safety cover. Said safety cover shall be classified under WBAH and have been evaluated to the American Society for Testing and Materials (ASTM) Standard F1346, Standard Performance Specifications of Safety Covers or equivalent. Each safety cover shall bear the classification marking "UL," the word "Classified," a control number, and the product name or equivalent.
  6. Swimming pools may not be built in front of front building lines.
  7. Swimming pools shall be so designed that the surface water will be carried to the public street or storm drainage system on the owner's property, or by underground pipe to the public street or storm drainage system, or if across other ownerships, copies of written consent must be provided to the Director of Public Works. Swimming pools shall not be drained at any time which may cause icing or other hazardous street conditions.
- K. Utility boxes that have a footprint of twelve (12) square feet or less in area; a pad of not more than 2.5 times the area of the utility box footprint, but not larger than thirty-two (32) square feet; and a height of not more than fifty four (54) inches, will be considered as an accessory to a utility line and the location, design and landscaping or screening shall be subject to staff review and approval of a permit as follows:
1. **Landscaping and Screening:** If landscaping or screening is required, a plan shall be submitted identifying the plant sizes and varieties.
  2. **Noise:** The utility box shall not emit any unnecessary intrusive noise.
  3. **Abandonment:** Any utility box not operated for a period of six months shall be considered abandoned and the box and pad shall be removed by the owners and the site returned to its original condition.
  4. **Location:** The utility will work with the city staff to determine a pad size and a location that is most appropriate and compatible with adjacent uses, including adjacent property owners' uses.
  5. **Appeal:** Any applicant that is not satisfied with the staff approval may appeal the staff decision to the Planning Commission.



**Section V.**

Chapter 19.44 of the Prairie Village Municipal Code, entitled "Height and Area Exceptions" is hereby amended by deleting Section 19.44.030 "Building Elevations," deleting Section 19.44.035 "Lot Coverage," and amending Section 19.44.020 "Yard Exceptions" to read as follows:

**19.44.020 Yard Exceptions.**

- A. In districts R-1a through R-4 inclusive, where at least 5 lots or lots comprising forty (40) percent or more of the frontage, whichever is greater, on the same side of a street between two intersecting streets (excluding reverse corner lots), are developed with buildings having front yards with a variation of not more than ten feet in depth, the average of such front yards shall establish the minimum front yard depth for the entire frontage; except that where a recorded plat has been filed showing a setback line which otherwise complies with the requirements of this title, yet is less than the established setback for the block as provided above, such setback line shall apply.
  
- B. Where an official line has been established for future widening or opening of a street upon which a lot abuts, then the depth or width of a yard shall be measured from such official line to the nearest wall of the building.
  
- C. In all use districts, portions of buildings may project into required yards as follows:
  - 1. Chimneys, bay, bow, oriel, dormer or other projecting windows and stairway landings other than full two or more story windows and landings may project into required yards not to exceed three (3) feet, provided they are limited to no more than 20% of the total building elevation;
  - 2. Miscellaneous architectural features, including balconies, eaves, cornices, sills, belt courses, spoutings, brackets, pilasters, grill work, trellises and similar projections for purely ornamental purposes may project into required yards not to exceed four (4) feet;
  - 3. Window wells may project into required yards up to four (4) feet;
  - 4. Structures associated with the front entrance to the principal building, such as porches, stoops, canopies or porticos, may encroach up to 12 feet into the front setback, and up to 10 feet into any street side setback, provided:
    - a. Any roof structure shall be single story, establishing an eave line between 7 feet and 9 feet above the

- top of foundation, and no gable or other part of the structure shall exceed 14 feet.
- b. The entry feature shall remain unenclosed on all sides encroaching into the setback, except for railings or walls up to 3 feet above the structures surface.
  - c. The entry feature shall be integrated with the design of the principal structure including materials, roof form and pitch, and architectural style and details.
5. All projections permitted by this sub-section shall not project into required side yards a distance greater than one-half the required minimum width of side yard;
- D. Open and uncovered porches, decks or patios less than 30 inches high may encroach into the required side or rear yards up to 3 feet from the property line, but are subject to the impervious surface coverage limits. If these structures are 30 inches high or more they shall meet all setback, building coverage, and lot impervious coverage requirements.
- E. In R-1a and R-1b, when applying the development and design standards, the building official may determine corner lots be oriented as follows, based on any prevailing patterns of the adjacent lots and blocks:
1. *Standard corner.* The building orients to the same front as all other buildings along the same street and the front setback and design standards apply to this street. The expanded street side setback applies to the other street, the side and rear setbacks apply to the remaining sides.
  2. *Reverse corner.* The building orients to the short side of the block, different from other lots on the interior of the block, and the front setback and design standards apply to this street. The expanded side setback applies to the other street and the side and rear setbacks apply to the remaining sides.
  3. *Intersection orientation.* The building orients to both streets and the front setback and design standards apply to each street. The interior side setbacks apply to both abutting lot sides, and no rear yard setback applies.
- F. A through lot having one end abutting a limited access highway with no access permitted to that lot from said highway, shall be deemed to front upon the street which gives access to that lot.
- G. Accessibility to the rear portion of all lots in a district C-O to C-2 inclusive, for four-wheeled vehicles from and to a public street,

alley or way shall be provided unless waived by the Planning Commission.

**Section VI. Repeal of Prior Ordinances.**

All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

**Section VI. Effective Date**

This ordinance shall take effect and be in force beginning February 1, 2019 upon and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED THIS 1<sup>st</sup> day of October, 2018.**

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Laura Wassmer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Joyce Hagen Mundy  
City Clerk

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David E. Waters  
Interim City Attorney

**PLANNING COMMISSION MINUTES**  
**September 11, 2018**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 11, 2018 in the Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Patrick Lenahan, Gregory Wolf, Jeffrey Valentino, Melissa Brown and James Breneman.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Jamie Robichaud, Assistant City Administrator; Ron Nelson, Council Liaison; Mitch Dringman, City Building Official; Keith Bredehoeft, Public Works Director; Wes Jordan, City Administrator and Joyce Hagen Mundy, Planning Commission Secretary.

**APPROVAL OF MINUTES**

Gregory Wolf moved for the approval of the minutes of the August 7 2018 regular Planning Commission meeting as presented. The motion was seconded by James Breneman and passed unanimously with Mrs. Brown abstaining.

**PUBLIC HEARINGS**

**PC2018-05 Proposed zoning revisions applicable to R-1a and R-1b Zoning Districts adding "Neighborhood Design Standards" amending Chapters 19.02, 19.06, 19.08, 19.34 and 19.44**

Chris Brewster, City Planning Consultant with Gould Evans, presented the proposed revisions of additional Neighborhood Design Standards. He briefly reviewed the process followed for the proposed revisions and the process followed for the Phase 1 revisions completed in 2016. The proposed revisions proposed in Phase 2 address the following strategies:

- Street Tree Requirements
- Minimum frontage greenspace
- Break up massing on larger wall planes
- Require minimum percentage of windows and doors
- Limit the extent, projection and massing of garages on front elevations
- Add total lot impervious surface limit
- Clarify/revise standards for accessory structures
- Refine/limit current standards on setback encroachments
- Create non-variance process and criteria to "design standards"
- Require notice to neighbors for teardowns or new structures

At the August 6 meeting, the City Council directed that the Planning Commission specifically consider three topics in making their formal recommendation to the City Council:

- The street tree requirement and specifically any economic impacts on applicants, difficulties in administering it, and overall protection of both public trees and trees on private property.
  - No change has been made to the proposed revisions.
- The total lot greenspace standard, specifically how we are defining greenspace and whether other landscape materials, such as mulch and river rock, should be included in the definition, and reviewing when that standard should apply.
  - This standard has been changed to “Total Lot Impervious Surface Coverage” and moved to the development standards that deal with the entire lot. Mr. Brewster reviewed the key elements of this standard.
- The situation where lots appear to be graded up for new buildings when viewed in relation to adjacent houses.
  - staff recommends a combination of the previous approach (regulation by existing first floor elevation, but modified with a reasonable allowance for raising up to 1 foot) and the current approach (setting a reasonable tolerance for the amount of foundation that could be exposed)

The recommended changes to be considered by the Planning Commission at the public hearing are summarized below. These changes are to the R-1A and R-1B zoning districts. Each are similar but have subtle differences in the standards due to the larger lot sizes required in the R-1A district.

**A. Reformat Development Standards** (setbacks, height, lot sizes and coverage standards)

This change generally proposes no substantive change and incorporates all of the 2016 amendments. It does reformat several ordinance sections of text in a simpler format for ease of use. The main substantive change is the addition of a total lot impervious surface coverage standard.

**B. Relocate Several Existing Related Standards** (accessory buildings, garages, and exceptions for building elevation and coverage)

The proposed regulations also relocate several related sections of the current regulations into this section for better formatting; ease of use and interpretation, and to simplify the standards. These involve several sections in the “accessory use” chapter and in the “height and area exceptions” chapter. There are no substantive changes except where noted below.

- Relocate standards allowing for detached garages and for setback exceptions for attached garages on corner lots into this section.
- Include all residential accessory building standards here. This reformatting consolidates several sections and clears up a current interpretation issue on the number of accessory buildings that are allowed within the principal building setbacks, which has caused some interpretation issues in the past. It also adds flexibility for minor accessory structures on larger lots and on lots with institutional uses. All of these structures would still be subject to the 30% lot coverage and 35% impervious surface coverage limits as well.

- The exception processes and criteria for building elevation and coverage have been removed, as they are included in an expanded form with more specific criteria in the new neighborhood design section

### **C. Neighborhood Design Standards**

These new recommended sections were the focus of the committee meetings and public engagement. The committee prioritized the following elements as key contributors to Prairie Village neighborhood character that could be addressed by zoning standards:

- Streetscape aesthetics - recommended standards for landscaped greenspace in the front, and requirements for street trees.
- Building Scale and Mass in relation to the streetscape and in relation to the overall lot; specifically:
  - Limiting the extent and prominence of garages along lot frontages;
  - Prioritizing human-scale elements such as windows, doors and entry features on frontages; and
  - Breaking up larger wall masses so that they appear smaller and/or have more variation or setbacks along interior lot lines.
- Refining the standards related to grading and top of foundation.

The proposed neighborhood design standards are focused on basic massing standards and how those standards introduce more human-scale design elements to the building, and prioritizing the relationship to neighborhood streetscapes.

### **D. Exceptions**

The proposed standards include a specific exception section that allows the Planning Commission to consider projects that do not meet the standards. Key to the exception provisions are: the intent statements for the Neighborhood Design Standards generally; the introductory objective stated for each particular standard; and the criteria for when the Planning Commission should approve an exception. The basic principle is that whenever a design solution equally or better meets the intent of the design standards, and does not undermine other standards, it should be approved. This exception process only applies to the neighborhood design standards and the impervious surface standards by reference, as noted above.

### **E. Height and Area Exceptions**

The proposed changes are to better coordinate with some of the new building massing standards, or to clear up current interpretation issues. These primarily deal with how common building elements such as decorative architectural features, porches and entry features, or bay windows and window wells can encroach into the side setback, and the orientation of buildings on corner lots. No substantive changes are associated with these updates.

### **F. Public Notice**

A new notice provision is recommended for any new building or teardown, which would require applicants to communicate the nature of the project, who the primary contacts are, and how neighbors can get information on plans submitted to the City.

Chris Brewster reviewed the actions available to the Commission in its recommendation to the City Council. The Council then has the option to approve, amend, or deny the Planning Commission's recommendation. To amend or deny the Planning Commission's recommendation, the City Council would need to do so with a 2/3 majority vote. The Council may also return the ordinance to the Commission for further consideration.

Chairman Nancy Wallerstein opened the public hearing at 7:50 p.m. for comments advising individuals they would have 3 minutes to speak and their names would be called from the sign-in sheet.

Chris Rendall, 5212 West 72<sup>nd</sup> Street, expressed concern with the misperception being given stating that 83% of the residents support the proposed design standards; when actually it is 83% of the 625 responses received not of the 21,447 residents of Prairie Village. He also expressed concern with the survey methodology and does not believe the responses to be a good representation of residents. He does not think residents realize the impact these changes will have.

Nancy Morgan, 7311 Canterbury, stated she was appalled by the size of the homes being built on small lots, supports some of the changes proposed, and has concerns with others. She does not want to see small homes overpowered and the streetscape of Prairie Village changed.

Chris Smart, 4717 West 64<sup>th</sup> Terrace, noted many of the homes in Prairie Village are beyond their economic life. They are too small, costly to maintain, and do not meet the needs of today's families. He feels the 65% impervious surface requirement is too great and hoped a compromise could be reached. Mr. Smart quoted a study stating the best neighborhoods combine old and new homes; the young and the old, people with different backgrounds. This will not be lost in Prairie Village when people are allowed to build what they want.

Melissa McGillicuddy, 4902 West 69<sup>th</sup> Terrace, felt if people want bigger houses there were areas outside of Prairie Village they could build. There is no going backwards. She expressed concern that if people are allowed to do whatever they want, how will the city be in 10 years.

Katie Aaronson, 4031 West 72<sup>nd</sup> Terrace, expressed concern with what massive buildings will do to neighborhoods. She noted one side of 71<sup>st</sup> Street has mansions and the other side has quaint Prairie Village homes. She has experienced an increase of \$50,000 in taxes over the past two years. This would have been a significant hardship on her mother who previously lived on this property.

Michael LaMonica, 7124 Cherokee, a design professional spoke in support of the guidelines and felt a good architect would be able to work within the guidelines.

Bruce Wendlandt, 4400 West 71<sup>st</sup> Street, as a resident and builder felt the design guidelines would have a positive impact on the community but acknowledged there

needs to be adjustments on both sides. His biggest concern was with the 65% impervious surface requirement, which he felt was too onerous for small lots and would squelch positive re-greening. He felt going from the current 38% impervious surface to 65% is a knee jerk reaction and was fearful of the unintended consequences of such a severe increase.

Lynneah Gregory, 3906 West 69<sup>th</sup> Street, did not feel the proposed standards are representative of what the City wants to achieve. She presented slides of 21 homes owned by City Council and Commission members. Of these 21 homes, only two homes would meet the proposed guidelines. She does not feel the City Council has been provided the whole story to take action of the proposed guidelines.

Larry Mayerle, 6503 West 78<sup>th</sup> Street, an architect with Boyle & Mayerle distributed an elevation for the home at 4622 West 69<sup>th</sup> Terrace to reflect his concerns with the regulations on building mass for all planes over 500 square feet. He also noted a home at 4805 West 78<sup>th</sup> Street that added a second car garage, six years ago which could not be done under the proposed standards related to garages.

Mark Eddy, 4101 Prairie Lane, as a resident and builder felt some of the proposed standards are too onerous and would result in unintended consequences. He felt the standards should also address materials. What makes Prairie Village great is how it was laid out and how people have reinvested in the community. He does not want to see that blocked by a knee jerk reaction. He was involved in the Phase 1 discussions in 2015 and feels the same individuals should have been involved in the Phase 2 discussions. He encouraged the City to step back and make sure the proposed standards will not block reinvestment in neighborhoods.

Allen Gregory, 3906 West 69<sup>th</sup> Street, continued Lynneah Gregory's presentation noting their neighbor's home would not be able to be built under the proposed standards. He felt massing and drainage issues were addressed by Phase 1 guidelines. The proposed guidelines will impact residents' ability to remodel their homes. He urged the City to be careful and look to the future with a broad perspective. He stated to do nothing should be considered as an appropriate action on the proposed design standards.

Catherine Dayton, 4808 West 79<sup>th</sup> Street, said she appreciated the level of care the City has taken on this issue. She felt the process has been great with ample time for residents to get involved. She believes the proposed standards are reasonable and supports them.

Bob Bliss, 2804 West 74<sup>th</sup> Street, stated he had two concerns. The first concern was that the homes blend into the community. Does not like ultra-modern shoebox homes. He feels most of the rebuilds constructed do blend.

Laura Stark, 7135 Cherokee Drive, likes the variety of homes within Prairie Village. She supports some of the standards, but feels the standards are not strong enough for homes being built on smaller lots. She stressed, as a designer "context" is a huge



factor. You have to take into consideration the existing surroundings in designing a home.

Bryce Gahagan, 4107 Prairie Lane, believes in some design restrictions, but he does not want to discourage people from reinvesting in their homes. He felt many assumptions had been made in the development of the proposed standards.

John Fudge, 7059 Granada Lane, asked what has been the effect of similar regulations in other cities. He recommended the City get an answer to that question before taking any action. He does not believe anyone wants to slow or stop redevelopment and residents from reinvesting in their homes.

Doug VanAuken, 3719 West 71<sup>st</sup> Terrace, felt the City was looking for perfection and noted that nothing is perfect. He urged the City to move forward.

Dennis O'Rourke, 5007 West 63rd Terrace, felt the redevelopment within the city is improving the community. The size of homes was addressed in the Phase 1 changes. Phase 2 changes are an effort to scale down further. The street canopy, almost more than homes, reflect the character of Prairie Village. They are important. He felt lot coverage was manageable. Overall lot coverage has been discussed as a concern by many. The average home being built in the United States is 2500 square feet. He asked does Prairie Village want to be the community that tells people you cannot have common amenities. Current impervious lot coverage is 40%. He feels the proposed impervious lot coverage is off significantly and urges it be changed. The threshold on massing needs to be raised slightly and noted setback is only one of several ways to address massing. He would like to see Fairway's exception for massing be adopted.

Susan Forrest, 6837 El Monte, spoke in support of the proposed standards. She is seeking predictability for new construction. The standards proposed are a step in the right direction. She acknowledged Mr. Brewster's work to address concerns. She liked the garage restrictions and greenspace regulations as they recognize the impact construction has on other properties.

Andy Zoppo, 4616 West 69<sup>th</sup> Terrace, supports smart regulations. However, he feels the City would be remiss to take action without considering the economic and tax implications resulting from the proposed regulations.

Susan Murphy, 4623 West 70<sup>th</sup> Street, strongly supported the proposed design guidelines. The Prairie Village neighborhoods cannot be created in other cities. She supports reinvestment in the community, when homes are constructed that are too large for their lots and the neighborhood, it changes the neighborhood.

Katie Aquilera, 2912 West 74<sup>th</sup> Street, was supportive of the regulations.

David Walsh, 4314 West 70<sup>th</sup> Terrace, wants to build his forever home in Prairie Village, but fears he will not be able to do so because of the onerous restrictions. He echoed Mr. Fudge's request for information on what the impact of these changes have been on

other communities with similar restrictions. Village Vision encourages vibrant communities with a variety of homes. He acknowledged the difficulties that come with new construction, but noted the need to put up with short-term tradeoffs for long-term investment.

Angela Schieferecke, 4508 Tomahawk, said teardowns affected her adversely by additional stormwater drainage problems and dramatically increased property taxes. She would not be able to purchase her home today. She appreciates the City's recognition of the issues and their efforts to address them.

Patricia Cox, 5105 West 73<sup>rd</sup> Street, stated she live on the middle lot of a cul-de-sac with the smallest lot. The type of homes being built will not fit on her property.

Chairman Nancy Wallerstein closed the public hearing at 8:47 p.m. and called for a five-minute recess for the Commission.

The Planning Commission was reconvened at 8:55 p.m.

James Breneman stated the standard that seems to stand out as being off base is the 65% impervious lot coverage. He feels it is too high. Jeffrey Valentino agreed and noted the correspondence received suggest this standard may force residents to build two story homes rather than smaller one and a half story homes. He feels this would be counter intuitive to what most residents seem to prefer. Jonathan Birkel noted the implication for older residents who want to add on to their homes and do not want to have stairs.

Patrick Lenahan asked for direction from the staff noting from the staff report stated the original recommendation was for "60% greenspace" (or 40% impervious surface limits). After discussion and direction by the City Council, and prior to the public open houses, a motion was approved to change this to "65% greenspace" (or 35% impervious surface limits."

Mr. Brewster responded that originally the committee was not considering this standard at all, as they were dealing with scale and massing. They considered the lot coverage and felt the existing 30% was appropriate. The other lot coverage considered was the front streetscape. The impervious surface issue was added later by Public Works. This was originally addressed as "Total Lot Greenspace" but changed to "Total Lot Impervious Surface Coverage" and moved to the development standards that deal with the total lot. This is the amount of a lot that could be covered by buildings, non-building structures, or hard surfaces that do not infiltrate stormwater. During this process, this standard was discussed as total lot "greenspace." However, staff recommends the term "impervious surface coverage" to better define the standard, reflect the drainage objective of this standard, and to distinguish it from the recommended street tree and "frontage greenspace" standards, which are related to landscape aesthetics and streetscape design. Staff feels it makes better sense to include this standard with the overall lot development standards rather than the new neighborhood design standards.

Public Works Director Keith Bredehoeft stated that currently the focus in issuing drainage permits has been on on-site lot retention. The City's stormwater system is designed to accommodate 40%, which is what the standard was based on. During discussion with the City Council, it was noted that the APWA has a requirement of 35% for undeveloped residential land and the Council desired to change to that standard

Mr. Lenahan stated the standard would be a challenge to meet on smaller lots in R-Ib. Gregory Wolf asked if a different standard was considered for R-Ia and R-Ib Districts. Mr. Bredehoeft replied that originally staff looked at different requirements for lots under and over 10,000 square feet. Mrs. Wallerstein stated she was more comfortable with 40% than 35%.

Jeffrey Valentino stated the category percentages made sense to him; however, he questioned the 50% front lot coverage. He is concerned this is creating a situation that will result in a significant number of requests for exception to the Commission. Mr. Brewster replied, in his experience, there are seldom exception requests made for streetscape. Mr. Valentino felt every cul-de-sac/pie-shaped lot in the City would apply. Mr. Brewster noted pie-shaped lots are generally measured at the front building line. Typical Prairie Village lots are 65' wide. Staff analysis was done on the few narrowest lots of 60 feet. These were at the 35% to 38% impervious surface, which is why the base was set at 40%. He added these generally include an 18' - 20' wide driveway that could be reduced to easily meet code.

James Breneman asked for clarification on the contradicting language that standards do not apply on additions of less than 200 square feet, yet a site plan is required for teardowns of more than 10%. Mr. Brewster responded the site plan is required for submittal to the Building Official for review for compliance in conjunction with a building permit application. Site plan approval by the Commission applies only to changes to non-residential structures located in a residential zoning district. Mr. Brewster noted Section III of the ordinance is a new section; the previous language was carried over from the existing code.

Nancy Wallerstein expressed concern with the 200 square foot threshold particularly in the R-Ib District. She felt it was too small and asked if other sizes were considered. Mr. Brewster responded there was not much discussion on this. The number was based on when there would be a significant investment that would influence a design element or when would there be action that would fall under the massing or other conditions addressed by the design standards.

Melissa Brown noted she questioned the 200' size in committee, but after further discussion, she feels it is acceptable. Mr. Breneman noted, "The design standards shall only apply to the extent of the proposed construction activity, and any portion of the building or site that does not conform to these standards but is existing and not part of the application may remain".

Mr. Lenahan confirmed that all city sidewalks are located on city property and are not included in calculations of impervious surface. Mr. Birkel asked about areas with anomalies. Mr. Breneman felt they would be covered through the exception process.

Mr. Brewster confirmed that and added these could be covered at the staff level and not sent through the Commission. Things in the right-of-way are a non-factor, items in a common area, such as a homes association sign/monument, would also be excluded from the calculation.

Nancy Wallerstein asked if changes to a driveway would be included. Mr. Brewster replied the design standards are generally triggered by investments to the structure. The impact on impervious surface would be addressed by the impervious surface review conducted for the drainage permit. Mr. Brewster reviewed the difference between the "Development Standards" and the "Neighbor Design Standards".

Mrs. Wallerstein noted one of the comments submitted on-line was regarding handicapped accessibility. She asked if the height of the garage was sufficient for mobility vehicles. Mr. Lenahan stated the ADA requires an 8'2" door height clearance and suggested the 8' height restriction be increased to 8'2" to be in compliance, even though ADA requirements are not applicable for residential homes.

Mrs. Wallerstein noted the proposed language regarding street trees does not address maintenance and replacement. Mr. Brewster responded this is similar to the landscape ordinance with the assumption that if it is required, it must be maintained. Mrs. Robichaud added this would be addressed by the municipal code and enforced by Code Enforcement. Mr. Bredehoeft added most trees have a one-year warranty and confirmed that long-term maintenance is the responsibility of the property owner.

Patrick Lenahan asked if the intent of the streetscape regulations was to establish regular and consistent spacing of trees throughout the City. He does not believe this will happen as there is not sufficient redevelopment occurring to create a streetscape of right-of-way trees, especially in areas where one does not currently exist. There are neighborhoods where the original development was very diligent in the design of where trees were placed and others with no tree plan. He understands the desire to maintain a street tree pattern where one exists. He feels it should be applied to neighborhoods with street lined trees to preserve that feature.

James Breneman stated the proposed ordinance states: "In the absence of a clearly established line on the block, the following locations shall be used, where applicable and in order of priority" giving three options for location of trees.

Melissa Brown stressed the value street trees add to Prairie Village communities. They are an integral part of the character of "old PV". When talking about preserving character, it is essential that you address street trees.

Chris Brewster responded the committee felt trees were a crucial feature of the city's character. If there is an established tree line, it needs to be maintained. If not, the required trees can be placed in alternate locations. They felt it would be beneficial to have a uniform approach. The Commission felt the reference to order of priority on tree location should be removed and all options should be available when there is no established street tree line.

Nancy Wallerstein asked about the required notice and adding notice to homes associations. Jamie Robichaud replied the required notice only applies to “teardowns”. The City already provides notice to homes associations when building plans are submitted. She stressed the zoning ordinances specifically state the City will enforce city regulations but will not enforce homes association restrictions.

The proposed effective date of January 1, 2019, only allows 60 to 90 days for projects to be submitted and grandfathered. Jonathan Birkel noted additions and custom design projects generally have a significant design period and felt a four to five-month grace period would be more appropriate. Mrs. Robichaud replied a 60 to 90 period was allowed for the implementation of the Phase 1 standards. These standards have been discussed for more than six months. The feedback staff has received from the City Council is the sooner these are in place, the better. Mr. Birkel replied someone wanting to build a home would not wait six plus months while a committee discusses possible changes to begin their design process. They may be half way through their design process. He asked how someone could get a placeholder that would grandfather them.

Commission members agreed more time was needed between the adoption of the regulations and their effective date. The Commission recommended the effective date be four months following the adoption of the regulations by the Governing Body.

Mr. Breneman noted the proposed ordinance states accessory buildings must be located behind the principal building in other areas it states in the rear yard. It was agreed to change “behind” to “at the rear of” in Sections 19.06.020 and 19.08.020.

Jeffrey Valentino asked if the 15% window coverage on rear facades is cumulative. Mrs. Brown noted the proposed language reads like each façade, not the entire façade. The Commission felt the language need clarification. Mr. Brewster suggested the terminology “façade” be changed to “elevation”.

Mr. Valentino questioned the required 4’ offset. He felt the intent of the regulation to break up the mass would be achieved by the 2’ offset. Mr. Birkel noted for the first 500’ of wall plan a 2’ offset is required. The 4’ offset is cumulative. Mr. Brewster added that the 2’ offset does not have to be a pushback; it could be a bump out as well. Mr. Lenahan confirmed the intent of the regulation was that the larger the mass of the wall, the greater the offset to protect the adjacent property owners from the impact of a large façade. He felt that 4’ was adequate but noted the word “additional” should be removed in paragraph 2b, as it is not an add-on.

Mr. Brewster stated the committee’s intent was to address larger homes and the total offset not simply to break-up the wall plane. Mr. Lenahan stated with that understanding the language as written was acceptable.

Patrick Lenahan asked the Commission if they had any concerns with the reference to the previous foundation height in foundation calculations. He asked about a teardown where the previous foundation height is unknown. Mitch Dringman responded that is a

very rare condition. Mrs. Wallerstein asked about homes built on a slab. Mr. Birkel replied the top of the slab would be considered the top of foundation. The Commission approved the regulation that no more than 24” of exposed foundation without extending siding or covering with decorative material.

Chairman Nancy Wallerstein reviewed the following recommended amendments to the proposed ordinance discussion by the Commission:

1. Increase impervious coverage limit from 35% to 40%
2. Increase the total garage height permitted from 8 feet to 8 feet, 2 inches to match ADA requirements
3. Remove the wording “in order of priority” from Section C.1 (d) from the neighborhood design standards as it relates to street trees (within 5 or 15)
4. Change the effective date of the new regulations from January 1, 2019 to four months from the date of City Council approval
5. Change the word “façade” to “elevation” in Section 19.06.025 and 19.08.025
6. Change the word “behind” to “at the rear of” in Section 19.06.020 and 19.08.020

Gregory Wolf moved the Planning Commission recommend the City Council adopt the proposed amendments to the Prairie Village Zoning Regulations adding Neighborhood Design Standards for R-1a and R-1b and other recommended revisions with the six revisions made by the Planning Commission. The motion was seconded by Melissa Brown and passed unanimously.

#### **NON PUBLIC HEARINGS**

##### **PC2018-117 Site Plan Approval - Antenna Replacement 7700 Mission Road**

Emily Roseberry with Selective Site Consultants representing Sprint requested approval for the replacement existing antenna on the communications tower at 7700 Mission Road with smaller antenna.

Chris Brewster stated the application meets all the requirements of the current special use permit, and the renewal and lease amendments from 2017. It is consistent with the existing antenna on the tower, and will not visibly increase the intensity of the installation when viewed from the streetscapes or adjacent properties. A structural report dated July 20, 2018 analyzing the existing facilities and effect of the proposal, and found that the existing structures are adequate as proposed.

Mr. Brewster noted the application must comply with all 11 conditions of the existing special use permit. The staff report provided an analysis of the criteria for site plan approval.

Gregory Wolf moved the Planning Commission find the criteria for site plan approval have met approve the proposed site plan (PC2018-117) for 7700 Mission Road antenna replacement subject to the following conditions:

1. That the additional antenna be installed as shown on the proposed site plan.
2. That all conditions of the most recent renewal of the special use permit continue to be met.

The motion was seconded by James Breneman and passed unanimously.

**PC2018-118 Site Plan Approval - Antenna Replacement  
7231 Mission Road**

Emily Roseberry with Selective Site Consultants representing Sprint requested approval of a revised site plan to do the following for an existing on-building wireless telecommunications installation owned by the Roman Catholic Archdiocese and operated as St. Ann's Catholic Church:

- Replace 3 existing antenna (approximately 63" x 12" x 5") with 3 new antenna (approximately 38" x 20" by 7")
- Remove 3 existing RRUs (remote radio units) which are not visible from street
- Install 1 cable per antenna (approximately .5 to 1" diameter, from antenna to existing ground equipment compound behind the screening wall).

Chris Brewster stated the proposed antenna is an on-building installation, incorporated into the design of the steeple structure that is consistent with the existing antenna on the building, and will not visibly increase the intensity of the installation when viewed from the streetscapes or adjacent properties. A structural report dated July 19, 2018, analyzing the existing facilities and effect of the proposal, and found that the existing structures are adequate as proposed. The application must comply with all 13 conditions of the existing Special Use Permit. The staff report provided an analysis of the criteria for site plan approval.

Gregory Wolf moved the Planning Commission find the criteria for site plan approval have been met and approve the revised site plan (PC2018-118) for 7231 Mission Road subject to the following conditions:

1. That the additional antenna be installed as shown on the proposed site plan.
2. That all conditions of the most recent renewal of the Special Use Permit continue to be met, and particularly condition number 10, requiring that all facilities use a design that integrates the equipment into the architectural features of the building so it is not readily apparent to the general public. The new antenna shall employ painting, shrouding, or other similar disguising designs for all antenna or cable in a similar or better way than the existing antenna.

The motion was seconded by James Breneman and passed unanimously.

**PC2018-119 Site Plan Approval - Antenna Replacement  
3921 West 63<sup>rd</sup> Street**

Emily Roseberry with Selective Site Consultants representing Sprint requested approval of a revised site plan to do the following on an existing monopole wireless telecommunications installation owned by the Consolidated Fire District No. 2 of Johnson County:

- Replace 3 existing antenna (approximately 63" x 12" x 5") with 3 new antenna (approximately 38" x 20" by 7")
- Remove 3 existing RRUs (remote radio units) which are not visible from street
- Install 1 cable per antenna (approximately .5 to 1" diameter, from antenna to existing ground equipment compound behind the screening wall).

Chris Brewster stated the application meets all the requirements of the current special use permit. It does not substantially change the installation. The proposed antenna is a monopole built for multiple providers, with all equipment internal to the pole and shroud structure. The application is consistent with the existing antenna on the tower, and will not visibly increase the intensity of the installation when viewed from the streetscapes or adjacent properties. A structural report dated August 2, 2018 analyzing the existing facilities and effect of the proposal, and found that the existing structures are adequate as proposed. The application must comply with all 23 conditions of the existing special use permit. The staff report provided an analysis of the criteria for site plan approval.

Gregory Wolf moved the Planning Commission find the criteria for site plan approval have been met and moved the Planning Commission approve the proposed site plan (PC2018-119) for 3921 West 63<sup>rd</sup> Street subject to the following conditions:

1. That the additional antenna be installed as shown on the proposed site plan.
2. That all conditions of the most recent renewal of the special use permit continue to be met, and particularly condition number 13, requiring that all facilities be installed internal to the tower and shroud.

The motion was seconded by Jonathan Birkel and passed unanimously.

#### **NEXT MEETING**

One application has been submitted for site plan approval for antenna replacement at 7700 Mission Road by AT&T for the October 2<sup>nd</sup> meeting.

#### **ADJOURNMENT**

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 10:25 p.m.

Nancy Wallerstein  
Chairman



**MAYOR'S ANNOUNCEMENTS**  
**Monday, October 1, 2018**

**Committee meetings scheduled for the next two weeks include:**

Planning Commission	10/02/2018	7:00 p.m.
Tree Board	10/03/2018	6:00 p.m.
Arts Council	10/10/2018	5:30 p.m.
Park & Recreation Committee	10/10/2018	6:30 p.m.
City Council	10/15/2018	6:00 p.m.

=====  
The Prairie Village Arts Council is pleased to feature the 2018 State of the Arts exhibit in the R.G. Endres Gallery during the month of October. The artist reception will be held from 6 to 8 p.m. on Friday, October 12, 2018 with awards being presented at 7:15.

This week is the 34<sup>th</sup> Annual Prairie Village Peanut Butter Week in support of Harvesters Food Bank. Support the drive through donations at City Hall or at your local school or church.

Wednesday, October 3<sup>rd</sup>, the Prairie Village Recycling Committee will host a forum focused on environmental issues for mayoral candidates Erick Mikkelson and Serena Schermoly, moderated by Jay Senter. The event will be held from 7 p.m. to 8 p.m. in the City Council Chambers.

Mark your calendars for the Kansas League of Municipalities Annual Conference Saturday, October 6<sup>th</sup> to Monday, October 8<sup>th</sup> in Topeka.

Mark your calendars for the Shawnee Mission Educational Foundation Breakfast on Thursday, October 11<sup>th</sup> at 7 a.m. at the Overland Park Convention Center. RSVP to Meghan by October 1<sup>st</sup>.

Mark your calendars for the Employee Appreciation event at Top Golf on Friday, October 19<sup>th</sup> from 6 to 9 p.m.

**INFORMATIONAL ITEMS**  
**October 1, 2018**

1. Planning Commission Agenda - October 2, 2018
2. Environment/Recycle Committee Minutes - August 22, 2018
3. Mark Your Calendar

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
TUESDAY, OCTOBER 2, 2018  
7700 MISSION ROAD  
COUNCIL CHAMBERS  
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - September 11, 2018
- III. PUBLIC HEARINGS
- IV. NON-PUBLIC HEARINGS  
PC2018-120      Site Plan Approval - Antenna Replacement  
7700 Mission Road  
Zoning: R-1a  
Applicant: Emily Roseberry with SSC, representing Sprint
- V. OTHER BUSINESS  
Discussion of proposed changes to Sign Ordinance
- VI. ADJOURNMENT

Plans available at City Hall if applicable  
If you cannot be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

**\*Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

## PRAIRIE VILLAGE ENVIRONMENT AND RECYCLING COMMITTEE

22 August 2018/ 5:30 p.m.

### ATTENDEES

Sheila Myers  
SueAnn Heim  
Margaret Thomas  
Alley Porter  
Magda Born  
Thomas O'Brien  
Nathan Kovach  
Penny Mahon  
Richard Dalton  
Lori Froeschl  
Stephanie Alger

### AGENDA

- I. Call to Order
- II. Welcome Nathan Kovach as a new member
- III. Approval of 7/25/18 Minutes
- IV. Staff Report
  - a. Republic is coming to talk to city council meeting on Sept 17<sup>th</sup> if anyone is interested in sitting in.
  - b. Joint meeting with Overland park possibly Sept 27<sup>th</sup> or Sept 24<sup>th</sup>.
- V. Chair Report
- VI. Recycle Fair
  - a. Sheila introduced Jim Twigg from Overland Park environmental committee. Jim talked about the upcoming Oct 27<sup>th</sup> Recycle fair. Prairie Village and Leawood will be partners in putting this on. It will be at Black and Veatch 11401 Lamar Overland Park KS
  - b. He asked for volunteers. Sheila to send out link to volunteer.
  - c. We will use social media/website to get the word out for people to attend (we missed the deadline for the Village Voice). Jim has flyers that will be available to us.
- VII. Recycle Bins for Pool
  - a. It will cost approximately \$1500 for 4 recycle bins for the pool. Committee voted and passed the motion to purchase and install.
- VIII. Water Bottle refill station at Pool
  - a. Ally will look into how much it would cost to purchase this.
- IX. Mayoral Candidate Forum

- a. The one environmental question for the general forum for Mayoral candidates and County commissioners should be something like “What do you see as the most important environmental issue facing Prairie Village and how should it be addressed”
  - b. Penny asked Jay to facilitate a environmental forum for the Mayoral candidates. Jay is willing to facilitate. Sheila will contact candidates on their interest.
- X. Earth Fair
- a. Nathan worked with SM East and consultant on possible dates for Earth Fair. May 4<sup>th</sup> was the date they landed on.
  - b. Margaret Thomas (past member, visitor) updated the group on the history of Earth Fair in Prairie Village. She had noticed the decline in enthusiasm by the high school kids and PV residence in the past several years.
  - c. Lori asked the question if this was where we wanted to spend our time/energy given the declining attendance / true environmental impact/ cost/ and effort
  - d. The committee voted to not proceed with Earth Fair this year.
- XI. Environmental Survey
- a. Stephanie will create and send a survey monkey to the committee members to help in prioritizing all environmental issues. All committee members are to give input to additional questions or change of questions. Once fine-tuned, the survey will be sent to the city council for their input.
  - b. This will help us develop a list of environmental priorities for the committee.
- XII. Stickers for Trash Cans
- a. Nathan looked into the cost of waterproof stickers for all 9000 families to put on the recycle trash container for clarity. Cost of the stickers is \$1800 not including the printing cost.
  - b. Sheila to talk to republic about the recycle list when at the council meeting.
- XIII. Next Meeting (9/26)

**Council Members  
Mark Your Calendars  
October 1, 2018**

<b>October, 2018</b>	<b>“State of the Arts” Exhibit in the R.G. Endres Gallery</b>
October 1	City Council Meeting
October 1 - 5	Peanut Butter Week
October 3	Environment/Recycle Committees hosts a mayoral forum on environmental issues from 7 to 8 p.m. in the Council Chambers
October 6 -8	LKM Annual Conference - Topeka, KS
October 11	Shawnee Mission Education Foundation Breakfast - 7 a.m. Overland Park Convention Center
October 12	State of the Arts Reception, 6:00 p.m. - 8:00 p.m.
October 15	City Council Meeting
October 19	Employee Appreciation Event - Top Golf 6 - 9 p.m.
<b>November, 2018</b>	<b>Mixed Media Exhibit in the R.G. Endres Gallery featuring Lana Cease and Eileen Flink</b>
November 5	City Council Meeting
November 7 - 10	National League of Cities Conference - Los Angeles, California
November 14	Veteran’s Day - City offices closed
November 19	City Council Meeting
November 22	Thanksgiving - City offices closed
November 23	Holiday - City offices closed