

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, June 17, 2019  
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. PRESENTATIONS**

Swearing in ceremony for Officers

**VII. PUBLIC PARTICIPATION**

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

**VIII. 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. Approval of regular City Council meeting minutes - June 3, 2019
2. Consider approval of revisions to CP001 - City Committees
3. Consider reappointment of City Municipal Judges and Prosecutor
4. Consider reappointment of City Treasurer
5. Consider Appointment to the Arts Council

**IX. COMMITTEE REPORTS**

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

Consider the historical marker at Wassmer Park  
Melissa Prenger

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

Discussion of the final 2018 city-wide traffic study  
Keith Bredehoeft

Consider Enterprise fleet management lease program for City  
vehicles  
Keith Bredehoeft

Discussion on proposed zoning regulation changes  
Jamie Robichaud

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  
JUNE 3, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 3, 2019, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Council Members in attendance: Jori Nelson, Serena Schermoly, Ron Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Ted Odell. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Alley Porter, Assistant City Administrator; Lisa Santa Maria, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Ron Nelson made a motion to approve the agenda for May 20, 2019. The motion passed unanimously.

**INTRODUCTION OF STUDENTS & SCOUTS**

No students or scouts were in attendance.

**PRESENTATIONS**

**Proclamation: National Gun Violence Awareness Day**

Mayor Mikkelson read a proclamation designating June 7, 2019 as “National Gun Violence Awareness Day”.

**Legislative update - Sen. Bollier, Rep. Clayton, Rep. Stogsdill and Rep. Xu**

State Legislators representing the City provided a brief recap of the 2019 legislative session, giving updates on the following items:

- Medicaid expansion
- Non-discrimination
- School funding
- Tax lid legislation
- State budget
- Environmental issues



### **Presentation of 2018 audit - Berberich, Trahan & Company, P.A.**

Representatives from the firm presented audit results, noting that they would be issuing an “unmodified audit opinion”, which is the best result a City can receive.

### **PUBLIC PARTICIPATION**

Brian Nelson, 3332 N. 83<sup>rd</sup> Street, Kansas City, Kansas, spoke on behalf of Georgia Pratt, and shared his concern about her being denied a membership to the Prairie Village swimming pool. He asked that the Council have her suspension lifted.

Georgia Pratt, 136 Main Street, Kansas City, Missouri, also requested that her membership be reinstated.

### **CONSENT AGENDA**

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion.

1. Approval of the regular City Council meeting minutes - May 20, 2019
2. City planning consultant contract renewal

Mrs. Myers asked to remove item #1 for discussion. She asked why she was marked “present” on the attendance roll call in the minutes when she was late to the meeting on May 20<sup>th</sup>. Mr. Geffert advised that he was following the process set by the previous City Clerk, but could change that process if desired by Council. No amendment was proposed.

**Mr. Nelson made a motion to approve item #1 from the consent agenda. The motion was seconded by Mrs. Myers, and passed unanimously.**

Mrs. Schermoly asked to remove item #2 for discussion, stating that policy dictated that contracts over \$2,000.00 required the City to go out for bid. She noted that the last time the City Planning contract went out for bid was in 2015, and asked why it was not being done again. Mrs. Robichaud said that for professional services contracts such as this, the contracted agency provides staff that act much like a city employee. Not only does the current planner have expertise in zoning law, but also institutional and historical knowledge of the City itself. Mrs. Robichaud added that the original agreement was for a period of three years, which automatically renews each year unless either party opts out.

Ms. Nelson asked why there had been an increase of \$11,000 in billing charges from Gould Evans over the past two years. Mrs. Robichaud said the difference was due to the number of hours spent working on projects, and the neighborhood design standards had a significant impact on how much the city spent on planning consulting in 2018. She also





noted that, per the contract, Gould Evans has had the right to raise its hourly rate each year but had declined to do so since the beginning of the contract in 2015.

**Mr. Nelson made a motion to approve item #2 from the consent agenda. The motion was seconded by Mrs. Myers, and passed unanimously.**

### **COMMITTEE REPORTS**

There were no committee reports to come before the City Council.

### **MAYOR'S REPORT**

Mayor Mikkelson reported the following:

- The Mayor attended a Public Works recognition lunch during Public Works Week. Councilmembers Runion and Myers were also in attendance.
- The Shawnee Mission East boys golf team was recognized for winning the state championship.
- The Meadowbrook Events Center opening, hosted by the Johnson County Parks and Recreation District, took place the prior week. Many Councilmembers and staff attended.
- The Mayor, along with staff, attended a Northeast Johnson County Legislative Breakfast.
- During the week of June 17<sup>th</sup>, ground will be broken for the installation of electric vehicle charging stations at the Prairie Village shops. Charging stations are currently installed at the Meadowbrook Events Center.
- The annual Prairie Village Art Fair took place Friday, May 31<sup>st</sup> through Sunday, June 2<sup>nd</sup>.
- The Mayor was invited by the Planning Commission to attend a planning session for Village Vision 2.0. The framework of the plan is in the development stage.
- The Mayor shared his thoughts about the budget discussion from the previous Council meeting.

### **STAFF REPORTS**

#### **Public Safety**

- Chief Schwartzkopf stated that a Johnson County Mental Health Co-Responder would soon be hired. This resource will be shared with the City of Leawood.
- Major Roberson participated in a community panel forum hosted by the Johnson County chapter of the NAACP about reaching out to young adults.

#### **Public Works**

- Keith Bredehoeft said that Public Works had received a request from Leavenworth County to assist with cleaning up the damage caused by recent tornadoes. One staff member will be on-hand to help the week of June 3<sup>rd</sup>.



- Two new maintenance workers were hired the previous week, and the department is once again fully staffed.
- Mr. Poling asked about the intersection at Mission Road and Tomahawk Road, noting that some crosswalk bricks were loose. Mr. Bredehoeft stated that Public Works would inspect the area, and noted that the crosswalks were on the schedule to be repaired in the next few years.
- Mrs. Morehead reported sidewalk issues near 82<sup>nd</sup> and Granada Road.

#### **Administration**

- Mrs. Robichaud shared that Vince Rodriguez was hired as a Code Enforcement Officer, and will begin on June 17<sup>th</sup>. Mr. Rodriguez was promoted from his previous role as an Animal Control Officer.

Mrs. Robichaud also noted that the Planning Commission is continuing to work on the Comprehensive Plan as well as zoning updates.

- Wes Jordan stated that the audio system in the Council Chambers still needed some modifications to improve sound quality.

Mr. Jordan also spoke to the roll call attendance question previously discussed during the approval of the consent agenda, stating that it can be changed if the Council prefers.

Lastly, Mr. Jordan shared that the contract City Planner, Chris Brewster of Gould Evans, was both an attorney and planner, which was a valuable combination when working through zoning regulations.

#### **OLD BUSINESS**

Serena Schermoly noted that Kansas City, Kansas overturned its dog breed-specific pit bull ban, and suggested that the City look at the issue again.

#### **NEW BUSINESS**

**COU2019-30      Ratify the Mayor's reappointment of Tim Schwartzkopf to serve as Chief of Police**

Mayor Mikkelson asked Council to ratify the reappointment of Tim Schwartzkopf to serve as Chief of Police.

**Mrs. Morehead moved that the City Council ratify the reappointment of Tim Schwartzkopf as Chief of Police. The motion was seconded by Mr. Nelson, and passed unanimously.**

**COU2019-31      Ratify the Mayor's reappointment of Keith Bredehoeft to serve as Public Works Director**



Mayor Mikkelson asked Council to ratify the reappointment of Keith Bredehoeft to serve as Public Works Director.

**Mr. Nelson moved the City Council ratify the reappointment of Keith Bredehoeft as Public Works Director. The motion was seconded by Mrs. Myers, and passed unanimously.**

**COU2019-32            Consider approval of contract with Kansas Heavy Construction for the 2019 Concrete Repair Program**

Mr. Bredehoeft stated that both contracts were part of the street maintenance projects related to concrete and asphalt repair. Three bids were received for the concrete repair project, with Kansas Heavy Construction being the lowest, at \$692,516.00. Work will be performed in areas between 67<sup>th</sup> Street and 71<sup>st</sup> Street, Nall Avenue to Mission Road. Funding is available through the Capital Infrastructure Program.

**Mrs. Myers made a motion to approve COU2019-32 as presented. The motion was seconded by Mrs. Morehead and passed unanimously.**

**COU2019-33            Consider approval of contract with Advanced Asphalt Paving and Concrete for the 2019 Street Repair Program**

Mr. Bredehoeft stated that four bids were received for the asphalt repair project, with Advanced Asphalt Paving and Concrete being the lowest, at \$138,275.00. Work will be performed in areas throughout the city. \$150,000.00 was budgeted for the project, so locations of repairs will be increased to use the full amount. Funding is available through the 2019 Operations Fund.

**Mr. Poling made a motion to approve COU2019-33 as presented. The motion was seconded by Mrs. Myers and passed unanimously.**

**Mrs. Myers made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Nelson and passed unanimously.**

**COUNCIL COMMITTEE OF THE WHOLE**  
**Council Policy 001 update**

Mrs. Porter reported that updates were made to CP001 in March 2018, which included adding a council member as Chair and Vice Chair to both the Arts Council and Environmental Committee. Now that they have had over a year to evaluate, staff recommended further changes. One recommendation would be to permit staff to attend



meetings at their own discretion rather than as a requirement. Further, administrative tasks would be handled by committee members rather than staff, and would require approval from the Chair, Vice-Chair or City Administration if staff assistance is needed on any tasks.

Mrs. Porter added that the Mayor, staff and the Chair and Vice-Chair of each committee make recommendations for appointments. With Councilmembers and a staff member assigned to each committee evaluating and recommending appointments to the Mayor, it is more efficient to include appointment materials in Council agenda packets rather than send out a week in advance. Additionally, staff is recommending that it no longer be required to forward all applications to City Council, but instead have them available upon request.

Lastly, slight modifications were made to the Tree Board section to match Ordinance 13-301, which established the Tree Board. The modification would give the Councilmember appointed to the Tree Board the ability to vote.

Mrs. Schermoly shared her concern that committee applicants would not receive a response without Councilmembers being aware that someone from their ward had applied. Mrs. Porter stated that applications are forwarded to the City Clerk, and that an automatic response is generated and sent to the applicant. In addition, staff contacts all applicants if they are not chosen to be appointed or if there are no current vacancies once all the spots have been filled.

Mr. Poling suggested that a revised version be drafted and presented to Council that ensures staff continues to provide applications to Councilmembers.

**All voted in favor of permitting staff to attend meetings at their own discretion and to bring the policy back to City Council, but to continue the requirement of having all applications forwarded to City Council.**

### **Preliminary 2020 budget**

Since the Council voted at the last meeting to keep the mill levy at its current level for 2020 and not reduce by one mill, Mr. Jordan stated that staff was seeking clarity and a recommendation of where to allocate the additional property tax revenue. He added that dollars could be added to the general fund or the building reserve account, and then moved to a different account at a later date. Mr. Runion stated he was in favor of the approach since it didn't bind the Council into using the funds for a specific purpose.

**Mr. Odell made a motion to put the additional mill levy funds not included in the original budget into the general fund. The motion was seconded by Mr. Poling.**

**Mrs. Schermoly amended the motion, requesting that the funds be added to the Public Works budget to better address infrastructure and street repair. The motion was seconded by Mr. Nelson.**



Mr. Poling stated that putting the money into the general fund at this time would still allow it to be used for Public Works projects in the future. Mr. Odell agreed, stating discussion could be held in the future to determine how the funds are used.

**The amended motion failed by a vote of 1-9, with Mrs. McFadden being the only Councilmember in support.**

**The original motion passed by a vote of 9-1, with Mrs. Myers in opposition.**

### **New Business**

There was no new business to come before the Council Committee of the Whole.

**Mrs. Myers moved the City Council end the Council Committee of the Whole portion of the meeting. Mrs. Morehead seconded the motion which passed unanimously.**

### **ANNOUNCEMENTS**

Announcements were included in the Council packet.

### **ADJOURNMENT**

With no further business to come before the City Council, Mayor Mikkelson declared the meeting adjourned at 8:29 p.m.

Adam Geffert  
City Clerk



## ADMINISTRATION

Council Committee Date: June 3, 2019  
City Council Meeting Date: June 17, 2019  
CONSENT AGENDA

### Consider approval of revisions to CP001 - City Committees

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#### RECOMMENDATION

Staff recommends approval of revisions to Council Policy 001 - City Committees.

#### BACKGROUND

Based off feedback from the June 3 City Council meeting, staff made the following revisions to the CP001:

1. Staff will attend meetings at their own discretion;
2. Committee members will have responsibility for a majority of administrative tasks and cannot delegate to City staff without approval from the Chair, Vice-Chair, or City Administration;
3. Recommended appointments will be included in the agenda packet prior to the Council meeting;
4. Appointments will typically be presented and voted on at a City Council meeting in March; and
5. Modifications to the Tree Board section to match the ordinance establishing Tree Board

Staff did not eliminate forwarding all applications to City Council, but specified the materials would be sent once the application period has closed.

#### ATTACHMENTS

CP001 - City Committees Redline

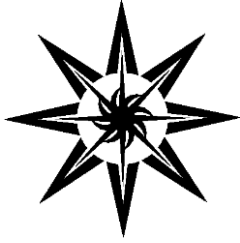
CP001 - City Committees Amended

#### PREPARED BY

Alley Porter

Assistant City Administrator

Date: June 13, 2019



City Council Policy: CP001 - City Committees

Effective Date: ~~November 5, 2018~~ June 17, 2019

Amends: CP001 - dated ~~March~~ November 5, 2018

Approved By: Governing Body

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## I. PURPOSE

To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

## II. RESPONSIBILITY

- a. Except as otherwise provided herein, the Mayor, with the consent of the City Council, will be responsible for appointing members to serve on the committees established by this policy.
- b. The Mayor will appoint a City Council Member to serve as Committee Chair and a City Council Member to serve as Vice-Chair for the Parks and Recreation Committee, Environmental Committee, Prairie Village Arts Council, Insurance Committee, and Finance Committee. Both Council Members will be voting members.
- c. The Mayor will appoint a City Council Member to serve as a voting member of the Police Pension Board of Trustees without the consent of the City Council, and will appoint one additional voting member to the Police Pension Board of Trustees, with the consent of the City Council.
- ~~e.d.~~ The Mayor will appoint a City Council Member to serve as a voting member of the Tree Board without the consent of the City Council.
- ~~d.e.~~ The Mayor will appoint a City Council Member as a nonvoting "Council Liaison" to the VillageFest Committee, and JazzFest Committee, ~~and Tree Board.~~
- ~~e.f.~~ The Mayor will appoint a City Council Member as a "Council Liaison" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- ~~f.g.~~ Vacancies will be filled for the unexpired term by appointment by the Mayor with the consent of the City Council, where applicable.
- ~~g.h.~~ Each Council Member, Committee Chair, and Council Liaison (except Council Liaison to the Planning Commission/Board of Zoning Appeals) will set direction, attend meetings, communicate the Governing Body's direction, priorities, and policies, prepare committee budget, in consultation with City staff, manage city resource requests, including the budget and staff time, and report back any necessary information and recommendations to and from the City Council.
- ~~i.~~ City staff will ~~attend meetings, when necessary, and will~~ be responsible for publicizing meeting notices, providing budget and policy oversight, and assisting with committee objectives, as needed. The will attend meetings at their discretion. Committees will normally be responsible for taking their own minutes and submitting them to the Staff Liaison, once approved by the Committee.
- ~~h.j.~~ Committee members will have responsibility for a majority of administrative tasks and cannot delegate to City staff without prior approval from the Committee Chair, Vice-Chair, or City Administration.
- ~~i.k.~~ All committee meetings, including subcommittee meetings and special meetings, are considered open meetings if a quorum is present, as defined by Kansas Open Meetings Act.
- ~~j.l.~~ Committee meetings will be held on public property unless permission is granted from

the Mayor and Committee Chair. The Committee Chair and/or Vice-Chair must be present at the business meetings.

### III APPOINTMENT PROCESS

- a. The following process is outlined as a guide for committee appointments. Minor adjustments may be made by the Mayor and City Administrator.
- b. Advertise opportunities in October and November in the Village Voice, City website, news release, etc.
- c. Applications are due by December 1; online applications preferred. All **applications materials** will be sent to the City Council once the application period has closed.
- d. Committee Chair Council Liaison and City staff representative discuss incumbents, attendance and contributions to the committee along with applications and vacancies, and may interview candidates. The Committee Chair and Council Liaison for each committee, except the Planning Commission/Board of Zoning Appeals, will recommend appointments to the Mayor.
- e. For Planning Commission/Board of Zoning Appeals, the selection committee will consist of the Mayor, Planning Commission Council Liaison, ~~Assistant~~ Deputy City Administrator, Planning Consultant, and Council President. The selection committee will recommend appointments to the Mayor.
- f. Mayor will make the final determination of recommended appointees for all committees.
- g. ~~Mayor will forward the applications for the recommended appointees to the City Council at least one week prior to the City Council meeting, at which the recommended appointments will be considered. This will provide council members additional time to review the applications prior to the recommendation being included in the agenda packet. Recommended appointments will be included in the agenda packet prior to the Council meetings.~~
- h. Mayoral appointment of Council members to serve on committees, as directed by this policy, will typically become effective ~~the second meeting in February~~ in March.
- i. Applicants who are not selected or approved will be notified by City administration.
- j. Appointments will typically be presented and voted on ~~by the second City Council meeting in February~~ at a City Council meeting in March.
- k. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in October and November will be first considered, and vacant positions will be re-advertised, if needed.
- l. All appointed Committee Members and non-appointed Volunteers must sign a liability and photo waiver prior to serving on a Committee or volunteering for the City.

### V. REMOVAL PROCESS

The following process is outlined as a guide for the removal of a committee member. This does not apply to the members of the Planning Commission, whose removal is governed by Ord. 1901; PVMC 16, Article 1 and the adopted bylaws of the Planning Commission.

Appointees serve at the pleasure of the Governing Body. A committee member may be removed prior to the expiration of his or her term by the recommendation of the Council Liaison and City Administrator, with final approval by the Mayor. All committee members are expected to attend meetings and are subject to the City's ethics code. This removal process applies to appointed committee members and non-appointed committee volunteers.

### VI. COMMITTEE GUIDELINES

- a. Length of Terms - All committee terms will be two years, except for Planning Commission, ~~and~~ Civil Service Commission, ~~and Tree Board~~, who, by code, serve for three years, and Committee Chairs, Council Liaisons, and youth representatives, who serve for a one-year term.. All committee members and youth representatives will serve



- without compensation.
- b. Attendance - All committee members must attend 75% of meetings held in a calendar year. A member who does not meet attendance requirements may be subject to removal prior to the end of the appointed term. Members who are unable to attend a meeting must notify the Committee Chair or Staff Liaison in advance to ensure a quorum will be present.
  - c. City Operation Committees include the Insurance Committee, Police Pension Board/Employee Retirement Committee, Finance Committee, Tree Board, Parks and Recreation Committee, and the Civil Service Commission.
  - d. Event Committees include the JazzFest Committee and the VillageFest Committee, which are responsible for specific city-sponsored events.
  - e. Lifestyle Committees include the Environmental Committee and the Arts Council.
  - f. Statutory Committees include the Planning Commission, Board of Zoning Appeals, and the Board of Code Appeals as required by Kansas Statutes.
  - g. Committee Resources - City Council reviews and approves the committee budget each year. No committee is allowed to lend or transfer given funds to another committee or another organization without staff approval except The Prairie Village Foundation. The committee budget is for specific items or events, which are the responsibility of that committee. If additional funds are needed, committee representatives must make a request to the City Council. No committee may use its funds to contribute funding support to another organization outside of required membership dues without specific City Council approval.
  - h. If a committee desires additional staff time for an event, initiative, or program, that request will be communicated to the City Administrator through the Committee Chair or Council Liaison. Any significant new program or proposal that requires staff time or additional funding will need to come before the City Council to determine if and where it fits on the priority list and obtain City Council approval before the committee may proceed.
  - i. Special meetings may be called by the Committee Chair, with approval of the Mayor, along with required public notification.
  - j. A quorum for each committee is a majority of the then sitting, voting members of each committee.
  - k. Notice of all meetings must be posted on the City's website.

## **POLICY**

There are established public committees with the following requirements for membership, meetings and duties:

### **1. Insurance Committee**

- a. The Insurance Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. The Mayor, with the consent of the City Council, appoints three other voting members who have an insurance background.
- b. The Insurance Committee will meet during the day as needed and adjourn no later than 6:00 p.m.
- c. The Insurance Committee will monitor and discuss insurance issues relating to the City and recommend insurance bid award, when applicable.

### **2. Police Pension Board of Trustees/Employee Retirement Board**

- a) The Police Pension Board of Trustees/Employee Retirement Board will consist of three voting members. One member will be a council member who is appointed by the Mayor, without the consent of the City Council. One member will be appointed by the Mayor, with the consent of the City Council. One voting member will be designated by the Police Department employees, with a term of service until the appointment of successor.

- b) The Police Pension Board of Trustees/Employee Retirement Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Board has the powers and duties as designated in the Prairie Village, Kansas Police Department Revised Retirement Plan.

### 3. Finance Committee

- a) The Finance Committee will consist of six voting members, including a Chair and Vice-Chair, who are City Council Members, appointed by the Mayor without the consent of the City Council.
- b) The Finance Committee will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Finance Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body, including but not limited to, management of financial resources, financial/investment policies and provide direction and guidance to staff on financial issues.

### 4. Tree Board

- a) The Tree Board will consist of ~~nine~~ eight voting members appointed by the Mayor with the consent of the City Council, ~~which includes a Chair elected by the Committee at least every two years.~~ A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as ~~the non-voting Council Liaison~~ a voting member. All voting members are appointed by the Mayor with the consent of the City Council.
- b) The Tree Board will normally meet ~~bi-monthly, as needed,~~ at 6:00 p.m. six times per year.
- c) The Tree Board will study, investigate, assess, counsel and recommend to the Governing Body, and as directed by the Governing Body, a policy relating to trees, shrubs and other plantings upon city-owned property; to promote and preserve the beautification of the City; to provide the protection of the public health and safety; and to protect and encourage the preservation of trees, shrubs and plantings. (Ord. 1911, & 2075)

### 5. Parks and Recreation Committee

- a. The Parks & Recreation Committee will consist of voting members who serve as Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Parks & Recreation Committee will normally meet at 6:30 p.m. six times per year.
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body, and as directed by the Governing Body, including, but not limited to, recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system. (Ord. 1541 & 1875)

### 6. Police Civil Service Commission

- a. The Police Civil Service Commission will consist of five voting members appointed by the Mayor with the consent of the City Council. A Chair will be designated by the Mayor, without the consent of the City Council. Members will not hold any other public office of the City.
- b. The Civil Service Commission will meet as needed and adjourn no later than 6:00 p.m.
- c. The Civil Service Commission responsibilities, as established in PVMC 1-807 & 1-

808, including, but not limited to, assisting in determining qualifications and fitness of applicants for the position of commissioned police officer, for promotion of officers; and further will serve as an appeals board for commissioned officers. (Ord. 1468 & 1614)

**7. JazzFest**

- a) The JazzFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The JazzFest Committee will meet at 5:30 p.m. as needed.
- c) The JazzFest Committee will coordinate and host the annual JazzFest event.

**8. VillageFest**

- a) The VillageFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The VillageFest Committee will meet at 5:30 p.m. as needed.
- c) The VillageFest Committee will coordinate and host the annual VillageFest event.

**9. Prairie Village Arts Council**

- a) The Prairie Village Arts Council will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members appointed by the Mayor, with consent of the City Council, will also serve on the Committee. There may be two non-voting youth representatives.
- b) The Prairie Village Arts Council will meet at 5:30 p.m. each month, as needed.
- c) The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body, including, but not limited to, promotion and development of the arts in Prairie Village and development of cultural activities for the city.

**10. Environmental Committee**

- a. The Environmental Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members shall be appointed by the Mayor, with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Environmental Committee will normally meet at 5:30 p.m. every other month.
- c. The Environmental Committee will implement policies and activities as directed by the Governing Body, including, but not limited to, maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

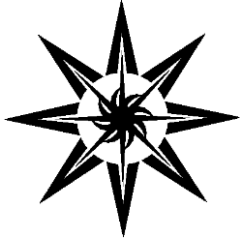
**11. Planning Commission/Board of Code & Zoning Appeals**

- a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within three (3) miles of Prairie Village. Preference will be given to Prairie Village residents. All voting members are appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected once per year by the Commission, with different leadership elected for the Board of Code & Zoning Appeals. The term of appointment on the committee will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend meetings as a nonmember observer.

- b. The Planning Commission will meet on the First Tuesday of the month at 7 p.m. The Board of Code & Zoning Appeals will meet as needed at 6:30 p.m. on the First Tuesday of the month.
- c. The duties of the Planning Commission are described in PVMC Chapter XVI covering such responsibilities as Comprehensive Plan, subdivision & zoning regulations, approval of plats. (Ord. 1901; PVMC 16, Article 1 and their adopted bylaws). The duties of the Board of Zoning Appeals are described in PVMC 19.54 covering the hearing of requests for variances to the zoning regulations and appeals of an interpretation of the zoning regulations (Ord. 1409; PVMC 19.54).

**12. Ad Hoc Committee**

- a. The Mayor will appoint a voting Chair and voting members to serve on Ad Hoc Committees, as needed, and without the consent of the City Council. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chair of the committee. These committees will continue to meet as long as necessary, but will not be considered permanent committees.
- b. The Committee will discuss issues as requested by the Mayor and/or the Governing Body. Ad Hoc Committees will be established by the Mayor to discuss a particular subject and make recommendations related to the subject matter to the Mayor and Council.



**City Council Policy: CP001 - City Committees**

**Effective Date: June 17, 2019**

**Amends: CP001 - dated November 5, 2018**

**Approved By: Governing Body**

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**I. PURPOSE**

To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

**II. RESPONSIBILITY**

- a. Except as otherwise provided herein, the Mayor, with the consent of the City Council, will be responsible for appointing members to serve on the committees established by this policy.
- b. The Mayor will appoint a City Council Member to serve as Committee Chair and a City Council Member to serve as Vice-Chair for the Parks and Recreation Committee, Environmental Committee, Prairie Village Arts Council, Insurance Committee, and Finance Committee. Both Council Members will be voting members.
- c. The Mayor will appoint a City Council Member to serve as a voting member of the Police Pension Board of Trustees without the consent of the City Council, and will appoint one additional voting member to the Police Pension Board of Trustees, with the consent of the City Council.
- d. The Mayor will appoint a City Council Member to serve as a voting member of the Tree Board without the consent of the City Council.
- e. The Mayor will appoint a City Council Member as a nonvoting "Council Liaison" to the VillageFest Committee and JazzFest Committee.
- f. The Mayor will appoint a City Council Member as a "Council Liaison" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- g. Vacancies will be filled for the unexpired term by appointment by the Mayor with the consent of the City Council, where applicable.
- h. Each Council Member, Committee Chair, and Council Liaison (except Council Liaison to the Planning Commission/Board of Zoning Appeals) will set direction, attend meetings, communicate the Governing Body's direction, priorities, and policies, prepare committee budget, in consultation with City staff, manage city resource requests, including the budget and staff time, and report back any necessary information and recommendations to and from the City Council.
- i. City staff will be responsible for publicizing meeting notices, providing budget and policy oversight, and assisting with committee objectives, as needed. They will attend meetings at their discretion. Committees will normally be responsible for taking their own minutes and submitting them to the Staff Liaison, once approved by the Committee.
- j. Committee members will have responsibility for a majority of administrative tasks and cannot delegate to City staff without prior approval from the Committee Chair, Vice-Chair, or City Administration.
- k. All committee meetings, including subcommittee meetings and special meetings, are considered open meetings if a quorum is present, as defined by Kansas Open Meetings Act.
- l. Committee meetings will be held on public property unless permission is granted from the Mayor and Committee Chair. The Committee Chair and/or Vice-Chair must be

present at the business meetings.

### **III APPOINTMENT PROCESS**

- a. The following process is outlined as a guide for committee appointments. Minor adjustments may be made by the Mayor and City Administrator.
- b. Advertise opportunities in October and November in the Village Voice, City website, news release, etc.
- c. Applications are due by December 1; online applications preferred. All materials will be sent to the City Council once the application period has closed.
- d. Committee Chair Council Liaison and City staff representative discuss incumbents, attendance and contributions to the committee along with applications and vacancies, and may interview candidates. The Committee Chair and Council Liaison for each committee, except the Planning Commission/Board of Zoning Appeals, will recommend appointments to the Mayor.
- e. For Planning Commission/Board of Zoning Appeals, the selection committee will consist of the Mayor, Planning Commission Council Liaison, Deputy City Administrator, Planning Consultant, and Council President. The selection committee will recommend appointments to the Mayor.
- f. Mayor will make the final determination of recommended appointees for all committees.
- g. Recommended appointments will be included in the agenda packet prior to the Council meetings.
- h. Mayoral appointment of Council members to serve on committees, as directed by this policy, will typically become effective in March.
- i. Applicants who are not selected or approved will be notified by City administration.
- j. Appointments will typically be presented and voted on at a City Council meeting in March.
- k. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in October and November will be first considered, and vacant positions will be re-advertised, if needed.
- l. All appointed Committee Members and non-appointed Volunteers must sign a liability and photo waiver prior to serving on a Committee or volunteering for the City.

### **V. REMOVAL PROCESS**

The following process is outlined as a guide for the removal of a committee member. This does not apply to the members of the Planning Commission, whose removal is governed by Ord. 1901; PVMC 16, Article 1 and the adopted bylaws of the Planning Commission.

Appointees serve at the pleasure of the Governing Body. A committee member may be removed prior to the expiration of his or her term by the recommendation of the Council Liaison and City Administrator, with final approval by the Mayor. All committee members are expected to attend meetings and are subject to the City's ethics code. This removal process applies to appointed committee members and non-appointed committee volunteers.

### **VI. COMMITTEE GUIDELINES**

- a. Length of Terms - All committee terms will be two years, except for Planning Commission, Civil Service Commission, and Tree Board, who, by code, serve for three years, and Committee Chairs, Council Liaisons, and youth representatives, who serve for a one-year term. All committee members and youth representatives will serve without compensation.
- b. Attendance - All committee members must attend 75% of meetings held in a calendar year. A member who does not meet attendance requirements may be subject to removal prior to the end of the appointed term. Members who are unable to attend a

meeting must notify the Committee Chair or Staff Liaison in advance to ensure a quorum will be present.

- c. City Operation Committees include the Insurance Committee, Police Pension Board/Employee Retirement Committee, Finance Committee, Tree Board, Parks and Recreation Committee, and the Civil Service Commission.
- d. Event Committees include the JazzFest Committee and the VillageFest Committee, which are responsible for specific city-sponsored events.
- e. Lifestyle Committees include the Environmental Committee and the Arts Council.
- f. Statutory Committees include the Planning Commission, Board of Zoning Appeals, and the Board of Code Appeals as required by Kansas Statutes.
- g. Committee Resources - City Council reviews and approves the committee budget each year. No committee is allowed to lend or transfer given funds to another committee or another organization without staff approval except The Prairie Village Foundation. The committee budget is for specific items or events, which are the responsibility of that committee. If additional funds are needed, committee representatives must make a request to the City Council. No committee may use its funds to contribute funding support to another organization outside of required membership dues without specific City Council approval.
- h. If a committee desires additional staff time for an event, initiative, or program, that request will be communicated to the City Administrator through the Committee Chair or Council Liaison. Any significant new program or proposal that requires staff time or additional funding will need to come before the City Council to determine if and where it fits on the priority list and obtain City Council approval before the committee may proceed.
- i. Special meetings may be called by the Committee Chair, with approval of the Mayor, along with required public notification.
- j. A quorum for each committee is a majority of the then sitting, voting members of each committee.
- k. Notice of all meetings must be posted on the City's website.

## **POLICY**

There are established public committees with the following requirements for membership, meetings and duties:

### **1. Insurance Committee**

- a. The Insurance Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. The Mayor, with the consent of the City Council, appoints three other voting members who have an insurance background.
- b. The Insurance Committee will meet during the day as needed and adjourn no later than 6:00 p.m.
- c. The Insurance Committee will monitor and discuss insurance issues relating to the City and recommend insurance bid award, when applicable.

### **2. Police Pension Board of Trustees/Employee Retirement Board**

- a) The Police Pension Board of Trustees/Employee Retirement Board will consist of three voting members. One member will be a council member who is appointed by the Mayor, without the consent of the City Council. One member will be appointed by the Mayor, with the consent of the City Council. One voting member will be designated by the Police Department employees, with a term of service until the appointment of successor.
- b) The Police Pension Board of Trustees/Employee Retirement Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Board has the powers and duties as designated in the Prairie Village, Kansas Police Department Revised Retirement Plan.



### **3. Finance Committee**

- a) The Finance Committee will consist of six voting members, including a Chair and Vice-Chair, who are City Council Members, appointed by the Mayor without the consent of the City Council.
- b) The Finance Committee will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Finance Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body, including but not limited to, management of financial resources, financial/investment policies and provide direction and guidance to staff on financial issues.

### **4. Tree Board**

- a) The Tree Board will consist of eight voting members appointed by the Mayor with the consent of the City Council. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as a voting member. All voting members are appointed by the Mayor with the consent of the City Council.
- b) The Tree Board will normally meet at 6:00 p.m. six times per year.
- c) The Tree Board will study, investigate, assess, counsel and recommend to the Governing Body, and as directed by the Governing Body, a policy relating to trees, shrubs and other plantings upon city-owned property; to promote and preserve the beautification of the City; to provide the protection of the public health and safety; and to protect and encourage the preservation of trees, shrubs and plantings. (Ord. 1911, & 2075)

### **5. Parks and Recreation Committee**

- a. The Parks & Recreation Committee will consist of voting members who serve as Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Parks & Recreation Committee will normally meet at 6:30 p.m. six times per year.
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body, and as directed by the Governing Body, including, but not limited to, recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system. (Ord. 1541 & 1875)

### **6. Police Civil Service Commission**

- a. The Police Civil Service Commission will consist of five voting members appointed by the Mayor with the consent of the City Council. A Chair will be designated by the Mayor, without the consent of the City Council. Members will not hold any other public office of the City.
- b. The Civil Service Commission will meet as needed and adjourn no later than 6:00 p.m.
- c. The Civil Service Commission responsibilities, as established in PVMC 1-807 & 1-808, including, but not limited to, assisting in determining qualifications and fitness of applicants for the position of commissioned police officer, for promotion of officers; and further will serve as an appeals board for commissioned officers. (Ord. 1468 & 1614)

## **7. JazzFest**

- a) The JazzFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The JazzFest Committee will meet at 5:30 p.m. as needed.
- c) The JazzFest Committee will coordinate and host the annual JazzFest event.

## **8. VillageFest**

- a) The VillageFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The VillageFest Committee will meet at 5:30 p.m. as needed.
- c) The VillageFest Committee will coordinate and host the annual VillageFest event.

## **9. Prairie Village Arts Council**

- a) The Prairie Village Arts Council will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members appointed by the Mayor, with consent of the City Council, will also serve on the Committee. There may be two non-voting youth representatives.
- b) The Prairie Village Arts Council will meet at 5:30 p.m. each month, as needed.
- c) The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body, including, but not limited to, promotion and development of the arts in Prairie Village and development of cultural activities for the city.

## **10. Environmental Committee**

- a. The Environmental Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members shall be appointed by the Mayor, with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Environmental Committee will normally meet at 5:30 p.m. every other month.
- c. The Environmental Committee will implement policies and activities as directed by the Governing Body, including, but not limited to, maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

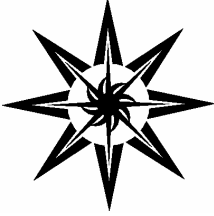
## **11. Planning Commission/Board of Code & Zoning Appeals**

- a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within three (3) miles of Prairie Village. Preference will be given to Prairie Village residents. All voting members are appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected once per year by the Commission, with different leadership elected for the Board of Code & Zoning Appeals. The term of appointment on the committee will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend

- meetings as a nonmember observer.
- b. The Planning Commission will meet on the First Tuesday of the month at 7 p.m. The Board of Code & Zoning Appeals will meet as needed at 6:30 p.m. on the First Tuesday of the month.
  - c. The duties of the Planning Commission are described in PVMC Chapter XVI covering such responsibilities as Comprehensive Plan, subdivision & zoning regulations, approval of plats. (Ord. 1901; PVMC 16, Article 1 and their adopted bylaws). The duties of the Board of Zoning Appeals are described in PVMC 19.54 covering the hearing of requests for variances to the zoning regulations and appeals of an interpretation of the zoning regulations (Ord. 1409; PVMC 19.54).

**12. Ad Hoc Committee**

- a. The Mayor will appoint a voting Chair and voting members to serve on Ad Hoc Committees, as needed, and without the consent of the City Council. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chair of the committee. These committees will continue to meet as long as necessary, but will not be considered permanent committees.
- b. The Committee will discuss issues as requested by the Mayor and/or the Governing Body. Ad Hoc Committees will be established by the Mayor to discuss a particular subject and make recommendations related to the subject matter to the Mayor and Council.



## ADMINISTRATION CONSENT AGENDA

Council Meeting Date: June 17, 2019

### Consider Reappointment of City Municipal Judges and Prosecutor

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#### RECOMMENDATION

Ratification of the Mayor's reappointment of the following City Officials:

Michelle Decicco	Municipal Judge
Karen Torline	Municipal Judge
Ashley Repp	City Prosecutor

#### BACKGROUND

Under the terms of the Municipal Code, these positions are Mayoral appointments for two-year terms. The compensation of these offices shall be fixed by agreement.

- Michelle DeCicco was appointed as Municipal Judge in January of 2016. She is a graduate of the University of Kansas and Washburn University School of Law. In addition to her private practice, she serves as Pro tem Judge and Pro tem Prosecutor for the cities of Merriam, Lenexa, Overland Park, Roeland Park, Shawnee and Miami County. The new contract includes increasing Judge DeCicco's compensation from \$425 to \$435 for arraignment dockets and from \$450 to \$460 for plea dockets. This increase is accounted for in the 2019 and 2020 budgets.
- Karen Torline was appointed as Municipal Judge in January of 2017, replacing retiring Judge M. Virginia "Jennie" Clark. She is a graduate of the Kansas State University and Kansas University School of Law. Ms. Torline currently serves as Municipal Judge for the cities of Shawnee, Roeland Park, and Edgerton. The new contract includes increasing Judge Torline's compensation from \$425 to \$435 for arraignment dockets and from \$450 to \$460 for plea dockets. This increase is accounted for in the 2019 and 2020 budgets.
- Ashley Repp was appointed as City Prosecutor in October of 2018, replacing Debra Vermillion. Ms. Repp is a graduate of University of Missouri. In addition to her private practice, she serves as the City Prosecutor for Gardner and Pro tem City Prosecutor in Shawnee and several other municipalities.. The contract includes increasing Prosecutor Repp's monthly rate from \$1,800 to \$2,000. This increase is accounted for in the 2019 and 2020 budgets.

Each of these individuals are invaluable in ensuring our municipal court operates fairly and efficiently. The compensation increases are recommended to remain competitive with what other cities pay for these same services.

#### ATTACHMENTS

Professional Services Agreement with Michelle DeCicco  
Professional Services Agreement with Karen Torline  
Professional Services Agreement with Ashley Repp

#### PREPARED BY

Deana Scott  
Court Administrator

**PROFESSIONAL SERVICES AGREEMENT  
MUNICIPAL JUDGE CONTRACT**

This MUNICIPAL JUDGE CONTRACT ("Contract"), made and entered into effective as of July 1, 2019, by and between **Michelle DeCicco** (the "Judge") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Judge and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Judge shall provide the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Judge shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Judge shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Judge is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Judge is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Judge will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Judge will retain sole and absolute discretion and judgment in the manner and means of carrying out the Judge's activities and responsibilities hereunder. The Judge agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Judge and the City, and the City will not be liable for any obligation incurred by the Judge, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Judge shall at all times hold an unrestricted license to practice law in the State of Kansas. The Judge shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Annual Training. The Judge is strongly encouraged to attend the annual

conference for municipal judges continuing legal education conference hosted by the Kansas Supreme Court Office of Judicial Administration ("OJA"). The OJA does not charge a fee to municipal judges for such attendance and also will reimburse Judge for hotel, travel and provide a per diem for food. To the extent that OJA does not cover those costs, they will be covered by the City. Judge will notify the Court Administrator of her ability annually to attend this conference.

5. Indemnification. The Judge shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Judge or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Judge to fulfill the Judge's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

6. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

7. Contract Fee. The Judge shall be compensated for the Work as set forth in Exhibit A. The Judge shall provide a monthly statement for services. The City shall promptly pay amounts due to the Judge.

8. Contract Term. The term of this Contract will be for a period commencing on July 1, 2019 and continue through June 30, 2021.

9. Termination. If the Judge fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Judge. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Judge all fees incurred prior thereto.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Judge shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under

this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the            day            and            year            first            herein            written.

**JUDGE:**

**THE CITY OF PRAIRIE VILLAGE,  
KANSAS**

Sign: \_\_\_\_\_  
Michelle DeCicco

By: \_\_\_\_\_  
Eric Mikkelson  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Adam Geffert  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David E. Waters  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK & CONTRACT RATE**

1. The Judge shall serve as one of two municipal court judges for the City of Prairie Village, Kansas. The Judge's primary responsibilities shall include, but are not limited to, the following:
  - (a) Alternatively, with the second appointed municipal court judge, presiding over the Court's regularly scheduled dockets, including video appearances when necessary;
  - (b) Scheduling and presiding over such additional or special dockets or hearings as may from time to time be necessary for expeditious disposition of pending matters;
  - (c) Establishing or ratifying a fine schedule applicable to traffic infractions and any other violation for which a scheduled fine is permissible;
  - (d) Establishing or ratifying policies and procedures for posting and revocation of appearance bonds;
  - (e) Adjudging such convictions, acquittals and other dispositions as the evidence and law warrant;
  - (f) Imposing authorized punishment upon persons convicted of violating city ordinances;
  - (g) Issuing such subpoenas, arrest warrants and other process as court procedures and the facts and law warrant; and
  - (h) Providing such services as are required by the Hearing Officer under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).
2. The Judge shall, in the ordinary course of his or her duties, coordinate administrative aspects of his performance hereunder with the Court Administrator or designee to ensure effective and efficient operation of the Court. Administrative matters not resolved through such coordination shall be submitted to the City Administrator for resolution; provided, that this Contract shall not be construed to require the Judge to perform any act which would violate the Code of Judicial Conduct.
3. All municipal court dockets shall be conducted in the courtroom of the Prairie Village Municipal Court, 7700 Mission Road, Prairie Village, KS 66208; provided, that if the courtroom is unavailable by reason of damage, destruction or public emergency, the City may designate another suitable location.
4. The Municipal Court dockets are held on designated Tuesdays' beginning at 8 a.m. and designated Thursdays beginning at 3:00 p.m. as more fully set forth on the City's Municipal Court Calendar. Judge and the second appointed municipal judge will mutually agree upon a schedule of dockets to be presided over by each, and in a manner that ensures coverage of all dockets.
5. The Judge will be compensated \$435 per each arraignment docket and \$460 per each plea docket presided over by Judge.



**PROFESSIONAL SERVICES AGREEMENT  
MUNICIPAL JUDGE CONTRACT**

This MUNICIPAL JUDGE CONTRACT ("Contract"), made and entered into effective as of July 1, 2019, by and between **Karen Torline** (the "Judge") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Judge and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Judge shall provide the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Judge shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Judge shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Judge is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Judge is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Judge will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Judge will retain sole and absolute discretion and judgment in the manner and means of carrying out the Judge's activities and responsibilities hereunder. The Judge agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Judge and the City, and the City will not be liable for any obligation incurred by the Judge, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Judge shall at all times hold an unrestricted license to practice law in the State of Kansas. The Judge shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Annual Training. The Judge is strongly encouraged to attend the annual

conference for municipal judges continuing legal education conference hosted by the Kansas Supreme Court Office of Judicial Administration ("OJA"). The OJA does not charge a fee to municipal judges for such attendance and also will reimburse Judge for hotel, travel and provide a per diem for food. To the extent that OJA does not cover those costs, they will be covered by the City. Judge will notify the Court Administrator of her ability annually to attend this conference.

5. Indemnification. The Judge shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Judge or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Judge to fulfill the Judge's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

6. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

7. Contract Fee. The Judge shall be compensated for the Work as set forth in Exhibit A. The Judge shall provide a monthly statement for services. The City shall promptly pay amounts due to the Judge.

8. Contract Term. The term of this Contract will be for a period commencing on July 1, 2019 and continue through June 30, 2021.

9. Termination. If the Judge fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Judge. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Judge all fees incurred prior thereto.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Judge shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under

this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the            day            and            year            first            herein            written.

**JUDGE:**

**THE CITY OF PRAIRIE VILLAGE,  
KANSAS**

Sign: \_\_\_\_\_  
Karen Torline

By: \_\_\_\_\_  
Eric Mikkelson  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Adam Geffert  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David E. Waters  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK & CONTRACT RATE**

1. The Judge shall serve as one of two municipal court judges for the City of Prairie Village, Kansas. The Judge's primary responsibilities shall include, but are not limited to, the following:
  - (a) Alternatively, with the second appointed municipal court judge, presiding over the Court's regularly scheduled dockets, including video appearances when necessary;
  - (b) Scheduling and presiding over such additional or special dockets or hearings as may from time to time be necessary for expeditious disposition of pending matters;
  - (c) Establishing or ratifying a fine schedule applicable to traffic infractions and any other violation for which a scheduled fine is permissible;
  - (d) Establishing or ratifying policies and procedures for posting and revocation of appearance bonds;
  - (e) Adjudging such convictions, acquittals and other dispositions as the evidence and law warrant;
  - (f) Imposing authorized punishment upon persons convicted of violating city ordinances;
  - (g) Issuing such subpoenas, arrest warrants and other process as court procedures and the facts and law warrant; and
  - (h) Providing such services as are required by the Hearing Officer under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).
2. The Judge shall, in the ordinary course of his or her duties, coordinate administrative aspects of his performance hereunder with the Court Administrator or designee to ensure effective and efficient operation of the Court. Administrative matters not resolved through such coordination shall be submitted to the City Administrator for resolution; provided, that this Contract shall not be construed to require the Judge to perform any act which would violate the Code of Judicial Conduct.
3. All municipal court dockets shall be conducted in the courtroom of the Prairie Village Municipal Court, 7700 Mission Road, Prairie Village, KS 66208; provided, that if the courtroom is unavailable by reason of damage, destruction or public emergency, the City may designate another suitable location.
4. The Municipal Court dockets are held on designated Tuesdays' beginning at 8 a.m. and designated Thursdays beginning at 3:00 p.m. as more fully set forth on the City's Municipal Court Calendar. Judge and the second appointed municipal judge will mutually agree upon a schedule of dockets to be presided over by each, and in a manner that ensures coverage of all dockets.
5. The Judge will be compensated \$435 per each arraignment docket and \$460 per each plea docket presided over by Judge.

**PROFESSIONAL SERVICES AGREEMENT  
CITY PROSECUTOR CONTRACT**

This CITY PROSECUTOR CONTRACT ("Contract"), made and entered into effective as of July 1, 2019, by and between **Ashley Repp** (the "Contractor") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Contractor and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Contractor shall provide the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Contractor shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Contractor shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Contractor is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Contractor is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Contractor shall at all times hold an unrestricted license to practice law in the State of Kansas. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Indemnification. The Contractor shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Contractor to fulfill the Contractor's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

6. Insurance. The Contractor shall purchase and maintain professional liability insurance in minimum amounts of two hundred fifty thousand dollars (\$250,000.00) per specific claim and seven hundred fifty thousand dollars (\$750,000.00) per aggregate claim per occurrence. If required by the City, Certificates of Insurance acceptable to the City shall be filed with the City at all times while this Contract is in effect. The Certificates shall contain a provision stating that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed and accepted by the City.

7. Contract Fee. The Contractor shall be compensated for the Work as set forth in Exhibit A. The Contractor shall provide a monthly statement for services. The City shall promptly pay amounts due to the Contractor.

8. Contract Term. The term of this Contract will be for a period commencing on July 1, 2019 and continue through June 30, 2021.

9. Termination. If the Contractor fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Contractor. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Contractor all fees incurred prior thereto.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the \_\_\_\_\_ day \_\_\_\_\_ and \_\_\_\_\_ year \_\_\_\_\_ first \_\_\_\_\_ herein \_\_\_\_\_ written.

**CONTRACTOR:**

**THE CITY OF PRAIRIE VILLAGE,  
KANSAS**

Sign: \_\_\_\_\_  
Ashley Repp

By: \_\_\_\_\_  
Eric Mikkelson  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Adam Geffert  
City Clerk

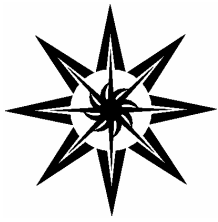
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David E. Waters  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK & CONTRACT RATE**

1. The Contractor shall serve as the City Prosecutor for the City of Prairie Village, Kansas. The Contractor's primary responsibilities shall include, but are not limited to, prosecution of misdemeanors, traffic violations that occur within the City and violations of Prairie Village City Ordinances.
2. The Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services, legal representation and advice described herein during the continuance of this Contract.
3. The Contractor agrees to faithfully represent the interests of the City in carrying out his or her duties as City Prosecutor and in accordance with established prosecution standards and policies.
4. The Contractor's services shall include attendance at hearings to represent the City of Prairie Village as City Prosecutor in the Municipal Court and preparation for such hearings. Hearing, trial, arraignment and plea dockets will be as specified by the City from time to time and will be held in the council chambers at City Hall.
5. The Contractor will be compensated \$2,000.00 per month for the period July 1, 2019 through June 30, 2021 for prosecution services described in paragraph 4 above.
6. The Contractor shall also be required to continue its representation of the City when a case is appealed to the Johnson County District Court. The Contractor may also be requested from time to time to provide legal advice to the police department not involving the prosecution of individual cases. The Contractor shall be compensated at an hourly rate of \$130.00 for such appeal work.
7. The Contractor shall be responsible for arranging for substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. Generally, substitute counsel shall be used only when the Contractor cannot serve as City Prosecutor because of illness or prior legal commitment in another Court. The Contractor shall provide the City and the City Attorney with a list of the name(s), address(es), telephone number(s), Kansas Bar number(s), and professional resumes of substitute counsel who will be responsible for providing City Prosecutor services. All substitute counsel on such list must be approved by the City in advance. All services performed by substitute counsel shall be the sole responsibility of the Contractor, including matters of compensation due and payable to substitute counsel for work performed.
8. Contractor shall provide such services as are required by the Investigator under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).





**MAYOR**

**City Council Meeting Date: June 17, 2019**

## **Consider Reappointment of City Treasurer**

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### **RECOMMENDATION**

Mayor Mikkelson requests the City Council ratify the reappointment of Fielding Norton to serve as City Treasurer.

### **MOTION**

Move to ratify Mayor Mikkelson's appointment of Fielding Norton as City Treasurer.

### **BACKGROUND**

Under the terms of the Municipal Code, the following positions within the City are appointive positions with two-year terms: City Attorney, Assistant City Attorney, Municipal Judges, City Prosecutor, City Treasurer and City Architect.

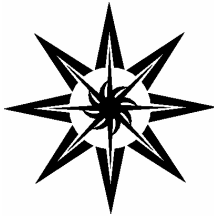
### **ATTACHMENTS**

### **PREPARED BY**

Adam Geffert

City Clerk

Date: June 12, 2019



**MAYOR**

**Council Meeting Date: June 17, 2019  
CONSENT AGENDA**

**Consider Appointment to the Arts Council**

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**RECOMMENDATION**

Mayor Mikkelson requests Council ratification of the appointment of Bonnie Limbird to the Prairie Village Arts Council.

**BACKGROUND**

Mrs. Limbird is being recommended for appointment to the Arts Council per Council Policy CP001. Ms. Limbird will fill the unexpired term of Annette Hadley, whose term will expire in 2020.

**ATTACHMENTS**

Volunteer Application

**PREPARED BY**

Adam Geffert  
City Clerk

Date: June 12, 2019

## Arts Council Volunteer Application

**Name:** Bonnie Limbird

**Ward:** 3

### **Biography:**

I am an 11-year resident of Prairie Village, a homeowner, and the parent of one Indian Hills Middle School student. I have a Bachelor of Fine Arts, and I practice Interior Design with a 45+ year architecture firm. My interests have always drawn me to the creative arts, and I've been a supporter of our local events and institutions my entire adult life: Kansas City Repertory, Nelson-Atkins Museum of Art, Prairie Village Art Fair, Color + Couture, and more.

I strongly believe that a fully supported arts program can create a positive impact on our evolving community and bring together people from across multiple boundaries to increase understanding between disparate groups of our population. We can find commonality in the unlikeliest of art forms and learn things about other cultures that we wouldn't have stepped outside our comfort zone to learn in any other way.

I have an abundance of idea to share for ways that Prairie Village can let the arts help facilitate this exchange of ideas and cultures throughout our community and engage a larger cross-section, and I have a vast local network to engage thought leaders and artistic-minded people to gather even more ideas and feedback. I'm an excellent connector and communicator, and I would love the opportunity, and be honored, to represent my friends and neighbors in PV on the Arts Council.

My volunteer engagement in my various personal and professional communities to date has included:

- **Belinder Elementary PTA:**
  - Past-President 2018-2019
  - President 2016-2018
  - President-Elect 2015-2016
  - Secretary 2013-2015
- **Girl Scouts of NEW Kansas and NW Missouri**
  - Day Camp Business Manager 2017-Current
  - Troop Treasurer 2013-2018
  - Council Board of Directors 2012-2014
  - Troop Leader 2011-2013
- **Johnson County Library Foundation**
  - Website and Communications Volunteer 2014-2016
- **Maddie Rhodes Center**
  - Fund Development Volunteer 2013-2014
- **International Interior Design Association, Mid-America Chapter**
  - President-Elect/President/Past President 2009-2011



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 17, 2019

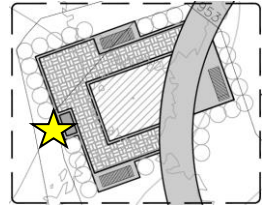
### DISCUSS THE HISTORICAL MARKER AT WASSMER PARK

#### RECOMMENDATION

Move forward with historical marker as presented.

#### BACKGROUND

As previously presented at Council, Wassmer Park will have a patio area with a plaque to commemorate the history of the parcel and its transition to park land. The patio, shown to the right, will have 3 benches and simple landscaping. This landscaping helps to define the area much like the design of the formal garden on the west side. The patio has an open center to highlight a new Japanese Maple, representing a tree that was formerly on site. The historical marker will be at the starred location on a raised pedestal at angle for easy reading. The plan calls for a 36" long x 18" high bronze plaque.

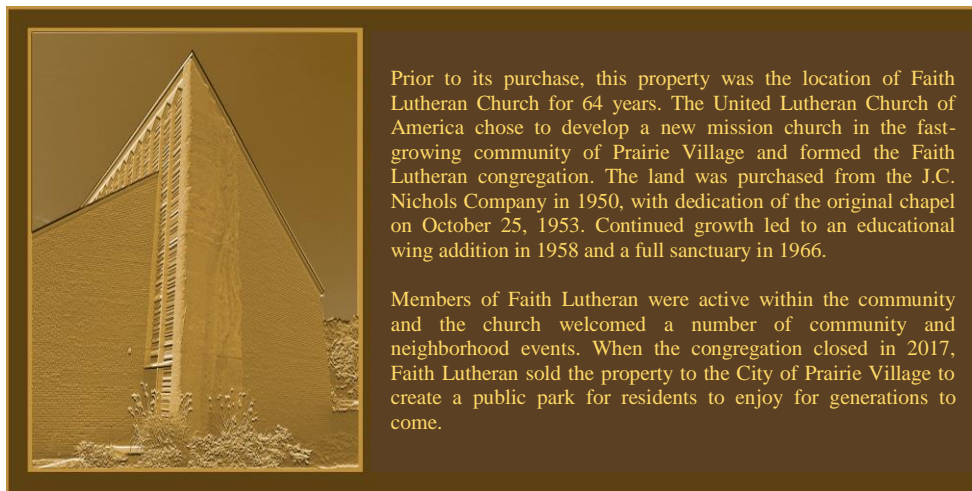


The current verbiage proposed by City Staff with a representative of Faith Lutheran is as follows:

*Prior to its purchase, this property was the location of Faith Lutheran Church for 64 years. The United Lutheran Church of America chose to develop a new mission church in the fast-growing community of Prairie Village and formed the Faith Lutheran congregation. The land was purchased from the J.C. Nichols Company in 1950, with dedication of the original chapel on October 25, 1953. Continued growth led to an educational wing addition in 1958 and a full sanctuary in 1966.*

*Members of Faith Lutheran were active within the community and the church welcomed a number of community and neighborhood events. When the congregation closed in 2017, Faith Lutheran sold the property to the City of Prairie Village to create a public park for residents to enjoy for generations to come.*

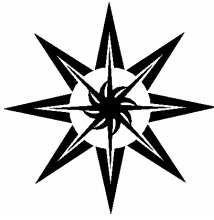
A photo of the building will be added in relief as shown below:



#### PREPARED BY

Melissa Prenger, Senior Project Manager

June 13, 2019



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 17, 2019

### DISCUSSION OF THE FINAL 2018 CITY-WIDE TRAFFIC STUDY

#### BACKGROUND

Discussion of the final report for the 2018 City Wide Traffic study prepared by TranSystems Corporation.

The last City Wide Traffic Study was completed in 2006. The 2018 study performed the tasks as shown below. Given construction activity in 2018 some traffic counts had to be obtained in the spring of 2019 thus delaying the studies completion. This is an informational item to update council on the final study.

- Task 1 - Traffic Safety-** Collected and analyzed crash data and made recommendations to consider for improvements.
- Task 2 - Traffic Counts-** Collected speed, volume, and truck traffic data at 72 locations throughout the City.
- Task 3 - Traffic Signals-** Evaluated all signals for conformance with the MUTCD, specifically looked at pedestrian walk times, and additional locations for flashing left turn yellow arrow.
- Task 4 - Crosswalks-** Inventoried and evaluated mid-block crosswalks for conformance with the MUTCD.

Jeff Wilke, with TranSystems, will give a brief presentation summarizing the final report.

#### ATTACHMENTS

1. 2018 City Wide Traffic Study without appendices. Tasks 1, 2, 3, and 4.

#### PREPARED BY

Keith Bredehoeft, Public Works Director

June 12, 2019





# Citywide Traffic Safety Study Task 1 - Safety

City of Prairie Village | May 2019



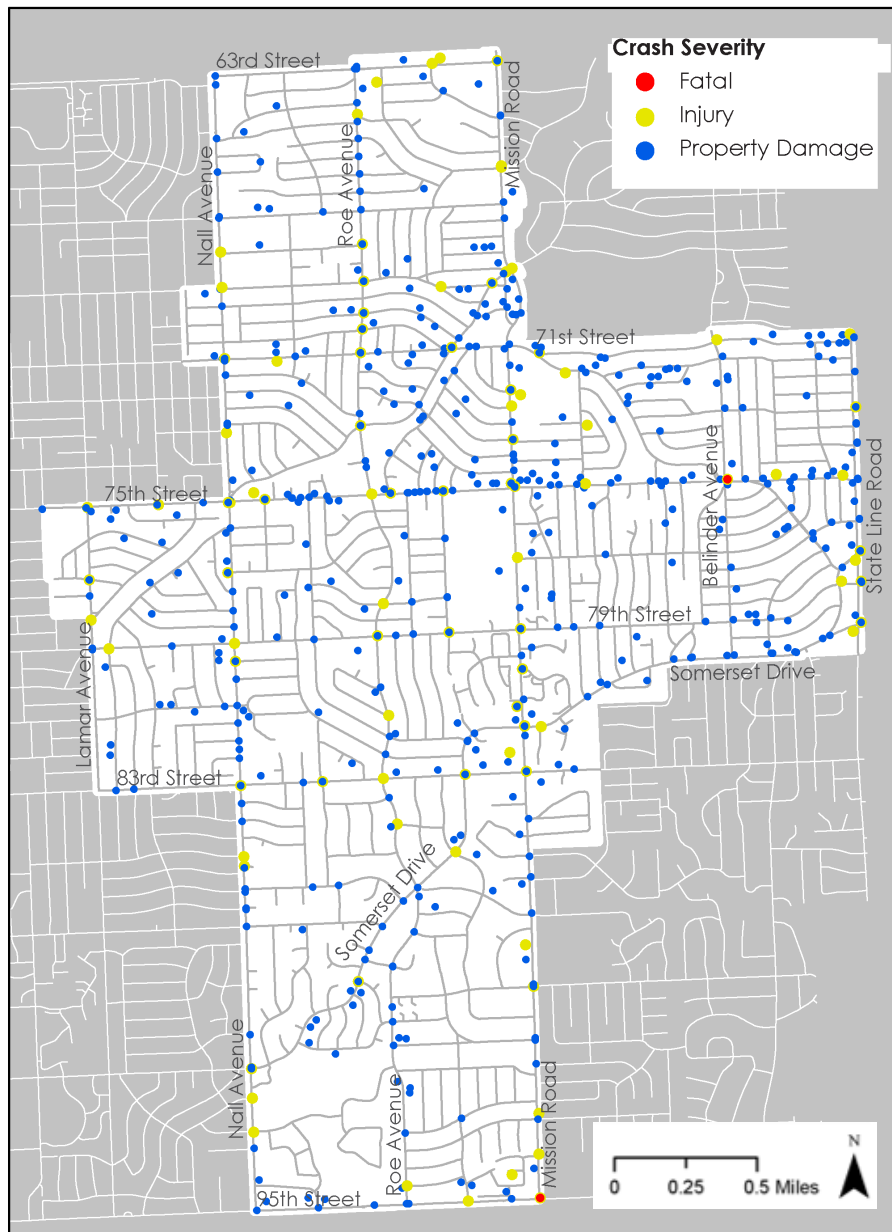


## Introduction

TranSystems has completed the Safety Task as part of the Citywide Traffic Safety Study. The purpose of this task is to review crash records and identify potential crash patterns or tendencies throughout the city street network. If a pattern of crashes is evident, improvement recommendations or corrective actions have been recommended.

## Data Collection

The Prairie Village Police department provided crash data from all crashes that occurred from the beginning of 2015 through the end of 2017. Crash data was also obtained from the neighboring cities for the streets that follow the city limits. A map of the crashes that occurred on the public street network throughout the city from 2015 through 2017 is shown below.



Map of all crashes that occurred from 2015 to 2017

## Analysis

TranSystems first reviewed the crash data in cursory manner to identify locations with a high frequency of crashes, defined to be five crashes in a one-year period. According to the map, most crashes occurred at intersection locations, which is typical in urban and suburban areas. Intersections areas have the highest potential for conflicts between vehicles, as drivers are required to accelerate, decelerate, and cross other directions of traffic. Intersections that were found to have five or more crashes in a one-year period are listed in the table below.

Intersection	Crash Frequency					Crash Rate	Severity		
	2015	2016	2017	3-Year Total	Average per Year		Property Damage	Injury	Fatal
75th St. and Mission Rd.	16	26	19	61	20.3	15.9	54	7	
75th St. and Nall Ave.	17	12	10	39	13.0	10.1	35	4	
95th St. and Mission Rd.	6	13	16	35	11.7	8.3	23	11	1
95th St. and Nall Ave.	5	10	10	25	8.3	5.7	20	4	
71st St. and Mission Rd.	7	6	11	24	8.0	10.8	24	0	
75th St. and State Line Rd.	7	7	8	22	7.3	6.8	20	2	
83rd St. and Mission Rd.	7	4	9	20	6.7	7.2	18	2	
Cambridge St. and State Line Rd.	6	7	7	20	6.7	7.0	17	3	
Mission Rd. and Somerset Dr.	6	8	6	20	6.7	6.8	18	2	
75th St. and Roe Ave.	3	8	8	19	6.3	6.2	18	1	
Somerset Dr. and State Line Rd.	6	5	7	18	6.0	6.6	13	5	
75th St. and Delmar St.	5	7	2	14	4.7	6.2	12	2	
83rd St. and Nall Ave.	5	3	6	14	4.7	5.6	13	1	
95th St. and Roe Ave.	4	4	6	14	4.7	5.8	11	3	
71st St. and Nall Ave.	3	4	5	12	4.0	6.4	11	1	
79th St. and Mission Rd.	3	4	5	12	4.0	5.6	11	1	
75th St. and Belinder Ave.	1	6	5	12	4.0	5.2	7	4	1
83rd St. and Somerset Dr.	7	2	2	11	3.7	5.6	9	2	
79th St. and Cambridge St.	1	5	4	10	3.3	10.7	7	3	
79th St. and Nall Ave.	6	1	3	10	3.3	4.6	9	1	
71st St. and Cherokee Dr.	4	2	3	9	3.0	11.0	8	1	
69th St. and Roe Ave.	5	1	3	9	3.0	7.5	7	2	
71st St. and Roe Ave.	0	2	7	9	3.0	5.5	8	1	
71st St. and Tomahawk Rd.	2	5	2	9	3.0	7.1	8	1	
79th St. and State Line Rd.	3	6	0	9	3.0	4.6	7	2	
81st St. and Mission Rd.	3	6	0	9	3.0	4.8	8	1	
Nall Ave. and Somerset Dr.	5	2	2	9	3.0	3.1	9	0	
79th St. and Roe Ave.	2	1	5	8	2.7	5.7	6	2	
Booth St. and Somerset Dr.	1	0	5	6	2.0	4.4	5	1	





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Another important statistic in crash analysis is the crash rate. The crash rate is a function of vehicles entering the intersection, number of crashes, and the time period. The rates are calculated as the number of crashes per ten million entering vehicles (crashes/tmev). For reference purposes, a typical crash rate for urban intersections along the Kansas state highway system is 10.0 crashes per tmev, based on data compiled by the Kansas Department of Transportation. Five intersections in the table have a crash rate of 10.0 or higher, which are indicated in bold type. Most of the study intersections have a crash rate that is below the typical urban crash rate.

According to the table and map on the previous pages, there are a total of 29 intersections that had five or more crashes during one-year of the three-year analysis period. Some of these intersections had only one year with a frequency of five or more crashes. As such, it can be difficult to distinguish any crash patterns with limited data. For the purposes of this study, it was determined that intersections with an average crash frequency of five or more crashes per year were to be reviewed in more. Several other intersections were identified for further study because of other factors, such as a high crash rate or a high frequency of a similar crash type. The intersections excluded from further study are shaded gray in the table on Page I-2, leaving a total of 18 intersection identified for further study.

For the intersections that were reviewed in more detail, each crash report was evaluated to determine if any apparent patterns or tendencies could be identified. The evaluation included reviewing the type of crash, date, time of day, daylight conditions, and any other circumstances noted in the reports that may have contributed to the crash. Collision diagrams were also prepared for each intersection to illustrate any patterns. If a crash pattern was recognized, recommendations were developed to correct the pattern and improve safety at the intersection. The collision diagram for each study intersection is included in the Appendix.

## Study Intersections

### 75th Street and Mission Road

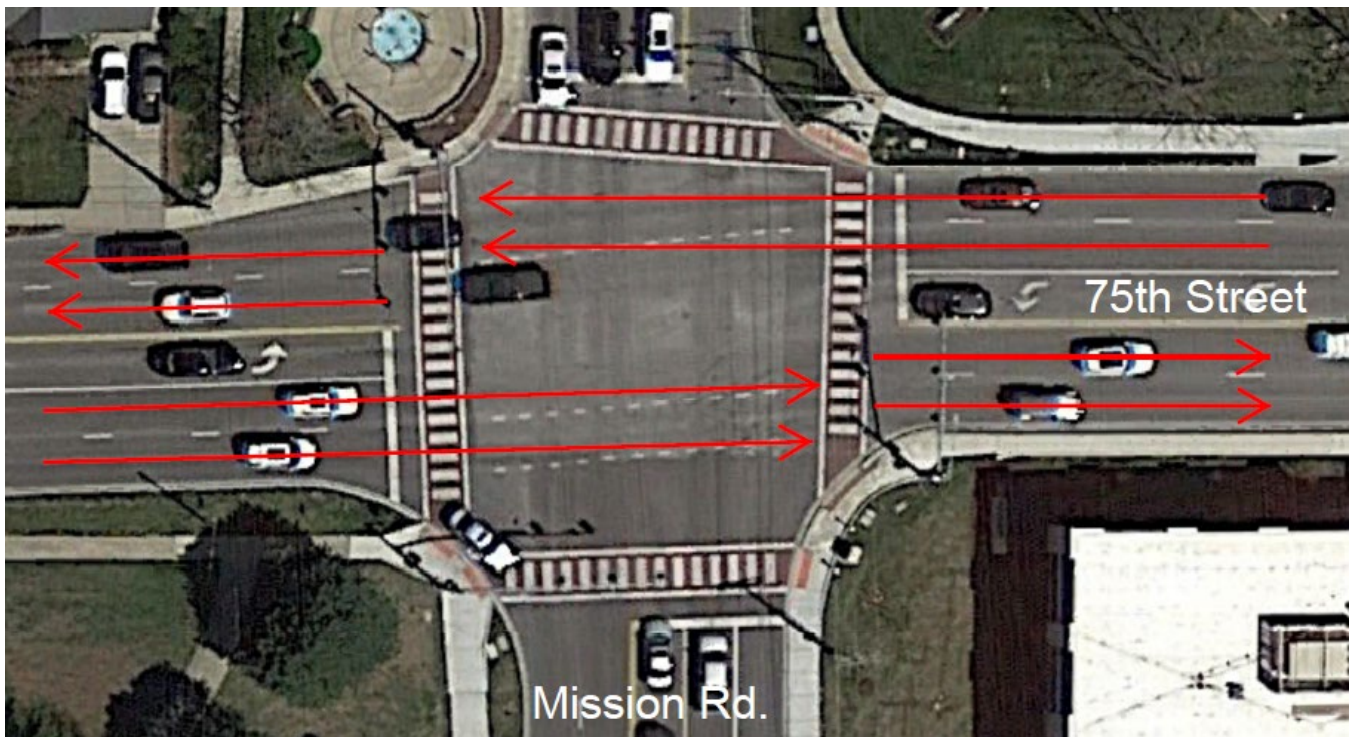
The signalized 75th Street and Mission Road intersection had the highest frequency of crashes and highest crash rate during the analysis period. There are several factors that may explain these high values. First the intersection has some of the highest volumes of traffic in the City. Second, there were two major construction projects that impacted traffic flow at the intersection in 2015 and 2016. Mission Road north of the intersection was reconfigured to a three-lane roadway and 75th Street was reconstructed through the intersection.

Construction activities may have contributed to the increased crash frequency on the west leg of the intersection in 2016. Six rear end and four side swipe crashes occurred that year, which was much higher than any other year. Long queues and lane closures could lead to an increase in side swipe and rear end collisions.

Several different patterns were apparent when reviewing the crash reports. The most common crash type at the intersection was rear end crashes, which accounted for half of the total number of crashes. Fourteen of the rear end crashes occurred on the northbound approach, nine of which occurred in 2017. As part of the Mission Road improvements project, the right lane on the northbound approach was converted to a right-turn only lane. This lane configuration change requires all northbound through traffic to be in the left-lane, which likely increased the queue length in the northbound direction. The new lane configuration and increased queuing may have been a contributing circumstance in some of the 2017 rear end crashes.

As part of the Mission Road improvements, signage and pavement markings were installed to communicate the mandatory right-turn lane to northbound drivers. It would be beneficial to provide additional signage in advance given the number of rear end crashes that have occurred and the fact that there is a crest vertical curve for northbound traffic approaching the intersection. There is a lane use sign with directional arrows installed for northbound traffic roughly 600 feet in advance of 75th Street. The lane use sign subtly communicates the mandatory turn lane, which is the most important message at this location. Therefore, we would recommend replacing the existing lane use sign with a “Right Lane Must Turn Right” sign. Additionally, a “Thru Traffic Merge Left” warning sign should be installed for northbound traffic approximately 1,000 feet in advance of 75th Street to provide additional guidance. The city is planning to implement these changes in the near term.

During the analysis period, there was a total of eight side swipe crashes in the eastbound and westbound direction. As previously mentioned, construction activities may have contributed to some of these crashes. The alignment of the through lanes may have also contributed. The through lanes in the eastbound and westbound directions shift alignment by approximately 6 to 10 feet laterally when traveling through the intersection. The lane shift is illustrated in the image below with red arrows.



**The eastbound and westbound through lanes are offset by approximately 6 to 10 feet laterally across the 75th Street and Mission Road intersection.**

Lane alignment may have also contributed to the four fixed object crashes that occurred when drivers hit objects in the southeast corner of the intersection. Lane alignment should be addressed with the next improvements project for 75th Street. If the alignment cannot be addressed, the curb in the southeast corner of the intersection should be flared, as was done in the northwest corner so the lane adjustment is less abrupt. In the short-term low-profile white retroreflective pavement markers could be installed on top of the curb in the southeast corner to provide additional guidance to drivers. Additionally, a white edge line could also be added along the edge of the pavement in the southeast corner as another visual cue to drivers.



### 75th Street and Nall Avenue

The signalized 75th Street and Nall Avenue intersection had the second highest frequency of crashes during the analysis period. The intersection was also found to have a crash rate of 10.1 crashes/tmev, which is slightly higher than the typical urban crash rate.

Of the 39 crashes that occurred at the intersection 70-percent were rear end crashes. Rear end crashes are typically the most common crash type at signalized intersections, and are generally less severe than other intersection crash types. This is evidenced by the crash reports which indicate that only two of the 27 rear end crashes resulted in a personal injury.

Most of the rear end crashes occurred on weekdays during peak times, which is when vehicle queues are the longest. Rear end crashes are also common in long queues. Signal timings have recently been updated along the 75th Street corridor, so it is not likely that any signal timing adjustments can be made to reduce queuing. Capacity improvements, such as adding lanes would be necessary to reduce queuing. It is not likely that the benefits of adding lanes would outweigh the cost associated with such improvements. As such, no improvements are identified for this intersection.

### 95th Street and Mission Road

The signalized 95th Street and Mission Road intersection had the highest frequency of severe crashes during the analysis period. There were 11 injury crashes reported and one fatality crash. Most of the injury crashes were left-turn crashes, primarily involving eastbound left-turn drivers colliding with westbound through traffic. The traffic signal accommodates protected/permitted left-turn phasing, which allows drivers to make left-turn movements during the through phase for opposing traffic.

During our site visit, we observed that an eastbound driver's line of sight is limited if a vehicle is present in the westbound left-turn lane. This is illustrated by the red arrow in the image below. This sight line limitation may have been a contributing factor in the left-turn crashes. All of the eastbound left-turn crashes occurred between 7:00 and 9:00 A.M. or between 3:00 and 6:00 P.M., which corresponds to peak times when traffic volumes are the highest, and when queued vehicles are most likely to be in the eastbound and westbound left-turn lanes at the same time.



**Queued vehicles in the westbound left-turn lane block an eastbound left-turn driver's view of opposing through traffic at 95th Street and Mission Road**

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To address the pattern of eastbound left-turn crashes, protected-only left-turn phasing should be considered for the eastbound and westbound left-turn movements. Signal phasing changes at this intersection are addressed in the Traffic Signals Task of the Citywide Traffic Safety Study. Any modifications to the traffic signal phasing at this intersection will need to be coordinated with the City of Overland Park, as they are responsible for the maintenance of this traffic signal.

The fatality crash occurred roughly 200 feet north of the intersection in 2015. The crash was a head-on collision that occurred when a southbound driver was traveling in the northbound lanes and struck a northbound vehicle. There are no details provided for why the southbound driver was on the wrong side of the double yellow centerline pavement markings. The driver who was 86 old, was conscious after the crash and stated that he didn't think he was on the wrong side of the road. Eleven days after the crash, this driver passed away as a result of injuries sustained during the crash.

There were 18 rear end crashes reported at the intersection, three of which resulted in personal injuries. Rear end crashes predominately occurred during peak hours. No other patterns or tendencies could be identified from the crash reports.

#### 95th Street and Nall Avenue

The signalized 95th Street and Nall Avenue has the fourth highest crash frequency in the City, but it is also the highest volume intersection in the City. When factoring in the traffic volume, the crash rate for the intersection of 5.7 crashes/tmev is relatively low. Two-thirds of the crashes that occurred at the intersection were rear end crashes. Most of the rear end crashes occurred on weekdays during peak times, which is also when queues are typically the longest.

The addition of right-turn lanes could be beneficial in reducing queuing. However, the addition of right-turn lanes would have significant property and utility impacts. It is not likely that the benefits of adding right-turn lanes would outweigh the cost associated with such improvements. As such, no improvements are identified for this intersection.

#### 71st Street and Mission Road

The 71st Street and Mission Road intersection had a high frequency of crashes and a high crash rate of 10.8 crashes/tmev. It is encouraging that none of the crashes resulted in a personal injury. One trend that is evident in the table is that the crash frequency increased in 2017. That is of interest because in 2016, Mission Road was reconfigured from a four-lane roadway to a three-lane roadway through the 71st Street intersection. As part of that improvement project, the traffic signal phasing and timings were modified.

Seventy percent of the crashes at the intersection were rear end collisions. Most of the rear end collisions occurred on the Mission Road approaches. Long queues on these approaches may have contributed to some of these crashes. The existing signal timing appears to provide more green time to the 71st Street approaches than is necessary for these lower volume approaches. There may be an opportunity to reassign more green time to Mission Road, which may reduce delays and queuing. Signal timing improvements at this intersection are addressed in the Traffic Signals Task of the Citywide Traffic Safety Study.

The southbound Mission Road approach to the intersection follows a horizontal curve. When traveling through the curve, southbound drivers do not have a clear view of the mast arm mounted traffic signal indications until they are about 200 feet in advance of the stop line. To improve advance visibility of the traffic signal, a signal head should be added to the side of the existing signal pole in the northwest corner of the intersection. The signal head would have red, yellow, and green ball indications, and face southbound traffic.



**Red rectangle indicates location of recommended side-mounted signal head for southbound traffic at 71st Street and Mission Road**

#### 75th Street and State Line Road

The signalized 75th Street and State Line Road intersection was found to have a low crash rate of 6.8 crashes/tmev. Seven of the 22 crashes that occurred at the intersection were investigated by Kansas City, Missouri police and the reports are not available, so no further details are provided about these crash types. No crash patterns or tendencies were identified from the information reviewed. As such, no improvements are identified for this intersection.

#### 83rd Street and Mission Road

Sixteen of the 20 crashes reported at the intersection were rear end collisions. Most of the rear end crashes occurred on the north and east legs. No other patterns or tendencies could be identified from the crash reports.

Long queues form at times on the westbound approach, which may have contributed to some of these crashes. The existing signal phasing includes protected-only left-turn phasing. There may be an opportunity to change the left-turn phasing to flashing yellow arrow, which may reduce delays and queuing. Signal phasing improvements at this intersection are addressed in the Traffic Signals Task of the Citywide Traffic Safety Study.

It may also be helpful to queued traffic to provide a side-mounted signal head for westbound traffic. There is a side-mounted signal head for all other directions at the intersection, but not for westbound. To enhance signal visibility, a signal head should be added to the side of the existing signal pole in the northwest corner of the intersection. The signal head would have red, yellow, and green ball indications, and face westbound traffic.

#### Cambridge Street and State Line Road

The signalized intersection of Cambridge Street and State Line Road averaged more than six crashes per year, but the number of crashes at the intersection itself may be lower because several of the crashes were related to driveways located close to the intersection. Six left-turn and angle crashes were reported on the west leg of the intersection. Three different types of crashes were also reported just south of the intersection that may have been related to driveways.

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At the intersection itself, there were two collisions with fixed objects in the northwest corner of the intersection, and there were two angle collisions. There is no information about the factors that contributed to these crashes. Further, five of the twenty crashes that occurred at the intersection were investigated by Kansas City, Missouri police and the reports are not available. While not mentioned in any of the crash reports, pedestal mounted signal heads are typically less visible to drivers than overhead mounted signal heads. Also, the skewed geometry of the intersection may have been a factor in the fixed object collisions. In the long-term, it would be beneficial for safety in the area to improve the geometrics of the intersection, install a new traffic signal with mast arm mounted signal heads, and manage access at some of the adjacent closely spaced driveways.

#### Mission Road and Somerset Drive

The signalized intersection of Mission Road and Somerset Drive averaged more than six crashes per year, but the number of crashes at the intersection itself may be lower because several of the crashes were related to driveways located close to the intersection. Three left-turn crashes occurred on the northbound approach near the gas station driveway. One side swipe occurred in the westbound direction, at the gas station driveway to the west of the intersection.

The most common crash types at the intersection were rear end and side swipe collisions. No crash patterns or tendencies were identified from the information reviewed. As such, no improvements are identified for this intersection.

#### 75th Street and Roe Avenue

Of the 19 crashes that occurred at the 75th Street and Roe Avenue intersection 12 were rear end crashes. Rear end crashes are typically the most common crash type at signalized intersections, and are generally less severe than other intersection crash types. This is evidenced by the fact that none of the rear end crashes at the intersection resulted in a personal injury.

Most of the rear end crashes occurred on weekdays during peak times, which is when vehicle queues are the longest. Rear end crashes are also common in long queues. Signal timings have recently been updated along the 75th Street corridor, so it is not likely that any signal timing adjustments can be made to reduce queuing. Capacity improvements, such as adding lanes would be necessary to reduce queuing. It is not likely that the benefits of adding lanes would outweigh the cost associated with such improvements. As such, no improvements are identified for this intersection.

It is encouraging that there was only one injury crash reported at the intersection during the analysis period. This was an angle crash that occurred when a funeral procession was traveling through the intersection in violation of a red indication. This crash would be considered to be associated with an unusual circumstance that is not correctable.

#### Somerset Drive and State Line Road

Six of the 18 crashes reported at the intersection were left-turn crashes. Four of the left-turn crashes occurred when a westbound driver turned left and was struck by an eastbound through driver. The westbound left-turn volume is high at this intersection, and the visibility of conflicting traffic in the eastbound direction is limited by horizontal and vertical curves on the west leg of the intersection.



Implementing some type of protected left-turn signal phasing may help reduce the frequency of left-turn crashes, especially in the east/west direction. Left-turn phasing would provide more guidance to drivers by assigning the right-of-way.



**View looking west at the Somerset Drive and State Line Road intersection without signal backplates**

There have also been several angle and rear end crashes at the intersection. While not specifically mentioned as a concern in the crash reports, signal head visibility could be improved at the intersection by adding backplates to the mast arm mounted signal heads. Backplates provide visual contrast between traffic signal heads and the environment. Changing the left-turn phasing or adding backplates will require modifications to the traffic signal, which is maintained by Kansas City, Missouri.

#### 75th Street and Delmar Street

The 75th Street and Delmar Street intersection has a low crash rate of only 6.2 crashes/tmev. The crashes reported for the intersection actually include two separate offset intersections, both named 75th Street and Delmar Street. The “T” intersection with the south leg of Delmar Street is signalized, and the other “T” intersection with the north leg of Delmar Street is unsignalized. Southbound traffic on Delmar Street is stop-sign controlled at the unsignalized intersection, which is roughly 175 feet east of the signalized intersection.

There have been 12 rear end collisions during the analysis period at the intersections. Five of these occurred on the westbound approach to the signalized intersection. Some of these rear end crashes occurred behind vehicle stopped in the left through lane while waiting to turn left onto Delmar Street. Five more rear ends occurred on the eastbound approach to the unsignalized 75th Street and Delmar Street intersection. These eastbound rear end crashes occurred behind vehicles stopped in the left through lane while waiting to turn left onto Delmar Street. One side swipe collision also occurred in the eastbound direction as a driver made an abrupt lane change to avoid a vehicle stopped to make a left-turn movement. All of the eastbound rear end and side swipe collisions occurred between 4:00 P.M. and 7:00 P.M.

It is worth noting that the 75th Street improvements project at Mission Road likely had an impact on traffic flow in the area during 2016. Construction activities may have been a contributing factor in several of the crashes, which may be why only two crashes occurred at the intersections in 2017.

If the pattern of eastbound rear end crashes continues, corrective action may be needed. To address the conflicts resulting from eastbound left-turn maneuvers, it may be appropriate to install signs restricting the eastbound left-turn movement from 75th Street to Delmar Street from 4:00 P.M. to 7:00 P.M. In the long-term, the addition of a left-turn lane on 75th Street at Delmar Street would also reduce conflicts with left-turn traffic and enhance safety at these intersections.



### 83rd Street and Nall Avenue

There were four angle crashes at the 83rd Street and Nall Avenue intersection during the analysis period. Angle crashes are of particular concern, since they are commonly the most severe type of intersection crashes. The crash reports indicate that rain or snow may have been a factor in two of the angle crashes.

There were nine rear end crashes reported at the intersection during the analysis period. Four of these crashes occurred on the southbound approach. Two of the four angle crashes involved southbound drivers that collided with eastbound drivers. While not specifically mentioned in the crash reports, visibility may have been a contributing circumstance in these crashes. There are two large trees along the west side of Nall Avenue, to the north of the intersection. These trees are located close to the curb and are likely within the right-of-way. Removing these trees would help improve sight lines and signal visibility in the area. Removing the trees would also be appropriate from a maintenance perspective, as the trees are located beneath overhead utility lines.



**View looking south on Nall Avenue in advance of 83rd Street with two large trees on the west side of the street close to the curb**

### 75th Street and Belinder Avenue

The signalized intersection of 75th Street and Belinder Avenue has a low crash rate of 5.2 crashes/tmev. However, four of the 12 total crashes at the intersection resulted in a personal injury, and one resulted in a fatality. The fatality crash was a single-vehicle crash, where a driver struck a raised median at 1:00 A.M. on a Sunday morning. Conflicting traffic or other characteristics of the intersection were not contributing circumstances for this crash.

Five of the crashes at the intersection were rear end crashes, including the four injury crashes. No patterns or tendencies were apparent from the reports for these crashes. It is worth noting that each of the four injuries were minor, as all of the people injured in the crashes refused medical attention at the scene of the crash. Given that no crash patterns were recognized, no improvements are identified for this intersection.

### 79th Street and Cambridge Street

The intersection of 79th Street and Cambridge Street had a crash rate of 10.7 crashes/tmev. This is higher than what is typically expected at a lower volume unsignalized intersection. Cambridge Street is a three-lane street that is uncontrolled at the intersection, while the 79th Street approaches are stop-sign controlled.

Nine of the ten crashes reported at the intersection were angle crashes, two of which resulted in a personal injury. Eight of the nine crashes occurred on the eastbound 79th Street approach, as a driver attempted to cross Cambridge Street. It is unclear why the eastbound drivers in these crashes had difficulty identifying oncoming

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traffic. Sight lines at the intersection are adequate and there is nothing in the crash reports to indicate any specific circumstances that may have contributed to these crashes. Nonetheless, an angle crash pattern is concerning because angle crashes are commonly the most severe type of intersection crashes.

To eliminate the pattern of angle crashes, the left-turn and crossing maneuvers could be restricted from the 79th Street approaches. A raised median could be constructed in the center two-way left-turn lane on Cambridge Street to reinforce this restriction. The median would also be beneficial as a pedestrian refuge for the uncontrolled crosswalk at the intersection. Traffic patterns in the area would be altered by a raised median, which should also be considered before implementing this improvement.

#### 79th Street and Nall Avenue

The signalized intersection of 79th Street and Nall Avenue has a low crash rate of 4.6 crashes/tmev, however there were three angle crashes that occurred at the intersection during the analysis period. Angle crashes are of particular concern since they are commonly the most severe type of intersection crashes. One of the angles occurred during a Sunday afternoon when the signal was in flashing operation. The signal is not programmed to regularly operate in flashing mode, so this would be considered to be an unusual circumstance. The crash reports for the three angle crashes do not indicate any patterns or tendencies. As such, no improvements are identified for this intersection.

#### 71st Street and Cherokee Drive

The intersection of 71st Street has a roughly 45-degree skew angle between the east leg of 71st Street and the south leg of Cherokee Drive. There is a triangular channelizing island between the skewed approaches. The west leg of 71st Street and the south leg of Cherokee Drive are allowed uninterrupted flow, while there are stop signs posted for westbound traffic on 71st Street.

The intersection averages three crashes per year, but the crash rate is the second highest of any intersection in the city, at 11.0 crashes/tmev. Eight of the nine crashes were westbound rear end crashes at the stop controlled 71st Street approach. The crash reports indicate that westbound drivers stopped at the stop sign had a difficult time looking to the south along the skewed Cherokee Drive approach to identify gaps in the flow of traffic. Westbound drivers would come to a stop, proceed when they thought they had a gap, but then stop again when they observed approaching traffic. The second stopping movement is unexpected and caused other vehicles following in the westbound direction to hit the rear of the stopped vehicle.

To ultimately correct the pattern of westbound rear end collisions, the geometrics of the intersection will have to be modified. The acute skew angle of the intersection results in awkward sight lines, which causes some difficulty for westbound drivers. Geometric improvements will take some time to plan and program, so the city will need to work with adjacent property owners to determine an appropriate long-term improvement.

To improve sight lines in the short-term, the stop sign and stop line should be moved approximately 25 feet further west to position drivers closer to the intersection, and maximize sight lines. While not related to any crash pattern, during our site visit we observed that there is no stop sign for northbound traffic on Cherokee Drive, turning right onto 71st Street. A stop sign should be installed for this movement, on the east side of the channelizing island.

#### 79th Street and State Line Road

State Line Road is a four-lane undivided street and is uncontrolled at the intersection. Stop sign control is in place on 79th Street at the intersection. At 79th Street and State Line Road, the crash frequency was found to be three per year and the crash rate is low. However there is a potential pattern of crashes related to left-turn maneuvers. Three crashes were reported involving left-turn maneuvers. Six of the nine crashes that occurred at the intersection were investigated by Kansas City, Missouri police and the reports are not available, so no further details were known about these crash types.

The left-turn crashes may be related to the lack of left-turn lanes on State Line Road. It is worth noting that the northbound left-turn volume may be higher than expected at this intersection because northbound left-turn movements are restricted at the State Line Road and Cambridge Street intersection, just to the north. It would be difficult to widen for left-turn lanes in this area, given the limited right-of-way and adjacent development. Therefore, the intersection should be monitored to see if the pattern of left-turn crashes continues in future years. If a raised median is constructed to the west of this intersection on Cambridge Street at 79th Street, turning movements could be affected at this intersection. The raised median at 79th Street and Cambridge Street was previously discussed as part of this task.

While not related to a recognized crash pattern, during our site visit we noticed that some bushes and vegetation growing in the southwest corner of the intersection may limit sight lines for eastbound drivers stopped at the stop sign when looking to the south along State Line Road. This is illustrated in the photo at right. To improve sight lines, the vegetation should be trimmed regularly.



**Vegetation in southwest corner restricts sight lines looking south along State Line Road from westbound 79th Street**





## Citywide Traffic Safety Study Task 2 - Traffic Counts

City of Prairie Village | May 2019





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## Introduction

TranSystems has completed the Traffic Counts Task as part of the Citywide Traffic Safety Study. The purpose of this task is to review traffic volume and speed data throughout the city's street network. Particular attention was given to any discrepancies between vehicle speeds and the posted speed limits.

## Data Collection

For the traffic counts task, machine traffic counters were placed in 72 locations throughout the City of Prairie Village. The counters were in place at each location for a typical weekday period from Tuesday through Thursday. Counts were conducted during March, April and May of 2018, and March of 2019. Counts were only conducted on days when school was in session at area schools.

The machine traffic counters recorded the time, date, speed, and vehicle classification of all the vehicles on the selected roadway. The hourly traffic volume that was recorded at each count location is included in the appendix. The average daily traffic (ADT) volume at each count location is presented in the Appendix. Spot speed data was collected from a sample of traffic at each count location during an off-peak time period of a typical weekday. This data is also included in the Appendix.

It should be noted that during most of 2018, portions of Roe Avenue were under construction resulting in some road closures. Therefore, counts on Roe Avenue were conducted in March of 2019 during times when Roe Avenue was open to traffic. Road closures and delays associated with construction may have caused drivers to select an alternate route such as Nall Avenue or Mission Road.

## Analysis

One of the more important statistics obtained from the speed data is the 85th percentile speed. This statistic represents the speed at which 85 percent of the observed vehicles are traveling at or below and it is generally regarded as the speed considered to be reasonable and appropriate by most drivers. The 85th percentile speeds at each count location are illustrated on the figure and worksheets in the Appendix. Overall, most of the 85th percentile speeds were slightly higher than the posted speed limits. At several locations, the 85th percentile speed was nearly 10 m.p.h. higher than the posted speed limit. These locations and corresponding 85th percentile speeds are listed below in Table I.

Location	85th Percentile Speed (mph)	Posted Speed Limit (mph)
75th Street, West of High Drive	44.3	35
87th Street, west of Cedar Drive	34.9	25
95th Street, east of Rosewood	44.5	35
Nall Avenue, north of 65th Terrace	45.8	35
Mission Road, south of 85th Street	44.2	35

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When establishing speed limits, it is important to recognize several factors about driver behavior and the relationship between speed and safety. First, the majority of drivers drive properly most of the time. Further, most drivers select what they believe to be the safe and proper speed based on the roadway and traffic conditions; more so than the posted speed limit. A posted speed limit that is inconsistent with what most drivers perceive to be safe and reasonable will produce a wider range of speeds, and crash rates tend to be higher where speeds within the traffic stream vary widely.

Based on the data collected for this study, we do not recommend increasing the speed limit the locations listed in Table I which had 85th percentile speeds that were nearly 10 m.p.h. higher than the posted speed limits. Nall Avenue, 95th Street, 75th Street, and Mission Road are generally four-lane undivided arterial streets with several driveways, therefore we would not recommend increasing the speed limit on these streets. We also do not recommend increasing the speed limit on 87th Street, given that it is a local street in a residential neighborhood with frequent driveways and a mid-block pedestrian crossing.

A cursory review of the classification data collected indicates that the percentage of heavy trucks was 2 percent or less at nearly all of the count locations. This is a nominal amount of the total traffic volume.

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## APPENDIX











# Citywide Traffic Safety Study Task 3 - Traffic Signals

City of Prairie Village | May 2019



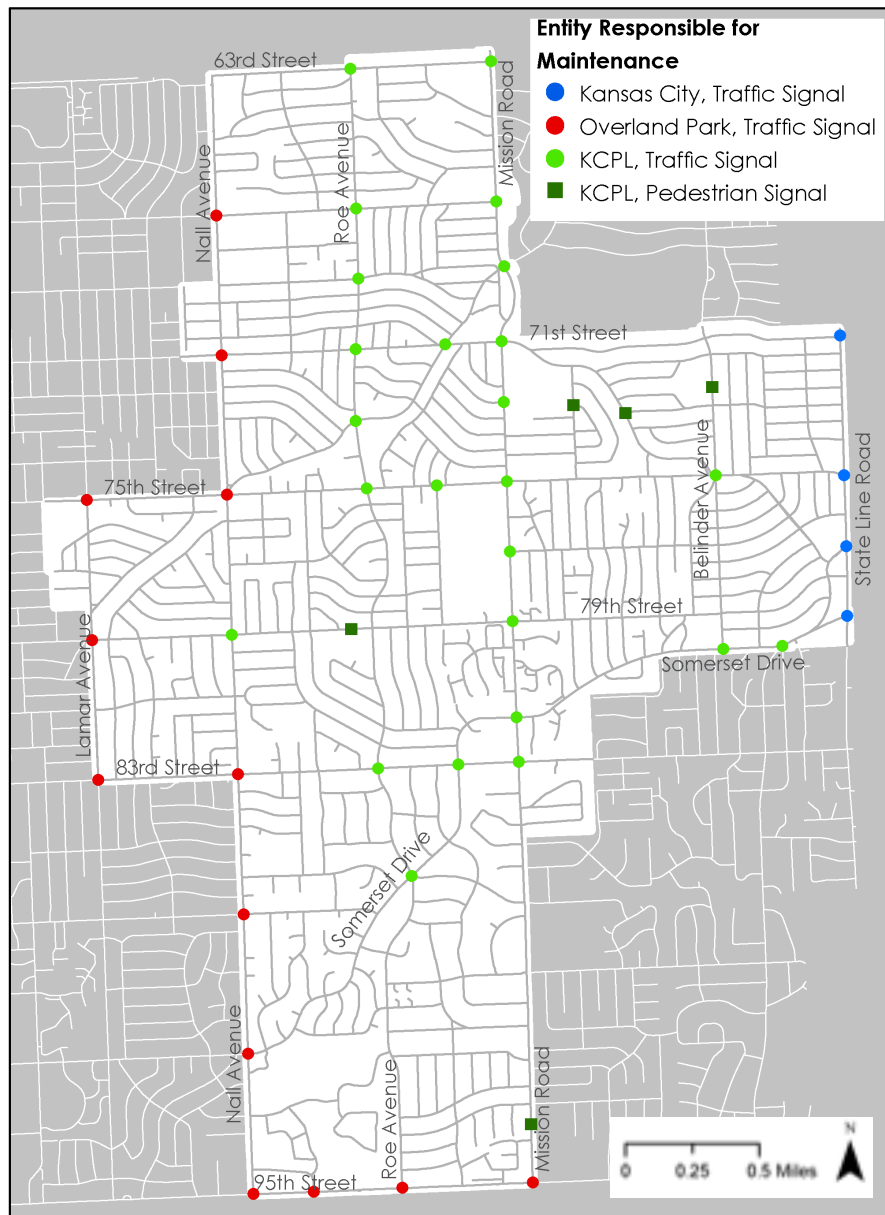


## Introduction

TranSystems has completed the Traffic Signals Task as part of the Citywide Traffic Safety Study. The purpose of this task is to inventory existing traffic signal equipment and review operations at signalized intersections. If any potential enhancements or deficiencies are identified, improvements or corrective actions have been recommended.

## Data Collection

TranSystems inventoried all 47 traffic signals in the City, including those on the bordering streets. Of the total number of signals, 13 on bordering streets are maintained by Overland Park, four on State Line Road are maintained by Kansas City, Missouri, and the city leases the remaining 30 traffic signals from Kansas City Power and Light (KCPL). Five of the KCPL signals are for pedestrian crosswalks.



Map of Prairie Village Traffic Signals

The traffic signal system has not changed significantly from the previous version of the Citywide Traffic Safety Study, which was performed in 2005. Where changes were observed, the intersection sketches from the 2005 study were updated. Signal equipment inventoried on the sketches included the type and location of signal heads, push buttons, luminaires, and lane configurations. The intersection sketches are included in the Appendix.

Overland Park, Kansas City, and KCPL provided current traffic signal timing plans for each of their signals. Operation Green Light (OGL) is responsible for the timing and coordination of signals along the 75th Street Corridor. OGL provided the current signal timing and coordination plans for the corridor. The timing plans for each traffic signal are included in the Appendix.

Turning movement traffic volume counts were collected at each signalized intersection from 7:00 to 9:00 A.M. and from 4:00 to 6:00 P.M. on a typical weekday. The A.M. and P.M. peak hours were identified from the counts. The count data is included in the Appendix.

### Operational Analysis

Delay is an average measure of the time a vehicle is standing still while waiting in the approach to an intersection. A high level of delay can result in increased travel time, excessive fuel consumption, driver discomfort, and frustration. Level of service (LOS) describes the quality of traffic operating conditions at an intersection based on delay, and is rated from “A” to “F”. LOS A represents the least congested condition with free-flow movement of traffic and minimal delays. LOS F generally indicates severely congested conditions with excessive delays to motorists. Intermediate grades of B, C, D, and E reflect incremental increase in the average delay per stopped vehicle. The table below shows the delay thresholds associated with each level of service for signalized intersections. The LOS rating deemed acceptable varies by community, facility type, and traffic control device. In many cities throughout the Kansas City area, LOS D has been identified as the minimum desirable LOS for signalized intersections.

<b>Signalized Intersection Level of Service Delay Thresholds</b>	
<b>Level of Service (LOS)</b>	<b>Delay</b>
A	0 – 10 seconds
B	> 10 - 20 seconds
C	> 20 - 35 seconds
D	> 35 - 55 seconds
E	> 55 - 80 seconds
F	>80 seconds

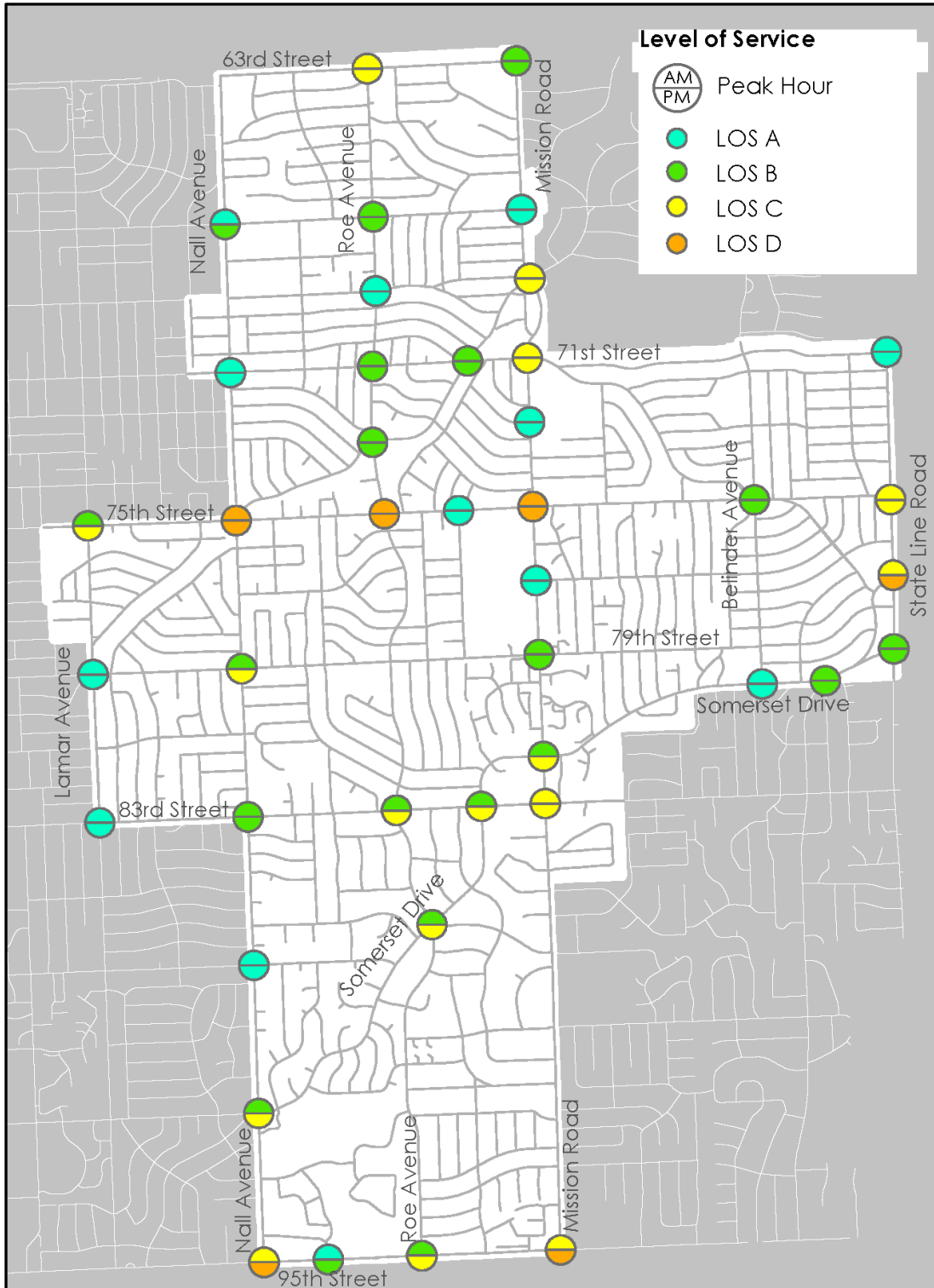
Delay at each signalized intersection was calculated using Highway Capacity Manual methods and the Synchro analysis program. Synchro input data included the peak hour traffic volumes, lane configurations, and signal timings that were collected. The outputs from the Synchro analysis are included in the appendix. The average intersection delay per vehicle, and the corresponding levels of service during the peak hours are summarized in the table and map on the following pages.

## Existing Conditions Operational Analysis Results

Intersection		A.M. Peak Hour		P.M. Peak Hour	
		LOS <sup>1</sup>	Delay <sup>2</sup>	LOS <sup>1</sup>	Delay <sup>2</sup>
1	63rd Street and Mission Road	B	19.2	B	19.2
2	63rd Street and Roe Avenue	C	25.3	C	26.9
3	67th Street and Mission Road	A	9.2	A	8.3
4	67th Street and Roe Avenue	B	13.3	B	13.0
5	67th Street and Nall Avenue	A	10.0	B	11.6
6	Tomahawk Road and Mission Road	C	25.0	C	25.6
7	69th Street and Roe Avenue	A	7.0	A	6.5
8	71st Street and State Line Road	A	8.7	A	9.6
9	71st Street and Mission Road	C	28.8	C	30.2
10	71st Street and Tomahawk Road	B	11.9	B	11.5
11	71st Street and Roe Avenue	B	16.8	B	18.0
12	71st Street and Nall Avenue	A	8.3	A	8.2
13	72nd Terrace and Mission Road	A	2.6	A	2.5
14	Tomahawk Road and Roe Avenue	B	13.8	B	16.0
15	75th Street and State Line Road	C	24.6	C	33.3
16	75th Street and Belinder Avenue	B	14.8	B	15.8
17	75th Street and Mission Road	<b>D</b>	<b>42.2</b>	<b>D</b>	<b>47.0</b>
18	75th Street and Delmar Street	A	8.3	A	3.5
19	75th Street and Roe Avenue	<b>D</b>	<b>36.4</b>	<b>D</b>	<b>38.8</b>
20	75th Street and Nall Avenue	<b>D</b>	<b>42.1</b>	<b>D</b>	<b>43.2</b>
21	75th Street and Lamar Avenue	B	18.7	C	23.3
22	Cambridge Street and State Line Road	C	23.0	<b>D</b>	<b>44.4</b>
23	77th Street and Mission Road	A	8.3	A	6.2
24	79th Street and Mission Road	B	16.2	B	12.5
25	79th Street and Nall Avenue	B	18.1	C	21.6
26	79th Street and Lamar Avenue	A	7.1	A	8.1
27	Somerset Drive and State Line Road	B	15.3	B	15.4
28	Somerset Drive and Lee Boulevard	B	10.5	B	11.9
29	Somerset Drive and Belinder Avenue	A	4.4	A	4.8
30	Somerset Drive and Mission Road	B	17.7	C	22.6
31	83rd Street and Mission Road	C	25.2	C	28.4
32	83rd Street and Somerset Drive	B	14.1	C	15.7
33	83rd Street and Roe Avenue	B	19.6	C	22.1
34	83rd Street and Nall Avenue	B	11.3	B	16.4
35	83rd Street and Lamar Avenue	A	7.1	A	7.8
36	Somerset Drive and Roe Avenue	B	18.8	C	22.5
37	87th Street and Nall Avenue	A	9.7	A	6.3
38	Somerset Drive and Nall Avenue	B	17.6	C	23.6
39	95th Street and Mission Road	C	29.8	<b>D</b>	<b>40.0</b>
40	95th Street and Roe Avenue	B	18.3	C	27.8
41	95th Street and Rosewood Drive	A	9.6	B	11.3
42	95th Street and Nall Avenue	C	27.1	<b>D</b>	<b>40.0</b>

1 – LOS – Level of service

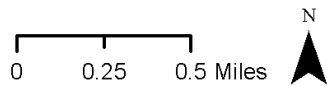
2 – Delay in seconds per vehicle



**Level of Service**

AM  
PM Peak Hour

- LOS A
- LOS B
- LOS C
- LOS D



**Existing Intersection Levels of Service**

The results of the operational analysis indicate that all of the city’s signalized intersections operate at acceptable levels of service during the peak hours of a typical weekday. This generally indicates good operations. During off-peak times, traffic volumes are lower, and levels of service are better.

There are six intersections that operate at LOS D during one or both peak hours. The intersections are:

- ▶ 75th Street and Nall Avenue
- ▶ 75th Street and Roe Avenue
- ▶ 75th Street and Mission Avenue
- ▶ State Line Road and Cambridge Street
- ▶ 95th Street and Mission Road
- ▶ 95th Street and Nall Avenue

These intersections are characterized by a high volume of traffic on all approaches, as they are arterial streets. To improve the levels of service at the 75th Street and the 95th Street intersections, significant improvements would be needed. The addition of right-turn lanes could alleviate some of the queuing, but it would only have a minimal impact on delays. Therefore, widening for dual left-turn lanes would be needed to improve the overall intersection LOS. Right-of-way is limited at all these intersections. Any capacity improvement project would be costly and would have significant impacts to utilities and adjacent properties.

At the State Line Road and Cambridge Street intersection, the skew angle of the intersecting streets causes the path for the eastbound and westbound left-turn movements to overlap. Due to this overlap, the traffic signal has to be split phased for eastbound and westbound traffic. Split phasing is less efficient than standard phasing. By realigning the intersection approaches, standard phasing could be implemented. Standard phasing could reduce peak hour delays at the intersection by as much as 25 percent, which would improve the level of service. A concept for possible geometric realignment is shown in the figure below.



Realignment Concept for State Line Road and Cambridge Drive Intersection

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## Recommendations

While the city's signalized intersections were found to operate acceptably, there are some other improvements that should be considered to enhance operations or to meet current standards. These recommendations are generally described in the following paragraphs. More detailed recommendations for each location are provided in the Intersection Recommendations Summary table in the Appendix.

### Signal Equipment

Several of the city's signals are older and will be in need of substantial maintenance in coming years. Several signal controllers are the old electromechanical style, which are at least 40 years old. Several signal poles were also observed to have rust forming. While the maintenance of the city's signals is the responsibility of KCPL or the bordering cities, Prairie Village may want to be involved in decisions about signal maintenance. Maintenance activities may provide opportunities to update equipment and enhance operations.

Almost all of the city's signals have mast arms with signal indications mounted overhead. Overhead mounted signals generally provide the best visibility for approaching traffic. Mast arm mounted signal indications are currently the standard in most cities in the Kansas City area. As such, drivers tend to expect overhead indications at signalized intersections.

There are still several intersections in the city that only have pedestal mounted traffic signals at the sides of the street. The locations of the pedestal mounted signals are:

- ▶ 67th Street and Roe Avenue (eastbound and westbound approaches)
- ▶ 69th Street and Roe Avenue
- ▶ 71st Street and Roe Avenue
- ▶ 7230 Belinder Avenue (Belinder Elementary School)
- ▶ 73rd Street and Cherokee Drive
- ▶ 75th Street and Lamar Avenue (northbound and southbound approaches)
- ▶ 4800 W. 79th Street (Kansas City Christian School)
- ▶ State Line Road and Cambridge Street

Based on the analysis from the Safety Task of the Citywide Traffic Safety Study, the pedestal mounted signal indications could have been a contributing factor in some of the crashes that occurred at the intersection of State Line Road and Cambridge Street. None of the other locations with pedestal mounted signals had an average of 5 or more crashes in a 12-month period. Therefore, the lack of overhead signal indications has not contributed to a noticeable pattern of crashes at most of these locations. However, upgrades should be considered at the pedestal mounted signals to enhance safety, consistency, and uniformity.

### Flashing Yellow Arrow

Flashing yellow arrow signal heads have been shown to be safer and more efficient than traditional left-turn signals. Flashing yellow arrow signals are becoming more widely used in the Kansas City area. Overland Park has upgraded a number of their signals to flashing yellow arrow operations, including several on streets bordering Prairie Village. In 2015, KCPL converted the 83rd Street and Somerset Drive intersection to flashing yellow arrow left-turn operation. Data from the Safety Task of the Citywide Traffic Study indicates that crash frequency has decreased at the intersection since that change.



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Most intersections with protected/permitted left-turn phasing can be converted to flashing yellow arrow signals with several modifications. New signal heads, signage, and a new conflict monitor are all typically needed for such a conversion. Per the MUTCD, flashing yellow arrow signal heads are to be positioned over the left-turn lane. Therefore, not all mast arms are long enough to allow for flashing yellow arrow signals. Some locations that could be considered for flashing yellow arrow conversion are listed in the Intersection Recommendations Summary table in the Appendix.

### **Protected/Permitted Left-Turn Phasing**

A previous study from OGL mentioned that protected/permitted left-turn phasing should be considered for the side street approaches to the 75th Street intersections with Nall Avenue, Roe Avenue, and Mission Road. The study suggests that delays may reduce if protected/permitted left-turn phasing were implemented for these approaches. It should be noted that during peak hours heavy volumes of through traffic oppose the left-turn movements. Therefore, few vehicles would be able to complete left-turn movements during the permissive phase if it was implemented.

Allowing permissive left-turn movements would cause left-turn drivers to look for gaps in the flow of opposing traffic. On frequent occasions during peak hours, there are left-turn drivers queued in the opposing left-turn lane. Left-turn drivers will have to look around queued left-turn vehicles in the opposing direction to identify gaps. If drivers do not judge the gaps appropriately, an increase in crash frequency could result. The OGL intersections along 75th Street already have some of the highest crash frequencies in the city. Given the potential to further increase crashes at peak times, we would not recommend a change to protected/permitted left-turn phasing at this time.

There could be some benefit to protected/permitted left-turn phasing during off-peak times, when traffic volumes are typically lower. During off-peak times, gaps in the flow of traffic should be more prevalent. With flashing yellow arrow left-turn phasing, it is possible to vary the left-turn phasing during different times of day. Therefore, flashing yellow arrow left-turn phasing could be implemented, if OGL is able to vary the left-turn phasing based on the time of day. The permissive phase could be eliminated during peak times by not displaying the flashing yellow arrow.

Preliminary analysis suggests that intersection delays can be reduced if left-turn phasing was eliminated altogether at some intersections. Eliminating the left-turn phase will allow more green time to be allocated to the through phases. This is true at locations where the volume of left-turning traffic is low, and the volume of traffic opposing the left-turn movement is moderate to low. These locations are listed in the Intersection Recommendations Summary table in the Appendix. When deciding on locations to convert to flashing yellow arrow signals or to remove left-turn phasing, consistency with adjacent signals along a corridor should be considered.

### **Pedestrian Accommodations**

The most recent version of the MUTCD includes a number of changes regarding pedestrian pushbuttons. Some of these changes include specific requirements for the locations of pushbuttons relative to curb ramps. Pushbuttons are to be located between 1.5 feet and 6 feet behind the curb. If physical constraints exist, the pushbutton can be located up to 10 feet behind the curb. Pushbuttons are also to be located within 5 feet from the edge of a crosswalk, measured laterally. There should also be 10 feet of separation between two pushbuttons on the same corner.

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Most of the pushbuttons throughout the city are not located in compliance with current standards. Many are not located adjacent to a sidewalk or a level landing surface. A number of the pushbuttons are located within the required distances from the back of curb or from the crosswalk. Adjusting pushbutton locations to meet MUTCD requirements will involve installing new signal equipment, and reconfiguring curb ramps or sidewalk. The scope of these modifications can be significant and costly. The city and KCPL should coordinate when curb ramp or traffic signal modifications are made at a signalized intersection to ensure that any new construction or modification meets current requirements.

The style of pushbuttons has also changed to meet the requirements of the Americans with Disabilities Act (ADA). The large button style that can be pushed by the pedestrian with minimal force meets current ADA requirements, and is the predominate type in the city. There are also a few locations with accessible pedestrian signal (APS) pushbuttons, which also meet ADA requirements. A few locations throughout the city still have the older style pushbuttons with the small button. All of these smaller pushbuttons should be replaced, as indicated in the Intersection Recommendations Summary table in the Appendix.

The new standard for pedestrian signal indications includes countdown timers. Countdown timers enhance safety by providing additional guidance to pedestrians crossing the street. The countdown timer starts counting at the beginning of the flashing hand display to let pedestrians know how much time remains for them to cross the street.

All pedestrian signal indications in Prairie Village can be upgraded to countdown timers by replacing the existing indications. Several signalized intersections have already been upgraded. Upgrading all signals will take some time, so it would be best to prioritize upgrading to countdown indications where pedestrian activity is highest. We would recommend upgrading to countdown indications at intersections near parks, schools, and where APS pushbuttons are installed. These locations are listed in the Intersection Recommendations Summary table in the Appendix. When upgrading to countdown signal indications, the pedestrian pushbutton signage should also be replaced with signs that explain the countdown timer (MUTCD No. R10-3e).

### **Signal Timings**

The current traffic signal timings were reviewed for compliance with the MUTCD and current signal timing practices. The signals maintained by Overland Park meet current signal timing standards, while many of the signals maintained by KCPL and Kansas City need some changes. In general, changes are recommended for many of the clearance intervals (yellow and all-red) as well as the pedestrian timings. Recommended yellow and all-red timings are based on information provided in the Traffic Signal Timing Manual, published by the FHWA. Pedestrian timing recommendations follow MUTCD procedures. Traffic signal timing worksheets for each of the intersections where changes are recommended are included in the Appendix. New timings are indicated with bold text on the worksheets.

Volume density timings are inputs to the signal controller than can be effective in reducing delays and queuing. These inputs include minimum passage time, time before reduction, and time to reduce. These settings can increase efficiency by decreasing passage time when calls are present for opposing traffic. The result is that the signal will gap out faster when traffic flows are not as heavy for a particular movement, allowing other movements to be served sooner.

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Volume density timings for the 71st Street and Mission Road intersection are provided on the signal timing worksheet in the Appendix. These timing changes are to be made in conjunction with the other signal timing changes recommended at this intersection. The recommended volume density timings are based on information provided in the Traffic Signal Timing Manual. The 71st Street and Mission Road intersection could serve as a test location to evaluate how the intersection performs with volume density timings. If the city is satisfied with operations at this intersection, volume density timings could be considered at many of the other signals in the city, especially at intersections where long queues are a concern.

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## APPENDIX

### Intersection Recommendations Summary Table

Location		Recommendations	Time Frame	Maintaining Entity
1	63rd Street and Mission Road	Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider removing all left-turn phasing or converting to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
2	63rd Street and Roe Avenue	Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider removing east/west left-turn phasing or converting to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
		Consider converting north/south left-turn signals to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
3	67th Street and Mission Road	Remove the pedestrian signals and pushbuttons for the south leg of the intersection. There is no crosswalk or curb ramps on this leg.	Short Term	KCPL
		Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
		Remove the school crossing sign assembly for southbound traffic from the signal pole in the southwest corner. Install the assembly adjacent to the crosswalk on the northwest corner of the intersection.	Short Term	Prairie Village
		Consider converting northbound left-turn signal to a flashing yellow arrow signal. This may require a longer mast arm.	Long Term	Prairie Village & KCPL
4	67th Street and Roe Avenue	In the southeast corner of the intersection, relocate the pushbutton from the north side of the pedestal to the south side of the pedestal to be positioned properly for the crosswalk on the south leg of the intersection.	Short Term	KCPL
		Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
		Consider removing north/south left-turn phasing.	Long Term	Prairie Village & KCPL
		Install mast arms for east/west signal indications.	Long Term	Prairie Village & KCPL

Location		Recommendations	Time Frame	Maintaining Entity
6	Tomahawk Road and Mission Road	Consider converting left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
7	69th Street and Roe Avenue	Install mast arms for all signal indications.	Long Term	Prairie Village & KCPL
8	71st Street and State Line Road	Replace pedestrian pushbuttons that are the small button type.	Short Term	Kansas City
		Relocate pushbuttons to be adjacent to sidewalks per ADA requirements	Long Term	Kansas City
9	71st Street and Mission Road	Update traffic signal timings per the worksheet in the Appendix	Short Term	KCPL
		Install a side mount signal head for southbound traffic on signal pole in northwest corner of the intersection, as identified in the Safety Task Report.	Short Term	KCPL
		Consider converting north/south left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
		Consider removing east/west left-turn phasing.	Long Term	Prairie Village & KCPL
10	71st Street and Tomahawk Road	Consider removing westbound left-turn phasing.	Long Term	Prairie Village & KCPL
11	71st Street and Roe Avenue	Consider removing north/south left-turn phasing or converting to flashing yellow arrow signals. This may require longer mast arms.	Long Term	Prairie Village & KCPL
		Install mast arms for east/west signal indications.	Long Term	Prairie Village & KCPL
13	72nd Terrace and Mission Road	Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
14	Roe Avenue and Tomahawk Road	Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
		Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider removing north/south left-turn phasing or converting to flashing yellow arrow signals. This may require longer mast arms.	Long Term	Prairie Village & KCPL
15	75th Street and State Line Road	Mark a crosswalk at the curb ramps in the northwest corner of the road where pedestrians cross the southbound right-turn movement.	Short Term	Prairie Village
		Consider converting left-turn phasing to flashing yellow arrow signals.	Long Term	Kansas City

Location		Recommendations	Time Frame	Maintaining Entity
	7230 Belinder Avenue	Consider modifications for this pedestal mounted school crossing signal. Modifications may include installing mast arms for overhead indications or installing a pedestrian hybrid beacon (HAWK signal).	Long Term	Prairie Village & KCPL
	73rd Street and Cherokee Drive	Consider modifications for this pedestal mounted pedestrian signal. Given the low volume of traffic on Cherokee Drive, this signal is not likely to be warranted. Modifications may include installing a pedestrian hybrid beacon (HAWK signal) or installing rectangular rapid flashing beacons (RRFB).	Long Term	Prairie Village & KCPL
	Windsor Street and Falmouth Street	Consider modifications for this school crossing signal. Given the low volume of traffic on Windsor Street, the protection provided by a signal may not be necessary. Modifications may include installing a pedestrian hybrid beacon (HAWK signal) or installing rectangular rapid flashing beacons (RRFB).	Long Term	Prairie Village & KCPL
16	75th Street and Belinder Avenue	Signal optimization indicates that more green time would be beneficial for the north/south approaches. Volume density timings may also be beneficial at this signalized intersection.	Short Term	OGL
		Consider converting east/west left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village, KCPL & OGL
17	75th Street and Mission Road	Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
18	75th Street and Delmar Street	Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
21	75th Street and Lamar Avenue	Install mast arms for east/west signal indications.	Long Term	Overland Park
		Consider converting east/west left-turn phasing to flashing yellow arrow signals.	Long Term	Overland Park
22	Cambridge Street and State Line Road	Remove the protected only northbound right-turn phasing since an exclusive right-turn lane does not exist.	Short Term	Kansas City
		Install mast arms for all signal indications.	Long Term	Kansas City
		Consider geometric modifications to eliminate east/west split phasing by allowing east/west through movements to time concurrently.	Long Term	Kansas City & Prairie Village

Location		Recommendations	Time Frame	Maintaining Entity
23	77th Street and Mission Road	Replace pedestrian signal indications with countdown indications as the intersection is near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider converting north/south left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
24	79th Street and Mission Road	Replace pedestrian signal indications with countdown indications as the intersection has APS pushbuttons. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider converting north/south left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
		Consider removing east/west left-turn phasing	Long Term	Prairie Village & KCPL
	4800 W. 79th Street	Consider modifications for this pedestal mounted school crossing signal. Modifications may include installing mast arms for overhead indications or installing a pedestrian hybrid beacon (HAWK signal).	Long Term	Prairie Village & KCPL
25	79th Street and Nall Avenue	Remove the pedestrian signals and pushbuttons for the south leg of the intersection. There is no crosswalk on this leg.	Short Term	KCPL
		Remove the curb ramp in the southwest corner of the intersection. A curb ramp does not exist in the southeast corner and it would be difficult to construct due to a utility pole and curb inlet.	Short Term	Prairie Village
		Consider converting north/south left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
27	Somerset Drive and State Line Road	Replace pedestrian pushbuttons that are the small button type.	Short Term	Kansas City
		Install back plates on all mast arm mounted signal heads	Short Term	Kansas City
28	Somerset Drive and Lee Boulevard	Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
29	Somerset Drive and Belinder Avenue	Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
		In the northwest corner of the intersection, relocate the pushbutton from the south side of the signal pole to the north side of the pole to be positioned properly for the crosswalk on the north leg of the intersection.	Short Term	KCPL



Location		Recommendations	Time Frame	Maintaining Entity
30	Somerset Drive and Mission Road	Replace pedestrian signal indications with countdown indications as the intersection has APS pushbuttons. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider converting left-turn phasing to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
31	83rd Street and Mission Road	Install a side mount signal head for westbound traffic on signal pole in northwest corner of the intersection, as identified in the Safety Task Report.	Short Term	KCPL
		Replace pedestrian signal indications with countdown indications as the intersection near a school. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider converting left-turn phasing to flashing yellow arrow signals for consistency along the Mission Road corridor.	Long Term	Prairie Village & KCPL
32	83rd Street and Somerset Drive	Replace pedestrian pushbuttons that are the small button type.	Short Term	KCPL
33	83rd Street and Roe Avenue	Consider removing left-turn phasing, or converting to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
36	Somerset Drive and Roe Avenue	Replace pedestrian signal indications with countdown indications as the intersection near a park. Replace pedestrian pushbutton signs to match the countdown indications (MUTCD No. R10-3e).	Short Term	KCPL
		Consider removing left-turn phasing, or converting to flashing yellow arrow signals.	Long Term	Prairie Village & KCPL
39	95th Street and Mission Road	The left-turn signals at this intersection were recently converted to flashing yellow arrow signals. The crashes at the intersection should be monitored to determine if the pattern of eastbound left-turn crashes reduces. If the pattern continues, consider implementing protected only left-turn phasing during peak times when eastbound left-turn crashes are most prevalent.	Long Term	Overland Park, Prairie Village, & Leawood





# Citywide Traffic Safety Study Task 4 - Crosswalks

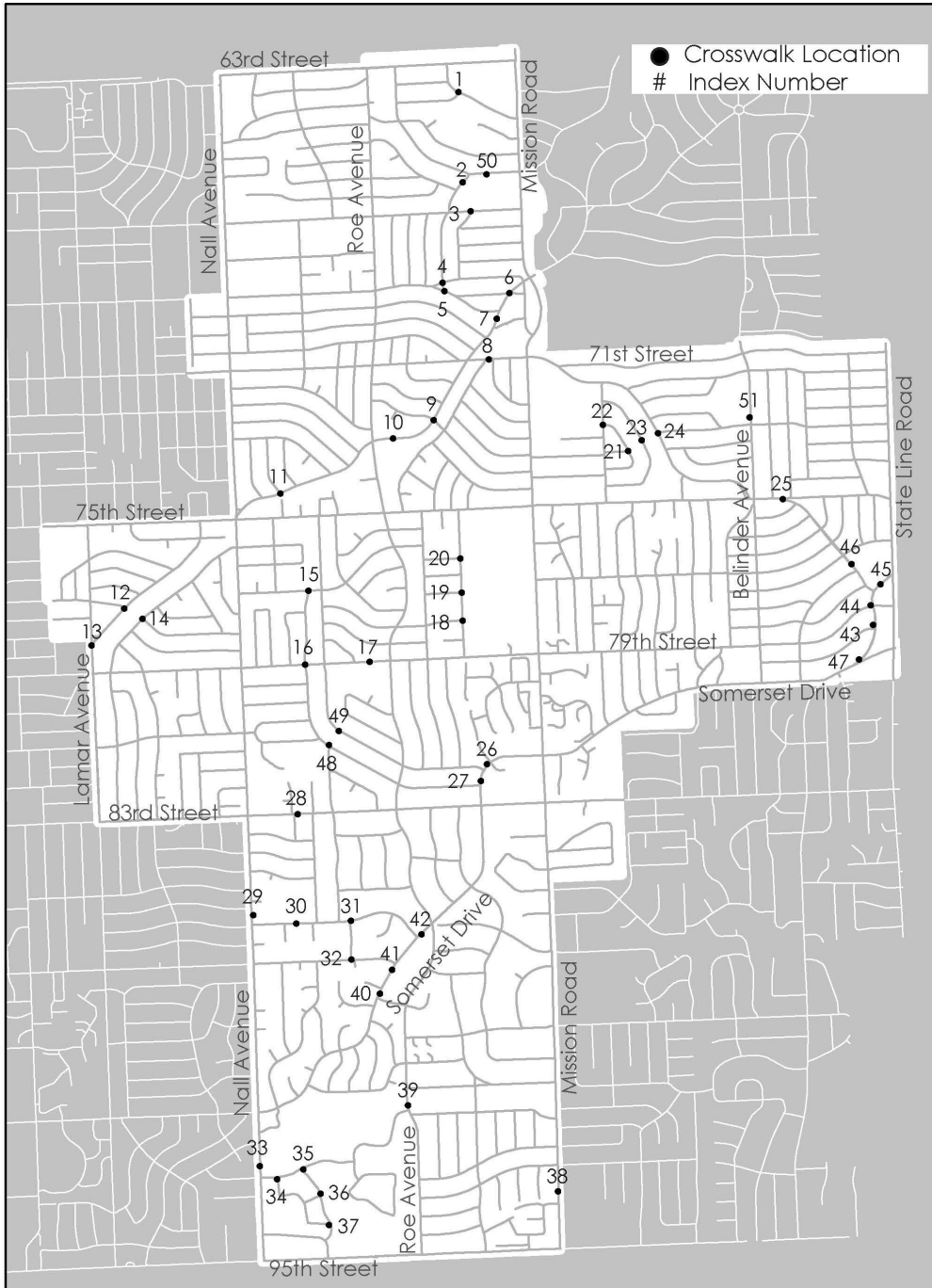
City of Prairie Village | May 2019





## Introduction

TranSystems has completed the Crosswalks Task as part of the Citywide Traffic Safety Study. The purpose of this task is to inventory and identify the conditions at the uncontrolled and midblock pedestrian crossings throughout the city. All uncontrolled and midblock crosswalks in the city were inventoried in detail with respect to crosswalk conditions, traffic control devices, and pedestrian safety. A map of the inventoried crosswalks is shown below.



Map of Crosswalk Locations

## Data Collection

As part of the data collection, various features which may affect pedestrian safety at each crosswalk were inventoried. These included characteristics such as posted speed limit, crosswalk and roadway width, pavement markings, signage, and sight distances from each side of the crosswalk. The detailed inventory of each crosswalk is included in the Appendix.

Sight distances were measured in a cursory manner at each side of the crosswalk, looking in both directions along the street. Sight distances were considered to be excellent (Ex) if approaching vehicles were visible for at least 14 seconds before reaching the crosswalk. Sight distances were considered to be adequate (Ad) if approaching vehicles were visible for 13 to 7 seconds before reaching the crosswalk. If approaching vehicles were visible for less than 7 seconds, more information or measurements (M) were recorded.

## Analysis

In general, the signing and pavement markings at the crosswalks throughout the city is uniform and in compliance with the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD is the Federal Highway Administration (FHWA) reference adopted as the standard governing the use of traffic control devices in the State of Kansas. The pavement markings and signage were found to be in good condition. Some additional information about the crosswalks is listed in the following paragraphs.

The majority of uncontrolled crossings in Prairie Village are signed as pedestrian crossings with the Pedestrian warning sign (MUTCD No. W11-2) and downward diagonal arrow plaque (MUTCD No. W16-9p). The color of the sign face varies. Most of the pedestrian signage was the fluorescent yellow-green color, but there were also a number of pedestrian signs with the standard yellow color. Either color is acceptable according to the MUTCD. Most of the uncontrolled crossings also had a ladder style of pavement markings, including two transverse white lines, with wide white longitudinal lines between them. A few crosswalks were the standard type with just two transverse lines. In the Meadowbrook development, most crosswalks are the continental style, with only wide white longitudinal lines.

A number of the crosswalks in the city are school crossings located along school walking routes. School crossings are signed with School warning signs (MUTCD No. S1-1), with a diagonal downward arrow plaque (MUTCD No. W16-7p). The color of these signs are all florescent yellow-green. Each of these crosswalks is located within a marked school zone or if not, School Advance sign assemblies are posted in advance of a school zone.

Raised crosswalks, such as the location shown at right, have been installed at several locations in the city as traffic calming devices. Raised crosswalks consist of a speed hump with a marked crosswalk on top of the hump. The pavement markings used for the raised crossings are the standard type with two transverse lines. Triangular speed hump markings are in place at each location, and advance warning markings are included at some installations.



**Raised crosswalks include a speed hump and a marked crosswalk**

Signage at raised crosswalks is different than at other pedestrian crossings. At the crosswalk, a small diamond shape sign with the text “HUMP” is installed between the Pedestrian warning sign and the diagonal downward arrow plaque on the same sign post. The “HUMP” sign is not a standard sign type or size. In advance of several of

the raised crosswalks, there are 15 mph advisory speed plaques posted between the Pedestrian warning sign and the Ahead plaques on the same post.



**Rectangular Rapid Flashing Beacons (RRFB) installed on pedestrian crossing signage**

Several crosswalk locations include raised medians within the street, separating the two directions of travel. Raised medians can increase safety for pedestrians by providing a refuge in the middle of the crosswalk. The median allows pedestrians to only cross one direction of traffic at a time, and reduces the crossing distance.

At the time of our data collection, there were three crosswalks where the signage was supplemented with Rectangular Rapid Flashing Beacons (RRFB), such as the crossing shown at left. The RRFB displays a strobe type amber warning light when a pushbutton is activated by a pedestrian. These devices are solar powered. Studies have shown that RRFB installation can be effective in improving driver yielding behavior at uncontrolled crosswalks.

## Recommendations

During our inventory, several deficiencies were identified. Recommendations to address deficiencies observed at specific locations are listed below.

### Delmar Street at 64th Street

There is a large bush on the south side of the street along the sidewalk that obstructs visibility looking to the east. This bush should be trimmed to improve sight lines.

### 67th Street at Delmar Street

There is no detectable warning surface on the curb ramp on the north side of the crosswalk. A detectable warning surface should be installed on the ramp. Additionally, the diagonal downward arrow plaque (MUTCD No. W16-9p) posted for westbound traffic at the crosswalk was damaged at the time of our review.

### 86th Street at 5300 block

There is no detectable warning surface on the curb ramp on the north side of the crosswalk. A detectable warning surface should be installed on the ramp.

### Nall Avenue at Meadowbrook Parkway

The advance warning sign assemblies for this crosswalk include the smaller 30"x30" size Pedestrian Crossing signs (MUTCD No. W11-2). The MUTCD states that diamond shaped warning signs on multi-lane streets, such as Nall Avenue should be 36"x36" size. Therefore the Pedestrian Crossings signs on the advance warning assemblies should be replaced with the larger 36"x36" size signs.

### Mission Road at 9300 Block

There is no detectable warning surface on the curb ramp on the east side of the crosswalk. A detectable warning surface should be installed on the ramp.



### 66th Street at 4000 Block

There is no detectable warning surface on the curb ramp on the east side of the crosswalk. A detectable warning surface should be installed on the ramp.

### Colonial Drive at 77th Street

There are curb ramps on each side of the street at this location, but no crosswalk markings or signage. This crossing is along the same sidewalk route that also crosses Tomahawk Drive at 78th Street, which does have a marked crosswalk and signage. For consistency along the sidewalk route, a marked crosswalk and Pedestrian Crossing warning signs should be installed.

### Colonial Drive at Lamar Avenue

The crosswalk across Colonial Drive is located just east of Lamar Avenue, in a location that is difficult for pedestrians and drivers to see, as northbound drivers on Lamar Avenue turn right onto Colonial Drive. Visibility could be improved at this location by reconfiguring the southeast corner of the Lamar Avenue and Colonial Drive intersection with a new smaller corner radius in the southeast corner as shown in the figure at right. Then the crosswalk could be relocated closer to Lamar Avenue, while maintaining a short crossing distance. The short crossing distance is important to minimize the time it takes for a pedestrian to cross the street, thereby limiting their exposure to traffic. Moving the crosswalk parallel to Lamar Avenue will make it part of the intersection, and northbound right-turn traffic will be required to yield to pedestrians in the crosswalk, as such, no warning signs will be necessary at the new crosswalk location.

### Windsor Street at Falmouth

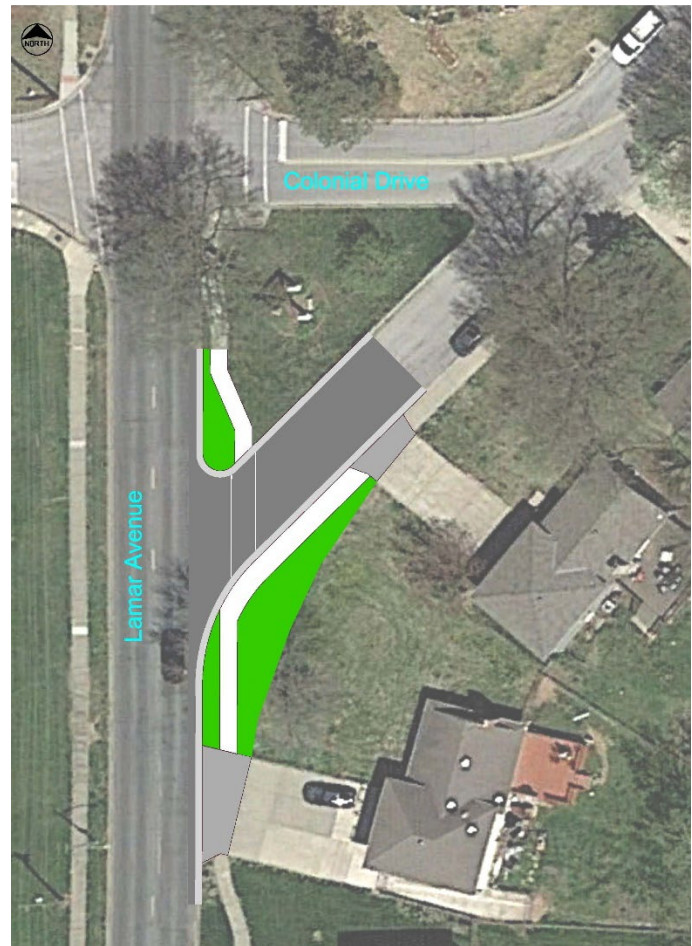
There is a traffic signal with a mast arm at this school crosswalk. Windsor Street is a relatively low volume street, therefore the traffic signal may be more protection than is necessary at this crosswalk. Other devices such as a Pedestrian Hybrid Beacon (HAWK) or Rectangular Rapid Flashing Beacon (RRFB) may be more appropriate at this location. An engineering study of the crosswalk should be completed before any changes are implemented.

### Belinder Avenue at 7200 Block

There is a pedestal mounted traffic signal at this school crosswalk. As discussed in the Traffic Signals Task of this report, overhead mounted signal indications provide the best visibility for approaching traffic. As such, mast arm mounted signal heads or other devices such as a Pedestrian Hybrid Beacon (HAWK) should be considered. An engineering study of the crosswalk should be completed before any change in the form of control is implemented.

### Cherokee Drive at 73rd Street

There is a pedestal mounted traffic signal at this pedestrian crosswalk. Cherokee Drive is a relatively low volume street, and it is highly unlikely that the number of pedestrians crossing at this location warrants a pedestrian



**Proposed roadway modifications at Colonial Drive and Lamar Avenue to improve crosswalk location**

crossing signal. Therefore, an engineering study of the crosswalk should be completed to determine if the traffic signal is warranted, and if not, what other traffic control devices may be appropriate at this location.

The signage at the crosswalk is an old style and no longer compliant with the MUTCD. The signage should be updated at this location to meet current MUTCD requirements. This includes the Crosswalk sign (MUTCD No. W11-2, size 30"x30") with a diagonal downward arrow plaque (MUTCD No. W16-9p, size 24"x12"). Additionally, there is no detectable warning surface on the curb ramp on the east side of the crosswalk. A detectable warning surface should be installed on the ramp.

#### Delmar Street at 77th Terrace

On street parking is allowed on the east side of Delmar Street, which is adjacent to Shawnee Mission East High School. This area is frequently used for parking on school days. There is a No Parking sign installed below the School Crossing warning sign assembly posted for northbound traffic. The No Parking sign has an arrow restricting parking south of that location. During our data collection, we observed vehicles parking at the north edge of the crosswalk, as shown in the picture below. Vehicles parked that close to the crosswalk restrict sight lines for drivers and pedestrians at the east side of the crosswalk. The existing No Parking sign with the arrow should be relocated at least 20 feet north of the crosswalk to allow for better sight lines.



**Current on-street parking activity along the east side of Delmar Street at 77th Terrace**

#### 79th Street at 4800 Block

There is a pedestal mounted traffic signal at this school crosswalk. As discussed in the Traffic Signals Task of this report, overhead mounted signal indications provide the best visibility for approaching traffic. As such, mast arm mounted signal heads or other devices such as a Pedestrian Hybrid Beacon (HAWK) should be considered. An engineering study of the crosswalk should be completed before any change in the form of control is implemented.

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## APPENDIX

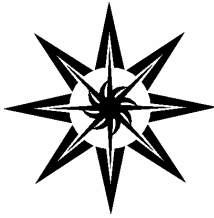


Citywide Traffic Safety Study  
 Prairie Village, Kansas

CROSSWALK INVENTORY LIST

Index Number	Crosswalk Location
1	Delmar @ 64th St
2	El Monte @ 65th St
3	67th St @ Delmar
4	69th St @ El Monte
5	Oxford @ El Monte
6	Tomahawk @ Prairie Ln
7	Tomahawk @ Oxford Rd
8	71st St @ Village Dr
9	Tomahawk @ 72nd Ter
10	Tomahawk @ 4600 Block
11	Tomahawk @ Ash
12	Colonial Dr @ 77th
13	Colonial Dr @ Lamar
14	Tomahawk @ 78th St
15	77th St @ Rosewood
16	79th St @ Rosewood
17	79th St @ 4800 Block
18	Delmar @ 78th St
19	Delmar @ 77th Pl
20	Delmar @ 77th Ter
21	Falmouth @ 7300 Block
22	Windsor @ Falmouth
23	Falmouth @ 7200 Block
24	Cherokee @ 73rd
25	Booth @ 75th St
26	Somerset @ 82nd St
27	Somerset @ 82nd Ter
28	83rd @ Juniper
29	Nall @ 8600 Block
30	86th st @ 5300 Block
31	86th St @ Cedar
32	87th St @ Cedar
33	Nall @ Meadowbrook
34	Meadowbrook @ 5400 Block
35	Meadowbrook @ 5300 Block
36	Rosewood @ 9300 Block
37	Rosewood @ 9400 Block
38	Mission @ 9300 Block
39	Roe @ 9100 Block

Index Number	Crosswalk Location
40	Somerset @ 88th St
41	Somerset @ 87th St
42	Somerset @ 86th St
43	Cambridge @ 79th Ter
44	Cambridge @ 79th St
45	Cambridge @ Booth
46	Booth @ 77th
47	Somerset @ Cambridge
48	Juniper @ 8000 Block
49	Rosewood @ Briar
50	66th St @ 4000 Block
51	Belinder @ 7200 Block



## **PUBLIC WORKS DEPARTMENT**

**Council Committee Meeting Date: June 17, 2019**

### **CONSIDER ENTERPRISE FLEET MANAGEMENT LEASE PROGRAM FOR CITY VEHICLES**

#### **RECOMMENDATION**

**Approve Master Equity Lease Agreement with Enterprise Fleet Management for light duty Public Works vehicles. Also approve that the Public Works Director can sign the individual vehicle lease documents when new vehicles are leased.**

#### **BACKGROUND**

Public Works has been considering the Enterprise Fleet Management lease program recently as several other public agencies have had success with this program. The Lenexa Public Works Department has leased over sixty vehicles and the Olathe School District utilizes the lease program as well as many any other agencies in the Kansas City region.

Leasing vehicles will save money over time and will also allow us to have new, more fuel efficient vehicles every three to five years. We are only proposing to lease vehicles to replace light duty trucks and cars that do not have significant amounts equipment added to them. The F-550's and Large Dump Trucks will continue to be purchased.

It is proposed to lease nineteen Public Works and City Hall vehicles over a three year period. Six vehicles will be leased in year one, followed by seven in year two, and six in year 3.

Ken Olsen with Enterprise Fleet Management will be at the meeting to explain the details of program.

#### **FUNDING SOURCE**

Funding is available in the Equipment Reserve Fund for 2019 as three F-150 trucks that were planned for replacement will now be replaced with leased vehicles. Those budgeted funds will pay for all the leases in year one. In future years, a budget line item will be established for leased vehicles.

#### **ATTACHMENTS**

1. Enterprise Master Lease Agreement
2. Addendum to the Master Lease Agreement
3. Document summarizing the lease program

#### **PREPARED BY**

Keith Bredehoeft, Public Works Director

June 12, 2019

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_





AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of May, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of May, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Prairie Village, KS ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. Notwithstanding anything herein to the contrary, this Agreement will be governed by and construed in accordance with the substantive laws of the State of Kansas, including but not limited to K.S.A. 10-1116b (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, but subject to the limitations of Kansas law, including but not limited to K.S.A. 10-1116b, Lessor reserves the right to bill Lessee for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of May, 2019.

\_\_\_\_\_  
City of Prairie Village, KS (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## FLEET MANAGEMENT

# FLEET SYNOPSIS | City of Prairie Village



City of Prairie Village, KS  
7700 Mission  
Prairie Village, KS 66208

[Enterprise Fleet Management, Inc.](#)  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

[Ken Olsen](#)  
Account Executive  
5359 Merriam Drive  
Merriam, KS 66203  
913-384-7257



# FLEET SYNOPSIS | CITY OF PRAIRIE VILLAGE

## Impact of Partnership

### BACKGROUND

Location: Prairie Village, KS

Industry: Government

Total Vehicles: 19

### THE SITUATION

The City of Prairie Village is looking for a solution to better manage its aging fleet.

- 35% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take almost 12 years to cycle out the entire fleet at current acquisition rates.

### THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease\* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be handled internally at this time through current processes.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

\*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

### CLIENT TESTIMONIAL

*"There are many benefits for using Enterprise for the city fleet vehicles. It allows the city to budget for fleet replacement, and it allows the city to replace the vehicles more frequently, reducing maintenance and fuel costs due to more efficient vehicles."*

*– Dana Thornhill, City of Anna Finance Manager*

### THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City of Prairie Village will reduce fuel costs by 25%. The City of Prairie Village will also get to significantly reduce their maintenance costs. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace 6 of its oldest vehicles within a year and save approximately \$15,372.

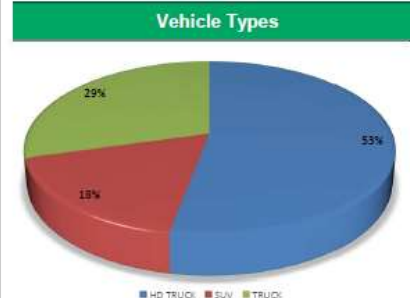
Ken Olsen | 913-384-7257 | [Kenneth.P.Olsen@efleets.com](mailto:Kenneth.P.Olsen@efleets.com)



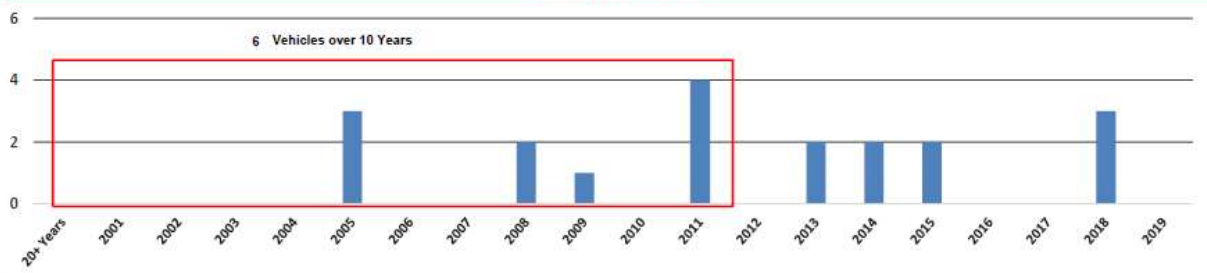
# SUPPORTING EVIDENCE | CITY OF PRAIRIE VILLAGE

## City of Prairie Village, KS - Fleet Profile

Fleet Profile				Fleet Replacement Schedule				Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2019	2020	2021	Under-Utilized	
Compact SUV 4x2	1	8.3	6,200	0	1	0	0	
Compact SUV 4x4	1	4.3	1,300	1	0	0	0	
Mid Size SUV 4x4	1	8.3	12,000	0	1	0	0	
1/2 Ton Pickup Reg 4x2	1	5.3	4,300	0	0	1	0	
1/2 Ton Pickup Ext 4x2	3	14.3	5,600	3	0	0	0	
1/2 Ton Pickup Quad 4x2	1	1.2	1,100	0	0	1	0	
3/4 Ton Pickup Reg 4x2	8	8.8	4,400	2	3	3	0	
3/4 Ton Pickup Ext 4x4	1	4.3	3,500	0	0	1	0	
Full-size Sedan	2	8.8	9,800	0	2	0	0	
<b>Totals/Averages</b>	<b>19</b>	<b>7.6</b>	<b>5,300</b>	<b>6</b>	<b>7</b>	<b>6</b>	<b>0</b>	



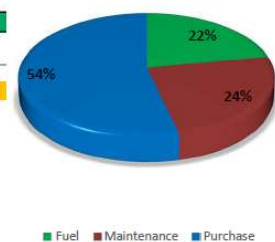
### Model Year Analysis



Current Fleet	19	Fleet Growth	0.00%	Proposed Fleet	19
Current Cycle	11.88	Annual Miles	5,300	Proposed Cycle	3.00
Current Maint.	\$85.00	Insurance	\$0.00	Proposed Maint.	\$26.48
Fuel Info		MPG	12	Price/Gallon	\$2.10

### Fleet Costs Analysis

Fiscal Year	Fleet Mix						Fleet Cost				Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash		
Average	19	1.6	19	0	42,907	0	19,380	0	17,623	79,910	0		
'19	19	6	13	6	0	33,140	15,166	0	16,231	64,538	15,372		
'20	19	7	6	13	0	74,223	10,251	0	14,608	99,082	-19,173		
'21	19	6	0	19	0	50,854	6,037	0	13,217	70,108	9,801		
'22	19	6	0	19	0	60,183	6,037	0	13,217	79,437	473		
'23	19	7	0	19	0	36,166	6,037	0	13,217	55,420	24,489		
'24	19	6	0	19	0	50,854	6,037	0	13,217	70,108	9,801		
'25	19	6	0	19	0	60,183	6,037	0	13,217	79,437	473		
'26	19	7	0	19	0	36,166	6,037	0	13,217	55,420	24,489		
'27	19	6	0	19	0	50,854	6,037	0	13,217	70,108	9,801		
<b>9 Year Savings</b>											<b>\$75,527</b>	<b>Avg. Sustainable Savings</b>	<b>\$11,587</b>



### Current Fleet Equity Analysis

YEAR	2019	2020	2021
QTY	6	7	6
RESALE	\$2,950	\$7,500	\$19,000
TOTAL	\$17,700	\$52,500	\$114,000
<b>Estimated Current Fleet Equity**</b>			<b>\$184,200</b>

Summary	
9 Year Savings	\$75,527
Estimated Fleet Equity	\$184,200
<b>Net Cash***</b>	<b>\$259,727</b>

### Key Objectives

- Lower the average age of the fleet**
  - > 35% of the fleet is over 10 years of age
  - > Newer vehicles have the most up to date safety standards
- Reduce operating costs**
  - > Anticipated 25% reduction in fuel expense by reducing the average age of the fleet from 7.6 years down to 3 years or less
- Long term sustainability**
  - > Three year program implementation
  - > Quarterly reviews and annual assessments with your local Account

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

\*\*\*Net Cash is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity



## CASE STUDY | CITY OF SAN MARCOS



### The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

#### BACKGROUND

Location: San Marcos, CA  
Industry: Government  
Total vehicles: 90 vehicles

#### THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

#### THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

**"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."**

— Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

#### THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

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#### Key Results

**27%  
DECREASE  
IN FLEET COSTS**



**RIGHT-SIZED  
FLEET BY 10%  
FOR BETTER  
UTILIZATION**

**REPLACED  
90 VEHICLES  
OVER A 3-YEAR PERIOD**



# PROGRAM RESOURCES | CITY OF PRAIRIE VILLAGE

## SAFETY

-6 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

-6 vehicles predate Electronic Stability Control. According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

## ACCOUNT MANAGEMENT

The City of Prairie Village will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 4 times a year- 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges

## ANCILLIARIES

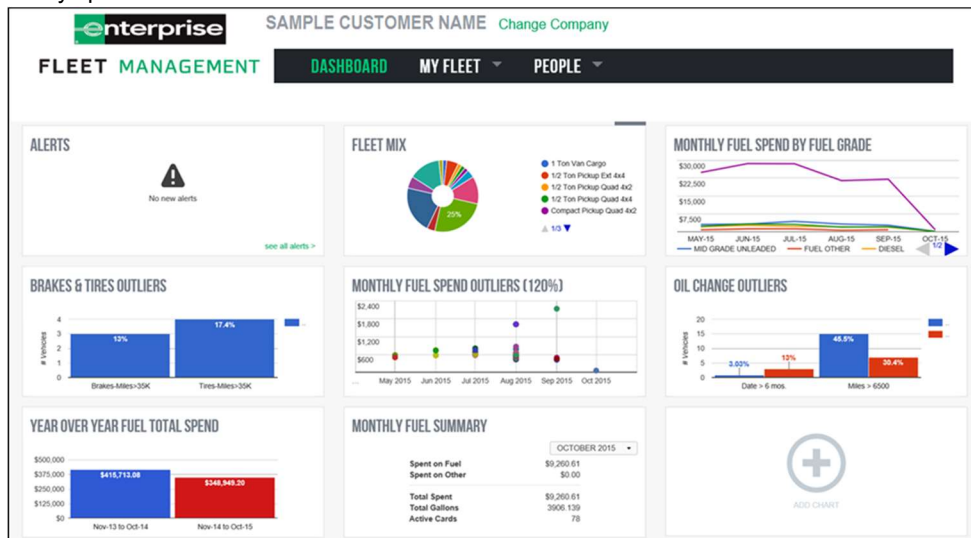
Enterprise Fleet Management has the ability to offer a total fleet solution should the county need further evaluation of the fleet. These can include:

- Fuel Card
- Maintenance Programs
- Telematics Device
- Physical Damage Coverage

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- (if programs are utilized in future) review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



# REFERENCES | CITY OF PRAIRIE VILLAGE

## CURRENT PARTNERS

- City of Lenexa, KS
- City of Overland Park, KS
- City of Springfield Police Department
- Johnson County, KS
- Shawnee County, KS
- City of Branson, MO
- City of Lake Ozark, MO
- Haysville USD 261
- Kansas City Kansas Public Schools USD 500
- Olathe Unified School District 233
- Raytown School District No. 2

## REFERENCES

Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Company Name: **City of Lenexa, KS**

Business Phone #: 913-477-7810

Contact Person: Nick Arena, Municipal Services Director

Company Name: **Olathe USD 233**

Business Phone #: 913-780-8045

Contact Person: Scott Carpenter, Business Services

Company Name: **City of Branson, MO**

Business Phone #: 417-337-8538

Contact Person: Jamie Rouch, Finance Director



## ADMINISTRATION

Council Committee Meeting Date: June 17, 2019

### Discussion on Proposed Zoning Regulations

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#### BACKGROUND

City staff has been working with the Planning Commission for the past several months on updates to our zoning regulations. The following sections have been added or revised and will be presented to the City Council for review and discussion:

1. Commercial landscaping standards (a new section)
2. Sign standards (revisions to existing chapter 19.48)
3. Site plan criteria (revisions to existing chapter 19.32.030)
4. Alternative energy systems (revisions to existing Chapter 19.50)
5. CUP/SUP/Uses and Districts (revisions to several sections of the zoning code)

Chris Brewster with Gould Evans will be present at the meeting to present the attached presentation and revised zoning regulations.

Once feedback is received from the Council, the next steps are to get community input and then set the proposed changes for public hearing at an upcoming Planning Commission meeting, followed by final adoption by the City Council late this summer.

#### RECOMMENDATION

Provide feedback to city staff on the proposed regulations and any changes/revisions that are deemed necessary.

#### ATTACHMENTS

Presentation on proposed changes  
Proposed commercial landscaping standards  
Proposed sign standards  
Current sign standards  
Proposed site plan criteria  
Current site plan criteria  
Proposed Alternative Energy Systems revisions  
Current Alternative Energy Systems code  
Proposed CUP/SUP/Uses and Districts revisions

#### PREPARED BY

Jamie Robichaud  
Deputy City Administrator  
Date: June 13, 2019



# Zoning Ordinance Updates



## Technical / “Clean up” Issues

- Interpretation of setback exceptions
- Coordination of SUP / CUP uses and process
- Sign ordinance update
- Landscape standards
- Other interpretation issues [fences, decks, site plans, etc.]

## Policy / Planning Issues

- Multi-family Infill [R-2, R-3, R-4, & MXD]
- Neighborhood Infill or Redevelopment [R-1A/B]
- Commercial Reinvestment [Form-based Codes?]
- Zoning Districts & Uses - Generally

## Special Tasks / Ongoing Issues

- Wireless Facilities Standards & Updates
- Neighborhood Design Focus Groups [“Phase II”]
- Renewable Energy Standards

## Technical / “Quick Fixes”

- Interpretation of setback exceptions
- Coordination of SUP / CUP uses and process
- Sign ordinance update
- Landscape standards
- Other interpretation issues [fences, decks, site plans, etc.]

## Policy / Planning Issues

- Multi-family Infill [R-2, R-3, R-4, & MXD]
- Neighborhood Infill or Redevelopment [R-1A/B]
- Commercial Reinvestment [Form-based Codes?]
- Zoning Districts & Uses - Generally

## Special Tasks / Ongoing Issues

- Wireless Facilities Standards & Updates
- Neighborhood Design Focus Groups [“Phase II”]
- Renewable Energy Standards

## Technical / “Quick Fixes”

- Interpretation exceptions
- Coordination of SUP / CUP uses and process
- Sign ordinance update
- Landscape standards
- Other interpretation issues [fences, decks, site plans, etc.]

Comp Plan  
Discussions

## Policy / Planning Issues

- Multi-family Infill [R-2, R-3, R-4, & MXD]
- Neighborhood Infill or Redevelopment [R-1A/B]
- Commercial Reinvestment [Form-based Codes?]
- Zoning Districts & Uses - Generally

## Special Tasks / Ongoing Issues

- Wireless Facilities Standards & Updates
- Neighborhood Design Focus Groups [“Phase II”]
- Renewable Energy Standards

- Landscape Standards (19.47 - *NEW*)
- Sign Standards (19.48)
- Site Plan Criteria (19.32.030)
- Alternative Energy Systems (19.50)
- CUP / SUP / Uses and Districts (various sections)
- Wireless Facilities (19.33 - future updates)

## OVERVIEW





## Requirements for different site elements

- Streetscape & Frontage (ROW + 20')
- Building Foundation (w/in 20' of Building)
- Parking (interior & perimeter)
- Buffers (other locations needing mitigation)

## Planting location guidelines and specifications


- Flexibility + performance standards

## Exceptions

- Staff up to 10% of dimensions; 25% of plant requirement
- Greater coordinated with PC site plan review

LANDSCAPE STANDARDS (19.47)




An aerial photograph of a large, multi-story building with a grey roof and white facade, surrounded by parking lots. A red dashed line highlights a specific area along the left and bottom edges of the building, indicating a streetscape and frontage. The area includes a sidewalk, a small landscaped area with trees, and a portion of the parking lot. A text box in the upper right corner provides guidelines for tree placement.

**Streetscape & Frontage:**

- 1 tree per 40'
- 2 if building set back more than 30'
- 50% on corner sides

≈ 25 trees



An aerial photograph of a large, multi-story building with a grey roof and light-colored facade. A red dashed line highlights a long, narrow area in front of the building, representing a foundation or landscaping zone. The building is surrounded by parking lots filled with cars and some trees. A semi-transparent red box in the upper right corner contains text and a list of specifications.

**Foundation:**

- 1 ornamental tree per 25'
- Evergreens substitute up to 50%
- 5 shrubs per 25'

≈ 14 trees; 66 shrubs



**Parking:**

- 1 large tree per 40' perimeter
- Ornamental substitute 2 for 1 up to 50%
- 1 large tree per 40' spaces
- Evergreens substitute 2 for 1 up to 50%
- 5 shrubs per 25' perimeter

≈ 29 trees; 190 shrubs





**Buffers:**

- Additional plants, walls, fences or combination may be required

≈ dependent on allocation of required plants



## General Interpretation Improvements

- Better define / allocate “exempt” signs (flags, window signs, temporary signs, construction and sale/lease signs, etc.)
- 4 simplified categories for sign types:
  - Wall Signs (5%)
  - Monument Signs (20 s.f. / 5')
  - “Pedestrian Signs” (per entrance (1 @ 8s.f.) and per linear feet of frontage (per 50' @ 6 s.f))
  - Temporary Signs

## Design & Location Standards for Specific Types

- Monument Signs; Wall Signs; Temporary Signs
- Improved multi-tenant requirements and guidelines

SIGN STANDARDS (19.48)





## Current [19.23.030]:

- A. *Accommodate building(s), parking areas and drives with appropriate open space and landscape;*
  - B. *Adequate utilities;*
  - C. *Adequate stormwater management;*
  - D. *Safe and easy ingress, egress and internal traffic circulation;*
  - E. *Good land planning and site engineering design principles;*
  - F. *Appropriate degree of compatibility will prevail between the architectural quality of buildings and the surrounding neighborhood;*
  - G. *Consistent with the Comprehensive Plan / other adopted policies.*
- 
- Improve criteria and give applicants better expectations based on past difficult applications.



SITE PLAN CRITERIA (19.32.030)

## Current [19.23.030]:

- A. *Accommodate building(s), parking areas and drives with appropriate open space and landscape;*
- B. *Adequate utilities;*
- C. *Adequate stormwater management;*
- D. ***Safe and easy ingress, egress and internal traffic circulation;***
- E. *Good land planning and site engineering design principles;*
- F. *Appropriate degree of compatibility will prevail between the architectural quality of buildings and the surrounding neighborhood;*
- G. *Consistent with the Comprehensive Plan / other adopted policies.*

## Proposed:

- D. The plan provides for safe and easy ingress, egress and internal traffic circulation, and appropriately balances vehicle and pedestrian circulation for the site, the block and other surrounding connections.





## Current [19.23.030]:

- A. *Accommodate building(s), parking areas and drives with appropriate open space and landscape;*
- B. *Adequate utilities;*
- C. *Adequate stormwater management;*
- D. *Safe and easy ingress, egress and internal traffic circulation;*
- E. ***Good land planning and site engineering design principles;***
- F. *Appropriate degree of compatibility will prevail between the architectural quality of buildings and the surrounding neighborhood;*
- G. *Consistent with the Comprehensive Plan / other adopted policies.*

## Proposed:

- E. The plan is consistent with good land planning and site engineering design principles. In making this determination, the Planning Commission shall consider:
  1. The location and orientation of buildings, and the scale, massing and design of portions of buildings nearest the property boundaries;
  2. Prevailing grades and transitions to adjacent areas;
  3. The arrangement, design, and location of open spaces and landscape areas.



## Current [19.23.030]:

- A. *Accommodate building(s), parking areas and drives with appropriate open space and landscape;*
- B. *Adequate utilities;*
- C. *Adequate stormwater management;*
- D. *Safe and easy ingress, egress and internal traffic circulation;*
- E. *Good land planning and site engineering design principles;*
- F. ***Appropriate degree of compatibility will prevail between the architectural quality of buildings and the surrounding neighborhood;***
- G. *Consistent with the Comprehensive Plan / other adopted policies.*

## Proposed:

- F. ~~An appropriate degree of compatibility will prevail between the architectural quality~~ The quality and appearance of the proposed building(s), and in particular the impact on the character of and the surrounding neighborhood. In making this determination, the Planning Commission shall consider:
1. The application of materials, and the likelihood for proper maintenance and appearances over time;
  2. The consistency of the design with the principles of the chosen architectural style for the building;
  3. Whether any specific materials, patterns or arrangements are prevalent among buildings and sites throughout the area, and which are capable of being integrated into the proposed plan.



## General Interpretation Improvements

- Codify recent PC interpretation on “roof - integrated” systems
- Clarify requirements for “visibility” from street.
- Address new or emerging options:
  - Vertical / wall mounted solar
  - “micro-” rooftop wind energy systems
- More flexibility, but associated with performance criteria on impacts on adjacent property (noise, glare, visibility).
- Administrative processes -
  - more as accessory use / building permit (staff);
  - some to site plan (PC) - small wind and exceptions to solar;
  - less to SUP (CC) - exceptions to small wind and larger wind in non-residential.



ALTERNATIVE ENERGY SYSTEMS (19.50)

## 1. Better distinctions between Special Use Permits and Conditional Use Permits

- Generally:
  - SUP = more thorough / discretionary review
  - CUP / Site Plan = routine / specific criteria or performance standards
- Process
  - SUP = Mailed & Posted notice / Public Hearing / Neighborhood Meeting / Council Approval
  - CUP / Site Plan = Mailed & Posted notice (?) / Public Hearing (?) / Neighbor Meeting (?) / Planning Commission Approval
- Change Criteria (currently the same for both)

## 2. Clean up list of uses

- Permitted uses -
  - Consistency of terminology between different zoning districts.
  - Generalize uses, but distinguish more based on scale / potential impact
- CUP / Site Plan vs. SUP - revisit lists based on above.
- Address recent interpretation issues (doggy daycare, wellness center, etc.)

*Otherwise no substantive or policy changes to currently allowed uses*

CUP / SUP / USES & DISTRICTS



## Planning Commission

## Governing Body

## Board of Zoning Appeals

Preliminary Plat

*Administrative*

Final Plat

*Administrative*

*(acceptance)*

Lot Split

*Administrative*

Rezoning / Text Amendment

*(recommendation)*

*Quasi-judicial / Legislative*

Special Use Permit

*(recommendation)*

*Quasi-judicial*

Conditional Use Permit

*Administrative*

Site Plan

*Administrative*

Exceptions

*Administrative*

*Administrative*

Variance

*Quasi-judicial*

Appeal

*Quasi-judicial*

Comprehensive Plan Adoption

*Legislative / Policy*

*(acceptance)*

## TYPES OF DECISIONS



# Legislative

*Changing the Law*

*Comprehensive Plan  
Rezoning  
Zoning text amendments*

- Full Discretion

*What should we do?  
What does our plan say?*

# Quasi-Judicial

*Evaluate How the Law Applies*

*Variances & Appeals  
Special Use Permits*

- Targeted Discretion

*How should the law apply  
to these facts?*

# Administrative

*Apply the Law*

*Site Plans & Exceptions  
Plats  
Conditional Use Permits*

- Limited Discretion

*How do the facts meet the  
standards?*

Uses	R1A	R1B	R-2	R-3	R-4	C-O	C-1	C-2	C-3	MXD	Notes:
Single family dwellings	■	■	■	■							
Two-family dwellings			■	■							
Garden Apartment Building				■							
Condominium					■						
Golf courses (not mini-golf or commercial driving range)	■	■	■	■							
Public parks and rec areas	■	■	■	■							
Churches and synagogues	■	■	■	■							
City hall, police, fire stations	■	■	■	■							
Public libraries, museums, art galleries	■	■	■	■							
Public schools, college and university centers operated by local district or state	■	■	■	■							
Group Homes	■	■	■	■							
Residential Design Manufactured Home	■	■	■	■							
Accessory Uses (per 19.34)	A	A	A	A		A	A	A			
Conditional Uses (per 19.30)	□	□	□	□		□	□	□			
Special Use Permits (19.28)	○	○	○	○		○	○	○			
Office (only administrative functions)						■					
Other offices – Limited (accountant, architect, engineer, landscape architect, city planner, broker, dentist and dental labs, lawyers, physicians and other licensed healing arts, real estate and insurance)						■					
Wellness Center						■					
Bed and Breakfast						■					
Day Care Centers						■					
Shops and stores for retail (food, beverage, goods)							■	■			
Services such as... (banks, offices, barber, [laundry list...])							■	■			
Offices of all types, including ...							■	■			
Shops and stores for retail or wholesale of department store, discount...								■			
Services such as clubs, dry cleaning and laundries...								■			
Country clubs/private clubs w/ food/alcohol	○	○	○	○	○	○	○	○	○	○	
Cemeteries	○	○	○	○	○	○	○	○	○	○	
Columbarium	○	○	○	○	○	○	○	○	○	○	
Hospital	○	○	○	○	○	○	○	○	○	○	
Nursery sales office / greenhouse (wholesale or retail)	○	○	○	○	○	○	○	○	○	○	
Assembly Hall	○	○	○	○	○	○	○	○	○	○	
Nursing and convalescent home (but not "group home")	○	○	○	○	○	○	○	○	○	○	
Service Stations (non-car wash)							○	○	○	○	
Car wash (w/ or w/o service station)							○	○	○	○	

Any R-3 permitted use; Reconsider this practice.

No specific permitted; Planned District (SUP for any C-O through C-2 (except single family and 2-family); Reconsider in relation to what MXD is supposed to do or Planned Overlay is intended to do...

Very similar to C-3 except broader mix to include residential as well; however poor planning, design, and policy parameters to guide implementation

Consider building typology – house split into two units (neighborhood scale and compatible) vs. two houses smashed together (suburban type – not neighborhood scale and compatible); Allowance for single ownership is positive.

Need to consider more refined typologies per comp plan housing policy ("missing middle"), instead of just density-based pods and projects that do not relate to surroundings. (Compare to R-4...)

Need to reconsider entire approach. "Condominium" is an ownership type, not a use category or type and not a building type. Re-characterize along with R-3 "garden apartment." Need to broaden R-4 allowed uses to if this is to be better used as a district. This will need to take lead from Comp Plan housing policy / "density" discussion.

Best practice is to call "places of assembly" and then refine, limit, prohibit based on scale of use; avoid federal RLUIPA claims

Best practice would be to make more generic and limit / prohibit based on scale or impact; practice of SUP for "private" is questionable vs. allowing public by right; plus deference to other government entity concession may not be necessary based on KS AG opinion; but this could get very complicated in the context where most schools are existing and built...

Need to distinguish this as a use type under PV zoning, vs. state mandated exception for s.f. houses used for this under statutory anti-discrimination provisions.

Consider removing this – it is a statutorily protected construction technique or a building typology – not a use (certainly not something that can be quantified to a level of knowing if you should allow it under zoning or not.)

In 19.34.005A may need to better address – those that are so "commonly associated, incidental and subordinate" that then just need not be listed vs. those that are listed due to specific enabling and/or limiting conditions vs. those that don't need to be listed at all and are just assumed "accessory" (See below for specific Comments – "only if specifically listed" (better practice)); provided they are general categories and we have broad interpretation for similar uses.

(See below for specific Comments – "only if specifically listed" (better practice); though only a few are district-specific)

A bit clunky of a category, description, definition with interpretation issues – may need updates

Same comment as immediately above – this is a list of professions; whether they are appropriate in C-O has almost nothing to do with what they are doing, but more with the scale of their operations (employees), type of operation (customer intensive or not), and scale of building (national, regional, community, neighborhood, micro, or home)

May be interpretation issues with use definition in light of fitness industry and popularity; consider in association with 20/20 cross fit vs. 24 hour fitness...

May need conditions or criteria (i.e. not clear if this is limited rooms, use of a house in commercial or if it could be a commercial building type.

Similar comment to "other offices" above – also this use includes a long laundry list of specific types that may create interpretation issues. Refine approach.

Similar comment to above – Refine approach.

Somewhat redundant of above – refine approach.

Problematic description – not really distinguishable from C-1 shops; no strategy apparent on what goes in C-1 vs. C-2; uses a lot of terms of, then throws in random and arbitrary specific uses calling into question their treatment under C-1 (i.e. bicycles, newspapers, books, pets, stationary...)

Refine approach – (a) better general categories; (b) refine based on scale / intensity between C-1 and C-2; (c) call out only specific uses for different treatment if known impacts; (d) have a better lead in on staff interpretation of "similar" uses based on operations, scale, intensity, impacts...etc.

Same issue as above with respect to services in C-1 vs C-2

Compare with "golf courses" allowed in R-1a; club w/ alcohol is the distinguishing factor here.

Probably should not be an all-district use; also be aware of NE Jo Co "micro hospital trend and other variations and scales of health care generally...

See comment associated with churches; how does this definition scale to neighborhood or community centers, or non-alcohol golf club houses.

Bad practice to defer to statute for local zoning issues; may need to consider better hierarchy of housing for aging in light of correspondence and interpretation in association with Benton House, Mission Chateau, etc.; compare comments on group homes and "Senior Housing" (see interpretation memo in files as well)

## Special Use Permit Uses [current] / *[new]*

- Nursing and Convalescent Home
- Dwelling for Senior Adults
- Group Home - general
- Private Schools
- Country Clubs / Private Clubs
- Columbarium
- Hospital
- Day Care Centers
- Nursery
- Service Station
- Skating Rings
- Mortuary / Funeral Home
- Bar / Night Club
- *Assembly (larger than permitted scale)*
- ~~*Utility Storage Buildings (non-residential)*~~
- *Retail, Office or Service (larger than permitted scale)*
- *Outdoor sales and service - general*
- *Animal Care (larger than permitted scale)*
- *Drive-Through Retail Food & Beverage*

## Conditional Use / Site Plan Uses [current] / *[new]*

- *Drive-up / ~~Drive-through~~ / Dine-in*
- *Drive up service - non-food or beverage*
- *Outdoor sales and service - limited*
- Satellite dish antennas over 1-meter (non-commercial)
- Property Maintenance facilities
- Portable carts, booths and stands for retail
- Utility boxes larger than 12 s.f., etc.
- Temporary use of land for commercial or industrial
- Off-street parking lots and parking structures

## Planning Commission Recommendations

- New Landscape Standards
- Simplified / Streamlined Sign Standards
- Improved Site Plan Review Criteria
- Revised approach to SUP / CUP / Uses & Districts
  - Generalize uses into use table across districts
  - Update SUP / CUP list
  - Convert CUP to Site Plan Review + specific conditions / criteria for particular uses
- Update Alternative Energy Standards

SUMMARY



**Prairie Village Zoning Ordinance Updates  
Landscape Standards – Final Draft 04/11/19**

**19.47 Landscape Standards**

**19.47.010. Intent & Applicability**

- A. **Intent.** The intent of the landscape standards is to:
1. Create an attractive aesthetic environment in the city, and preserve the value of properties as new investment occurs.
  2. Improve the relationship of buildings and sites to the streetscape, and coordinate the designs of multiple sites and buildings along a block through consistent frontage designs.
  3. Encourage creative and efficient site design where the layout of sites and buildings can allow open spaces and landscape to serve multiple aesthetic, screening, environmental, and social or recreational functions.
  4. Enhance the environmental and ecological function of un-built portions of sites.
  5. Reduce the exposure and adverse impacts of intense land uses, activities and site conditions on streets and adjacent areas, and mitigate the effects through landscape designs.
- B. **Applicability.** A landscape plan shall be required for any application that requires a site plan approval per section 19.32. Landscape standards shall specifically apply to:
1. All development in the R-3, R-4, C-O, C-1, C-2, and MXD districts.
  2. Any permitted non-residential uses in the R-1A, R-1B, or R-2 districts, including any conditional uses, special uses, or accessory uses that have a landscape requirement as part of their conditions.
  3. Any single-family development project that requires streetscape or landscape improvements per the Neighborhood Design Standards shall meet the standards in Sections 19.06.025 and 19.08.025.

**19.47.020. Required Landscape**

- A. **Site Elements and Planting.** The required landscape shall be based on different elements of the site, according to Table 19.47 A: Plant Specifications.

**Table 19.47 A: Plant Specifications**

<b>Site Element</b>	<b>Trees</b>	<b>Evergreen</b>	<b>Shrubs</b>
<b>Streetscape and Frontage:</b> The area between the front building line and the street, including any plantings required in the ROW, used to create a relationship between the site and the public realm.	1 large tree per 40' of lot frontage; 2 large trees per 40' if buildings setback more than 30'.  Corner lots shall meet this requirement on side lot lines at a rate of 50% of the streetscape and frontage rate.	n/a	n/a
<b>Foundation.</b> Areas along the building frontage (within the first 10' – 20 from the building) used to provide accents and soften larger expanses of buildings.	1 ornamental tree per 25' of building frontage.  Side elevations on corner lots shall provide this standard on at least 50% of the building.	Evergreens may be substituted for ornamental trees at a rate of 1 for 1 for up to 50% of the requirement.	5 shrubs for 25' of building frontages.
<b>Parking.</b> Areas on the perimeter, or interior of parking where landscape is used to soften the appearance, mitigate heat gain and infiltrate stormwater.	1 large tree per 40' of parking perimeter; and 1 large tree per 40 parking spaces in internal islands or added to the perimeter. Ornamental trees may be substituted for large trees at a rate of 2 for 1 for up to 50% of	Evergreens may be substituted for perimeter trees at a rate of 2 for 1, for up to 50% of the perimeter requirement that does not face a front lot line.	5 shrubs for 25' of perimeter.  Any parking near the right of way or adjacent to lots may require buffers per section 19.47.040.



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**Table 19.47 A: Plant Specifications**

<i>Site Element</i>	<i>Trees</i>	<i>Evergreen</i>	<i>Shrubs</i>
	the internal islands requirements.		
<b>Buffers.</b> Areas of a site that require additional landscape to mitigate potential impacts on streetscape or adjacent property.	See Section 19.47.040.		

- B. **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and of a desirable species may count towards these requirements provided measures are taken to ensure the survival of the vegetation through construction and all other location and design standards are met. Credits shall be on a 1 for 1 basis provided existing trees shall be at least 4” caliper to count. Landscape material that is of exceptional quality due to size, maturity and health may be credited on a 2 for 1 basis. Trees or other existing landscape that contributes to the standard shall be protected by a construction fence installed at the greater of the drip line or 15 feet from the trunk of a tree, for the entirety of construction.
- C. **Design.** The required landscape material shall be arranged and designed on a particular site in a way that best achieves the intent expressed in 19.47.010, with regard to the specific context, street frontage, property adjacencies and other elements proposed on the site. Specifically designs shall:
1. Create an attractive site.
  2. Improve the relationships of buildings and sites to the streetscape and block.
  3. Promote efficient layouts of the site and landscape areas.
  4. Enhance environmental and ecological functions of the site.
  5. Screen and buffer any potential adverse impacts of site elements.

**19.47.030. Landscape Specifications**

- A. **Location.** Required plantings shall be planted in the following specific locations and open spaces on the lot.
1. **Street Trees & Frontage Trees.** Street trees and frontage 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, trees may be planted the following locations, where applicable and in order of priority. **[Insert graphic]**
    - a. On center between the sidewalk and curb where at least 6 feet of landscape area exists;
    - b. 4 feet from the back of curb where no sidewalk exists; or
    - c. Within the first 5 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
    - d. Where the depth of the frontage between the building and streetscape require additional trees per Table 19.47 A, they shall be located between the front building line and the street.
    - e. Ornamental trees may be substituted for street trees only in situations where no other alternative is available due to constraints of the site and right-of-way conditions.
  2. **Foundation Trees & Shrubs.** Foundation plantings shall generally be located in open spaces within 20 feet of the building, or within planting beds at least 8 feet deep and along at least 35% of the building. **[insert graphic]** Groupings of required trees and shrubs are permitted to provide the best balance of the following goals:
    - a. Relate sites and building to the lot frontage and streetscape;
    - b. Accent or emphasize points of significance along the building frontage;
    - c. Soften larger expanses of building wall planes along the frontage; and

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- d. Maintain visibility of signs or key elements of the building.
- 3. **Parking Perimeter & Island Planting.** Parking lot perimeters shall be permeable vegetated ground cover meeting the following size and dimension requirements.
  - a. Parking lot perimeters shall be at least 8 feet wide except for locations where walkways are necessary to provide access to the building or to a public sidewalk in the streetscape, in which case the width of the walk way shall be added to the minimum 8 feet requirement.
  - b. Parking lot islands shall be at least 120 square feet and at least 8 feet wide in all directions. Parking lots under 80 spaces shall not require islands; parking lots 80 spaces or more shall require at least 1 island per 40 spaces. Islands may stand alone within the parking lot or may project into the parking area from the perimeter buffer, but should generally be spaced equally throughout the parking lot. In general no space shall be further than 100 feet from an island or perimeter buffer, and no more than 40 consecutive spaces shall occur without being adjacent to a perimeter buffer, “end cap,” or “peninsula” island. [insert diagram]

B. **Specifications.** Required planting shall meet the following specifications at planting.

**Table 19.47 B: Plant Specifications**

Type	Specification
Large Tree	2" caliper
Ornamental Tree	1.5" caliper
Evergreen	5' minimum height
Shrub	18" minimum height
Ground Cover	50% coverage at planting; Full coverage within 2 growing seasons
Turf	All proposed or required turf areas shall be sodded.

All landscape materials shall meet the American Standards for Nursery Stock, published by the American Nurserymen’s Association, and be selected for its native characteristics or survival in the climate for the Kansas City region, and be planted and maintained according to ANSI-accredited specifications for this region. [reference Great Trees for KC region here and/or coordinate with the Tree Board as to what list or resources they prefer; Johnson County Extension was also listed: PV Tree Board recommend ROW tree list;– confirm with Whitman...]

C. **Tree Diversity.** The required trees planted shall promote diversity with the following species selection criteria.

**Table 19.47 C: Tree Diversity**

Required Trees	Diversity
1 - 4	No specific requirement, but trees should be diversified from those existing trees in the vicinity.
5 - 10	At least 2 genus No more than 50% of any one species
11 - 20	At least 3 genus; AND At least 5 species No more than 33% of any one species

**Table 19.47 C: Tree Diversity**

<i>21 or more</i>	At least 3 genus ; AND At least 5 species No more than 20% of any one species
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- D. **Maintenance.** All landscape plans shall include installation specifications, a statement on the of maintenance methods. All plantings shall be properly maintained. All elements of an approved landscape plan, including plant materials shall be considered elements of the project in the same manner as parking, buildings or other details. Plant materials which fail to grow within a 2-year period, or which exhibit evidence of insect pests, disease, and/or damage shall be appropriately treated. The City may order that any plant that dies or is in danger of dying be removed and replaced by the property owner.

**19.47.040. Buffers and Screening**

Intense land uses or unattractive site elements shall be buffered and screened from streetscapes and adjacent property using the following strategies and techniques, which may require additional landscape materials beyond the requirements in Table 19.47 A.

- A. Areas of parking or circulation near streets or property lines may require 2.5 to 4 feet hedge/wall screen.
- B. Accessory structures, mechanical equipment, trash enclosures, loading or service areas, and other similar functional or utility elements of the site shall be buffered and screened from streetscapes or adjacent property with a combination of landscape, fencing, walls or other structure components compatible with the building design.
- C. Commercial uses or parking service areas of other allowed uses abutting residential property may require a screen and buffer combination, using a combination of dense vegetation, or fences and walls compatible with the buildings or other elements of the site.
- D. Areas that transition to different uses or building scale, whether across streetscapes or between lots along the same street, may require enhanced landscape areas to soften transitions or E.
- E. Areas designed as gathering places, for social function or as civic amenities to support the site or area may require enhanced landscape to create human scale, comfort, and appropriate transitions.

**19.47.050. Exceptions**

- A. **Administrative Adjustment** Staff may grant an administrative adjustment of up to 10% of any location or dimension requirement (i.e. 9' or 11' instead of 10') and 25% of any plant requirement (i.e. 3 plants instead of 4 plants), or types of plant and species where the following criteria are met:
  - 1. The proposed landscape plan taken as a whole equally or better meets the intent of this section, and any design objective of the specific standards.
  - 2. The proposed plan incorporates any existing vegetation in a manner that is not better served by new plants.
  - 3. The proposed plan uses sound landscape architecture design principles and industry standards considering the context, species, and planting specifications that ensure the long-term maintenance and survival of plants.
  - 4. The request for the adjustment is justified by some specific conditions on the site that would make compliance with the standard less effective than the proposed plan or unreasonably difficult when compared to the proposed plan.
- B. **Site Plan Exceptions.** The Planning Commission may grant exceptions to these standards beyond what is permitted by Administrative Adjustments through the Site Plan review process. The Planning Commission shall use the same criteria stated for administrative adjustments. In

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addition, the Planning Commission may consider balancing the need for adaptive reuse of existing sites with a landscape budget proportionate to the amount of work being done on the site.

DRAFT

**Prairie Village Zoning Ordinance Updates**  
**Sign Standards – Final Draft 04/11/19**

**19.48 Sign Standards**

**19.48.010. Intent & Applicability**

- A. **Intent.** The intent of the sign standards is to:
1. Create an attractive aesthetic environment in the City.
  2. Enhance the quality and civic design of the community through the visual priority of buildings, open spaces, streetscapes, landscape, and other investments in the public realm.
  3. Preserve the unique character of distinct areas by ensuring signs contribute to an appropriate sense of place.
  4. Ensure safety of pedestrians, motorists or other users of the public rights-of-way with proper location, construction, design, operation and maintenance of signs.
  5. Promote economic viability by assuring that the City is a visually pleasant place to visit, conduct business, and live.
  6. Provide effective and efficient identification and communication for businesses, institutions, and other community destinations without excessive competition for visual attention.
  7. Protect property values and investments by minimizing adverse effects of signs on adjacent property, such as light trespass, obstructing views and access, or visual clutter and blight.
  8. Ensure that the constitutionally guaranteed right of free speech is protected through reasonable standards for signs as a way of public communication.
- B. **Applicability.**
1. All new signs and replacement of existing signs that are visible from the right-of-way, from adjacent property, or from internal publicly accessible common or private spaces intended to serve as an extension of public-streets and open spaces shall require a sign permit demonstrating compliance with these sign standards, unless exempt from a permit by Section 19.48.020. Ordinary maintenance, care or repair of existing signs without altering the essential construction elements of an existing sign shall not require a permit for zoning and design standards, but any associated electrical or construction work may require permitting per applicable building codes.
  2. Applications for a sign permit shall be signed by the owner or the owner's legal tenant, and include plans and specifications demonstrating compliance with all applicable standards of this Chapter, and any other building and construction codes of the City. The Building Official is authorized to establish forms and submittal requirements, and may request any additional information on a particular site, building or sign necessary to evaluate compliance with these standards.
  3. Any owner of a site or building subject to property-specific sign standards approved by the City prior to [effective date of this ordinance], may apply for a sign permit under these generally applicable standards and procedures. The owner may opt out of the previous property-specific standards by way of the application, and the owner shall issue a signed statement of that fact with the application. Upon approval of any sign applied for in this manner, the property-specific sign standards shall no longer be in effect, and any further property-specific standards shall only be enforced by the City subject to the standards and procedures in Section 19.48.100.

**19.48.020 Exempt Signs**

The following signs are exempt from the permit process provided they meet all other applicable requirements of this Chapter. Unless specifically noted, they are additional signs that do not count towards the sign allowance specified for the zoning districts. Any sign that exceeds the limits of the



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exemption may only be permitted within the allowances and standards of a specifically permitted sign type.

- A. **Property Identification Signs.** Signs clearly indicating the property address or building identification are encouraged to enhance the ability of public safety, emergency services personnel, and the general public to locate the property. Property identification signs are subject to the following limitations:
1. **Address Signs.** Two per address up to 2 square feet each, only one of which may be ground mounted. Address signs on buildings shall be between 4 feet and 9 feet high. Ground-mounted address signs shall be no more than 36 inches high.
  2. **Building Name Plate.** Each building may have one name plate sign up to 3 square feet, except that a name plate sign such as engraved stone, bronze, brass or similar ornamental detail integrated with the architecture and associated with the permanence of the building, rather than a particular tenant, may be up to 24 square feet when approved by the Planning Commission as part of the construction or substantial modification of the building.
- B. **Public Safety, Traffic Control or Public Information.** Signs designed and located to control traffic movement and safety of vehicles and pedestrians according to uniform traffic control device standards, signs required by the City's Building or Fire Code, or signs otherwise required to support any official action or legal obligation of a federal, state or local government, may be designed and located to meet the public purpose or requirements of other codes.
- C. **Flags.** Up to three non-commercial flags may be permitted per lot. Flags shall be mounted to the building and below the building height or mounted on a permanent pole subject to the height restrictions of the zoning district and setback from the property line a distance equal to the height. Total flag area per property shall not exceed 80 square feet and no more than 40 square feet per flag for residentially property zoned residential, and shall not exceed 200 square feet or 96 square feet per flag for property zoned non-residential.
- D. **Window Signs.** Signs mounted to the interior of any first floor windows in non-residential districts, provided signs not exceed more than 33 percent of all first floor window area measured between 2 feet and 10 feet above the first floor elevation, and at least 50 percent of the entire window area remains clear of any visual obstructions including the sign area.
- E. **Temporary Signs.** Temporary signs are exempt from the sign permit process, provided they are within the allowances specified for the zoning district in Tables 19.48-2 and 19.48-3, and Section 19.48.070C.
- F. **Accessory Signs.** Accessory signs for non-residential uses or multi-family complexes, intended to convey messages guests, patrons, or other users of the site, such as parking instructions, internal directions, building names or unit numbers, security warnings, or other similar minor signs that are accessory if limited to:
1. No more than 20 square feet total sign allowance per site, or 30 square feet per acre, whichever is greater.
  2. No more than 4 total signs per site, or 10 per acre, whichever is greater.
  3. No single sign may be more than 10 square feet;
  4. Signs shall be no more than 6 feet high, whether ground mounted or building mounted;
  5. Signs shall be setback at least 20 feet from all property lines; and

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6. Grouping or arranging minor signs to have the effect of a larger permitted sign or to convey messages and increase visibility to the general public (as opposed to guests, patrons or other users of the site) makes all signs ineligible for this exemption.
- G. **Construction Signs.** Signs associated with a temporary non-residential or multi-family construction project and erected to promote public information or public relations regarding the project if limited to:
1. Up to 80 square feet total sign allowance per public street frontage;
  2. No more than 3 signs per street frontage.
  3. Signs shall be mounted on a trailer, building or fence, or if mounted on the ground it shall be limited to no more than 10 feet high; and
  4. The signs shall only be posted for the duration of a valid permit associated with the project.
- Construction signs for single-family and two-family structures in the residential zoning districts are required to meet the applicable temporary sign standards for those districts.
- H. **Sale or Lease Signs.** One sign shall be permitted for any lot or building being offered for sale if limited to:
1. No more than 12 square feet for residential lots 1 acre or less.
  2. No more than 20 square feet for non-residential property, or any residential property on larger than 1 acre.
  3. No sign shall be more than 5 feet high if mounted on the ground, and no higher than 20' high or the top of the building, whichever is less, if mounted on a building.
  4. Only the period where the property is actively on the market or pending the finalization of a contract for sale or lease.
- I. **Interior Signs.** Any sign that is not visible from the right-of-way, from any point along the perimeter of the property or from adjacent property, or from publicly accessible common or private spaces intended to serve as an extension of public-streets and open spaces are exempt from permits and these standards, other than those applicable by building codes or construction standards.

**19.48.030. Sign Types**

The following general sign types are distinguished for the purposes of the sign allowances requirements in this Chapter. **[combine labels with a graphic.....]**

**Table 19.48-A Sign Types**

Type	Description
<b>A Wall Sign</b>	A sign painted, printed or attached to the exterior surface of a building, awning, canopy or other fixed building surface in a permanent manner with a scale and design legible to vehicles in the public right-of-way or pedestrians at a distance from the building.
<b>B Monument Sign</b>	A detached sign that is mounted to the ground, independent from any building and on an enclosed, solid base or ornamental surface structure, with a scale and design legible primarily to vehicles in the public right-of-way or pedestrians at a distance from the building or site. Detached signs mounted on one or more poles columns or similar structures where the bottom edge is elevated above the ground are prohibited, except as authorized as Pedestrian Signs or Temporary Signs.

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**Table 19.48-A Sign Types**

Type	Description
<b>C Pedestrian Signs</b>	A sign with a design and scale to be legible to pedestrians in front of or immediately adjacent to the building, or to be legible to individuals internal to a site containing multiple buildings. Pedestrian signs may be attached to a building or detached, provided they are located in a permanent manner such as hanging below a canopy or awning, projecting from a wall, mounted on a wall, door or window, or free-standing.
<b>D Temporary Sign</b>	A portable sign which is not permanently embedded in the ground or permanently affixed to a building or structure, and designed or intended to be used for a brief period of time.

**19.48.040. Residential Sign Allowance**

The following signs are permitted in the residential zoning districts (R-1A, R-1B, R-2, R-3 or R-4), for any planned version of these districts, and for any residential building or use permitted in a non-residential district.

**Table 19.48-B: Residential District Sign Allowances**

<b>Wall Signs</b>	<p>Permitted principal non-residential or multi-family uses:</p> <ul style="list-style-type: none"> <li>▪ 2 per building, but no more than 1 per wall</li> <li>▪ Maximum 5% of façade, but, no more than 50 s.f. per sign.</li> </ul> <p>[See additional wall sign standards in Section 19.48.070.B.]</p>
<b>Monument Signs</b>	<p>Permitted principal non-residential or multi-family uses:</p> <ul style="list-style-type: none"> <li>▪ 1 per lot</li> <li>▪ 20 square feet maximum</li> <li>▪ 5' high maximum</li> <li>▪ Setback at least 3' from all property lines and at least 12' from a street, whichever is greater</li> <li>▪ Requires Planning Commission Site Plan approval.</li> </ul> <p>Monument signs for a neighborhood or groups of housing with 10 or more lots or at least 5 acres may be approved by the Planning Commission, provided:</p> <ul style="list-style-type: none"> <li>▪ No sign is larger than the above limits</li> <li>▪ The design, quality and location is compatible with the character and context of the neighborhood; and</li> <li>▪ There is a Homeowner's Association to ensure on-going maintenance of the sign and landscape.</li> </ul> <p>[See additional monument sign standards in Section 19.48.070.A.]</p>
<b>Temporary Signs</b>	<ul style="list-style-type: none"> <li>▪ 32 s.f. total sign allowance</li> <li>▪ 16 s.f. per sign max;</li> <li>▪ 5' high maximum, or no higher than 20' or top of the roof, whichever is less if mounted on a building.</li> <li>▪ 90 day limit per sign; 120 day limit for period where more than sign displayed.</li> </ul> <p>[See additional temporary sign standards in Section 19.48.070.C.]</p>
<b>Pedestrian Sign</b>	<p>Permitted principal non-residential or multi-family uses:</p> <ul style="list-style-type: none"> <li>▪ 1 per each public building entrance</li> <li>▪ 12 s.f. maximum</li> <li>▪ Mounted on a wall within 10' of the entrance, or mounted on the ground within 20' of the entrance feature and no taller than 5 feet.</li> </ul>

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**19.48.050. Non-residential Sign Allowance**

The following signs are permitted in the commercial zoning districts (C-O, C-1, C-2, and C-3), and for any planned version of these districts.

**Table 19-48-C: Commercial District Sign Allowances**

<b>Wall Signs</b>	<p>Permitted principal uses:</p> <ul style="list-style-type: none"> <li>• 2 per principle facade, up to 4 per building, except that any building with multiple office or store exterior entrances may have a sign, and the total area apportioned to its exterior wall space of each office or store.</li> <li>• Maximum 5% of façade, but no more 50 s.f. per sign.</li> </ul> <p>[See additional wall sign standards in Section 19.48.070.B.]</p>
<b>Monument Signs</b>	<p>Permitted principal uses:</p> <ul style="list-style-type: none"> <li>▪ 1 per street frontage</li> <li>▪ 20 square feet maximum</li> <li>▪ 5' high maximum</li> <li>▪ Setback at least 3' from all property lines and at least 12' from a street, whichever is greater</li> <li>▪ Gas stations may have 1 monument sign up to 85 square feet, provided it is at least 50' from any residential property.</li> <li>▪ Requires Planning Commission Site Plan approval.</li> </ul> <p>[See additional monument sign standards in Section 19.48.070.A.]</p>
<b>Temporary Signs</b>	<ul style="list-style-type: none"> <li>▪ 48 s.f. total sign allowance</li> <li>▪ 16 s.f. per sign max;</li> <li>▪ 5' high maximum, or no higher than 20' or top of the roof, whichever is less if mounted on a building.</li> <li>▪ 90 day limit per sign; 120 day limit for period where more than 1 sign displayed.</li> </ul> <p>[See additional temporary sign standards in Section 19.48.070.C.]</p>
<b>Pedestrian Signs</b>	<p>Canopy or Awning Signs</p> <ul style="list-style-type: none"> <li>▪ 1 per 50 feet of building frontage, or 1 per storefront tenant, whichever is greater. Gas station canopies may have 1 per canopy face.</li> <li>▪ 6 s.f. maximum</li> <li>▪ At least 7' 6" clear from the sidewalk below the sign.</li> </ul> <p>Entrance Signs</p> <ul style="list-style-type: none"> <li>▪ 1 per primary business entrance, and shall be within 10' of the entrance</li> <li>▪ 8 s.f. maximum</li> <li>▪ Mounted flush to the wall, or if projecting must be at least 7'6" clear form the sidewalk below the sign.</li> </ul>

**19.48.060. General Standards Applicable to All Signs**

**A. Public Health, Safety and Maintenance.**

1. All signs shall be designed, constructed, located and maintained in a manner that is compliant with all other building codes, and in no way presents any potential risk to public safety in the judgment of the Building Official.
2. No sign shall imitate or resemble government signs for traffic direction or any other public safety symbol.

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3. No sign shall be placed in any sight triangle applicable to public streets, internal access streets, or driveway access points using the sight distance provisions of Article 13-2A of the City Code.
4. Any sign projecting over a walkway or other active area in front of a building or other area where people may walk shall maintain at least 7' 6" vertical clearance.
5. All signs and any surrounding grounds or landscape, shall be maintained in good condition, free of any debris, weeds, disrepair or other unsightly conditions.

**B. *Specific Designs Prohibited.***

1. No sign shall be placed on any vehicle or trailer, when such vehicle or trailer is placed or parked visible from the right-of-way, and the primary purpose of the sign is to deviate from the standards or criteria of this Chapter.
2. No sign shall be attached to any public utility pole or shall be installed within the right-of-way of a public road or street, except as permitted by the public authority or where specifically exempt from the right-of-way prohibition by this Chapter.
3. No sign shall include balloons, streamers, pennants or other air activated elements and animated elements, whether animated by mechanical, electrical, or environmental means, except as authorized through any temporary use or special event permit.
4. No sign shall have any electronic message, video display or other digital display, except the Planning Commission may approve the following through the site plan review:
  - a. Time and temperature displays, provided it is in place of an allowed wall sign and is a static display.
  - b. Digital display of prices for gas station monument signs provided no other information than price is displayed.
  - c. In each case, the Planning Commission shall consider the intent of these standards, and the potential impacts of the lighting or digital display on adjacent property.
5. Obscene signs are prohibited. "Obscene" is considered to be any material that:
  - a. the average person, when applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; or
  - b. the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and
  - c. the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
6. Any sign with a business message shall be located on the site of the business activity.

**C. *Illumination.***

1. Any illumination shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. In general, any direct source of light shall not be visible from the public street or adjacent residential property.
2. The light from an illuminated sign shall not flash or oscillate, or create any negative impact on adjacent property in direct line-of-sight to the sign.
3. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.
4. Exposed incandescent, neon or other tube lighting shall be limited to window signs mounted to the inside of the building, or as an accent of typically less than 10% of the sign area other signs.
5. High pressure sodium, low-pressure sodium, and fluorescent lighting are prohibited.

**19.48.070. Standards for Specific Sign Types**

**A. **Monument Signs****



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1. All monument signs shall require Sign Plan and Permit approved by the Planning Commission according to these standards and criteria.
2. Monument signs shall be located within a landscape area at least 3 feet in all directions from the base of the sign, or be located in a large landscaped yard.
3. Monument signs shall have a base at least 75% of the width of the widest part of the sign. The base shall not count as part of the sign area provided it contains no messages or other component of the sign, and is otherwise integrated into the site as a landscape feature.
4. All monument signs and bases shall be constructed with durable, quality materials that complement the building and other site elements in terms of material, colors, and ornamentation.
5. All monument signs shall be accompanied by a landscape plan that integrates the sign area into the overall site, softens the view and appearance of the structural elements, and otherwise improves the view of the sign and property from the streetscape.
6. The Planning Commission shall consider the intent of this Chapter and the objectives of the Design Guidelines in Section 19.48.080 in approving a Sign Plan and Permit. Deviations from the specific design guidelines may be approved for any sign plan that equally or better meets the intent or design objectives of this Chapter.

**B. Wall Signs.** Wall signs are subject to the following additional limitations:

1. Signs attached to a building shall not extend vertically above the highest portion of the wall plane of the facade it is mounted on or the roofline, whichever is less. No portion of a building wall may be built above the roofline, that serves no other structural or architectural purpose, other than to mount a sign or expand the sign area allowance.
2. Signs attached to a building shall not project more than 12 inches off the surface it is mounted on unless specifically exempt from this limit by this chapter.

**C. Temporary Signs.** Temporary signs are subject to the following additional limitations:

1. Any temporary sign shall be placed with the permission of the property owner, and it is the responsibility of the person placing the sign and the property owner to ensure the sign meets all standards and is removed when the applicable display time limit has expired.
2. Temporary signs shall not be illuminated or painted with a light-reflecting paint.
3. Temporary signs shall be constructed of rigid material, designed to resist quick deterioration from the elements, and securely anchored so as not to pose a distraction or hazard to drivers. Non-rigid materials (such as banners) shall be secured by a support or frame to avoid distraction of flapping and set back at least 20 feet from the pavement edge of the fronting roadway, or may be attached securely to a building.
4. No temporary sign shall be displayed for more than 90 consecutive days, without 30 days intervening, and any temporary sign related to a particular event shall be removed within 7 days from the end of that event.
5. The period of time when a property has more than one temporary sign displayed shall not be more than 120 days in a calendar year.
6. Relocation of a temporary sign, removal of the sign for a short period, or removal and replacement with a substantially similar sign to expand the time periods is prohibited.
7. The Building Official shall be authorized to require the removal of any temporary sign that pertains to an expired event.

**D. Multi-tenant Buildings and Sites**

1. All signs for multi-tenant buildings or sites shall require Sign Plan and Permit approved by the Planning Commission according to these standards and criteria.
2. The sign plan shall demonstrate coordination of all signs on the building, allow sufficient flexibility for the replacement of signs or new tenants without the need for a new sign plan, unless a completely new sign design concept is proposed for the entire building or site.

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3. The wall sign allowance may be apportioned to any tenant with a separate exterior entrance. In the case where all tenants share a common entrance the wall sign allowance may be apportioned to no more than two signs per facade.
4. The monument sign allowance for the building(s) and site shall meet the standards of 19.48.070.A, however the copy within the allowed sign may be apportioned to multiple tenants.
5. The Planning Commission shall consider the intent of this Chapter and the objectives of the Design Guidelines in Section 19.48.080 in approving a Sign Plan and Permit. Deviations from the specific design guidelines may be approved for any sign plan that equally or better meets the intent or design objectives of this Chapter.

**19.48.080. Design Guidelines**

All signs shall be designed to convey durability and a quality appearance. Signs should meet the following design guidelines, and where the Building Official determines that a sign presents a substantial deviation from these guidelines that could conflict with the intent of this Chapter, the Building Official may require that the sign permit application be reviewed by the Planning Commission, according to the procedures and criteria in Chapter 19.32.

- A. Materials, particularly for the frames, casings or bases of signs, should be chosen to compliment the architecture of the building, and coordinate with other accent materials or architectural details of the building. In general, natural construction materials such as wood, metals, ceramic, and stone should be used for frames of all wall signs and bases of monument signs. Synthetic materials should only be used if they are designed to resemble the recommended natural materials. Plastic or acrylic is discouraged as the primary component of signs, except when used for sign panels that are accompanied by frames or individual letter casings that add architectural details to compliment the building.
- B. Simple 2- and 3-color contrasting colors schemes should be used between the color of the background, letters, and accents to ensure legibility and quality appearances. Symbols and logos may incorporate other colors. Colors or color combinations that interfere with the legibility of the sign copy should be avoided. Fluorescent colors should be limited to accents and typically less than 10% of the sign area.
- C. The location of all permanent signs should be incorporated into the architectural design of the building. Placement of signs should be considered part of the overall facade design. Sign locations should be carefully considered, and align with major architectural features such as marquees, building name plates, storefront sign bands, cornices and parapets, entrance features, windows, canopies and other similar architectural features.
- D. Buildings that have multiple wall or ground signs should coordinate all signs for the building or site. Coordination may be established by combinations of two or more of the following:
  1. The same fonts, in terms of color, scale, and style. However, a primary and secondary font may be incorporated into signs.
  2. The same sign background in terms of material and color or coordinated colors.
  3. The same casing or framing in terms of materials and style, provided it is prominent enough to be a visible coordinating element across multiple signs.
  4. A consistent scale, orientation, shape or placement of signs. For example, all oval signs, or all signs located within a sign band across storefronts.
  5. Other elements specific to a proposed sign package.

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6. Limited deviations in the consistency are allowed for:
  - a. Any one sign may reserve up to 33% of the sign area for logos or icons that are unique to the tenant and deviate from the consistency elements.
  - b. Any building with three or more significant tenant spaces, or other similar large building or sites, may have one gateway sign per facade that deviates from the consistency elements provided it is associated with a prominent point of entry or similar point of architectural emphasis.
  - c. Pedestrian signs may deviate according to section 19.48.080.E. below.
- E. Pedestrian signs should help create architectural variety and unique business identities from establishment to establishment. In multi-tenant buildings, pedestrian signs should be used to create interest and variety of the tenants, while overall building and site signs should create consistency and identity of the place and building.

**19.48.090 Alternative Sign Plans**

Shopping centers, office parks or other multi-tenant projects with 3 or more buildings or 4 or more acres may propose a property specific sign plan. The sign package shall be based on the intent, types of signs, and standards of this Chapter, but the Planning Commission may approve deviations to these standards where they find that the plan:

- A. Promotes a unique character for the area, and improves the image and identity of the project as it relates to the surrounding community.
- B. Presents uniform designs to coordinate multiple components of the project, and where there are distinctions in the type and design of the signs, they are well-coordinated in light of the overall plan.
- C. The plan has clear and explicit standards for the size, location, design and quality of the signs, and it anticipates future tenants or changes in tenants without requiring amendments to the plan.
- D. The property owner or landlord has authorized the plan, and any changes to the plan will require the property or landlord to submit a new application to be approved by the Planning Commission.

**19.48.100. Interpretation**

- A. **Measurements.** The following shall be used in interpreting dimensional standards for signs:
  1. *Sign Area.* Signs mounted on or displayed as a standard geometrical shape shall be measured by the standard mathematical formula for that shape. Signs mounted on or displayed as an irregular shape shall be measured by the smallest area of up to two standard geometrical shapes that can encompass the entire sign mounting.
  2. *Detached Signs.* The area of the sign shall be computed by the entire area of the face of the structure, cabinet or module enclosed by the border of the frame.
  3. *Wall, window or other building-mounted signs.* Any building mounted sign mounted on a background shall be measured by the area of the background. If mounted directly on the wall, the area shall be computed by means of the smallest single and continuous perimeter of up to two standard geometric shapes that enclose the outer limits of the writing, emblem or other display.
  4. *Wall Area.* The area of a wall for determining that wall sign allowance shall be the continuous plane of the facade that a sign is mounted on, or when apportioned to multiple tenants the exterior wall area associated with each tenants gross leasable floor area.

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Structures built solely to expand the wall plane for the purpose of increasing the sign area or mounting a sign shall not count towards the wall area.

5. *Window Area.* The area of a window for determining the window sign allowance shall be the actual surface of the clear glass inside the window casing. Larger windows or glass panels shall only count this area between 2 feet and 10 feet above the finished floor elevation.
6. *Double-faced Signs.* Where the sign faces of a double-faced sign are no more than three feet apart at any location, only one face will be measured in computing sign area. If the two faces of a double-faced sign are of unequal area, the area of the sign will be the area of the larger face. In all other cases, the areas of all faces of a multi-faced sign or the surface area of objects will be added together to compute the area of the sign.

- B. ***Defined Terms.*** [merge and purge current definitions for sign ordinance and overall zoning ordinance here, amend and supplement as necessary based on new organization]

## CHAPTER 19.48 - SIGNS

### Sections:

19.48.005	Regulations Generally.
19.48.010	Purpose.
19.48.011	Definitions.
19.48.012	Prohibited Signs.
19.48.015	Regulations Applicable to all Districts.
19.48.020	Regulations Applicable to Districts R-1a through R-4 Inclusive.
19.48.025	Regulations Applicable to Districts C-0, C-1, C-2, and C-3.
19.48.030	Prohibition of Nonconforming Signs.

### **19.48.005 Regulations Generally.**

Signs shall be permitted in the various districts in accordance with the following regulations, which shall apply to all signs that are visible from beyond the lot line. Signs not authorized by the provisions of this Chapter 19.48 are prohibited. (Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

### **19.48.010 Purpose.**

It is determined that regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services, and facilities without difficulty and confusion; to prevent wasteful use of natural resources in competition among businesses for attention; to prevent hazards to life and property; to avoid visual clutter; to assure the continued attractiveness of the community and protect property values. (Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

### **19.48.011 Definitions.**

- A. **Awning Sign:** A sign that is mounted on, painted on, or attached to an awning.
- B. **Bulletin Board Sign:** A sign that indicates the name of an institution or organization on whose premises it is located and which contains the name of the institution or organization, the name or names of persons connected with it, and announcement of persons, events or activities occurring at the institution. Such sign may also present a greeting or similar message.
- C. **Business Sign:** A sign which directs attention to a business or profession conducted, or to products, services or entertainment sold or offered upon the premises where such sign is located or to which it is affixed.
- D. **Identification Sign:** A sign giving the name and address of a building, business, development or establishment. Such signs may be wholly or partly devoted to a readily recognized symbol.
- E. **Monument Sign:** Any sign placed upon, or supported by, the ground independent of the principal building or structure on the property and is constructed with permanent building materials.
- F. **Name Plate Sign:** A sign giving the name and/or address of the owner or occupant of a building or premises on which it is located, and where applicable, a professional status.
- G. **Off-Site Sign:** A sign which displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution or any other commercial



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message, which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than on the premises where such sign is located.

- H. **On-Site Sign:** A sign that is other than an off-site sign.
- I. **Pole Sign:** Any sign placed upon, or supported by, the ground independent of the principal building or structure on the property where the bottom edge of the sign is more than five (5) above the ground level.
- J. **Portable Sign:** Any sign that is not permanently affixed to a building, structure, or the ground.
- K. **Projecting Sign:** A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.
- L. **Real Estate Sign:** A sign pertaining to the sale or lease of a lot or tract of land on which the sign is located, or to the sale or lease of one or more structures, or a portion thereof on which the sign is located.
- M. **Temporary Sign:** A sign that is intended for a temporary period of posting on public or private property, and is typically constructed from nondurable materials, including paper, cardboard, cloth, plastic and/or wall board and does not constitute a structure subject to the City's Building Code and Zoning provisions.
- N. **Wall Sign:** A sign fastened to or painted on a wall of a building or structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than 12 inches from such building. Wall signs shall not project above the top of the wall on which the sign is attached.

(Ord. 2004, Sec. II, 2001; Ord. 2122, Sec. II, 2006; Ord. 2138, Sec. II, 2006)

**19.48.012 Prohibited Signs.**

All signs not expressly permitted within this ordinance or exempted herein are prohibited in the city. Such prohibited signs include, but are not limited to:

- A. Animated Signs.
- B. Awning Signs.
- C. Digital Readout or Electronic Graphic Signs.
- D. Flashing or Blinking Signs.
- E. Off-Site Signs.
- F. Pole Signs.
- G. Portable Signs.
- H. Projecting Signs.
- I. Roof Signs.
- J. Rotating Signs.
- K. Signs attached to any tree, fence or utility pole except warning signs issued and properly posted by that utility company.

(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

**19.48.015 Regulations Applicable to All Districts.****A. Sign Permit.**

1. Except as provided herein, or as may be provided by other ordinances or resolutions of the city, it shall be unlawful for any person to erect, install, alter, move or replace any new or existing sign or signage without first obtaining a permit and making payment of the sign permit fee as established in the city fee schedule on file in the City Clerk's Office. A permit is not required for ordinary maintenance and repair of a sign nor is a permit or fee required to post temporary signs.
2. Any person desiring to erect a sign for which a permit is required shall submit to the Building Official an application upon a form to be provided by the City which shall contain the following information:
  - a. Name, address and telephone number of the applicant;
  - b. Location of building, structure, or lot to which or upon which the sign is to be attached or erected;
  - c. Position of the sign in relation to nearby building or structures, streets and sidewalks;
  - d. Drawing of sign and specifications describing the sign;
  - e. Length of time that sign will be displayed;
  - f. Written consent of the owner of the building, structure or land to which or on which the sign is to be erected; and
  - g. Such other information as the Building Official shall require to show full compliance with this and all other laws and ordinances of the City.
3. It shall be the duty of the Building Official upon filing of an application for a sign permit, to review the application and to conduct such other investigation as is necessary to determine the accuracy of the application. If it shall appear that the applicant has provided the information requested in the application and that said information is accurate and that the proposed sign when placed will comply with the ordinance of the City, (s)he shall issue a sign permit.
4. If the Building Official determines that the proposed sign is not in compliance with all requirements of this chapter or any other laws and ordinances of the city, (s)he shall not issue the requested permit and shall advise the applicant of the right to appeal as set out in Section 19.54.025.
5. All rights and privileges acquired under the provisions of this chapter or any amendments thereto, are revocable at any time by the city for cause, and all such permits shall contain this provision.

(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

**B. Exceptions.** A permit as provided for in Section 19.48.015(A) of this chapter shall not be required to erect, install, alter, move or replace the following signs:

1. Street markers, traffic sign and other appropriate signs displayed by the City or other governmental subdivision;
2. Temporary signs;
3. Name plate signs for single-family dwellings; and
4. Any sign required by the City's Building or Fire Codes for purposes of premises identification.

(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

**C. Aesthetic Considerations.** All permanent signs shall be well constructed of permanent materials and shall be constructed with similar materials as used in other buildings on the site.

(Ord. 2138, Sec. II, 2006)

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- D. Obstruction of Exits. No sign shall be erected, relocated or maintained so as to prevent free ingress to or egress from any door, window or fire escape.  
(Ord. 2138, Sec. II, 2006)
- E. Traffic Hazards. No sign shall be constructed at the intersection of any street in such a manner as to obstruct the free and clear vision of motorists, or any location where, by reason of the position, shape or color, said sign may interfere with, obstruct the view or be confused with any authorized traffic sign, signal or device.  
(Ord. 2138, Sec. II, 2006)
- F. Certain Devices and Displays
1. Movement or the illusion of movement, flashing of lights or reflectors, likeness of human or animal forms, or searchlights are prohibited.
  2. Permanent banners may be allowed as an architectural or decorative accessory in shopping centers and other developments provided they are generally uniform throughout the project, and are in harmony with the architectural theme of the development. No such banners shall be installed unless their location and design have first been approved by the Planning Commission.  
(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)
- G. Unsafe and Unlawful Signs. If the Building Official or his/her representative find that any sign regulated herein is unsafe or insecure, or is a menace to the public, or, has been constructed or erected, or is being maintained in violation of the provisions of this chapter, (s)he shall give written notice to the owner of the structure, lot or parcel upon which the sign is installed. If the permittee fails to remove or alter the sign so as to comply with the standards herein set forth within forty-eight (48) hours after such notice, such sign may be removed or altered to comply by the Building Official at the expense of the permittee or owner of the property upon which it is located, and the permit shall be revoked. The Building Official shall refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed. The Building Official may cause any sign, which is an immediate peril to persons or property to be removed summarily and without notice.  
(Ord. 2138, Sec. II, 2006)
- H. Public Property. Unless otherwise permitted in this Chapter, no sign shall be placed within a public street right-of-way, public park or other public property, or on a utility pole, except that wall-mounted signs may protrude not more than eight (8) inches into a public street right-of-way if the sign is nine (9) feet or more above the sidewalk or the grade abutting said wall. A permanent identification sign for a subdivision or other residential project may be located on street right-of-way if approved as required in Section 19.48.020, Paragraph E.  
(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)
- I. “For Sale Signs.” Only one “For Sale” sign shall be permitted for each project that is being offered for sale in a non-residential area. For purposes of this Ordinance, a Project shall mean a parcel of property which is uniformly owned or controlled by one person or legal entity, regardless of the size of the parcel and regardless of how many lots or improvements exist on the parcel and whether or not the parcel is divided by one or more public streets. Said sign shall not exceed sixteen (16) square feet in area per face, shall not have more than two faces, and shall not exceed a height of five (5) feet. Such sign shall be located so as to relate to and complement permanent monument signs and be integrated into the landscape features of the site. Such a sign may be posted for a period of up to ninety (90) days, at which time the sign shall be removed or replaced. Any such sign and any supporting or supplemental structures shall be maintained in good condition, adjacent land areas shall be kept free of weeds and debris, and a neat appearance

shall be maintained at all times. The responsibility for such maintenance shall be with the project owner served by said sign.

(Ord. 1955, Sec. I, 1998, Ord. 2138, Sec. II, 2006)

J. Type of Lettering and General Design Allowed.

1. The lettering and general design of all signs or signage shall be simple and straightforward. "General design" shall include the background panel, case or cabinet upon which the sign text is located.
2. Exceptions to the above restrictions are all internationally recognized health and safety symbols. Other exceptions are medical, religious, and fraternal organization identifications and governmental seals and logos.
3. Logos may be incorporated into a sign and will be subject to all regulations governing signs and be included within the square footage allotments.
4. All existing signs affected by the above restrictions shall conform to these restrictions whenever the existing signs are modified, altered, moved or replaced.

(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

K. Service stations shall be permitted the following signs:

1. One illuminated or non-illuminated detached post-supported or monument sign may be permitted. Such sign shall not be closer than fifty (50) feet to any boundary of a district, R-1a to C-0 inclusive, and shall not be located in the street right-of-way. Such sign shall not exceed ten (10) feet in height above the average grade of the lot, and further, shall not exceed seventy (70) square feet in area per face. If not sitting within the landscaped setback, the sign base shall be located within a curbed landscaped area, extending a minimum of three (3) feet on all sides of the sign base. If illuminated, the lighting shall be arranged so that no glare extends to land within Districts R-1a to C-0 inclusive.
2. No more than two illuminated or non-illuminated signs that display fuel prices shall be permitted. Such signs may be detached or wall-mounted but shall not exceed fifteen (15) square feet each.
3. Each fuel pump island may have a sign on each end identifying if that island is "full service" or "self-service." If the service station is completely self-service, a maximum of two (2) "self-service" signs shall be permitted. These signs shall not exceed four (4) square feet in area each.
4. A maximum of two (2) non-illuminated signs displaying credit card information shall be permitted. Such signs shall not exceed one (1) square foot each.
5. Fuel pumps may display signs indicating only the type and brand name of fuel, in addition to signs required by law, which shall be of minimum size and quantity.
6. An additional non-illuminated sign not to exceed six (6) square feet in area shall be allowed and may be placed on each side of the pump island canopy.

(Ord. 2138, Sec. II, 2006)

L. Temporary Signs.

1. Purpose and Findings.

The City of Prairie Village is enacting this Ordinance to establish reasonable regulations for the posting of informational signs on public and private property.

Temporary Signs left completely unregulated, can become a threat to public safety as a traffic hazard, a detriment to property values as an aesthetic nuisance.

By implementing these regulations, the City intends to:

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- a. balance the rights of individuals to convey their messages through temporary signs and the right of the public to be protected against the unrestricted proliferation of signs;
  - b. further the objectives of the City’s comprehensive plan;
  - c. protect the public health, safety and welfare;
  - d. reduce traffic and pedestrian hazards;
  - e. protect property values by minimizing the possible adverse effects and visual blight caused by signs;
  - f. promote economic development; and
  - g. ensure the fair and consistent enforcement of the temporary sign regulations specified in the following.
2. Regulations:
- Temporary signs may be posted on property in all Zoning Districts of the City, subject to the following requirements:
- a. The total square footage for temporary signs in any district, in the aggregate, shall not exceed forty-eight (48) square feet, with no individual sign exceeding sixteen (16) square feet. The total square footage of a sign is measured to include all of the visible display area of only one side of the sign and only the area of one side of a double sided sign is included in the aggregate calculation.
  - b. Signs shall not exceed five (5) feet in height measured from the average grade at the base of the sign.
  - c. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.
  - d. No sign shall be illuminated or painted with light-reflecting paint.
  - e. A sign shall only be posted with the consent of the property owner or occupant. Signs posted in the public right-of-way may only be posted with the permission of the abutting property owner.
  - f. A temporary sign may be posted for a period of up to ninety (90) days, at which time the sign shall be removed or replaced.
  - g. Signs shall not be posted on trees, utility poles, and other similar structures within the rights-of-way.
3. Removal or Replacement of Informational Signs:
- a. The person who has posted or directed the posting of the sign is responsible for the removal or replacement of that sign.
  - b. If that person does not remove or replace the sign in accordance with these regulations, then the property owner or occupant of the building or lot where the sign is posted is responsible for the sign’s removal or replacement.
  - c. “If the Building Official finds that any sign is posted in violation of these regulations on public property, the Building Official is authorized to remove any such signs. If the Building Official finds that any sign posted in violation of these regulations on private property, (s)he shall give written notice to the person who has posted or directed the posting of the sign. If that person fails to remove or replace the sign so as to comply with the standards herein set forth within seventy-two (72) hours after such notice, such sign may be removed by the Building Official.”

(Ord. 2138, Sec. II, 2006)

- M. Monument Signs: Monument signs shall not exceed five (5) feet in height above the average grade of the base; shall not exceed twenty (20) square feet in area per face; shall be placed on private property, not closer than three feet to the property line or 12 feet from the back of curb of the street and shall be landscaped at the base. All monument signs shall be constructed with



permanent building materials that are similar to or complement existing building materials and colors used on the buildings located on the site. If the sign is not located within the landscape setback area, the sign base shall be located with a landscaped area extending a minimum of three (3) feet on all sides of the sign base and a landscape plan shall be submitted for approval. All monument signs including the landscape plan shall be reviewed and approved by the Planning Commission based on the above requirements prior to obtaining a permit and being installed. (Ord. 2004, Sec. II, 2001; Ord. 2068, Sec. II, 2004; Ord. 2138, Sec. II, 2006)

N. Sign Area Calculations.

1. Monument Signs: The area shall include the sign panel but not the sign base on which it is mounted or the structural elements or frames that form the perimeter of the panel.
  2. Wall Signs: If the wall sign is contained within a panel, the sign area calculation shall be the area of the panel. If the sign consists of individual letter, symbols or words, either painted or mounted on the wall, the area shall be the smallest rectangular figure that can encompass all of the letters, words, logos or symbols.
  3. Band Signs: The area of a band sign shall be the width of the band times the outside extremities of the letters, words, logos or symbols contained within the band.
- (Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

O. Setback: All signs shall setback a minimum of twelve (12) feet from the back of curb and five (5) feet from any adjacent side or rear property line. (Ord. 2138, Sec. II, 2006)

P. Obscene Materials: Obscene signs, flags, banners, or any sign of any type are prohibited. “Obscene” is defined as any material that (a) whether the average person, applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest; (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and (c) whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value. (Ord. 2138, Sec. II, 2006)

Q. Substitution of Messages: Subject to the landowner’s consent, a noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, provided that the Sign or Sign Structure is legal without consideration of message content. This substitution of message may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel or land use, nor does it affect the requirement that a sign structure or mounting device be properly permitted. This provision does not allow for the substitution of an offsite commercial message in place of an onsite commercial message. (Ord. 2138, Sec. II, 2006)

**19.48.020 Regulations Applicable to Districts R-1a through R-4 Inclusive.**

No sign may be constructed, erected, or displayed in districts zoned R-1a through R-4 inclusive, except as provided in the Section 19.48.020.

A. Public Churches, Synagogues, Schools, and Community Buildings.

1. Churches, synagogues, private or public schools, community center buildings, libraries, art galleries, and museums shall be allowed not more than two (2) signs identifying the premises and activities provided therein. Such signs may either be wall mounted or

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monument signs and may be illuminated provided the source of illumination shall not be visible from off the premises. Wall signs shall not exceed five (5) percent of the total area of the facade of the building, on which it is attached and in no event shall exceed fifty (50) square feet in area. Such signs shall be of a design, location and size as to be in harmony with the neighborhood and the building served as determined by the Building Official. No such monument sign shall be constructed, installed or replaced until plans have been reviewed and approved by the Planning Commission and a building permit issued therefore. The copy on the sign may be changed from time to time provided that the design of the sign is not changed from that approved by the Planning Commission.

2. In addition to the signs permitted in paragraph 1 above, schools are permitted to install a sign to display a National School of Excellence or equivalent award. The award sign may be either a monument sign or wall mounted sign; however, the sign face for wall mounted signs shall not exceed five percent of the total area of the façade of the building on which it is attached, but in no event shall exceed 50 square feet in area and for monument signs, the sign face shall not exceed 20 square feet in area. Said monument sign shall not exceed five feet in height and shall not be constructed, installed or replaced until plans have been reviewed and approved by the Planning Commission and a building permit issued. There shall be no more than two wall signs or two monument signs with no more than a total of three signs.

(Ord. 2004, Sec. II, 2001; Ord. 2044, Sec. II, 2003; Ord. 2138, Sec. II, 2006)

- B. One or more signs which are for the sole purpose of identifying a subdivision or a residential project may be permitted under the following standards and procedures:

1. Detailed plans of the sign and any supporting or supplemental structure shall be submitted for Planning Commission review. If approved, a construction permit may be procured from the Building Official and all details of the approved plans and any conditions included by the Commission shall be met. Subdivision signs are encouraged to be designed in accordance with the guidelines adopted by the Planning Commission;
2. Only the proper name of the subdivision or residential project shall be on the sign; provided, however, that the Planning Commission may approve further language or information it deems appropriate;
3. The sign and any supporting or other supplemental structure may be on private property or on public right-of-way provided the Planning Commission shall first determine that a location on public right-of-way will not create a traffic hazard, maintenance problem, nuisance or other condition adverse to the public interest;
4. Walls, fences and other architectural features may be used to supplement said signs provided that traffic hazards, maintenance problems or other conditions which may be adverse to the public interest are not present;
5. Any such sign and any supporting or supplemental structures shall be maintained in good condition, adjacent land areas kept free of weeds and debris, and a neat appearance displayed at all times. The responsibility for such maintenance shall be with the homeowner's association or the project owner served by said sign, the name, address and phone number of the responsible officer being kept on file in the Building Official's Office. The Planning Commission may, if long-term maintenance responsibilities are a concern, require that surety, acceptable to the City Council, be deposited with the City. The surety amount is to be equal to not less than the cost of one year's maintenance plus the cost of demolition and removal if such action is deemed by the City Council to be in the public interest.
6. Signs and supporting structure may be illuminated provided the source of illumination shall not be visible from a public street or from any dwelling that is part of said subdivision or project.

7. The design, shape, sizes and location of such signs and accompanying structure shall be in harmony with the neighborhood and the project that is served. Materials, lettering style, colors and size shall present a dignified appearance and be such that long-term maintenance can be readily and economically accomplished.  
(Ord. 1952, Sec. I, 1998; Ord. 2138, Sec. II, 2006)

**19.48.25 Regulations Applicable to Districts C-0, C-1, C-2, and C-3.**

No sign may be constructed, erected, or displayed in districts zoned C-0, C-1, C-2, and C-3 inclusive, except as provided in this Section 19.48.025.

- A. Signs shall be permitted for uses permitted in Districts R-1a through R-4 inclusive in accordance with the regulations established therefore in Section 19.48.020.  
(Ord. 2138, Sec. II, 2006)
- B. One illuminated or non-illuminated wall-mounted sign shall be permitted on each principal facade of each building or each shop or office therein provided that said shop or office has an exterior door and that the total area of such sign shall not exceed five (5) percent of the total area of the facade of each building or each shop upon which it is mounted and in no event shall such area exceed fifty (50) square feet. Facade shall mean that portion of the building's wall, which is contiguous with the tenant's gross leasable floor area.  
(Ord. 2004, Sec. II, 2001; Ord. 2068, Sec. II, 2004; Ord. 2138, Sec. II, 2006)
- C. Monument signs; where allowed.
1. In the case of a stand alone building, which is not a part of a "shopping center, office park or multi-tenant building" as defined in Paragraph J below, and which is occupied by a single tenant, one monument sign may be permitted in lieu of one of the wall signs permitted in B above. Said sign shall depict only the name and address of the building or business and may include an additional line of text that describes services.
  2. In the case of a "shopping center, office park or multi-tenant building" as defined in Paragraph J below, and which is occupied by more than one tenant, one detached monument sign may be permitted for each street frontage in addition to the wall-mounted signs permitted in B above. The location of said signs will be approved by the Planning Commission. Said sign shall depict only the name and address of the center or grouping of shops or offices and may include an additional line of text that describes services.
  3. A tenant and/or property owners within a "shopping center, office park or other grouping" as defined in Paragraph J, occupying a stand alone single-tenant building of at least 5,000 square feet may, in lieu of the wall sign permitted in Paragraph B above, have one detached monument sign depicting his business or product. The design and location of this sign shall be in accordance with Sections 19.48.015 and 19.48.025 and shall be subject to approval of the Planning Commission.  
All of the above detached signs shall also conform to the following:  
Such sign shall not be closer than fifty (50) feet to any boundary of a Residential District. If flood lighted, the lighting shall be shielded so that the source is not visible.  
(Ord. 2004, Sec. II, 2001; Ord. 2068, Sec. II, 2004; Ord. 2138, Sec. II, 2006)
- D. Where canopies are permitted, one sign not to exceed three (3) square feet in area and allowing at least seven (7) feet six (6) inches clearance above the sidewalk shall be securely attached to the canopy and an additional sign not to exceed three (3) square feet may be mounted on the facade beneath the canopy.  
(Ord. 2138, Sec. II, 2006)

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- E. Buildings Under Construction. One non-illuminated sign of not more than eighty (80) square feet in area, inclusive, shall be permitted for each building during its construction, provided, that said sign shall be removed upon completion of the building.  
(Ord. 2138, Sec. II, 2006)
- F. New Subdivisions or Developments. One non-illuminated sign of not more than eighty (80) square feet in area shall be permitted for each new subdivision or development project; provided, that the permit shall be issued for a period of not more than one (1) year.  
(Ord. 2138, Sec. II, 2006)
- G. Off-Street Parking or Loading Facilities. One illuminated or non-illuminated sign with a maximum area of ten (10) square feet shall be permitted at each entrance to off-street parking or loading facility to identify such facility and present any regulations governing the use thereof.  
(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)
- H. Non-illuminated Signs Mounted Against Face of Building. In cases where non-illuminated signs are to be mounted flat against the face of the building, such signs shall not protrude more than three (3) inches from the face of the building and shall not extend above the height of the wall on which it is mounted.  
(Ord. 2138, Sec. II, 2006)
- I. Regulations Pertaining to Illuminated Signs.
1. There shall be no exposed incandescent or neon or other tube-type lights; provided, that indirect flood lighting shall be permissible.
  2. There shall be no flasher-type lighting.
  3. If required to be mounted flat against the face of the building, such sign shall not protrude more than eight (8) inches from the face of the building and shall not extend above the height of the wall upon which it is mounted.
  4. Signs conveying the impression of movement through flashing lights or signs that fluctuate in light intensity shall be prohibited.  
(Ord. 2138, Sec. II, 2006)
- J. Private Sign Standards Applicable to Office Parks, Shopping Centers, Multi Tenant Buildings and Planned Business Districts. In the case of an office park, shopping or multi-tenant building (new or remodeled), the developer or owner shall prepare and submit to the Planning Commission a set of sign standards for all permanent exterior signs. The purpose of the sign standards is to create uniform signage design throughout the development. Such standards shall run with all leases or sales of portions of the development. A full and accurate description of all signs shall be included indicating location, placement, materials, graphic design styles, type of illumination, etc. Sign permits shall not be issued until the Planning Commission has approved the sign standards. For purposes of this section the terms "shopping center, office park, or multi-tenant buildings" shall mean a project that has been planned as an integrated development on property under unified control or ownership at the time of development. The sale, subdivision, or other partition of the site does not exempt the project or portions thereof from complying with these regulations.

If multiple monument signs are proposed as part of the design standards, they shall be of uniform design regarding the sign base, frame, materials and proportions, but the Planning Commission may require that the monument signs located at stand alone buildings be smaller than the maximum area allowed per face by the ordinance.

(Ord. 2004, Sec. II, 2001; Ord. 2068, Sec. II, 2004; Ord. 2138, Sec. II, 2006)

- K. A time and temperature device, mounted on a building, may be allowed in lieu of one of the above permitted wall or detached signs. The design, size, materials and illumination of such device shall be compatible and in harmony with the building and the degree and type of illumination shall be at such levels as to not unduly detract from traffic safety devices or have adverse effects on nearby residences or places of business. All such time and temperature devices hereafter installed shall be reviewed by the Planning Commission and approved prior to a permit being issued.  
(Ord. 2138, Sec. II, 2006)
- L. Certain Devices and Displays.
1. Exposed neon tubing shall meet the following conditions:
    - a. Exposed neon tubing may not be placed on any exterior facade of a building.
    - b. Exposed neon tubing may be placed on the interior of any windows, doors, or on any interior wall.
    - c. Existing exposed neon tube signs declared to be nonconforming shall be removed within two years of the effective date of this ordinance.
  2. Unless otherwise prohibited, signs may be displayed inside windows or doors and the area of such signage shall be in addition to that permitted on the exterior facade, but the aggregate area of all signs within 48 inches of a window or door shall not exceed 20% of the window and door area.  
(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)
- M. “Semi-Permanent Leasing Signs.” Only one semi-permanent “For Lease” sign shall be permitted for the purpose of advertising the on-going leasing activities of each Project that is being offered for lease in a non-residential area. For purposes of this Ordinance, a “Project” shall mean a parcel of property which is uniformly owned or controlled by one person or legal entity, regardless of the size of the parcel and regardless of how many lots or improvements exist on the parcel and whether or not the parcel is divided by one or more public streets. The sign area shall not exceed twenty (20) square feet per face, shall not have more than two faces, shall not exceed a maximum height of five (5) feet; and shall not be placed closer than twenty (20) feet to the back of curb or be placed in a public right-of-way. Said sign shall be constructed of durable materials using vertical supports no larger than 4” x 4” and shall not be illuminated either internally or externally. The maximum dimensions of the sign shall be 4’ x 5’ and sign dimensions shall be reduced proportionally when the sign is reduced in area. The sign shall be located so as to relate to and complement permanent monument signs and be integrated into the landscape features of the site. Any such sign and any supporting or supplemental structures shall be maintained in good condition, adjacent land areas shall be kept free of weeds and debris, and a neat appearance shall be maintained at all times. The responsibility for such maintenance shall be with the project owner served by said sign. In lieu of a separate leasing sign, said leasing sign may be combined with the project monument sign and the monument sign may be increased to thirty (30) square feet per face.  
(Ord. 1955, Sec. II, 1998; Ord. 2004, Sec. II, 2001; Ord. 2068, Sec. II, 2004; Ord. 2138, Sec. II, 2006)
- N. If the property is both for lease and for sale, the information shall be combined so that in addition to the permanent monument sign, only one additional sign which complies with all requirements as set forth in Sections 19.48.015 I. and 19.48.025 M. shall be placed on the project site.  
(Ord. 1955, Sec. III, 1998; Ord. 2138, Sec. II, 2006)
- O. Where one retail establishment (the “sub-tenant”) leases space and conducts business within another retail establishment (the “primary tenant”) but does not have an exterior business façade and an exterior door leading directly to the sub-tenant space, one exterior wall sign may be permitted for the sub-tenant if the following conditions are met:

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1. The sub-tenant’s business establishment occupies at least 100 square feet of floor area, and is staffed and open for business during predetermined hours.
2. The primary tenant’s business establishment occupies at least 25,000 square feet of floor area.
3. The sub-tenant’s business is a separate legal entity from the primary tenant’s business, as opposed to a department, division or subsidiary of the primary tenant’s business.
4. A sign criteria for the building or shopping center has been submitted to and approved by the Planning Commission which specifically provides for sub-tenant signage, including standards for the sign location, size, style, color and content. Such sign criteria shall include scale drawings of the facades of all primary tenants where sub-tenant signs are authorized showing the permitted locations for sub-tenant signs.
5. The total area for all signs on the same façade does not exceed the allowable signage area for that district.
6. The provisions of this section for sub-tenant signs shall not apply to businesses within an enclosed shopping mall or to businesses that are conducted primarily by automated machines.

(Ord. 2004, Sec. II, 2001; Ord. 2138, Sec. II, 2006)

**19.48.030 Prohibition of Nonconforming Signs.**

All existing nonconforming signs which exist at the time of adoption of this amendment may remain and further provided that no changes in the basic structure, source of illumination, location of appearance shall be made in such signs and further provided that if the business to which the sign is related should move to another site, which move, in the opinion of the Building Official, creates in effect an off-site advertising sign, then such device shall be removed or otherwise brought into full conformance with this title.

(Ord. 2138, Sec. II, 2006)



**Prairie Village Zoning Ordinance Updates  
Renewable Energy – Final Draft 5/8/19**

**19.50 Alternative Energy Systems**

**19.50.005 Intent & Applicability.**

- A. **Intent.** The intent of this Chapter is to:
1. To allow residents to use renewable energy resources, specifically wind, solar and geothermal, as an alternative to the prevailing sources of natural gas and electricity.
  2. To promote small-scale, site-specific energy strategies that can reduce consumption and reliance on fossil fuels or other non-renewable energy source, and allow more efficient heating, cooling and lighting of sites and buildings.
  3. To establish standards for the use of renewable energy equipment that ensure effective site design, minimize potential impacts on adjacent property, and promote the character of neighborhoods and districts in the City.
- B. **Applicability.** Site-specific renewable energy systems that meet the standards of this Chapter are considered an accessory use to the principal use of property, and shall be approved by the issuance of a Building Permit, subject to all applicable building codes. Some applications also require Site Plan or Special Use Permits as specified in this Chapter. Applications for hybrid energy systems that use combinations of two or more of the types of systems in this Chapter may be joined as a single application, subject to the most detailed approval procedure for any component of the system. Any renewable energy systems not meeting the standards of this Chapter, or any authorized exceptions or alternative approval procedures specified in this Chapter, may only be permitted by a variance subject to the procedures and criteria in Chapter 19.54 of this ordinance.

**19.50.010. Solar Energy.** The following regulations shall apply to accessory solar energy systems:

- A. **Related Ordinances.** All equipment shall comply with any other applicable provisions of the municipal code or this ordinance, including building setbacks, yard requirements and height restrictions.
- B. **Solar Easements.** In order to preserve and protect the solar access accords adjacent property, a solar easement may be arranged between adjacent property owners. However, the solar easement may not be used to negate any other development or design standard required by this ordinance or other applicable law. It is the responsibility of the parties to the easement to report and file the easement with the Building Official at the time of any building permit application that may be impacted by the easement.
- C. **Compatibility.** The design of any solar energy system shall generally be compatible with the character of the neighborhood or district, the architectural design of the buildings, and situated on a site in a manner that minimizes potential negative impacts on adjacent property or public streetscapes. Compatibility shall be evaluated as follows:
1. Systems mounted on pitched roof structures or vertical walls shall not project more than 5 inches off the surface of the roof or wall and be generally parallel to the roof pitch or vertical wall.
  2. Systems mounted on flat roofs shall be setback from the roof edge a distance equal to the amount they project off the roof deck, or be concealed from street level or ground level of adjacent property by a parapet. Any panels or accessory equipment that projects more than 2 feet off the roof deck shall be screened in the same manner as other rooftop accessory building equipment.
  3. Framing, mounting racks, piping, conduits or other associated equipment shall be designed, located or use colors to minimize the visibility from streetscapes or adjacent property, and blend with the overall design of the building.

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4. Ground mounted solar panels shall be located behind the front building line, and be setback from adjacent property by at least ten feet. No ground-mounted equipment shall exceed eight feet high. All ground-mounted equipment shall be screened from adjacent property and the street by fences, landscape or a combination of both. This provision shall not apply to solar energy facilities attached to utility poles, light fixtures or other similar accessory structures provided they be designed in a manner that integrates the energy collecting components into the design of the structure in a manner that does not significantly alter the appearance of the structure, when compared to other similarly functioning accessory structures.
5. No solar panel shall be mounted in a location where it could create additional glare on adjacent sites or otherwise damage plants or structures on adjacent property from reflectiveness or heat sources. Panels in locations with the potential to contribute to this situation may satisfy this requirement with manufacturer's specifications that demonstrate minimal glare, reflectiveness and heat gain.

D. **Exceptions and Alternatives.** Any solar energy system that does not meet the standards of this section may only be permitted with a site plan, approved by the Planning Commission according to the procedures and criteria of Chapter 19.32. In addition, the Planning Commission shall consider the following criteria:

1. The intent of this Chapter, and whether the proposal is contrary to the intent of any other sections of this ordinance.
2. The context of the application, and in particular the relationship of the proposed facilities to surrounding property.
3. Whether the proposed design and requested exceptions are necessary to ensure that the function and efficiency of the solar energy system is maintained, and whether the exception could negatively impact other design or sustainability principles.

**19.50.015. Wind Energy.** The following regulations shall apply to accessory wind energy systems:

A. **Site Plan Approval.** The following wind energy systems may be permitted with a site plan, approved by the Planning Commission according to the procedures and criteria of Chapter 19.32.

1. Wind turbines installed on any structure which is otherwise permitted to be three stories or greater, and at least 35 feet tall, provided that the wind turbines shall add no more than twenty additional feet to the structure.
2. Wind turbines on structures less than three stories or under 35 feet tall, provided the turbine adds no more than one-half the actual height of the structure.
3. Wind turbines installed on light or utility poles up to 25 feet tall, provided the wind turbine adds no more than twenty percent to the actual height of the pole.
4. The Planning Commission shall consider the following criteria in addition to the general site plan criteria:
  - a. Whether the location and design of the turbine is architecturally compatible with the building.
  - b. Whether the location on the site is likely to generate noise, physical, optical (light- or shadow-flicker), or aesthetic impacts on adjacent property.
  - c. Any other potential physical impacts or conflicts from the location of the system, the type and typical function of the system, or other issues associated with the siting or operation of the wind turbine.

B. **Special Use Permit.** Any wind turbine in a non-residential zoning district, which does not meet the criteria or eligibility for site plan approval, may be permitted with a special use permit, approved by the City Council according to the procedures and criteria of Chapter 19.28. The special use permit shall meet the following additional criteria:

1. No turbine more than 150 feet tall may be approved in any circumstance.
2. Any ground-mounted turbine shall be on a lot of at least one acre.

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3. All ground-mounted wind turbines shall be setback from the property line a distance equal to its height, measured at the highest rotation of the blades. When two or more turbines are on the same lot, they shall be separated from each other by this same distance.
5. Wind turbines shall be painted a non-reflective, non-obtrusive color that blends with the context, surroundings or buildings in the vicinity.
6. All tower structures shall be self-supporting monopoles, unless attached to a structurally reinforced roof where not support structure is warranted. Lattice structures shall not be permitted.
7. Blade sizes for rotary turbines shall be limited to 1/3 the support structure height. Blade clearance for a ground-mounted horizontal-axis, propeller-style wind turbine shall not be less than 30 feet at the lowest point.
8. Turbines shall not be lit unless such lighting is required by the Federal Aviation Administration (FAA) or other applicable authority.
9. Signs shall be limited to the appropriate warning signs (e.g. electrical hazard or high voltage) placed on the wind turbine tower(s), electrical equipment, and the wind turbine.
10. Reasonable efforts shall be made to locate utility connections from the wind turbine(s) underground, depending on the appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for the utility interconnections may be above ground if required by the utility provider. For electrical transformers with a footprint greater than 2 square feet in area, landscaping shall be provided where necessary to substantially screen the structure from public view and/or view of adjacent lots.
11. All electrical wires associated with the wind turbine shall be located underground or inside the monopole except for those necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the ground wiring.
12. Each wind turbine shall be equipped with both manual and automatic overspeed controls to limit the rotational speed of the blade within the design limits of the rotor. Manual electrical and/or overspeed shutdown disconnect switches shall be provided and clearly labeled on the turbine structure. No wind turbine shall be permitted that lacks an automatic braking, furling, or feathering system to prevent uncontrolled rotation, overspeeding and excessive pressure on the tower structure, rotor blades and turbine components.
13. The noise emitted from any wind turbine shall not exceed 55dbA as measured at the nearest property line, except during short-term events such as utility outages and sever winds.
14. No building permit for a wind turbine shall be issued until a copy of the utility company's approval for interconnection of a customer-owned generator has been provided. Off-grid systems are exempt from this notice.
15. Any wind turbine that is not operated for energy production for a continuous period of 12 months shall be considered abandoned, and the owner of the turbine shall remove it within 90 days of receipt of a notice from the City. If the turbine is not removed within 90 days, the city may remove the turbine at the owner's expense. Any wind turbine, functional or abandoned/inoperable, which is determined to be a public safety risk may be ordered to be removed by the owner. In the event that the owner does not remove the turbine in a timely manner, the City may have the turbine removed, with costs billed to the property owner as a lien against the property.

**19.50.020. Geothermal Energy.**

- A. **Site Plan Approval.** Geothermal energy installations are permitted with a site plan, approved by Staff, including all buildings, property lines, and location of pipes and other elements of the system. The site plan shall include a description of the system, the type, model, and brand of the system, and the contractor installing the system. A building permit will also be required, but may be incorporated into the permit of any other building being constructed associated with the

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system. Staff may require additional information if it is necessary to fully evaluate the site plan or building permit.

**19.50.030. Definitions**

[consolidate and streamline existing definitions when above sections are finalized...]

DRAFT

# CURRENT REQUIREMENTS

## CHAPTER 19.50 - ALTERNATIVE ENERGY SYSTEMS

### Sections:

19.50.005	Purpose.
19.50.010	Solar Energy.
19.50.015	Wind Energy.
19.50.020	Geothermal Energy.
19.50.025	Hybrid Energy.

### **19.50.005 Purpose.**

The purpose of this chapter is to establish for the residents of the City of Prairie Village a provision for using an alternate sources of energy apart from the prevailing energy sources of natural gas and electricity—in this case, solar, wind and geothermal energy. The City, by this chapter, establishes that the use of alternative energy systems is in the general welfare of its residents in that its use will help alleviate the use of depreciating energy resources and thereby will lessen the city's reliance on increasingly uncertain power resources. The use of alternative energy systems is, therefore, valid public purpose. (Ord. 2250, Sec. II, 2012)

**19.50.010 Solar Energy** – The following regulations shall apply to solar energy installations:

#### **A. Related Ordinances**

All other ordinances of the municipal code are applicable to this section, including, but not limited to building setbacks, yard requirements, and height restrictions. (Ord. 2250, Sec. II, 2012)

#### **B. Definitions**

1. "Solar access" means access to the envelope of air space exposed to the face of any solar energy system through which the sun passes and which allows the solar energy system to function. Such access is necessary to any solar energy system.
2. "Solar air space envelope" means that volume of air space whose lower limits are defined by a plane sloping upward to the south at an angle of twenty-two (22) degrees from the horizontal plane, measured from the bottom of the solar collector system and whose lateral limits are defined by planes which correspond to the direct rays of the sun on each end (east and west) of the solar collector system at 0900 and 1600 solar time from September 21 through April 21.
3. "Solar collector" means both passive and active systems. An active collector shall include panels designed to collect and transfer solar energy into heated water, air or electricity. Passive collectors shall include windows and window walls, which admit solar rays to obtain direct heat or to obtain heat for storage. Such windows and window walls of passive systems may extend to ground level. Greenhouses, atriums, and solariums are included in this definition.
4. "Solar easement" means an easement arising by agreement between property owners and establishing the solar air space envelope within which building and vegetation obstructions are prohibited. (Ord. 2250, Sec. II, 2012)

#### **C. Solar Easements.**

In order to preserve and protect the solar access across contiguous or nearby property, "solar annotated easements" may be formulated. Such easements shall establish the solar air space envelope within which building and vegetation obstructions are prohibited.

***Chapter 19.50 – Alternative Energy Systems***

Solar easements are allowed by Kansas Statutes Annotated 58-3801 - "Creation of Solar Easements; Recordation" and 58-3802 - "Same; Content." A property owner who wishes to construct a solar energy system may enter into a solar easement agreement with another property owner whose property contains an obstruction to solar access. Under this agreement the latter property owner may agree to remove existing vegetation or structures which block solar access to the solar energy system. The City of Prairie Village shall also be included as a property owner wherein property owned by the City may be located in a solar air space envelope and the city, therefore, may be a party to such an easement. All easements shall be recorded by the Johnson County Register of Deeds and shall transfer from one owner to another if the property is sold. All such easements shall also be filed with the Building Official for coordinating issuance of future building permits, which might be affected by the easement. (Ord. 2250, Sec. II, 2012)

**D. Compatibility.**

The design of any solar system, active or passive, shall generally be compatible with the architectural design of the surrounding neighborhood as follows, whether or not the solar energy system is the subject of a solar easement.

1. Any solar energy system incorporated into residential facility shall be integrated into the basic form and main structure of the residence. All active systems shall be roof mounted with the collector panels integrated into the roof either directly mounted against the roof or integrated into the roof so that they form a part of the roof itself. Mounting arrangements, which allow the collectors to project above the roof line, such as "standoff" or "rack" mounting arrangements are not allowed.
2. Any system incorporated into a commercial building or a nonresidential building or structure in a residentially zoned district shall be integrated into the basic form and main body of the building. If roof mounted, all collector panels shall fit into the form of the roof; if the building's roof is sloped or if "rack" mounting is used on a flat roof, the mounting must be concealed from view at street level. Exposed rack supports and ground mounted installations apart from the main building are not permitted.
3. Roof mounted solar energy systems mounted on "accessory or detached buildings" are allowed on detached garages, carports, swimming pool equipment buildings and other similar structures. Detached "greenhouses" are also acceptable. All such energy systems mounted on accessory or detached buildings shall conform to the requirements outlined in Paragraphs 1 and 2 above. No ground mounted installations or panel racks shall be allowed except as set out in Section 19.50.030.E.
4. In an active or photovoltaic system, all components servicing the collector panels shall be concealed including mechanical piping, electrical conduits, etc.
5. All exposed metal, including the frame work of active collector panels or exposed mullions and framework of passive systems shall be of finished warm earth tones, or black, in color. Clear unpainted aluminum shall not be allowed. (Ord. 2250, Sec. II, 2012)

**E. Ground-mounted installation:**

1. Ground-mounted solar collectors for utilities and public entities shall not exceed eight (8) feet in total height and shall be located within an easement or public right-of-way.
2. All lines serving a ground-mounted solar collector shall be located underground.



3. Parking lot light pole installation: The mounting height for parking lot light fixtures shall not exceed 25 feet as measured from the bottom of the fixture to grade. Twenty (20) percent of the height of the light pole may be added above the light fixture for the purpose of installing a solar collector panel. The overall height of the parking lot light pole and solar collector shall not exceed 30 feet. Any necessary solar collector appurtenances shall be painted to match the light pole and fixture.
4. Utility Pole Installation: Solar collector panels may be mounted on utility poles by utilities and public agencies.
5. Solar panels shall not exceed two square feet in area.
6. Staff shall review and approve the size, design and location of all ground-mounted installations prior to their installation. (Ord. 2250, Sec. II, 2012)

**F. Site Plan Approval.**

1. As a part of the site plan approval process as set out in Chapter 19.32 Site Plan Approval, the Planning Commission may make adjustments to the height and location of solar panels provided that it results in a project that will not be detrimental to the public welfare or be injurious to or will substantially adversely affect adjacent property or other property in the vicinity.
2. An application may be made to the Planning Commission for site plan approval of a solar panel installation that is unique and does not have the locational or design characteristics set out in these regulations. (Ord. 2250, Sec. II, 2012)

**G. Permits.**

A building permit is required for the construction and/or installation of any solar system. If the solar system construction is a part of other construction, it may be incorporated with that permit. (Ord. 2250, Sec. II, 2012)

**19.50.015 – WIND ENERGY – The following regulations shall apply to wind energy installations:****A. Definitions.**

1. “Wind Turbine” means any machine designed for the purpose of converting wind energy into electrical energy. Wind turbine shall include all parts of the system, including the tower and turbine composed of the blades and rotor.
2. “Horizontal-axis wind turbine” means the main rotor shaft of the turbine is oriented horizontally. This type of turbine must be pointed into the wind.
3. “Meteorological tower” means a tower separate from a wind turbine designed to support the gathering of wind energy resource data. A meteorological tower shall include the tower, anemometers, wind direction vanes, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics at a given location.
4. “Roof-mounted wind turbine” means a turbine system mounted to the roof of a building.
5. “Vertical-axis wind turbine” means the main rotor shaft of the turbine is arranged vertically and does not have to be pointed into the wind.

(Ord. 2250, Sec. II, 2012)

**B. Site Plan Approval – The following wind energy installations shall be subject to site plan approval as set out in Chapter 19.32:**

**Chapter 19.50 – Alternative Energy Systems**

1. Wind turbines may be installed on any non-single-family structure (such as a building, water tower, etc.) three stories in height or greater but no less than 35 feet provided that the wind turbines shall add no more than 20 feet to the height of said existing structure. Wind turbines which are architecturally compatible to the building architecture may locate on non-residential buildings less than three stories or 35 feet in height. The maximum height which may be approved for a roof-mounted wind turbine on a non-residential building less than three stories or 35 feet in height shall be equal to one-half the height of the building, measured from the surface of roof on which the turbine is mounted to the highest point of the wind turbine structure, including blades, if applicable. Associated equipment may be permitted on the roof so long as it is screened from view.
2. Wind turbines may be installed on parking lot light poles. The mounting height for parking lot light fixtures shall not exceed 25 feet as measured from the bottom of the fixture to grade. Twenty (20) percent of the height of the light pole may be added above the light fixture for the purpose of installing a wind turbine. The overall height of the parking lot light pole and wind turbine shall not exceed 30 feet, measured to the highest point of the wind turbine structure, including blades, if applicable. The wind turbine and any required appurtenances shall be painted to match the light pole and fixture. (Ord. 2250, Sec. II, 2012)

**C. Special Use Permit** – The following wind energy installation shall be subject to Special Use Permit as set out in Chapter 19.28:

1. In office and business districts, a ground-mounted wind turbine not to exceed a maximum height of 150 feet, measured from average grade at the tower base to the highest point of the wind turbine structure, including blades, if applicable. A lightning rod, not to exceed 10 feet, shall not be included within the height limitations. (Ord. 2250, Sec. II, 2012)

**D. Application Requirements.**

Each application for site plan approval or a special use permit for a wind turbine or wind turbines shall be accompanied by the following information:

1. Preliminary site plan (see Chapter 19.32).
2. Turbine information, including type, model, size, height, rotor material, rated power output, performance, safety, and noise characteristics of each wind turbine being proposed, tower and electrical transmission equipment.
3. Meteorological tower information, if applicable, including location, height, and appearance.
4. Digital pictorial representations of “before and after” (photo simulation) views from key viewpoints as may be appropriate.
5. The Staff, Planning Commission, or Governing Body may require additional technical studies deemed necessary to fully evaluate the application, such as a shadow/flicker model, noise study, geotechnical report, or wildlife impact study. (Ord. 2250, Sec. II, 2012)

**E. Conditions of Approval.**

The Planning Commission and City Council may require any or all of the following conditions and may add additional conditions if deemed necessary for a specific location:

1. A request for a special use permit for a wind turbine(s) may be approved for an indefinite period of time.

2. Height - The maximum height which may be approved for a wind turbine is 150 feet. Height shall be measured from average grade at the tower base to the highest point of the wind turbine structure, including blades, if applicable. A lightning rod, not to exceed 10 feet, shall not be included within the height limitations. The maximum height which may be approved for a roof-mounted wind turbine shall be equal to one-half the height of the building, not to exceed 20 feet. Height shall be measured from the surface of roof on which the turbine is mounted to the highest point of the wind turbine structure, including blades, if applicable.
3. Minimum lot size – Ground-mounted wind turbines shall be located on property a minimum of one acre in size.
4. Setbacks – All wind turbines, other than roof-mounted wind turbines, shall be setback a distance equal to the height of the wind turbine, including blades, if applicable, from all property lines.
5. Separation requirements – When two or more ground-mounted wind turbines are located on one lot, they shall be separated by a distance equal to the overall height of one wind turbine system, including blades, if applicable.
6. The Planning Commission or Governing Body shall have the ability to grant a deviation from these standards. In support of a deviation request from these requirements, the applicant shall submit detailed information illustrating the need for the deviation.
7. Color/Finish – Wind turbines, including the towers, shall be painted a non-reflective, non-obtrusive color or a color that conforms to the environment and architecture of the community.
8. Tower design – All tower structures shall be of self-supporting, monopole construction unless attached to a structurally reinforced roof where such support is not warranted. No lattice structures shall be permitted.
9. Blade size – The diameter of the blades for a ground-mounted horizontal-axis, propeller-style wind turbine system shall be limited to one-third the height of the tower.
10. Lighting – Wind turbines shall not be artificially lit unless such lighting is required by the Federal Aviation Administration (FAA) or other applicable authority.
11. Signage – Signs shall be limited to the appropriate warning signs (e.g. electrical hazard or high voltage) placed on the wind turbine tower(s), electrical equipment, and the wind turbine. Commercial advertising is strictly prohibited.
12. Federal and State regulations – All wind turbines shall meet or exceed current State and federal standards and regulations.
13. Building code compliance – All wind turbines shall meet or exceed the current standards expressed in the adopted building codes. A building permit is required prior to the installation of any wind turbine.
14. Utility connections – Reasonable efforts shall be made to locate utility connections from the wind turbine(s) underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider. For electrical transformers with a footprint greater than two (2) square feet in area, landscaping shall be provided where necessary to substantially screen the structure from public view and/or view of adjacent homeowners. Maintenance of all landscaping shall be the responsibility of the property owner.
15. Electrical wires – All electrical wires associated with a wind turbine shall be located underground or inside the monopole except for those wires necessary to connect the

**Chapter 19.50 – Alternative Energy Systems**

wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires.

16. Safety shutdown – Each wind turbine shall be equipped with both manual and automatic overspeed controls to limit the rotational speed of the blade within the design limits of the rotor. Manual electrical and/or overspeed shutdown disconnect switches shall be provided and clearly labeled on the wind turbine structure. No wind turbine shall be permitted that lacks an automatic braking, furling or feathering system to prevent uncontrolled rotation, overspeeding and excessive pressure on the tower structure, rotor blades, and turbine components.
17. Minimum blade clearance – The blade tip clearance for a ground-mounted, horizontal-axis, propeller-style wind turbine shall, at its lowest point, have a ground clearance of not less than 30 feet.
18. Noise – The noise emitted from any wind turbine shall not exceed 55dbA as measured at the nearest property line, except during short-term events such as utility outages and severe windstorms.
19. Utility notification – No building permit for a wind turbine shall be issued until a copy of the utility company’s approval for interconnection of a customer-owned generator has been provided. Off-grid systems shall be exempt.
20. Removal of abandoned wind turbines – Any wind turbine that is not operated for energy production for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such wind turbine shall remove the same within ninety (90) days of a receipt of notice from the governing authority notifying the owner of such abandonment. If such wind turbine is not removed within said ninety (90) days, the governing authority may remove such wind turbine at the owner’s expense.

(Ord. 2250, Sec. II, 2012)

**19.50.020 Geothermal Energy.**

**A. Definitions**

1. Geothermal Energy – Energy that is stored in the Earth. (Ord. 2250, Sec. II, 2012)

**B. Application Requirements**

Each application for a geothermal energy installation shall be accompanied by the following:

1. A site plan or scaled drawing showing all buildings, property lines and the location for the pipe system.
2. A description of the system being installed including the type, model, brand and contractor installing the system.
3. Staff may require additional information if it is necessary to fully evaluate the application. (Ord. 2250, Sec. II, 2012)

**C. Approval**

1. Staff shall review and approve all geothermal installations.
2. A building permit will be required for the installation, but if it is part of other construction, it may be incorporated with that permit. (Ord. 2250, Sec. II, 2012)

**19.50.025 Hybrid Energy Installations.**

It has become a common practice to use a combination of energy sources rather than just one. An applicant may submit an application to include more than one energy source and it will be considered as one application.

(Ord. 2250, Sec. II, 2012)

**Prairie Village Zoning Ordinance Updates  
Site Plan Criteria – Working Draft 04/11/19**

**19.32.030 Standard of Approval.**

In making a determination that the Site Plan meets the standards of the zoning ordinance and that the standards are appropriately applied to the specific site, the Planning Commission shall give consideration to the following criteria in approving or disapproving a Site Plan:

- A. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space and landscape;
- B. Utilities are available with adequate capacity to serve the proposed development;
- C. The plan provides for adequate management of stormwater runoff;
- D. The plan provides for safe and easy ingress, egress and internal traffic circulation, and appropriately balances vehicle and pedestrian circulation for the site, the block and other surrounding connections;
- E. The plan is consistent with good land planning and site engineering design, principles with particular consideration of the relationship to adjacent sites. In making this determination, the Planning Commission shall consider:
  - 1. The location and orientation of buildings, and the scale, massing and design of portions of buildings nearest to the property boundaries;
  - 2. Prevailing grades and transitions to adjacent areas;
  - 3. The arrangement, design and location of open spaces and landscape areas.;
- F. An appropriate degree of compatibility will prevail between the architectural quality The quality and appearance of the proposed building(s), and in particular the impact on the character of the -and the surrounding neighborhood. In making this determination, the Planning Commission shall consider:
  - 1. The application of materials, and the likelihood for proper maintenance and appearances over time.
  - 2. The consistency of the design with the principles of the chosen architectural style for the building.
  - 3. Whether any specific materials, patterns, or arrangements are prevalent among buildings and sites throughout the area, and which are capable of being integrated into the proposed plan.
- G. The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies.
- H. The plan is consistent with the intent or design objectives of any other applicable standards stated in these regulations, and does not present any other apparent risks to the public health, safety and welfare of the community.

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***Chapter 19.32 – Site Plan Approval***

- B. Name and address of the owner of record, developer, and name, address and phone number of preparers;
- C. All existing lot lines, easements, rights-of-way including area in acres or square feet;
- D. The location and use of all existing and proposed buildings and structures within the development. All dimensions of height and floor area, all exterior entrances and all anticipated future additions and alterations. Typical elevations, showing building materials and colors;
- E. The location of all present and proposed public and private ways, driveways, sidewalks, ramps, curbs and fences;
- F. Location of required parking areas including parking stalls, setbacks and loading and service areas and the type of pavement proposed;
- G. The location, height, intensity and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties;
- H. The location, height, size, materials and design of all proposed signage;
- I. Location, type and screening details for all waste disposal containers;
- J. A landscape plan showing all existing open space and trees to be retained, all proposed changes to these features including the location, size and type of proposed plant material, and any proposed screening for adjacent properties which may include solid or semi-solid, fencing, walls or hedges or a combination thereof;
- K. The location of all exist and proposed utility systems including:
  - 1. sewer lines and manholes.
  - 2. water lines and fire hydrants.
  - 3. telephone, cable and electrical systems.
  - 4. storm drainage system including drain fines, culverts, catch basins, headwalls, endwalls, manholes, and drainage scales.
- L. Plans to prevent: (a) the pollution of surface or groundwater; (b) the erosion of soil both during and after construction; (c) excessive run-off-, (d) and flooding of other properties, as applicable. Said plans shall include stormwater run-off calculations and shall provide for on-site stormwater management in accordance with Chapter 14, Article 2 Stormwater Management of the City Code;
- M. Existing and proposed topography shown at not more than two-foot contour intervals and the location of flood plains. All elevations shall refer to U. S. G. S. datum;
- N. Zoning districts adjacent to the site;
- O. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site.

The Planning Commission may require a detailed traffic study for large uses, mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

- A. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
- B. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and
- C. The impact of this traffic upon existing, abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

**19.32.030 Standard of Approval.**

The Planning Commission shall give consideration to the following criteria in approving or disapproving a Site Plan:



- A. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space and landscape;
- B. Utilities are available with adequate capacity to serve the proposed development;
- C. The plan provides for adequate management of stormwater runoff;
- D. The plan provides for safe and easy ingress, egress and internal traffic circulation;
- E. The plan is consistent with good land planning and site engineering design principles;
- F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood;
- G. The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies.

**19.32.035 Improvements.**

The Planning Commission may require the construction or installation of infrastructure improvements such as sidewalks, traffic signals, street widening and channelization, acceleration and deceleration lanes, storm drainage improvements and other similar improvements that are related to the proposed project.

**19.32.040 Site Plan Modifications.**

Minor modifications may be made to an approved site plan by the applicant with approval of the Building Inspector and without reapproval of the Planning Commission provided that the modifications do not:

- A. Vary the proposed gross residential density or intensity of use by more than five percent (5%), nor
- B. Increase by more than ten percent (10%) the floor area proposed for non-residential use; nor
- C. Increase by more than five percent (5%) the total ground area covered by buildings or the height of buildings; nor
- D. Substantially change the design of plan so as to significantly alter:
  - a. Pedestrian or vehicular traffic flow.
  - b. The juxtaposition of different land uses.
  - c. The relation of open space to residential development.
  - d. The architectural appearance and building materials selected for the project.

If, in the opinion of the Building Official, a site plan is substantially changed from the approved plan, the applicant shall resubmit the plan to the Planning Commission for approval.

Prairie Village Districts and Uses – Working Draft / Framework

Procedures Table

	Notice				Neighborhood Meeting	Public Hearing	Decision	Protest allowed	Comments
	Mailed	Posted	Published	HOA mailed*					
■ = permitted by right	--	--	--	--	--	--	Staff	--	Only a process if site plan, building line modification, or variance needed with development activity.
A = permitted Accessory Use	--	--	--	--	--	--	Staff	--	Only a process if site plan, building line modification, or variance needed with development activity.
□ = Conditional Use Permit	Yes certified?	?	Yes	Yes	Yes	Yes (see note)	PC	--	Process Required – site plan review (but no public hearing – change from current due to fact that public comment technically not relevant); review is against general site plan parameters PLUS any use-specific conditions in the code or any extra conditions the PC wants to put on site plan approval within parameters of general CUP criteria. <b>NOTE: since changing to “no public hearing” probably should get rid of certified mailed notice and use same as site plan review...</b>
○ = Special Use Permit	Yes certified	Yes		Yes	Yes	Yes	CC	Yes	Process Required – site plan with public hearing at PC and CC decision – more discretion and public comment is part of record. <b>NOTE: we may want to get rid of the “certified” mailed requirement; it may be expensive and it is up to the City on how...</b>
Site Plan	Yes	--	--	Yes	Yes (see note)	--	PC	--	Only required at certain thresholds of development activity. Updated with more specific criteria. <b>NOTE: we still have the issue of some fairly minor activities triggering site plan review and thus a Neighborhood meeting, and then technically required mailed notice.</b>
Variance	Yes certified	--	Yes	--	No	Yes	BZA	--	Public hearing; BZA quasi-judicial decision - required by statute and ordinance
Rezoning	Yes certified	Yes	Yes	Yes	Yes		CC	Yes	Public hearing; PC review/recommendation; CC decision – required by statute and zoning ordinance
Plat (preliminary / final)	--	--	--	Yes	Yes	--	PC	--	There are some provisions for administratively approved Plats, and lot line adjustments (exempt from sub-regs altogether).
Plat (final)	--	--	--	?	?	--	PC (see note)	--	PC approves final plats, however any land dedication or public facility dedication requires acceptance by the City Council, though there is no specific meeting requirement or process stated. <b>Similar to site plan – consider Citizen Participation Policy / required neighborhood meetings... Also, need to clear up if a second notice/neighborhood meeting is needed if they do preliminary and then final, or if only one, that it should occur at preliminary.</b>
Lot Split	--	--	--	--	--	--	PC	--	PC approves at general meeting
Building Line Modification	Yes	--	--	Yes	Yes	--	PC	--	Neighborhood meeting / site plan

\* HOA mailing requirements is not by ordinance, but by citizen participation policy. It is only first class (not certified), and includes an additional first class notice to property owners within 200 feet (redundant of certified by ordinance/statute, but this may also include the neighborhood meeting required by the policy). However, the Building Line Modification HOA notice is by ordinance, NOT the citizen participation policy, but includes the same provisions as the policy.

Use Table – Recommendations to clarify and improve conflicts and recurring interpretation issues.

Prairie Village											
■ = permitted by right □ = permitted by Conditional Use Permit (Note: administrative - PC review only; converting to non-public hearing / specific criteria) ○ = Permitted by Special Use Permit (Note: discretionary – PC recommendation / CC review based on discretionary criteria w/ public hearing) A = Permitted as Accessory Use											
Uses	R1A	R1B	R-2	R-3	R-4	C-O	C-1	C-2	C-3	MXD	Internal Staff Drafting Notes (delete / refine these for PC review)
<b>Residential Uses</b>											
Single family dwellings	■	■	■	■		Any R-3 permitted use; Reconsider this practice.					No specific permitted; Planned District / SUP for any C-O through C-2 (except very similar to C-3 except broader mix to include residential as well; however poor planning, design, and policy recommendations to guide implementation.
Two-family dwellings			■	■							
Garden Apartment Building				■							
Condominium					■						
Nursing and convalescent home (but not “group home”)	○	○	○	○	○			○	○		
Dwellings for senior adults...	○	○	○	○	○			○	○		
Group homes	■	■	■	■							
Group home - statutory	■	■	■	■							
Group home - general	○	○	○	○				○	○		
<b>Civic Uses</b>											
Golf courses (not mini-golf or commercial driving range)	■	■	■	■							
Public parks and rec areas	■	■	■	■	■		■	■			
Churches and synagogues	■	■	■	■	■		■	■			

New distinction to emphasize distinction between what statutes require, but to address some confusion of when group homes beyond what statute requires should begin to be treated in the same manner as “nursing and convalescent home”. Note: these are “houses” as a building type, but residential care by use. The distinction between statutory vs. general would be when they either have more people than statute requires (up to 8 with 2 resident staff), OR when they alter the site to not meet typical house or residential design standards (i.e. parking, visitor accommodations, or other non-residential accommodations for the class of residents).

Recommended clarification to get (a) scaled to neighborhoods and (b) neutral to religious vs. non-religious assembly.

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Uses	R1A	R1B	R-2	R-3	R-4	C-O	C-1	C-2	C-3	MXD	Internal Staff Drafting Notes (delete / refine these for PC review)
Assembly Halls	○	○	○	○	○		○	○			
Assembly – Small (under 600 / under 5 ac.)	■	■	■	■	■		■	■			
Assembly – Medium (601 to 1,200 / 5 – 10 ac.)	○	○	■	■	■		■	■			
Assembly – Large (1,201 + / over 10 ac.)							○	○			
City hall, police, fire stations	■	■	■	■			■	■			
Public libraries, museums, art galleries	■	■	■	■			■	■			
Public schools, college and university centers operated by local district or state	■	■	■	■			■	■			
Private schools	○	○	○	○	○		○	○			No change – may reconsider after comp plan, and all treatments of civic uses in residential districts. [Jamie wants to think about if we should change this...???]
Country clubs/private clubs w/ food/alcohol	○	○	○	○	○	○	○	○	○	○	
Cemeteries	○	○	○	○	○	○	○	○	○	○	
Columbarium	○	○	○	○	○	○	○	○	○	○	
Hospital								○	○	○	Limiting SUP to only certain districts (could be interpreted as any district now); smaller scale medical services are treated under general “personal services” in commercial uses and permitted in certain districts.
<b>Commercial Uses</b>											
Shops and stores for retail (food, beverage, goods)							■	■			
Retail – Micro (under 1.5K)						■	■	■		■	
Retail – Small (1.5 – 5K)						○	■	■		■	Proposed fix based on scale analysis of existing uses and districts; change eliminates long lists of sometimes over-lapping and sometimes conflicting specific uses and puts the emphasis on the scale of uses with respect to which district they are appropriate for. A bump up in scale could occur through SUP review, based on new specific criteria added below.
Retail – General (5K – 20K)							○	■		○	
Retail – Large (20K-80K)								■		○	
Retail – Warehouse (80K+)										○	
Outdoor Sales and Services – Accessory						■	■	■	■	■	
Outdoor Sales and Services – Limited							□	□	□	□	New specific use to deal with current interpretation issues on limited patio seating; vs. seasonal outside activities (parking area or large scale patio service vs. business conducted outside). This will also allow deletion of an SUP for “short term permits” that causes confusion and interpretation issues.
Outdoor Sales and Services - General								○	○	○	
Office						■	■	■			
Office – Small (under 10K)						■	■	■			Current districts have lots of meaningless and conflicting distinctions on types of specific offices. Proposed fix based on scale analysis of existing uses and districts
Office – General (10K – 100K)						■	■	■			
Office – Large (over 100K)								○			
Services						?	■	■			Current to be replaced with below; Note: current interpretation issues on what types of services can go in C-O proposed to be cleared up by a simple “scale” approach rather than the type of specific service Proposed fix based on scale analysis of existing uses and districts
Wellness Center						■	■	■			
Personal Service – Small (under 5K s.f.)						■	■	■			
Personal Service – General (5K – 20K s.f.)						■	○	■			
Personal Service – Large (more than 20K s.f.)								■			Current to be replaced by below. Note: veterinary offices and pet daycare have been permitted in other districts via SUP even though the ordinance does not technically specify this, and a veterinary office could be interpreted similar to other services or offices that are generally allowed in other districts
Veterinary Hospital								■			
Animal Care – Veterinary Office						○	■	■			
Animal Care – Pet Daycare							○	■			
Animal Care – Animal Hospital								■			
Animal Care – Boarding (non-accessory / non-medical)							○	■			Proposed fix based on previous cases and past interpretations, and pet daycare as an emerging use. Boarding would only be allowed in C-2 or by SUP in C-1; otherwise it is only limited to accessory boarding with a vet or animal hospital for medical observation.
Bed and Breakfast	?	?	?	?	?	■					
Day Care Centers	○	○	○	○	○	■	■	■			A recent interpretation question has come up on this use. It is currently only allowed in C-O by the zoning ordinance, however “air B&Bs” may exist through past interpretations and business licenses. Should each be treated the same under the zoning ordinance, and should they be allowed in residential districts in some capacity? Added to C-1 and C-2 to be more consistent with other general services and/or clear up interpretation conflict. Another interpretation issue is whether day care centers associated with an otherwise allowed institutional use (church or school) should be required to get an SUP in residential districts, or should it be treated as an “accessory use”?
Nursery sales office / greenhouse (wholesale or retail)							○	○	○	○	
Service Stations (non-car wash)							○	○	○	○	
Car wash (w/ or w/o service station)							○	○	○	○	
Skating rinks / commercial recreation							○	○	○	○	
Mortuary / Funeral Home						○	○	○	○	○	
Bar / Night Club							○	○	○	○	

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Uses	R1A	R1B	R-2	R-3	R-4	C-O	C-1	C-2	C-3	MXD	Internal Staff Drafting Notes (delete / refine these for PC review)
Utility storage Buildings (non residential uses)	○	○	○	○	○	○	○	○	○	○	Recommend deleting this and letting either general accessory building standards (R-districts) control; or site plan standards control for commercial – there are no clear criteria for this as an SUP, yet as an SUP it would require a neighborhood meeting, PC public hearing and CC approval.
Drive through or drive-in service – fast food							○	○	○	○	[See notes below]
Uses listed below will not be in the use table as they are listed in the specific CUP section. However they needs coordination with what is being considered in the Permitted and Special Uses, as well as consideration with our recommended changes to the CUP process (elevated site plan review, but not “public hearing”)											
Temporary use of land for commercial or industrial						□	□	□	□	□	Reconsider how this may typically apply; qualified to only be where the use is otherwise allowed by right, so odd interpretation issues may arise. Also note: City does not even allow “industrial” anywhere...
Off-street parking lots and parking structures	□	□	□	□	□	□	□	□	□	□	Need better distinction, but must assume principle use / accessory use distinction... may not be relevant to PV??? Alternatively, this may try to say accessory parking STRUCTURES get CUP, but then inconsistent because it includes surface lots which should not...
Drive up / Drive through / Drive in						□	□	□	□	□	New distinction added to the types of past CUPs that have warranted greater scrutiny (and potential council involvement). The basic distinction would be fast foot drive through that have higher traffic, longer hours and potentially greater impacts, compared to a bank or pharmacy service window.
Drive up service –non-food or beverage						□	□	□	□	□	
Drive through – retail food and beverage							○	○	○	○	
Satellite dish antennas over 1 meter and non-commercial transmitting	□	□	□	□	□	□	□	□	□	□	A bit broad of category, and more typical to be “accessory”; also may need more specific standards to distinguish from SUP-type review/approval
Property maintenance facilities	□	□	□	□	□	□	□	□	□	□	Vague category; difficult to see any specific applicability or rational, worthwhile conditions and review processes; further, how is this different from Utility storage building by SUP in commercial areas above...
Portable carts, booths and stands for retail...	□	□	□	□	□	□	□	□	□	□	Food trucks vs. “temporary use”; also consider the broadening to all outside uses in light of C-O and C-1 blanket prohibition of outside activity...(also note odd that no limitation to only C-O – C-2 in enabling...Probably want to eliminate from residential as other types have done.
Utility boxes larger than 12 s.f., or 2.5 time pad / 32s.f. pad, or 56”h	□	□	□	□	□	□	□	□	□	□	This is the counter of those in accessory uses. Note: no standards go with this and generic standards go with accessory ones. Monitor in association with Wireless and ROW ordinance amendments being prepared by David Waters.
Below will not be included in table; added to aid comparison to CUP and SUP, and identify any necessary reorganization to Chapter 19.34. Accessory Uses											
Home Occupation	A	A	A	A	A	A	A	A	A	A	
Day Care – Family Home	A	A	A								
Temporary real estate offices	A	A	A	A	A	A	A	A	A	A	
Storage limitations beyond 24 hours	A	A	A	A	A	A	A	A	A	A	
Tennis courts	A	A	A	A	A	A	A	A	A	A	
garage sales	A	A	A	A	A						
dumpster / trash bins	A	A	A	A	A	A	A	A	A	A	Recommend deleting 19.34.020.I. It is more of a site design issue than and “accessory use” issue; 19.34.005 can handle the accessory use aspects of this and 19.47.040.B of the draft landscape standards adequately address the site design issue.
Outdoor swimming pools and spas...	A	A	A	A	A	A	A	A	A	A	
Small utility boxes.	A	A	A	A	A	A	A	A	A	A	
Tenant recreation and swimming pools				A	A						
Odd generic laundry list for commercial						A	A	A	A	A	
2-bay or less car wash...(w/ service station)								A	A		
Auto supplies sales (w/ service station)								A	A		
Convenience store (w/ service stations)								A	A		
Short term permit	?	?	?	?	?	?	?	?	?	?	Recommend eliminating this. See note on outdoor sales and services. This concept is very vague in the current ordinance; it has two different conflicting procedures – one to PC and one to CC; staff avoids using this due to these and other problems with this idea. (Special Even permits are handled by other procedures outside of the zoning ordinance.). Further, though it is listed in “Accessory Use” section, the process and approvals it requires is more similar to CUP or SUP reviews.
Satellite dish Antenna (under 1M diameter)	A	A	A	A	A	A	A	A	A	A	
Emergency generator (SF and 2F)	A	A	A	A	A	A	A	A	A	A	
Accessory living quarter	A	A	A	A	A	A	A	A	A	A	Very limiting standards (not detached, family-only, owner-occupancy, etc.); Many communities are addressing this housing policy issue – However, need to address in relation to any comp plan and housing issues...

**Use Procedures and Review Criteria Changes –**

The CUP and SUP approval criteria are exactly the same except for 19.28.030.I on “architectural style” is on SUPs but not on CUPs. This does not match up well with the types of things that are listed as CUPs (more site conditions that actual “uses”); and it does not reflect the different level of scrutiny and discretion for each –

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- *CUP = elevated site plan scrutiny with the ability to limit and condition for CUP (reserving our administrative judgment on things we expect to be OK, but we are not sure until we see a plan in context – what extra conditions are needed to make sure they meet the standards and criteria); vs.*
- *SUP = limited legislative scrutiny for the SUP (reserving our legislative judgement on things we are not certain are OK until we see a plan in context – what special things are they doing to make sure they fit in.)*

Change 19.30.030 (CUP criteria) to the following to emphasize the difference between CUP and SUP

In making its decision, consideration shall be given to any of the following factors that are relevant to the request:

- A. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations;
- B. The proposed conditional use meets any specific standards or limitations for the particular use listed in this ordinance.
- C. The proposed conditional use meets all of the site plan review criteria in 19.32.030.
- D. The proposed conditional use at the specified location is adequately planned, designed, located and limited to not cause any impacts on the character of the area, the public streetscape or adjacent property, different from any other permitted use.
- E. In meeting these criteria the Planning Commission may place additional conditions that it deems appropriate to ensure that the criteria are met based on the particular context, site or plan.

Change 19.30.010; 015; and 020 to not require a public hearing with public testimony for the CUP

**Use Sections (19.06.010, 19.08.005, 19.10.005, 19.12.005, 19.16.005, 19.18.005, 19.20.005, 19.22.010, 19.23.010)**

- Replace all use list in districts with a statement deferring to the table.
- Clean up all definitions – remove all of the definitions for uses not used in the ordinance (many existing and some more due to revised approach); develop concise descriptions of each of the uses in the table.

**SUP Uses (19.28) – Add the following to the list of specifically listed special use permits (19.28.070)**

H. [Change “Assembly Hall” to “Assembly” (to match use table) and add: Where assembly uses are listed as a Special use in certain districts, the application should be reviewed particularly in regard to

1. The intensity of the use in terms of activity and noise;
2. The scale of the building and associated site elements compared to patterns in the area;
3. Potential impacts of the use on adjacent property from anticipated operations and activities; and
4. The benefits of the use to other permitted uses in the district compared with the potential detriment of the use character of the area.

R. Utility or Storage Buildings [consider deleting per above note in table]

U. (add retail) Retail, Office or Service: Where retail, office or service uses are listed as a Special Use in certain districts, the application should be reviewed particularly in regard to:

1. The intensity of the use in terms of activity and noise;
2. The scale of the building and associated site elements compared to patterns in the area;
3. Potential impacts of the use on adjacent property from anticipated operations and activities; and
4. The benefits of the use to other permitted uses in the district compared with the potential detriment of the use character of the area.

V. (add Animal Care) Animal Care: Where animal care uses are listed as a Special Use in certain districts, the application should be reviewed particularly in regard to:

1. The scale of the building and number of animals to be cared for at one time, and whether that number is compatible with other activities in the area and uses on adjacent lots and buildings.
2. The amount of outdoor space for animal activities, the frequency of outdoor use, and the location and design of these spaces proximate to other uses.
3. The likelihood of noise generated from animals, and the hours of operation, and in particular the location of this activity in relation to residential uses and lots.

W. (add Drive Through – Retail food and beverage) Drive-through Retail Food and Beverage: Where drive-through retail food and beverage uses are listed as a Special Use in certain districts, the application should be reviewed particularly in regard to:

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1. The proximity of the service area and circulation areas to residentially zoned property, and whether specific location, siting or screening strategies are needed.
2. The level of traffic and the anticipated hours of peak operation, particularly with regard to potential noise impacts on adjacent property compared to ambient noises and typical noise levels from other uses in the district.
3. The circulation patterns for traffic considering both the access from abutting streets and the internally circulation, with particular regard to vehicle stacking and pedestrian access to and within the site.
4. The impact of any facilities, including drive-through lanes, service windows and ordering stations on public streetscapes and adjacent property, and whether the facilities are located in the most remote location of the site thereby placing a greater emphasis and visual priority on non-vehicular elements of the site and building.
5. Whether the facilities are compatible with other uses in the vicinity considering the type, scale and format of the uses, sites and buildings, and particularly limiting any negative impacts on streetscapes or development patterns that have a pedestrian-oriented or multi-modal character.

**CUP Uses (19.30)**

Change the CUP list in C to the following:

- C. Drive-up services for non-food businesses, may be approved in C-O, C-1, or C-2 by a conditional use permit provided the following criteria are met:
  1. The service area and any circulation or stacking areas is designed and located in a way that minimizes impacts on any adjacent residential uses. This may include locating the service area at a remote part of the site, using enhanced screening and buffering of service areas, limiting the hours of operation and anticipated peak times of the operations, or demonstrating other operational or technical controls that will clearly meet the City's noise ordinance standards.
  2. The access and circulation does not present any disruption to surrounding traffic patterns in the street, any pedestrian access points to the site or along the streetscape beyond ordinary vehicular access.
  3. No food or beverage services is permitted. Drive-through retail food and beverage services require a special use permit according to the procedures and criteria in Section 19.28.



**MAYOR'S ANNOUNCEMENTS**

**Monday, June 17**

**Committee meetings scheduled:**

Coffee with a Cop	06/21/2019	7:00 a.m.
VillageFest Committee	06/27/2019	5:30 p.m.
City Council	07/01/2019	6:00 p.m.
Planning Commission	07/02/2019	7:00 p.m.

=====

The Prairie Village Arts Council is pleased to feature the State of the Seniors Art 2019 during month of July. The artist reception will be held from 6:00 p.m. to 7:00 p.m. on Friday, July 12.

**INFORMATIONAL ITEMS**  
**June 17, 2019**

1. Environment and Recycling Committee Meeting Minutes - April 24, 2019
2. Planning Commission Meeting Minutes - May 7, 2019
3. Mark Your Calendar

## PRAIRIE VILLAGE ENVIRONMENT AND RECYCLING COMMITTEE

24 April 2019/ 5:30 p.m.

### ATTENDEES

Jori Nelson  
Beth Held  
Penny Mahon  
Sarah Bradley  
Fred Grunwald  
SueAnn Heim  
Richard Dalton  
Nathan Kovac  
Magda Born  
Stephanie Alger  
Nancy Robinson (Guest)  
Margaret Thomas (Guest)

### AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of the agenda
- IV. Approval of minutes from February 27<sup>th</sup> meeting
  - a. The minutes were approved following the correction of two typos (misspelling of Penny Mahon's last name and JazzFest)
- V. Public Participation (None)
- VI. VillageFest Planning
  - a. The committee reviewed last year's VillageFest efforts, which included discussion of two recycling games (the fishing recycling game aimed at younger children and the sorting recycling game aimed at older kids and adults) and the pedal power game that was designed to demonstrate the benefits of LED vs incandescent light bulbs. Committee members noted that the fishing game and pedal power had some issues that would need to be resolved in order to make them more user-friendly.
  - b. As a result of the discussion, the committee made the following decisions regarding VillageFest:
    1. Nathan volunteered to ask his wife to lead improvements and oversight of the fishing game.
    2. Pedal power *will not* be a part of this year's VillageFest plan.

- ii. The recycling sorting game will be included in this year's plan for the event.
  - iii. The committee's table at the event will feature handouts and other materials on recycling, tips for reducing food waste, recipes to encourage more plant based meal preparation and composting.
  - iv. The committee also hopes to have an iPad or other technology that will make it possible to stream the Prairie Elementary student videos on recycling education.
  - v. The next meeting of the committee was moved up to June 12 at 5:30 p.m. to allow more time to check-in on progress leading up to the event.
- c. Below is a summary of specific action items and owners for VillageFest:
- i. **Beth** will provide a recycling education flyer.
  - ii. **SueAnn** will explore technology options to display the student recycling videos and compile plant-based recipes that can be used to create a handout for the event.
  - iii. **Fred** and **Richard** will work together to prepare materials for the recycling sorting game.
  - iv. **Penny** will create the composting education materials.
  - v. **Sarah** will create a handout featuring tips for reducing food waste.
  - vi. **Alley** will explore updating the committee banner so that it includes the updated committee name and green color on the globe, if possible.
  - vii. **Magda** will bring a boomerang bag sample to the next committee meeting so the committee can review and decide if it would like to explore offering the reusable bags as a giveaway at the event.

VII. Staff Report

- a. EV Update: The city is waiting for an updated site plan; once received a permit will be issued.
- b. Solar Ordinance Update: Ordinance has been discussed with the planning commission; will come to the committee for comment some time in May.

VIII. Old Business (None)

IX. New Business

- a. Plastic Bag Ban: Jori informed the committee that she would be exploring a plastic bag ban in PV. She'll be reviewing past efforts by the committee and talking with Becky Fast.
- b. Bulky Item Pickup: SueAnn suggested that the committee develop educational resources in advance of the fall pickup to help inform the community of items that can be recycled instead of thrown out.
- c. Penny inquired about updates to the committee website. This prompted a brief discussion about the status of the communications subcommittee. Jori encouraged members of the subcommittee to reconvene to talk about website updates, social media posts, Village Voice articles and other

communication efforts. Sarah volunteered to send an email to committee members regarding a new meeting schedule.

- i. Alley informed the committee that the city's website will be undergoing a refresh pending city budget approval. It could make sense for the committee to hold off on major updates until that refresh process is underway.

**PLANNING COMMISSION MINUTES**  
**May 7, 2019**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 7, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Greg Wolf and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official, Ron Nelson, Council Liaison, and Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

James Breneman moved for the approval of the minutes of the April 2<sup>nd</sup> regular Planning Commission meeting as presented. Greg Wolf seconded the motion, which passed 5-0, with Patrick Lenahan and Nancy Wallerstein in abstention.

**PUBLIC HEARINGS**

No public hearings were scheduled.

**NON-PUBLIC HEARINGS**

**PC2019-108 Site Plan Approval  
Generator Installation  
7801 Delmar Water Tower**

Chris Brewster provided background on the request, stating that the generator would be placed on an existing concrete pad at the site. He added that staff recommended approval since all required specifications had been met. Pete Akers, representing T-Mobile, said that the generator was for emergency use only, and would not be operational otherwise.

Mr. Birkel asked if the fuel tank was double-walled to prevent leaks. Mr. Akers stated he was unsure, but could research if needed.

**Greg Wolf made a motion to approve the site plan as presented. James Breneman seconded the motion.**

Mr. Birkel asked that the motion be amended to require a double-walled tank. Mrs. Wallerstein asked about the noise level of the generator when it is operational. Mr. Breneman stated that the sound output was 65 dB based on the equipment documentation provided in the packet, slightly less than a vacuum cleaner. Mr. Valentino



added that the documentation also noted that the fuel tank is adequately designed to safely contain fuel and avert leaks.

**Mr. Birkel agreed to withdraw his amendment and return to the original motion, which passed unanimously.**

**PC2019-109 Revised Development Plan  
Canopy Design Change  
Tidal Wave Auto Spa  
7930 State Line Road**

Mr. Brewster stated that the final development plan for the site had been approved by the Planning Commission in June, 2018. The new proposal would alter the pay kiosk canopy from two arched canopies to one flat-roof canopy. Mr. Brewster recommended approval, subject to all previous conditions of the preliminary and final development plans.

Petty Hardin, a representative from Tidal Wave Car Wash, stated that the reason for the design change was to keep employees warm during cold weather. An attendant booth with heating and air conditioning will be located under the canopy. The new canopy is made of the same material and is the same color as the previously approved design.

David Wooldridge, 2115 Somerset Drive, indicated that he was out of town during the neighborhood meeting, and asked the Commission for time to speak against the updated proposal. He stated that he lived behind the property, and was asked by neighbors to attend the meeting. He suggested that the new canopy design will introduce additional noise to surrounding homes and asked for a different design to direct noise in another direction.

Mr. Brewster stated that performance standards were already in place to address noise levels at the site, particularly with regard to vacuums and car wash equipment. All of these issues were reviewed by staff and are conditions of the final development plan. Mrs. Wallerstein asked Mr. Hardin if he agreed to the terms laid out in the staff recommendations, to which he said he did.

**Greg Wolf made a motion to approve the revised development plan, subject to the conditions of the preliminary and final development plans. Patrick Lenahan seconded the motion, which passed 6-1, with Jonathan Birkel in opposition.**

**PC2019-110 Site Plan Approval  
Design Changes  
Homestead Country Club  
4100 Homestead Court**

Mr. Brewster stated that the country club originally received a special use permit in 2018, and that two other site plans had been received and approved since that time. The new

plan reconfigures the parking lot over a portion of the existing tennis courts and leaves the center portion in its current configuration. There will no longer be a covered pickleball structure, and all the existing small courts will remain as they are configured now. The most significant change affects the parking area. Approval is recommended, but will require that the conditions of the previous site plan remain in place.

Becky Ludovissie, representing Homestead, stated that the new plans are better for both neighbors and the City, and will require much less construction and cause less disturbance to residents. The revised plan will utilize the existing raised surface for pickleball courts instead of creating more impervious surfaces.

Mrs. Wallerstein asked where the playground equipment would be moved. Ms. Ludovissie stated that the current location will be sodded over, and the playground would move to the southern end of the property, next to the existing childcare facility. She added that there was no objection to the new plans from attendees at the neighborhood meeting. Mrs. Wallerstein noted that some neighbors had requested a berm across the entire south side of the property to address drainage issues, and that it should be added as a condition for approval.

Mrs. Wallerstein asked where the downspouts from the clubhouse went. Tyler Holloman with Frontier Construction said that all downspouts were included in the plan drawings, and that raingardens would be installed as well if the plan was approved. Mr. Brewster stated a drainage study would be conducted by Public Works to ensure that flooding would not be an issue for neighboring homes. Mrs. Robichaud added that the Public Works Director had been in contact with neighbors regarding drainage issues and made them aware that changes to site plan were again coming to the Planning Commission for consideration.

Mrs. Wallerstein requested that the following condition be added for approval: “a berm and landscaping will continue all along the southern border subject to final approval by Public Works.”

**Greg Wolf made a motion to approve the plan with the conditions laid out in the staff report along with the additional condition. James Breneman seconded the motion, which passed unanimously.**

## **OTHER BUSINESS**

### **Planning Commission Interpretation: 9001 Roe Sign Standards**

Mrs. Robichaud stated she was seeking an interpretation of the documents included in the packet regarding the previous sign standards developed for 9001 Roe Avenue. Recently, two signs were installed on the building without permits. When staff reviewed the permit status, it was noted that the new signs did not conform to the multi-tenant sign standards approved for this building by the Planning Commission in 1998. The standards presented by the owner state that sign cabinets need to be a dark, contrasting color to the building, but do not mention the color of the lettering. However, after approval of the standards by the Planning Commission in 1998, both the confirmation letter sent to the

building owner as well as the meeting minutes included a condition stating that the letters must be white.

A notice was sent to the owner indicating that the new signs did not meet the standards, and that there were two options to remedy the issue. The first option was for the owners to remove the signs, apply for permits and replace signs with new ones that met the standards. Alternatively, they could go through the site plan review process to revise the sign standards for the Planning Commission's consideration.

Andy and Susan Cope, building owners, stated that the sign company with whom they had a contract was responsible for applying for permits from the City. Mr. Cope added that the sign standards developed in 1998 were created to remove and replace the initially installed signs, which ended up being difficult to read from the street. He indicated that he worked closely with City staff to determine the size and location of signs, and developed signs standards based on those discussions. Mr. Cope noted that there was never a condition in the standards that required sign letters to be white. Instead, the standards only described the permissible colors of the sign boxes and their locations on the building.

Commission members agreed that the conditions referenced in both the meeting minutes and confirmation letter would need to be considered the final version of the sign standards, as those documents were the only record of the Planning Commission's actions and final decision. As a result, the building owners will need to go through the site plan review process to revise the building's sign standards, and present the new standards to the Commission for approval.

### **Discussion of Proposed Zoning Regulation Changes**

Mr. Brewster stated that landscape standards, sign standards, and renewable energy standards had each been reviewed by the Commission at recent meetings. For this meeting, two additional documents were presented for the first time: revised site plan criteria and a revised approach to use and districts. Mr. Brewster added that the proposal will continue to use both special use permits and conditional use permits. In general, conditional use permits are less rigorous and are for routine items. Special use permits are analogous to re-zoning, and require more consideration by the Planning Commission. A table was included in the packet listing allowed uses for both types of permits.

Mr. Lenahan stated that he had questions and comments on each document, so Commission members agreed to review each of them individually. Mr. Lenahan asked if it was necessary for the Alternative Energy Systems ordinance to require a site plan for all wind turbines. Mr. Brewster stated that small turbines that sit on a roof probably wouldn't need a site plan. Mr. Lenahan asked whether ground-based turbines had size restrictions and would need a site plan or special use permit in a residential neighborhood. Mr. Breneman added that the language did not address turbines that rotate vertically rather than horizontally, which should be considered as well. Mr. Valentino asked if there were any standards regarding flagpoles. Mr. Brewster stated that flagpoles would fall under "accessory structure" regulations. Mr. Birkel asked if there was a decibel level limit for windmills, and Mr. Brewster stated that a limit of 55 dB was referenced in the standards.

Mr. Lenahan said the landscape specifications described in section 19.47.030, A1a, speak to having six feet of landscape area between a sidewalk and curb to place a tree, which seemed like a small amount. Furthermore, section A1b states that only four feet of landscape area are required on streets where no sidewalk exists. Mr. Brewster indicated that the landscape architect preferred eight feet of landscape, but six feet was chosen to allow for more trees to be planted.

Mr. Breneman noted that 19.47.030, A2 says foundation plantings are allowed within 20 feet of a building, which he felt was too great a distance. Mr. Brewster stated the goal was to find a distance that allowed plantings that accent the building, such as ornamental trees, which building owners may not want to be too close to the structure. Shrubbery would be an example of something that would sit closer to the foundation. Mr. Breneman also asked about section A3b, in reference to the size of parking lot perimeters. Mr. Brewster stated that the square footage recommendations for parking lot islands would give more flexibility for parking. He added that parking lots under 80 spaces did not need islands.

In the Sign Standard ordinance, Mr. Lenahan asked what was meant in Section 19.48.080, A, which indicated that natural construction materials must be used for frames. Mr. Brewster stated that the guidelines were written in an effort to get away from back-lit acrylic boxes. Mr. Valentino suggested Section A should be simplified, and Mr. Breneman recommended eliminating the second and third sentences of the paragraph, which was supported by the group. Mr. Breneman added that Section 19.48.100, A, bullets 1 and 3 refer to the area and shape of signs. Mr. Birkel asked if it would be easier to use the word “rectangle” instead of “standard geometrical shapes” to determine area. The group agreed to the change.

Mrs. Robichaud said that the updated regulations would be taken to the City Council for review, which would be followed by a public hearing and final consideration by the Planning Commission and City Council at a later date.

## **NEXT MEETING**

Adam Geffert stated that four applications had been received for the June meeting:

- BZA2019-01 - Variance from front setback requirements and building line modification for carport at 7737 Chadwick Street
- PC2019-107 - Site plan application for retaining wall at 2918 W. 73<sup>rd</sup> Terrace
- PC2019-111 - Site plan review for sign standards at 9001 Roe Avenue
- PC2019-112 - Site plan application for eight-foot fence at 9030 Rosewood Drive

## **ADJOURNMENT**

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 9:45 p.m.

**Council Members  
Mark Your Calendars  
June 17, 2019**

**July 2019**

July 1

July 2

July 4

July 12

July 15

**State of the Seniors Art 2019**

City Council Meeting

Planning Commission Meeting

VillageFest

Artist Reception in the R.G. Endres Gallery

City Council Meeting