

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, July 15, 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 new officers
Chief Schwartzkopf

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 - July 1, 2019
2. Approve an ordinance for the KU Kickoff at Corinth Square as a special event
3. Approve an ordinance for the Prairie Village Jazz Festival as a special event

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2019-35 Consider Resolution 2019-12 and cooperation agreement for Kansas Housing Assistance Program
Jamie Robichaud

COU2019-36 Consider Memorandum of Understanding with the YMCA and the Johnson County Library
Keith Bredehoeft

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

Presentation and discussion of residential property in Prairie Village
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



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JULY 1, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 1, 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: Chad Herring, Jori Nelson, Serena Schermoly, Ron Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Courtney McFadden, Ted Odell and Terrence Gallagher (via phone). 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; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Tucker Poling made a motion to approve the agenda for July 1, 2019. Sheila Myers seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS & SCOUTS

Devon McFadden from Briarwood Elementary was in attendance.

PUBLIC PARTICIPATION

With no one present to address the Council, public participation was closed at 6:03 p.m.

CONSENT AGENDA

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

1. Approval of regular City Council meeting minutes - June 3, 2019
2. Approval of expenditure ordinance #2979
3. Consider approval of revisions to CP001 - City Committees
4. Consider reappointment of City Municipal Judges and Prosecutor
5. Consider reappointment of City Treasurer
6. Consider appointment to the Arts Council
7. Consider approval of utility easement on City Hall property
8. Request permission to publish the 2020 budget
9. Consider interlocal agreement with Overland Park related to the 2019 Crack
10. Seal/Micro Surfacing program



11. Consider approval of proposal for installation of foot lockers in Police Department men's locker room

Mr. Odell asked to remove item #6 for discussion.

A roll call vote was taken for items #1 - #11, excluding item #6. The following votes were cast: "aye": Herring, J. Nelson, Schermoly, R. Nelson, Poling, Myers, Morehead, McFadden, Odell and Gallagher.

Mr. Odell suggested that the appointment to the Arts Council be delayed until after the fall election since the applicant, Bonnie Limbird, was currently running for City Council in Ward 3. Mayor Mikkelson stated that Mrs. Limbird's application was submitted prior to her filing to run for election.

Mr. Odell and Mrs. Morehead both stated they felt that Mrs. Limbird was qualified to fill the vacancy, but that the timing was poor since the election was only four months away.

Mrs. Schermoly made a motion to table the vote until after the Arts Council Chair and Vice-Chair had an opportunity to review other applicants. Mrs. Morehead seconded the motion. The motion failed 7-3, with Mrs. Schermoly, Mrs. Morehead and Mr. Odell voting in favor.

Mr. Poling made a motion to approve item #6 from the consent agenda, approving the Mayor's appointment. The motion was seconded by Ms. Nelson, and passed 8-2, with Mrs. Morehead and Mr. Odell in opposition.

COMMITTEE REPORTS

- Ms. Nelson noted that the Environmental Committee was looking into reducing the use of single-use plastics. She added that the Committee was also researching the use of herbicides and pesticides. Finally, she stated that the Committee voted unanimously to change the City's zoning regulations to recommend allowing solar panels to be installed as high as two feet above the roof of a house, as well as removing restrictions requiring panels to be parallel to the pitch of the roof.
- Mrs. McFadden stated that the 21st annual VillageFest event would take place on Thursday, July 4th. Ms. Nelson added that the Environmental Committee would be participating, providing information about recycling, food waste and composting.
- Mr. Herring shared that the Parks and Recreation Committee would meet on July 10th to discuss the process of handling complaints received at the City pool.
- Mrs. Myers stated that an arboretum map was now available on the City's website. She noted that members of the Tree Board had been inventorying and mapping trees, and that seven Kansas state championship trees were located within Prairie Village.



MAYOR'S REPORT

Mayor Mikkelson reported the following:

- The Mayor recognized the passing of Elizabeth Gallagher, and read a statement provided by Mr. Gallagher.
- The Mayor attended a ribbon-cutting ceremony at the Kessler apartment complex.
- The Mayor, Mrs. Myers and staff members met with representatives from the Johnson County Library and YMCA to continue discussion regarding the construction of a potential community center. A memorandum will be brought before Council authorizing the expenditure of up to \$50,000 on a market feasibility study and community survey.
- The Meadowbrook Park opening took place on June 22nd; the park is already seeing significant use by the public.
- The Mayor, Fire Chief Lopez and staff attended a KCUR fundraiser on June 14th.
- Mr. Jordan and the Mayor met with the local president of the NAACP to speak about diversity and justice issues in the City.
- Electric vehicle charging stations were made available at Meadowbrook Park. Additional charging stations will be operational soon at the Village Shops, and stations will be installed at the Corinth Shops in the future.
- The Kansas Supreme Court ruled in favor of the City of Topeka on the Tobacco 21 ordinance, affirming that cities have the ability to raise the minimum age to purchase tobacco products to 21.
- The State Board of Tax Appeals ruled in favor of Wal-Mart in a case centered around the “dark store theory”. The decision will be appealed.
- The proposed construction of the Corinth Quarter development will be presented to the Planning Commission on July 2nd.
- Wassmer Park is on-track for a fall opening.
- A cybersecurity company, Soft Warfare, recently relocated from Shawnee to Prairie Village. The Mayor credited the move to the investments made by the City along Mission Road, which in turn lead to reinvestment in the Village Office Center property at 73rd and Mission.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that the mental health co-responder began working on July 1st. He also presented an example of a crime prevention sign that will be installed at City parks and potentially commercial areas as well.

Public Works

- Keith Bredehoeft said that the Delmar/Fontana drainage project was underway. He stated that he appreciated neighbors working with Public Works to make the project successful. He added that parts of Somerset Road will be closed for up to



60 days for repair. Lastly, he noted that the new Porter Park bathroom would open later in the week.

Administration

- Mrs. Robichaud shared that she attended the United Community Services of Johnson County (UCS) Human Services Summit that covered access to affordable housing and how it directly affects the health and well-being of the community.
 - The First Suburbs Coalition will host a regional housing summit to discuss the topic of workforce housing on July 19th.
 - Johnson County is partnering with UCS to put together a task force and conduct a housing study for all Johnson County cities. The agency asked each city to partner in the effort. Prairie Village plans to be involved in the process, and Mrs. Robichaud will have more information to share in the future as the process gets started.

- Wes Jordan noted future agenda items that would be presented to the Council:
 - The Community Center MOU is anticipated to be presented at the next meeting.
 - Presentation and discussion about rental inspections.
 - A review of the City-wide traffic study
 - Enterprise leased vehicles for Public Works
 - Determine what date newly-elected officials take office
 - KCP&L will give a presentation about planned investments in the community at the Council meeting on August 5th.
 - The drone ordinance was reviewed by the prosecutor and judges. A final draft will be presented again on August 5th.
 - The Johnson County Parks and Recreation District will attend on August 19th to speak about future phasing at Meadowbrook Park.
 - The final sign at Meadowbrook Park will be installed July 9th.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

Discuss the historical marker at Wassmer Park

Mr. Bredehoeft reported that when Wassmer Park was purchased, the Faith Lutheran Church formerly on the site provided \$20,000 to the City to design and install a historical marker to commemorate the history of the parcel and its transition to park land. Along with the marker, a patio with three benches and garden will be installed.

Mr. Poling moved that the City Council approve the installation of the historical marker as presented. The motion was seconded by Mr. Nelson, and passed unanimously.



COU2019-34 Consider approval of the agreement with New Line Skate Parks FL, Inc., for the preliminary design and public outreach for the Harmon Park

Mr. Bredehoeft reported that Public Works had received eight proposals for the project, three consultants were interviewed, and New Line Skate Parks was selected by the team. Mr. Bredehoeft added that the project would consist of two phases: first, the initial design and public outreach, followed by public meetings and a presentation to Council. After Council direction is received, the public outreach and design work would continue. The project will take about 6 months to complete, and an early 2020 construction bid is expected. Construction is anticipated to be complete in the summer of 2020.

Mr. Odell moved the City Council approve the agreement with New Line Skate Parks as presented. The motion was seconded by Mr. Nelson.

Ms. Nelson asked if a stage, lighting and sound equipment would still need to be rented after the installation of the new concrete pad, and Mr. Bredehoeft stated that it would. Mr. Poling asked if the design of the performance pad would be combined with the skating facility or treated as a separate item. He added that he didn't believe a performance pad had been approved by Council. Mr. Bredehoeft said that the consultant would bring back multiple options, and a decision had not yet been made on whether the performance pad would be included in the project or not.

Ms. Nelson amended the motion to remove the \$100,000 allocated for the performance pad, and instead to spend those dollars to integrate the necessary amenities and details currently present at the facility. The motion was seconded by Mr. Poling.

Mr. Odell stated that this request was merely for the collection of design ideas, and not an authorization to build the performance pad. Mr. Poling asked if the consultant would present options that did not include a new pad, and Mr. Bredehoeft said it would.

The vote on the amended motion failed 10-1, with Ms. Nelson in support.

The vote on the original motion passed 10-1, with Ms. Nelson in opposition.

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

COUNCIL COMMITTEE OF THE WHOLE
Zoning Regulation Changes



Mrs. Robichaud stated that the Planning Commission had been working on the updates for nearly two years, and were now at a point to bring recommendations to Council. She asked that any changes suggested by the Council be made with a motion.

Chris Brewster, City Planning Consultant with Gould Evans, provided a presentation on zoning updates, noting that the bulk of the work focused on addressing items that needed to be “cleaned up”, as well as policy and planning issues and special tasks. The areas covered included landscape standards, sign standards, alternative energy, site plans, conditional use permits and special use permits.

Mr. Herring asked if a section on animal care would be included in the regulations. Mr. Brewster stated that there were inconsistencies in the past regarding how different types of animal-related facilities, such as veterinary clinics and daycare providers, were treated. The new regulations attempt to clarify and simplify the process.

Stating the he was supportive of the Environmental Committee’s suggestions regarding more flexibility for the installation of solar panels to allow them to function more efficiently, **Mr. Poling made a motion to revise the language in Section 19.50.010-C1 in the draft to match what was developed by the Environmental Committee. The motion would change the text to read “systems mounted on pitched roof structures or vertical walls shall not project more than 2 feet off the surface of the roof or wall.” The motion was seconded by Jori Nelson.**

Mrs. Robichaud stated that she had taken the previous recommendations made by Council to the Planning Commission, and particularly focused on the subject of solar panels. She added that the Commission had concerns about how projecting solar panels would affect neighborhoods and adjacent properties, and they felt it was appropriate to ask applicants to go through the site plan review process before a building permit is issued.

After some debate, Mr. Herring called the question. Mr. Odell seconded, and the motion passed 8-2, with Mr. Poling and Mrs. McFadden in opposition.

The motion to make a revision failed by a vote of 6-4, with Mr. Herring, Ms. Nelson, Mr. Nelson and Mr. Poling in favor.

Mr. Poling made a motion to direct staff to request that the Planning Commission make revisions to Section 19.50.010-C1 in the draft to allow a greater height for solar panels to allow angling. Ms. Nelson seconded. The motion failed by a vote of 6-4, with Mr. Herring, Ms. Nelson, Mr. Nelson and Mr. Poling in favor.

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.

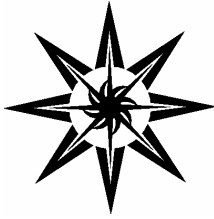
ANNOUNCEMENTS

- The Mayor shared that the State of Seniors Art reception would take place on July 12th.
- Ms. Nelson shared that the “Lights for Liberty Kansas City” event protesting family separation at the border would also take place on July 12th.
- Other 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 8:59 p.m.

Adam Geffert
City Clerk



ADMINISTRATION

City Council Date: July 15, 2019
CONSENT AGENDA

Consider an Ordinance approving the KU Kickoff Event at Corinth Square as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of a Barricaded Public Areas of the Event.

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance approving the KU Kickoff Event at Corinth Square as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Ordinance 2403 approving the KU Kickoff Event at Corinth Square as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

DISCUSSION:

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

The Corinth Square Merchants Association has requested that the City approve an ordinance identifying the KU Kickoff Event at Corinth Square on Friday, August 23, 2019 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2403
Map

PREPARED BY:

Adam Geffert
City Clerk

ORDINANCE NO. 2403

AN ORDINANCE APPROVING THE KU KICKOFF EVENT AT CORINTH SQUARE SHOPPING CENTER AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF BARRICADED PUBLIC AREAS AT SUCH EVENT

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the KU Kickoff Event as a special event to be held at the Corinth Square Shopping Center on August 23, 2019.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded.

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Vendors must be active business occupants in the Corinth Square Shopping Center at the time of the event and have the appropriate licenses from the City of Prairie Village.

Section 6. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded areas on August 23, 2019.

Section 7. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND APPROVED THIS 15th day of July, 2019.

Eric Mikkelson, Mayor

ATTEST:

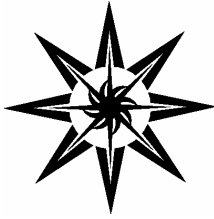
APPROVED AS TO FORM:

Adam Geffert
City Clerk

David Waters
City Attorney

EXHIBIT A





ADMINISTRATION

City Council Date: July 15, 2019
CONSENT AGENDA

Consider an Ordinance approving the Prairie Village Jazz Festival as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of a Barricaded Public Areas of the Event.

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Ordinance No. 2404 approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

DISCUSSION:

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

The JazzFest Committee requests that the City approve the Prairie Village Jazz Festival on Saturday, September 7, 2019 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2404
Map

PREPARED BY:

Adam Geffert
City Clerk

Date: July 9, 2019

ORDINANCE NO. 2404

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE JAZZ FESTIVAL AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF BARRICADED PUBLIC AREAS AT SUCH EVENT

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

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Jazz Festival as a special event to be held at Harmon Park on September 7, 2019.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on September 7, 2019.

Section 6. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 15th DAY OF JULY, 2019.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

David Waters
City Attorney





ADMINISTRATION

Council Committee Meeting Date: July 15, 2019

COU2019-35: Consider Resolution 2019-12 and Cooperation Agreement for Kansas Housing Assistance Program

RECOMMENDATION

Make a motion to approve COU2019-35, a resolution and cooperation agreement to participate in the Kansas Housing Assistance Program.

BACKGROUND

The Kansas Housing Assistance Program began in 1995 and is a statewide program that is sponsored jointly by Sedgwick and Shawnee counties. This program enables low and moderate income home buyers the ability to purchase homes with either reduced interest rates, down payment assistance, or both. This program is the only program of its type in the State of Kansas, and it has relied on the issuance of Single Family Mortgage Bonds to make loans available to homebuyers. The loans are originated by any lender electing to participate, and applicants must meet traditional underwriting standards.

In order for homebuyers in Prairie Village to take advantage of this statewide program, the City of Prairie Village must authorize its participation in the program. The City passed a resolution back in 1995 authorizing participation, and we are now being asked to reverify our continued interest. Since 2015, a total of four loans have been issued to residents in Prairie Village, totaling \$769,738. Data on years prior to 2015 was not available.

In order to renew our interest in the program, the Council must approve the attached resolution and cooperation agreement. Both have been reviewed by our city attorney, who had no concerns with the documents.

ATTACHMENTS

- Resolution for KHAP
- Cooperation Agreement
- Informational Documents

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: July 9, 2019

**SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS
AND
CITY OF PRAIRIE VILLAGE, KANSAS**

COOPERATION AGREEMENT

COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AND THE CITY OF PRAIRIE VILLAGE, KANSAS (THE "COOPERATING JURISDICTION"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desire to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Prairie Village, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, neither the Issuers nor the Cooperating Jurisdiction have engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Act or any other law of the State, which would impair the authority of either to perform this Cooperation Agreement; and

WHEREAS, the adoption of the resolution by the Issuers and the resolution by the Cooperating Jurisdiction authorizing the execution of this Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of said jurisdictions a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which either is a party or by which either is bound; and

WHEREAS, the execution and delivery of this Cooperation Agreement by the Issuers and the Cooperating Jurisdiction have been authorized by resolutions duly adopted by the Governing Bodies of the Issuers and the Cooperating Jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE ISSUERS AND THE COOPERATING JURISDICTION AS FOLLOWS:

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan (the "Program") pursuant to and in accordance with the Act and this Cooperation Agreement, including the issuance by the Issuers, either by themselves or jointly with other issuing jurisdictions, of one or more series of single family mortgage revenue bonds (the "Bonds") and the making of mortgage loans within the corporate limits of the Cooperating Jurisdiction. Execution of this Cooperation Agreement by the Cooperating Jurisdiction imposes no financial obligation or liabilities against the Cooperating Jurisdiction.

Section 2. The Issuers and the Cooperating Jurisdiction hereby collectively declare that all cooperation agreements by and between the Issuers and other cooperating cities and counties of the State and all cooperation agreements by and between the Cooperating Jurisdiction and other cooperating cities and counties of the State in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating cities and counties which enter into such cooperation agreements with the Issuers (or with other issuing jurisdictions which are cooperating with the Issuers) shall be part of the Program.

EXECUTED AND DELIVERED THIS ____ DAY OF _____, _____.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

(Seal)

ATTEST:

City Clerk

SEDGWICK COUNTY, KANSAS

(Seal)

By: _____

Chairman, Board of
County Commissioners

ATTEST:

County Clerk

SHAWNEE COUNTY, KANSAS

(Seal)

By: _____

Chairman, Board of
County Commissioners

ATTEST:

County Clerk

CITY OF PRAIRIE VILLAGE, KANSAS

RESOLUTION NO. 2019-12

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS (THE "COOPERATING JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Prairie Village, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuers (the "Cooperation Agreement").

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Cooperation Agreement in substantially the form attached hereto as **Exhibit A**.

Section 3. All prior actions of the Cooperating Jurisdiction in cooperation with the Issuers, including any prior cooperation agreements entered into between the Cooperating Jurisdiction and the Issuers related to programs to provide decent, safe and sanitary housing for persons of low and moderate income in accordance with the Act, are hereby ratified, affirmed and approved.

Section 4. The Mayor and the City Clerk are hereby authorized to take such other actions, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Cooperating Jurisdiction with respect to the Cooperation Agreement, all as necessary to carry out and give effect to the transactions contemplated by this Resolution.

ADOPTED THIS ____ DAY OF _____, _____.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

(Seal)

ATTEST:

City Clerk



Alley Porter, Assistant City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208-4230

RE: Low and Moderate Income Mortgage Assistance Program

Dear Alley:

Since 1995, Sedgwick County and Shawnee County, acting jointly have sponsored and made available to all cities and counties in Kansas a statewide program allowing low and moderate income home buyers the ability to purchase homes with either reduced interest rates, down payment assistance or both.

The program is the only program of it's type in the state of Kansas and has relied on the issuance of Single Family Mortgage Bonds and/or other means to make loans available to homebuyers. The loans are originated by any lender electing to participate and must meet traditional underwriting standards (FHA, VA, GNMA, etc.).

The City of Prairie Village passed a Resolution on May 15, 1995 authorizing it's participation in the program. A copy of that Resolution is attached.

Sedgwick County's bond counsel (Gilmore & Bell) has asked us to assist in reverifying the City of Prairie Village's continued interest in this important program.

Since the City has previously passed a Resolution allowing participation, we are hereby asking the City to consider one of two options to satisfy bond counsel's request.

Option 1:

The City could simply sign the attached Cooperation Agreement with Sedgwick and Shawnee Counties.

Option 2:

With the passage of time we understand that going to the governing body for guidance may be desired. In anticipation, we have attached a new Resolution which together with the Cooperation Agreement would renew the City's commitment and willingness to participate in this important program.

Copies of the Original Resolution, new Resolution and Cooperation Agreement and Program Summary are attached. We stand ready to answer any questions and look forward to hearing back from you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Roger Edgar', with a stylized flourish at the end.

Roger Edgar
Executive Vice President
Phone: 816-283-5135
Email: edgar@gkbaum.com



A STATEWIDE PROGRAM *for Homebuyers*

Multiple Loan Options | Great Low Rates



PROGRAM BENEFITS *Include:*

- ✓ Up to **5% BORROWER CASH** assistance for down payment and closing costs
- ✓ Unlimited funding of 30-year **FIXED RATE** mortgage loans: FHA, VA, RD and Conventional loans
- ✓ **MULTIPLE** funding options available

PROGRAM QUALIFICATIONS *Include:*

- ✓ Must be a **HOMEBUYER** in the state of Kansas, first-time homebuyers **AND** repeat buyers allowed
- ✓ Meet **CREDIT SCORE** loan requirements
- ✓ **INCOME LIMITS** up to \$112,000 (depending on area)
- ✓ **PURCHASE PRICE LIMIT** \$453,100
- ✓ Home types are **PERMITTED**: single family detached, townhome, condominium or duplex

LEARN MORE: www.kshap.org

CONVENTIONAL LOANS BENEFIT FROM AFFORDABLE SUBSIDIES:

Homebuyers from 50-80% AMI: Extra \$1500
Homebuyers at or below 50% AMI: Extra \$2500
AMI = AREA MEDIAN INCOME

- ✓ **Multiple Conventional Choices**
- ✓ **1.0% - 5.0% DPA and unassisted loans**
- ✓ **Subsidies provide greater assistance to borrowers with the greatest need**

CONTACT ERRIN JACKSON OR SCOTT RIFFLE
AT 800.722.1670 FOR MORE INFORMATION



Eligible Areas - Asterisk (*) indicates County *has not taken action to participate.*

Cities listed below such counties ARE participating.

<p>Allen County Gas Humboldt Iola LaHarpe Moran Savonburg</p> <p>Anderson County Garnett Greeley</p> <p>Atchison County Effingham</p> <p>Barber County Kiowa Medicine Lodge</p> <p>Barton County Claflin Ellinwood Great Bend Hoisington Susank</p> <p>Bourbon County Bronson Ft. Scott Fulton Uniontown</p> <p>Brown County Hiawatha Horton Sabetha</p> <p>Butler County Andover Augusta Benton Cassoday Douglas El Dorado Leon Potwin Rose Hill Towanda Whitewater</p>	<p>Chase County Cottonwood Falls Strong City</p> <p>Chautauqua County* Cedar Vale Sedan</p> <p>Cherokee County* Baxter Springs Columbus Galena Weir</p> <p>Cheyenne County Bird City St. Francis</p> <p>Clark County* Ashland Minneola</p> <p>Clay County Clay Center Morganville Wakefield</p> <p>Cloud County Clyde Concordia Glasco Jamestown Miltonvale</p> <p>Coffey County Burlington Gridley Lebo LeRoy Waverly</p> <p>Cowley County Arkansas City Burden Dexter Udall Winfield</p> <p>Crawford County Arcadia</p>	<p>Crawford County continued Girard Pittsburg</p> <p>Dickinson County* Abilene Carlton Chapman Enterprise Herington Manchester Soloman Woodbine</p> <p>Doniphan County* Elwood Troy</p> <p>Douglas County Baldwin City Eudora Fairway Lawrence Lecompton</p> <p>Edwards County Kinsley</p> <p>Elk County Howard Longton</p> <p>Ellis County Ellis Hays Victoria</p> <p>Ellsworth County Ellsworth Holyrood Kanopolis Wilson</p> <p>Finney County Garden City Holcomb</p>
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Eligible Areas - **Asterisk (*)** indicates County has not taken action to participate.
 Cities listed below such counties **ARE** participating.

<p>Ford County Bucklin Dodge City Ford Spearville</p> <p>Franklin County Ottawa Pomona Wellsville Williamsburg</p> <p>Geary County Grandview Plaza Junction City Milford</p> <p>Gove County* Grainfield</p> <p>Graham County</p> <p>Grant County Ulysses</p> <p>Gray County Cimarron Copeland Ensign Ingalls Montezuma</p> <p>Greenwood County Eureka</p> <p>Hamilton County Syracuse</p> <p>Harper County Anthony Harper</p> <p>Harvey County Burrton Halstead Hesston Newton North Newton Sedgwick Walton</p>	<p>Hodgeman County* Jetmore</p> <p>Jackson County (added 12-08-16) Circleville Holton (added 5-24-16) Hoyt (added 1-26-15) Mayetta</p> <p>Jefferson County Mclouth Meriden Perry Valley Falls Winchester</p> <p>Jewell County Esbon Formoso Jewell Mankato Randall</p> <p>Johnson County DeSoto Edgerton Fairway Gardner Leawood Lenexa Merriam Mission Olathe Overland Park Prairie Village Roeland Park Shawnee Spring Hill Westwood</p> <p>Kearney County Deerfield Lakin</p> <p>Kingman County Cunningham Kingman Norwich</p>	<p>Kiowa County</p> <p>Labette County Altamont Oswego Parsons</p> <p>Lane County Dighton</p> <p>Leavenworth County Basehor Lansing Leavenworth Linwood Tonganoxie</p> <p>Lincoln County Lincoln Center Sylvan Center</p> <p>Linn County LaCygne Mound City Pleasanton Prescott</p> <p>Logan County Oakley</p> <p>Lyon County* Americus Emporia Olpe</p> <p>Marion County Florence Goessel Hillsboro Marion Peabody Tampa</p> <p>Marshall County Marysville</p>
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Eligible Areas - **Asterisk (*)** indicates County has not taken action to participate. Cities listed below such counties **ARE** participating.

<p>Meade County Fowler Meade Plains</p> <p>McPherson County Canton Galva Inman Lindsborg Marquette McPherson Moundridge</p> <p>Miami County Louisburg Osawatomie Paola Spring Hill</p> <p>Mitchell County Beloit Cawker City Glen Elder Tipton</p> <p>Montgomery County Caney Cherryvale Coffeyville Dearing Elk City Independence</p> <p>Morris County Council Grove</p> <p>Morton County Elkhart</p> <p>Nemaha County Bern Centralia Wetmore</p> <p>Neosho County Chanute Erie Thayer</p>	<p>Ness County Utica</p> <p>Norton County</p> <p>Osage County Burlingame Carbondale Lyndon Osage City Overbrook Scranton</p> <p>Osborne County Downs Osborne</p> <p>Ottawa County Bennington Minneapolis Tescott</p> <p>Pawnee County Larned</p> <p>Phillips County* Logan Phillipsburg</p> <p>Pottawatomie County Belvue Olsburg Onaga St. George St. Marys Wamego Westmoreland</p> <p>Pratt County Pratt</p> <p>Rawlins County</p> <p>Reno County Arlington Buhler Haven Hutchinson Nickerson Plevna</p> <p>continued in next column</p>	<p>Reno County Continued Pretty Prairie South Hutchinson Sylvia</p> <p>Republic County* Belleville Munden</p> <p>Rice County Lyons Sterling</p> <p>Riley County Leonardville Manhattan Ogden Randolph Riley</p> <p>Rooks County Plainville Stockton</p> <p>Rush County La Crosse Otis</p> <p>Russell County* Dorrance Luray Russell</p> <p>Saline County Brookville Gypsum New Cambria Salina Smolan</p> <p>Scott County Scott City</p> <p>Sedgwick County Andale Bel Aire Bentley Cheney Clearwater</p> <p>continued on next page</p>
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Eligible Areas - **Asterisk (*)** indicates County has not taken action to participate.
 Cities listed below such counties **ARE** participating.

<p>Sedgwick County Continued Clearwater Colwich Derby Garden Plain Goddard Haysville Kechi Maize Mount Hope Mulvane Park City Sedgwick Valley Center Viola Wichita</p> <p>Seward County Kismet Liberal</p> <p>Shawnee County Auburn Berryton Rossville Silver Lake Topeka Wakarusa (census designated place) Willard</p> <p>Sheridan County Hoxie</p> <p>Sherman County Goodland</p> <p>Smith County Smith Center</p> <p>Stafford County* Hudson St. John Stafford</p> <p>Stanton County Johnson City</p> <p>Stevens County Hugoton Moscow</p>	<p>Sumner County Argonia Belle Plain Caldwell Conway Springs Oxford South Haven Wellington</p> <p>Thomas Co.</p> <p>Trego County Wakeeney</p> <p>Wabaunsee County Alma Alta Vista Eskridge Harveyville Maple Hill McFarland Paxico</p> <p>Wallace County* Sharon Springs</p> <p>Washington County Linn Washington</p> <p>Wilson County* Buffalo Coyville Fredonia Neodesha</p> <p>Wichita Co.</p> <p>Woodson County Yates Center</p> <p>Wyandotte County Bonner Springs Edwardsville Kansas City</p>	
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Kansas Statewide Housing Assistance Program

HISTORY:

Program enacted between 1992 and 1994 by Sedgwick and Shawnee Counties in Kansas, jointly.

PURPOSE:

Provide subsidized mortgage loans to low and moderate income homebuyers on a statewide basis in Kansas.

Why a “locally sponsored” program on a statewide basis?

- Kansas statutes did not allow for the issuance of single-family mortgage bonds by a state agency.

How do homebuyers from other Cities and Counties participate?

- For a home purchase to be eligible the City or County where the home is located must pass a Resolution authorizing a Cooperation Agreement with Sedgwick and Shawnee Counties to make the program available to homebuyers in that City (for unincorporated areas the County must enter into the agreement).

Why is the City/County being asked to reaffirm it’s participation?

- The City is being asked to reaffirm on the advice of the program’s bond counsel, Gilmore & Bell.
- The firm previously responsible for maintaining records for the program has closed its doors and some of those records cannot be located. A review of the files of bond counsel and our firm showed that most but not all of the documents had been backed up by other participants.
- We have decided the best way to make sure the program is completely documented is to ask any jurisdiction where a document was missing to reaffirm it’s participation by considering new documentation.

Are there any costs or responsibilities for cooperating Cities and Counties?

- No.....there are no costs, administrative duties or obligations for a participating City or County.
- Entering into a cooperation agreement merely allows homebuyers in that City or County access to the program.

What are the program benefits?

- The program provides down payment assistance, low interest rate loans or a combination of both.

Are there income limits for participation?

- Yes.....income and purchase price limits are federally established.

For most of Kansas the income limit is \$84,065 at the time of purchase. Income can rise after purchase and it is not a problem.

- Homebuyers with less than \$64,000 annual income are also eligible for grants of either \$1,500 or \$2,500 depending on income.

Are there purchase price limits?

- The maximum purchase price for all areas in the program is \$453,000.

What types of mortgages are eligible?

- FHA, VA, FHLMC, USDA and Conventional.....however homebuyers must meet credit requirements for any mortgage.

What lenders are eligible?

- Any lender may participate.

How is the Program advertised?

- Lenders present the program to mortgage applicants.
- The program has a website www.kshap.org

CITY OF PRAIRIE VILLAGE, KANSAS
RESOLUTION NO. 95-10

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS (THE "COOPERATION JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS (THE "ISSUER"), AUTHORIZING THE ISSUER TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW IN CONNECTION WITH THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS.

WHEREAS, the Governing Body of the Issuer, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of City of Prairie Village, Kansas (the "Cooperating Jurisdiction"), in cooperation with the Issuer, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any other law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS,

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuer in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuer (the Cooperation Agreement).

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Cooperation Agreement in substantially the form attached hereto as **Exhibit A**.

Section 3. The Mayor and the City Clerk are hereby authorized to take such other actions, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Cooperating Jurisdiction with respect to the Cooperation Agreement, all as necessary to carry out and give effect to the transactions contemplated by this Resolution.

ADOPTED THIS 15th DAY OF May, 1995.

CITY OF PRAIRIE VILLAGE, KANSAS

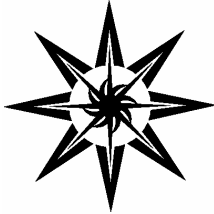
BY

Norman Valeriano
Mayor

5/23/95

ATTEST:

George Regan Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: July 15, 2019

CONSIDER MEMORANDUM OF UNDERSTANDING WITH THE YMCA AND THE JOHNSON COUNTY LIBRARY.

RECOMMENDATION

Move to approve the Memorandum of Understanding with the YMCA and the Johnson County Library to fund a Market Sustainability Study related to the possibility of building a new YMCA/Community Recreation and Wellness Center and a new Johnson County Library.

BACKGROUND

Currently the YMCA and the Johnson County Library have facilities in Prairie Village. Both have immediate infrastructure needs that could be solved by combining efforts with the City of Prairie Village to reconstruct new facilities in the proximity of Harmon Park. This possibility could ensure these facilities remain in Prairie Village and also allow for significantly improved services for the residents of Prairie Village.

The MOU between the three parties will require that a consultant be hired to perform the Market Sustainability Study. The study will survey residents within Prairie Village and surrounding cities within the service areas of the YMCA and the Library. The Market Sustainability Study is the first step and if all three parties determine the data obtained from the survey is positive only then will there be additional agreements for the Community Engagement Evaluation and the Project Site Design Study.

The MOU states a maximum of \$50,000 for this community survey and the City of Prairie Village will contribute up to \$20,000 for this effort.

FUNDING SOURCE

\$20,000 from Parks Unallocated will be transferred to the new Project BG520002-Community Center- YMCA- Library.

ATTACHMENTS

Memorandum of Understanding with the YMCA and the Johnson County Library

PREPARED BY

Keith Bredehoeft, Public Works Director

July 10, 2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this ____ day of _____, 2019, by and between the **City of Prairie Village, Kansas** with its principal office located at 7700 Mission Road, Prairie Village, Kansas 66208 ("the City"), the **Board of Directors of the Johnson County Library, Johnson County, Kansas**, with administrative offices located at 9875 W. 87th St., Overland Park, Kansas 66212 ("JCL"), and the **YMCA of Greater Kansas City, a Missouri not-for-profit corporation** ("the YMCA"). The City, JCL, and the YMCA are occasionally referred to in this MOU individually as "Party" and collectively as "Parties."

RECITALS

A. The City is a Kansas municipal corporation and is authorized to enter this MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution.

B. JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter this MOU by the powers vested in it by K.S.A. 12-1223 *et seq.* JCL presently operates the Corinth Library at 8100 Mission Road in the City.

C. The YMCA is a charitable organization exempt from federal taxation pursuant to section 501(c)(3) of Title 26 of the United States Code. The YMCA owns property on which the Paul Henson Family YMCA is operated at 4200 W. 79th Street, Prairie Village, Kansas.

D. JCL, the City, and the YMCA desire to study the possibility of constructing a community recreation and wellness center ("Center") and a new Johnson County Library branch facility ("Branch") (collectively Center and Branch are "Project") on land that is in closer proximity to the City's Harmon Park, swimming pools, and tennis courts, including a study of the market sustainability of undertaking such a Project, taking into account the needs of JCL, the YMCA, and the City.

F. The parties accordingly desire to enter into this MOU to set forth the terms pursuant to which they will collaborate in studying the market feasibility of constructing the Project, including a new Branch operated by JCL and Center operated by YMCA.

AGREEMENTS

NOW, THEREFORE, for the mutual promises and covenants contained herein, the Parties incorporate by reference the Recitals set forth above in this MOU and agree as follows:

1. PROJECT STUDY.

A. The Parties agree to collaborate on a plan to study the possibility of constructing the Project on City land that is in close proximity to the City's Harmon Park, swimming pools, and tennis courts ("Project Study"), taking into account the plans of JCL, City, and YMCA.

B. The area designated for the Project Study ("Project Study Area") is shown as indicated on the attached diagram attached hereto and incorporated herein by reference as Exhibit A.

C. The Project Study may consist of three phases: (I) Market Sustainability Study; (II) Community Engagement Evaluation; and (III) Project Site Design Study. This MOU provides for the Parties to participate in a Market Sustainability Study as part of the Project Study.

2. MARKET SUSTAINABILITY STUDY.

A. The Parties will procure third-party consultants or professionals to provide and conduct a market sustainability study of the Project to begin not later than September 30, 2019 ("Market Sustainability Study"). City, JCL, and YMCA will cooperate to select consultants or professionals to conduct the Market Sustainability Study.

B. The Market Sustainability Study's purpose is to provide a thorough analysis of the current level of services and amenities in the area similar to those that would exist at the Project; identify existing gaps in services and recommend methods where the Project can fill those gaps; propose what the Project may provide patrons in terms of services and function; explore how City, JCL, and YMCA could mutually benefit from locating the Project in the Project Study Area; describe how the Center could be operated in an economically viable manner; and seek feedback from participants as to which services and amenities they would use and to what extent they would be willing to pay for such services and amenities.

C. The Parties estimate the cost to procure the Market Sustainability Study will be not more than \$50,000. The Parties commit to share in the costs of this Market Sustainability Study in amounts not more than the following (or in equivalent portions if the total cost is less than \$50,000):

1. JCL – \$20,000.00;
2. City - \$20,000.00; and
3. YMCA - \$10,000.00.

D. City, JCL, and YMCA will collaborate on messaging and communications during the Project Study and the Market Sustainability Study. The Parties' messaging and communications with the Public will be cohesive and coordinated by the City.

E. Upon completion of the Market Sustainability Study, the City, JCL, and YMCA will consider the results of the Market Sustainability Study. Each Party, at that Party's sole discretion, will determine the feasibility of that Party participating in the Project or further studying the Project in future phases of the Project Study as described in Section 1.C.

3. SCHEDULE. City, JCL, and YMCA agree to diligently pursue the Market Sustainability Study. In the event the Parties intend, based upon each Party's sole, respective discretion, to proceed with future Phases II and III of the Project Study for Community

Engagement Evaluation and Project Site Design Study, then the Parties will consider additional memoranda of understanding to initiate those phases of the Project Study.

4. APPROVAL OF THIS MOU. Each Party represents and warrants that this MOU has been properly authorized and approved to be effective.

5. NO LIMITATION OF POWER.

A. Nothing in this MOU shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict or limit the police powers of the City granted by the Constitution of the state of Kansas and the United States, statutes, or by general law.

B. Nothing in this MOU shall be construed as a limitation on the powers, rights, authority, duty and responsibility conferred upon and vested in JCL, the City, or the YMCA by the laws and Constitution of the state of Kansas and the United States.

6. COOPERATION. The Parties agree to exercise good faith and cooperate with each other to conduct the studies contemplated herein.

7. NOTICES. Any notice, request, approval, demand, instruction, or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the parties as follows:

To JCL: Sean Casserley, County Librarian
Johnson County Central Library
9875 W. 87th St.
Overland Park, KS 66212
Phone: 913-826-4600
Fax: 913-826-4730
Email: CasserleyS@jocolibrary.org

With a Copy to: Fred J. Logan, Jr.
Logan, Logan & Watson, L.C.
8340 Mission Rd., Suite 106
Prairie Village, KS 66206
Phone: 913-381-1121
Fax: 913-381-6546
Email: flogan@loganlaw.com

To CITY: Wes Jordan, City Administrator
7700 Mission Road
Prairie Village, KS 66208
Phone: (913) 385-4621

Fax: (913) _____
E-mail: wjordan@pvkansas.com

With a Copy to:

To YMCA: Mark Hulet
YMCA of Greater Kansas City
3100 Broadway, Suite 1020
Kansas City, Missouri 64111
Phone: 816.360.3318
Email: MarkHulet@KansasCityYMCA.org

With a Copy to: Amanda Yoder
Lathrop Gage LLP
2345 Grand Blvd, Suite 2200
Kansas City, Missouri 64108
Phone: 816.460.5810
Email: ayoder@lathropgage.com

8. GENERAL MATTERS.

A. This MOU shall be governed by and construed under the laws of the state of Kansas.

B. No party shall assign this MOU without the written consent of all Parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this MOU. This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This MOU may be modified or amended only upon written instrument executed by the Parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the City shall be personally liable to JCL, or any successor in interest to JCL, pursuant to the provisions of this MOU or for any default or breach of the MOU by the City.

E. No member of the Board of Directors, official or employee of JCL shall be personally liable or obligated to perform the obligations of JCL, pursuant to the provisions of this MOU or for any default or breach of the MOU by JCL.

F. The signatories to this MOU covenant and represent that each is fully authorized to enter and to execute this MOU on behalf of the named party.

G. It is agreed that nothing in this MOU is intended to, nor does it create or establish a joint venture between the Parties, or as constituting any agency relationship.

H. Nothing contained in this MOU shall be construed to confer upon any other party the rights of a third-party beneficiary.

The parties have executed this MOU on the date first written above.

[Remainder of page intentionally left blank; Signature Pages and Exhibit A follow]

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest:

City Clerk

Approved As To Form:

**BOARD OF DIRECTORS OF JOHNSON
COUNTY LIBRARY**

By: _____
Bethany Griffith
Chair

Attest:

Amy Amos Ruo
Secretary

Approved as to Form:

Fred J. Logan, Jr., Board Attorney

YMCA OF GREATER KANSAS CITY

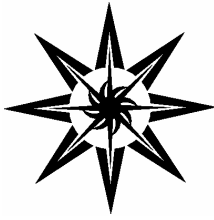
By: _____

Name: _____

Title: _____

EXHIBIT A
PROJECT STUDY AREA DIAGRAM





PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: July 15, 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

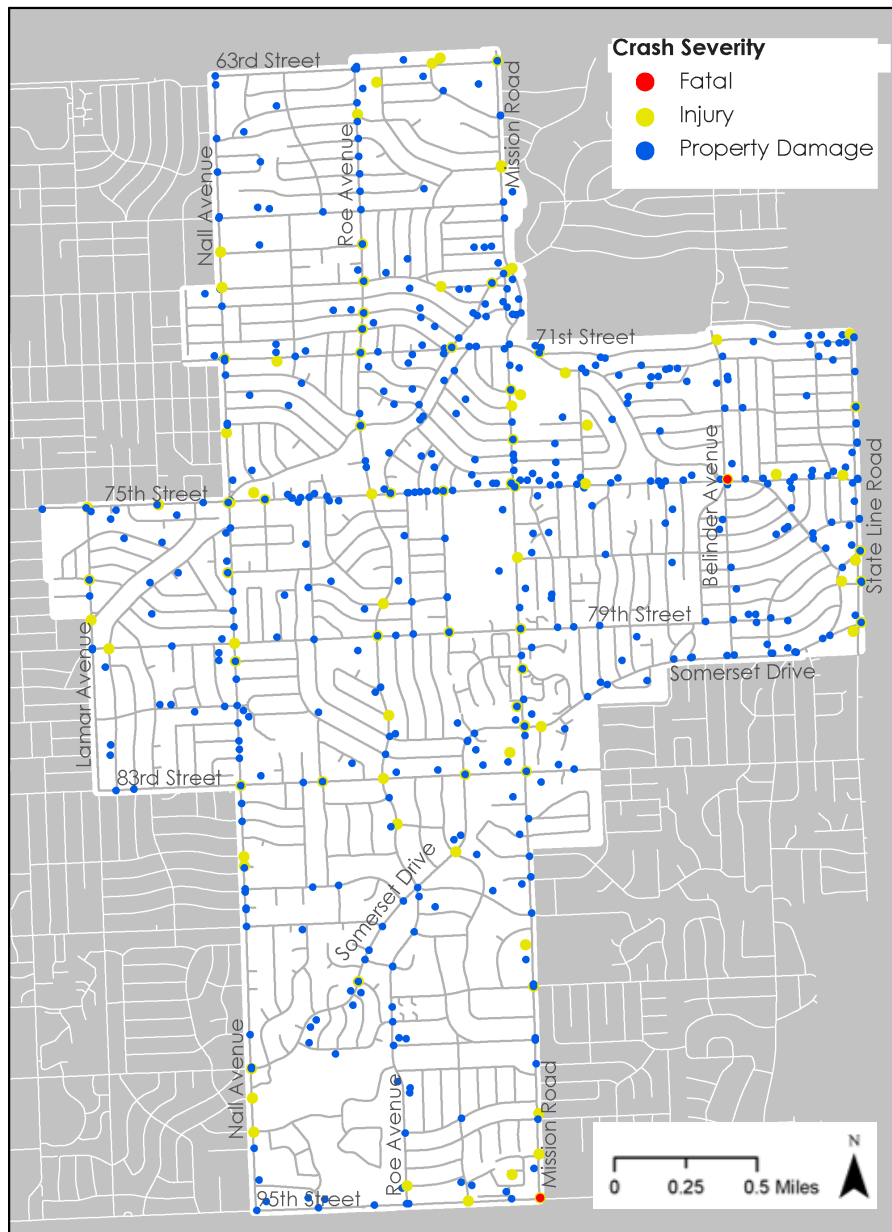


Introduction

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	

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

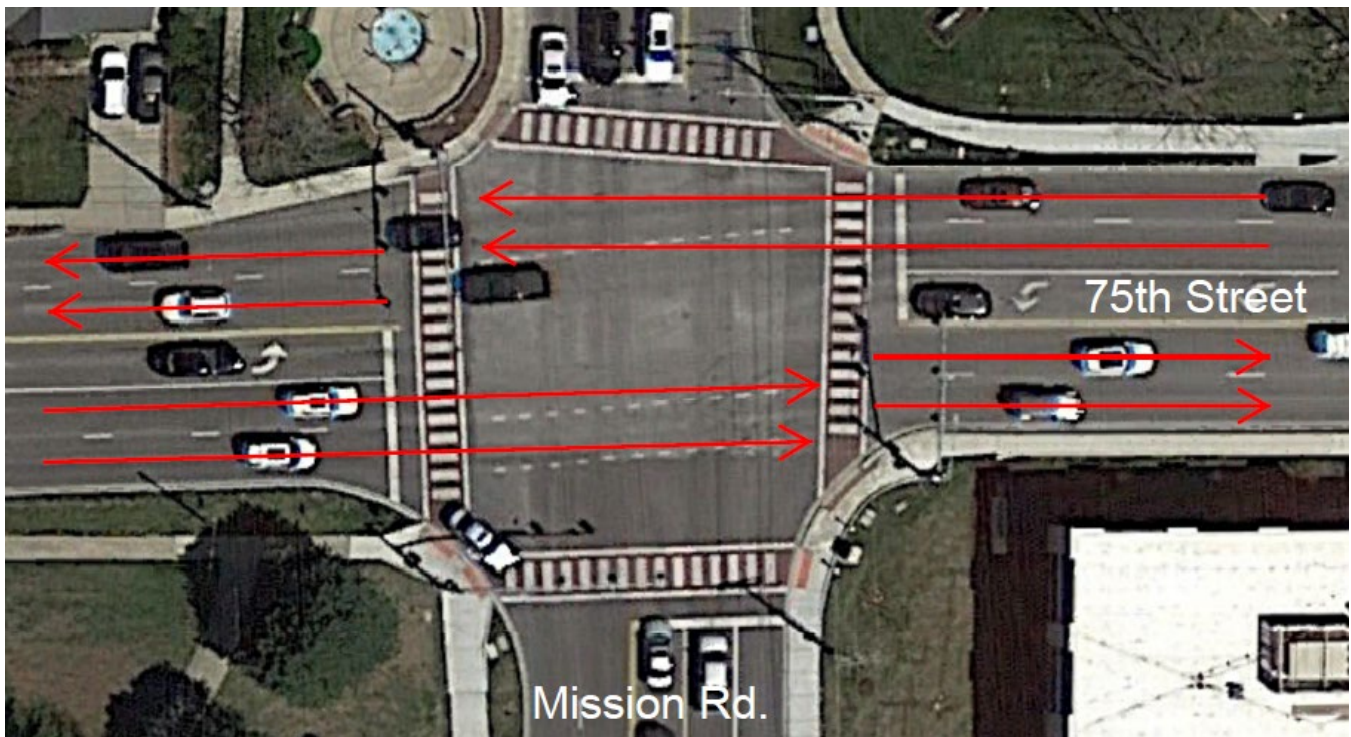
The signalized 75th Street and Mission Road intersection had the highest frequency of crashes and highest crash rate during the analysis period. There are several factors that may explain these high values. First the intersection has some of the highest volumes of traffic in the City. Second, there were 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

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.

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

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



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

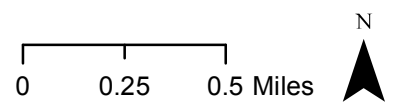
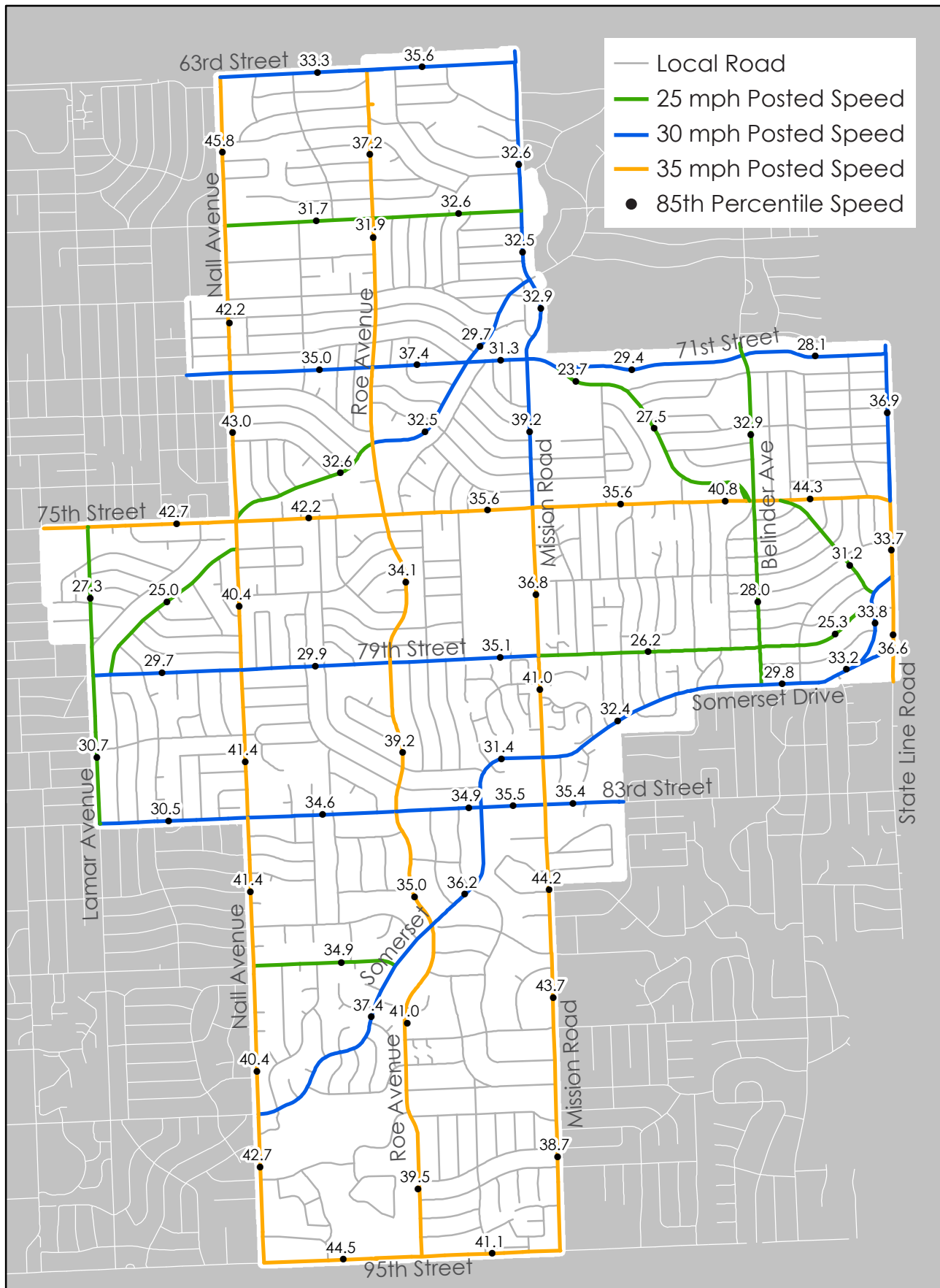
When establishing speed limits, it is important to recognize several factors about driver behavior and the relationship between speed and safety. First, the majority of drivers drive properly most of the time. Further, most drivers select what they believe to be the safe and proper speed based on the 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.

APPENDIX

Vehicle Speed





Citywide Traffic Safety Study Task 3 - Traffic Signals

City of Prairie Village | May 2019

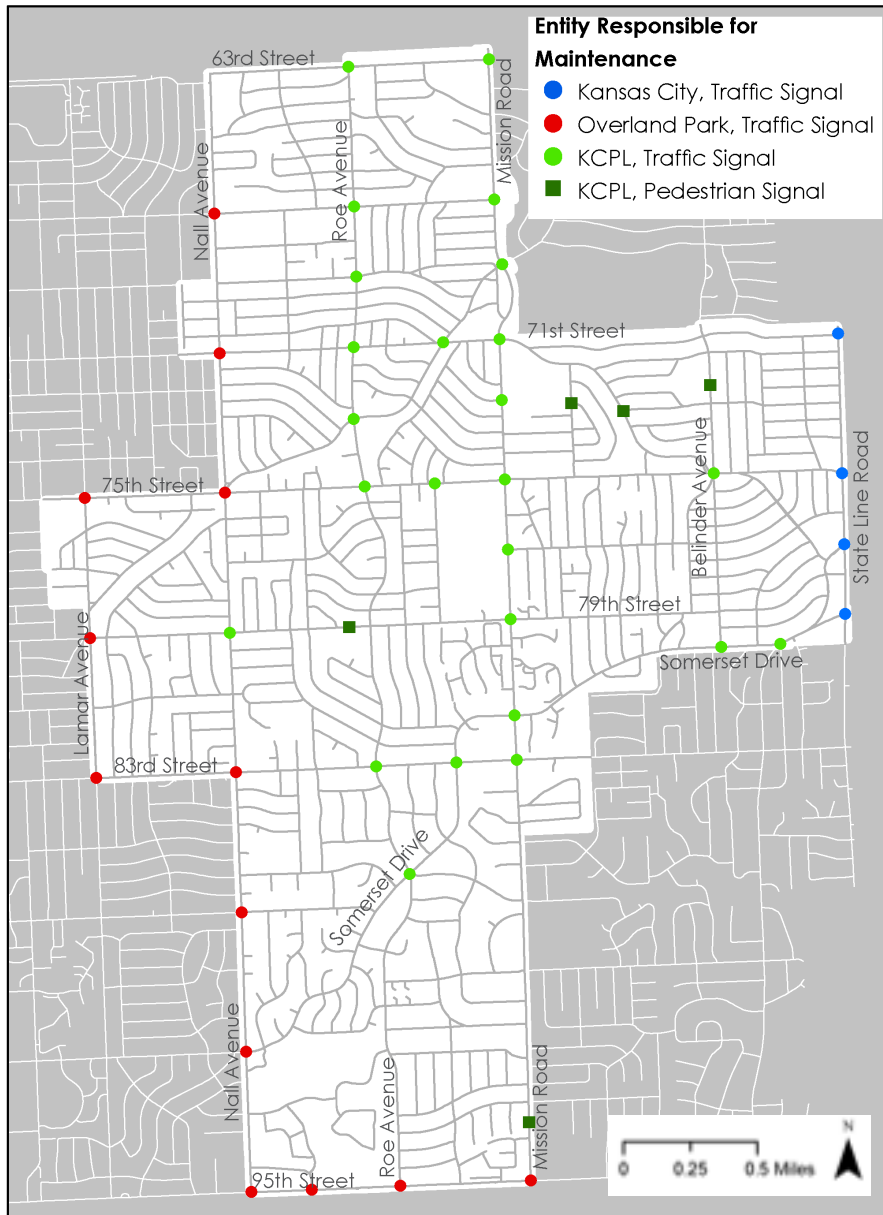


Introduction

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.

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

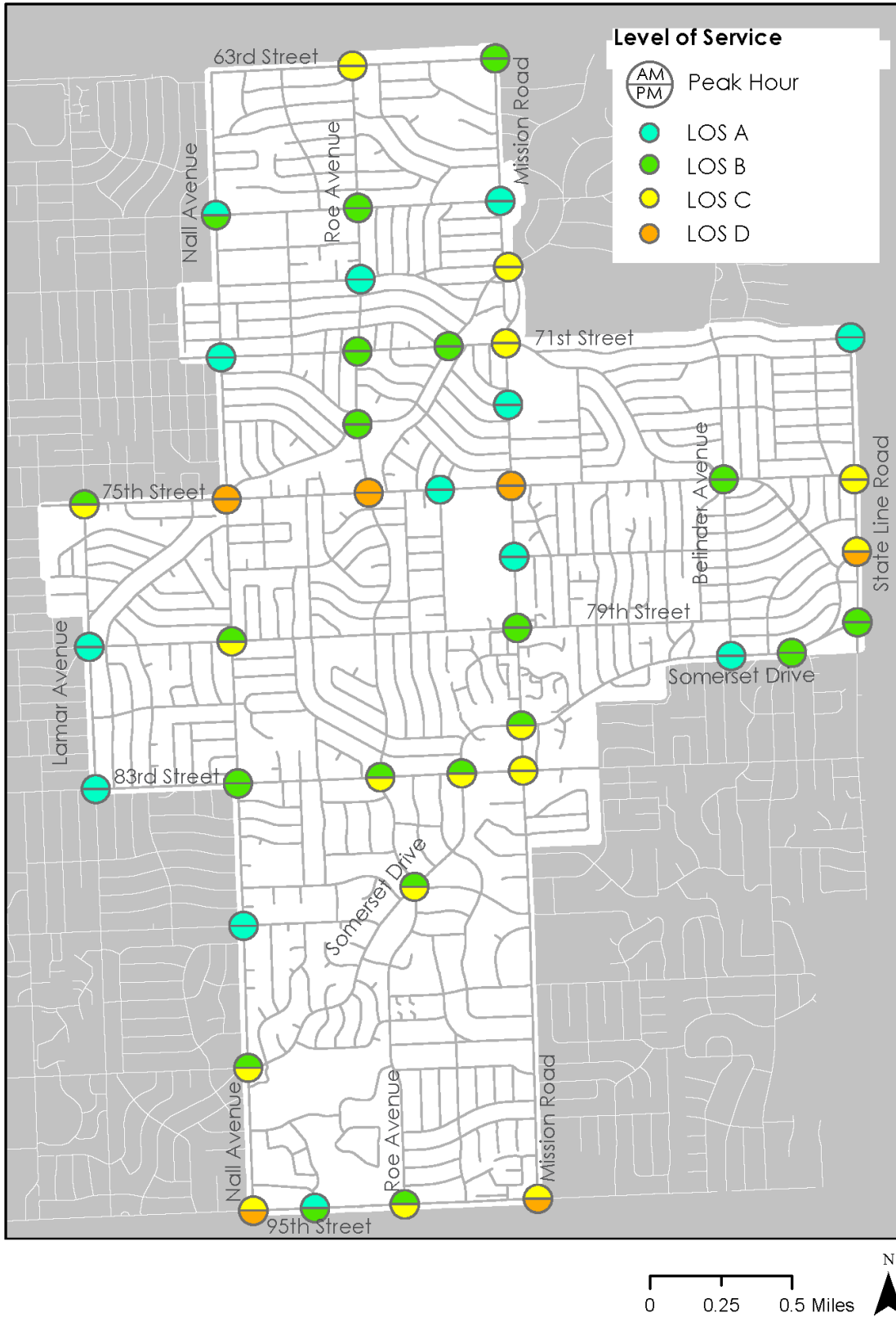
Delay at each signalized intersection was calculated using Highway Capacity Manual methods and the Synchro analysis program. Synchro input data included the peak hour traffic volumes, lane configurations, and signal timings that were collected. The outputs from the Synchro analysis are included in the 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 ¹	Delay ²	LOS ¹	Delay ²
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	D	42.2	D	47.0
18	75th Street and Delmar Street	A	8.3	A	3.5
19	75th Street and Roe Avenue	D	36.4	D	38.8
20	75th Street and Nall Avenue	D	42.1	D	43.2
21	75th Street and Lamar Avenue	B	18.7	C	23.3
22	Cambridge Street and State Line Road	C	23.0	D	44.4
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	D	40.0
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	D	40.0

1 – LOS – Level of service

2 – Delay in seconds per vehicle



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

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.

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.

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.

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.

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



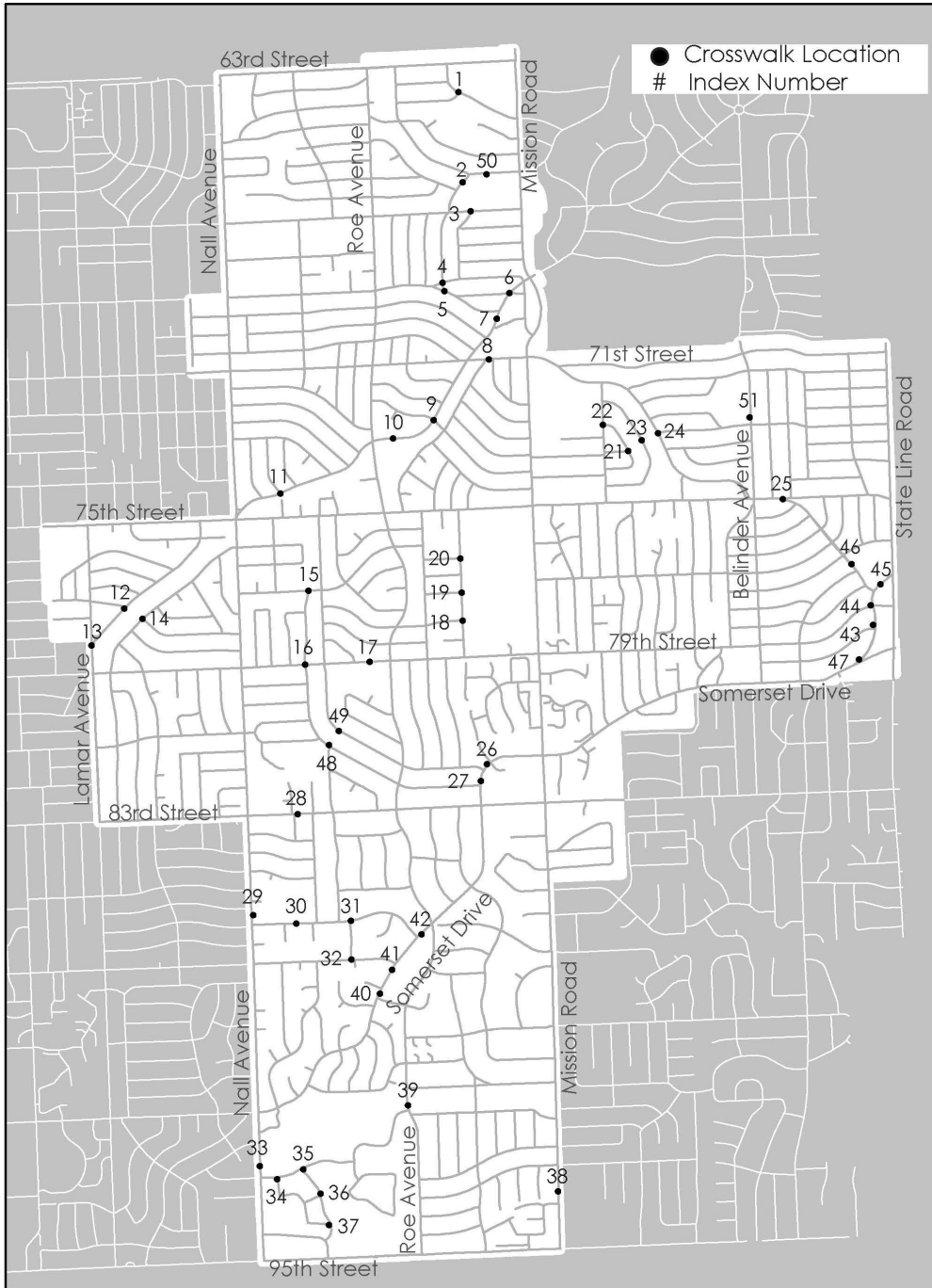
Citywide Traffic Safety Study Task 4 - Crosswalks

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

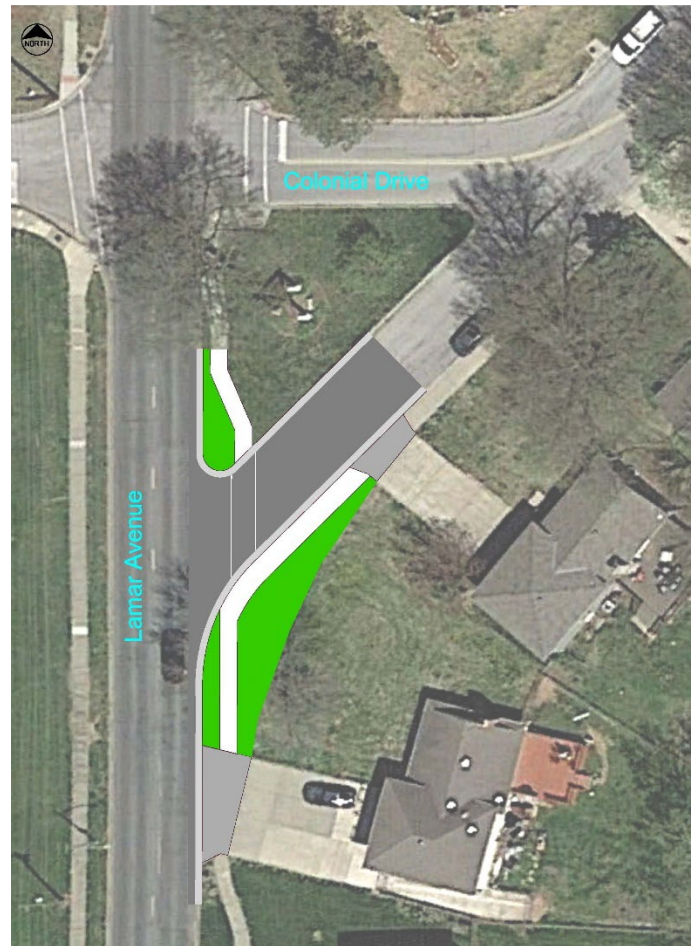
There is a traffic signal with a mast arm at this school crosswalk. Windsor Street is a relatively low volume street, therefore the traffic signal may be more protection than is necessary at this crosswalk. Other devices such as a Pedestrian Hybrid Beacon (HAWK) or Rectangular Rapid Flashing Beacon (RRFB) 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.

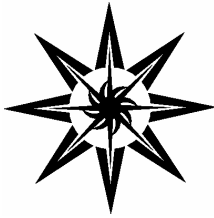
APPENDIX

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: July 15, 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.

Initials: EFM _____ Customer _____

(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

Initials: EFM _____ Customer _____

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

Initials: EFM _____ Customer _____

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.

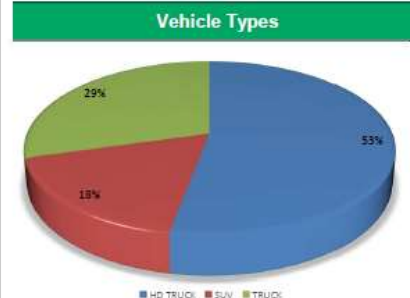
Ken Olsen | 913-384-7257 | Kenneth.P.Olsen@efleets.com



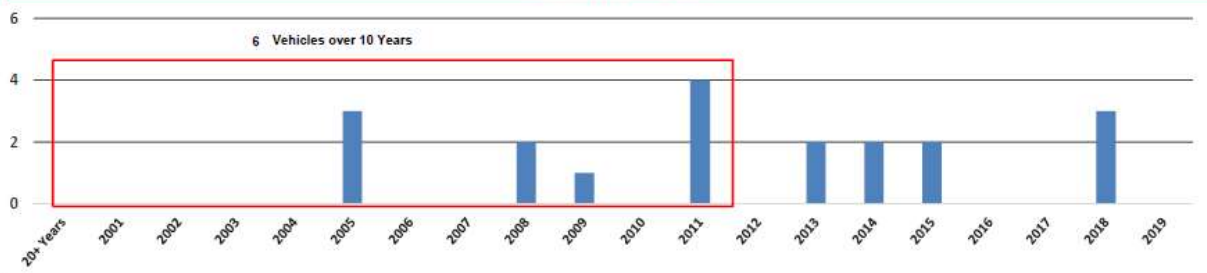
SUPPORTING EVIDENCE | CITY OF PRAIRIE VILLAGE

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	
Totals/Averages	19	7.6	5,300	6	7	6	0	



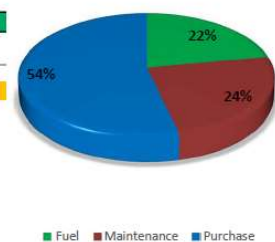
Model Year Analysis



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

Fleet Mix							Fleet Cost				Annual
Fiscal Year	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
							9 Year Savings	\$75,527	Avg. Sustainable Savings	\$11,587	



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
Estimated Current Fleet Equity**			\$184,200

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

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

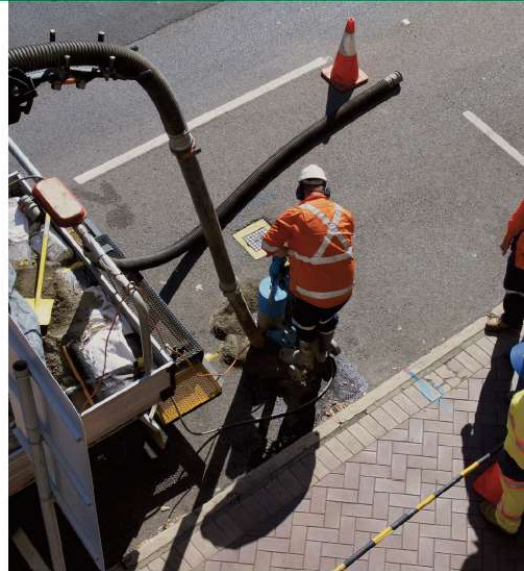
The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

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 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

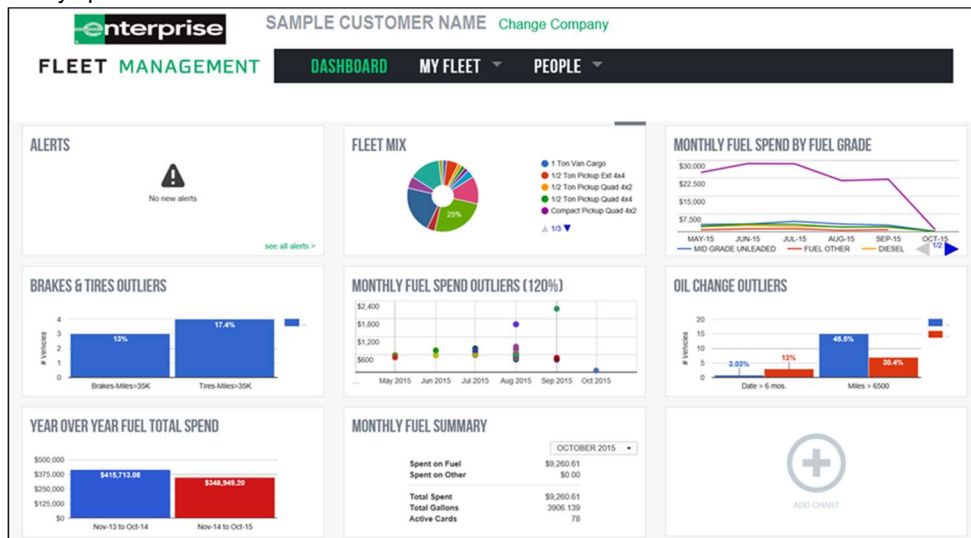
Enterprise Fleet Management has the ability to offer a total fleet solution should the county need further evaluation of the fleet. These can include:

- 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: July 15, 2019

Presentation and Discussion of Residential Rental Property in Prairie Village

BACKGROUND

At the May 20, 2019 council meeting, the City Council directed staff to research the feasibility of conducting interior inspections on rental properties as part of the rental licensing requirements.

The City currently requires all rental properties in the City to be licensed annually. All single-family rental properties also must pass an exterior inspection and be in compliance with the City's property maintenance code. No interior inspections are currently conducted unless specifically requested by a tenant.

817 rental inspections were completed in 2018, and 12% of those inspections resulted in code violations being found. There were a total of 1,401 code violations throughout the City in 2018, and 10% of those occurred on licensed single-family rental properties. Currently, 9% of all single-family residential properties in Prairie Village are rental properties.

The City is limited in its ability to conduct interior inspections on rental properties due to a law that was passed in 2016 by the State of Kansas, which says that a City cannot require periodic interior inspections on privately-owned residential property unless the lawful occupant has consented to such interior inspections.

The City has several of options to address interior inspections in Prairie Village:

- 1) Continue our current process of conducting interior inspections only at the request of a tenant
- 2) Create an interior inspection program that would require permission from each tenant at a rental property in order to complete the inspection
- 3) Create an interior inspection program that would require inspecting properties prior to and in between occupancies
- 4) Maintain our current inspection process, but improve education and resources for tenants and landlords.

In evaluating the options above, staff believes the best option is Option 4. Options 2 and 3 would be very difficult to enforce and would also create the need for additional staffing and resources that aren't currently budgeted. However, we believe that we can make some improvements to our current process that would achieve the same outcomes as Options 2 and 3 but would be less controversial and much easier to enforce. In order to achieve Option 4, we recommend the following process improvements:

- 1) Provide a brochure to landlords about property maintenance requirements when they apply for their rental license
- 2) Create a checklist for the code enforcement officers for both exterior and interior inspection items, and provide a blank copy of each checklist to landlords at the time of rental license application/renewal.
- 3) Create a formal request form for tenants to request an interior inspection and make available on the City's website
- 4) Mail notice to all rental properties on file once per year informing them of their tenant rights and a right to an inspection by the City
- 5) Provide more information on the City's website regarding tenant rights and property maintenance expectations
- 6) Consider increasing the base rental license fee and late fee, charging a re-inspection fee for code violations that are found at the first exterior inspection, and clarifying the fine for not getting a rental license (which currently has conflicting information in the municipal code).

RECOMMENDATION

Direct staff to move forward with Option 4 outlined above, which would maintain our current inspection process with improvements that would provide better education and resources for tenants and landlords.

ATTACHMENTS

- Presentation
- City Code regarding residential rental properties

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: July 11, 2019

RENTAL PROPERTIES & INSPECTIONS IN PRAIRIE VILLAGE

July 15, 2019



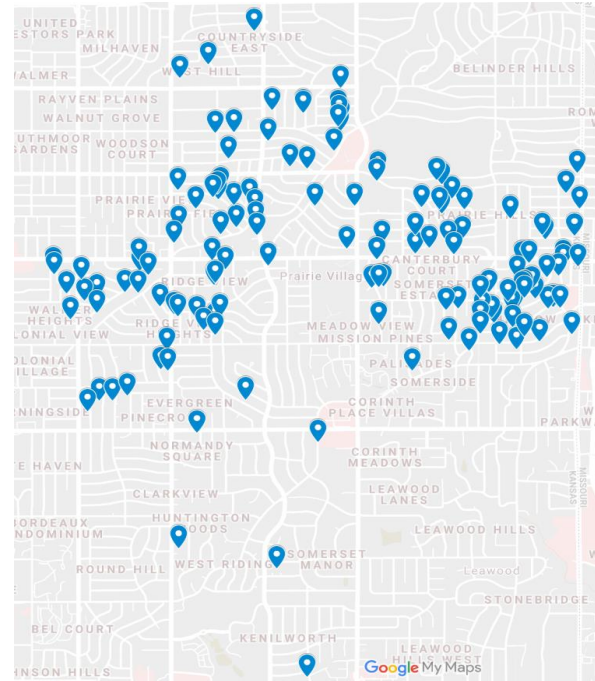
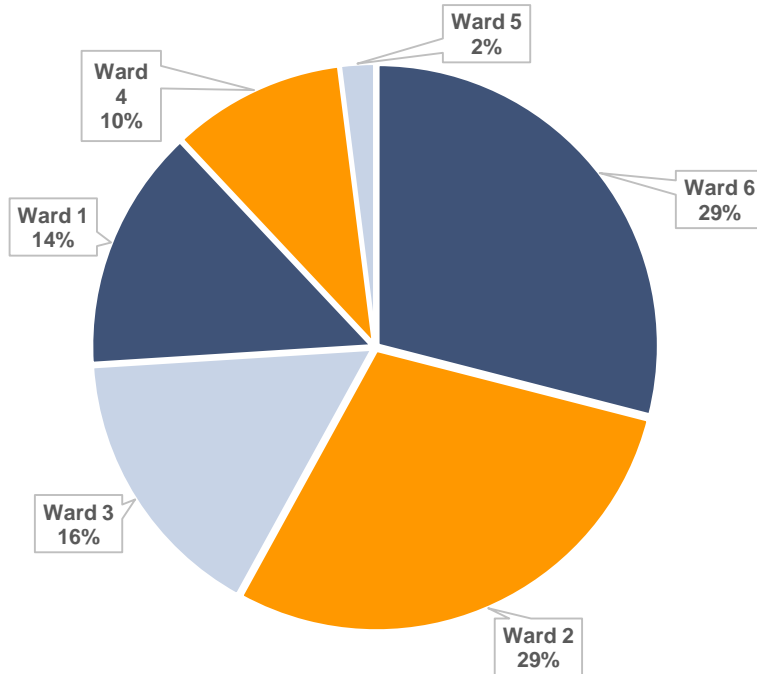
RENTAL PROPERTIES IN PRAIRIE VILLAGE BY THE NUMBERS

	2010	2015	2016	2017	2019
Total Housing Units*	10,589	10,247	10,205	10,298	-
% of Total Housing Units that are Rentals (Single-Family and Multi-Family)*	19%	21%	21%	21%	-
Total Single-Family Homes*	9,119	8,815	8,757	8,888	8,945
% of Single-Family Homes that are Licensed Rentals	8%	9%	9%	9%	9%

*Based off U.S. Census estimates from the American Community Survey
The percentage of rental housing on the national level increased from 33% in 2010 to 36% in 2017; Johnson County: 28% in 2010 to 31% in 2017



SINGLE-FAMILY RENTAL PROPERTIES BY WARD





CURRENT PROCESS FOR RENTAL LICENSES AND INSPECTIONS

- All residential rental properties must be licensed annually
- Exterior inspections are conducted only on single-family residential rental properties (820 per year as of 2019)
- No interior inspections are conducted unless specifically requested by a tenant
- \$77 annual license fee; apartments are charged at \$0.01 per square foot of interior living space
- Local property manager required if landlord doesn't live in Johnson County

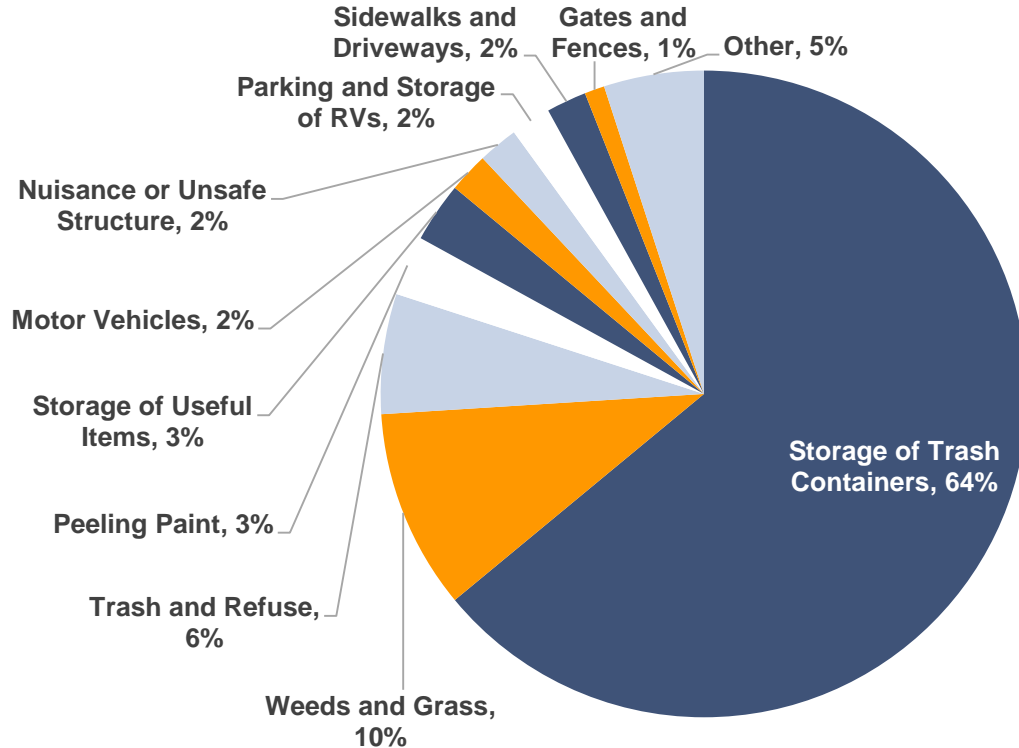


RENTAL INSPECTIONS BY THE NUMBERS

- 817 exterior rental inspections completed in 2018
- 12% of rental inspections (98 inspections) resulted in code violations
- 1,401 total code violations found in 2018 – 10% (or 146) were on licensed single-family rental properties
- 9% of all single-family houses in PV are rental houses, so the data does not indicate that there are significantly more code violations on rental properties than owner-occupied properties



MOST COMMON CODE VIOLATIONS ON RENTAL PROPERTIES



“ KSA 12-16,138 adopted in 2016:

“No city shall adopt, enforce, or maintain a residential property licensing ordinance or resolution which includes a requirement for periodic interior inspections of privately-owned residential property for city code violations unless the lawful occupant has consented to such interior inspections.”

“



WHAT CAN WE DO?

- Exterior inspections – **current practice**
- Interior inspections at request of lawful tenant – **current practice**
- Interior inspections by requesting permission from the lawful tenant
- Interior inspections prior to and/or in between occupancy
- Interior inspections with an administrative search warrant (probable cause required)



WHAT DO OTHER CITIES DO?

Roeland Park	Voluntary interior inspections or when rental unit has change in occupancy; mandatory exterior inspections conducted annually
KCK	Mandatory exterior inspections; interior inspections when requested by tenant or when rental unit has change in occupancy and is vacant
Overland Park	Mandatory exterior inspections annually; no interior inspections program in place
Mission	No exterior inspections; voluntary interior inspections on single-family; mandatory interior inspections on multi-family (5% of units each year)
Lenexa	Exterior inspections every other year; no interior inspections program in place
Fairway	Exterior inspections annually; every other year for rentals with no previous code violations; no interior inspections program in place
Shawnee	Does not require rental licenses; no interior or exterior inspection program in place
Leawood	Requires life safety interior inspections at the time of application and prior to re-occupancy by another tenant; no exterior inspection program in place
Mission Hills	Does not require rental licenses; no interior or exterior inspection program in place
Olathe	Does not require rental licenses; no interior or exterior inspection program in place



OPTIONS TO CONSIDER

- **Keep current inspection process as-is**
- **Create interior inspection program by requesting permission from each tenant at a rental property**
 - ▷ Additional staff and training resources would be needed
- **Create interior inspection program by inspecting properties prior to and in between occupancies**
 - ▷ Additional staff and training resources would be needed
 - ▷ Difficult to enforce
- **Maintain current inspection process but improve education and resources for tenants and landlords**



STAFF RECOMMENDATION

Maintain current inspection process but improve education and resources for tenants and landlords

- ▷ Provide brochure to landlords when applying for rental license about property maintenance requirements
- ▷ Create a checklist for Codes Officers for both exterior and interior inspection items to keep in rental license file – provide copy to landlords at time of rental license application/renewal
- ▷ Create a formal request form for tenants to request an interior inspection
- ▷ Mail notice to all rental properties on file once per year informing them of their tenant rights and a right to an inspection by the City
- ▷ Provide more information on City website regarding tenant rights and property maintenance expectations
- ▷ Other considerations may include increasing the base rental license fee and late fee, charging a re-inspection fee for code violations that are found at the first inspection, and clarifying the fee for not getting a rental license (conflicting information in existing code)

ARTICLE 7. RESIDENTIAL RENTAL PROPERTIES

- 5-701. SCOPE. The provisions of this article shall apply to all residential structures in districts zoned R-1a, R-1b, R-2, R-3, R-4, or planned residential district, and MXD designated, used or intended to be used as rental property for human habitation. The term residential structure shall mean a building or portion thereof, designed exclusively for residential occupancy. The term dwelling unit shall mean any room or group of rooms located within a residential structure and forming a single habitable unit with facilities which are used or are intended to be used, for living, sleeping, cooking and eating.
(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)
- 5-702. APPLICATION FOR OCCUPATIONAL LICENSE REQUIRED. No person, as defined in section 5-101(d), shall lease or rent or offer for lease or rent any residential structure without first making application to the City for an occupation license on the terms and conditions set forth in this code. The person making application for such an occupational license shall state in the application that the residential structure for which application is sought is in compliance with the City's building and property maintenance codes, as set out in Chapter 4.
(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)
- 5-703. RENEWAL OF OCCUPATIONAL LICENSE. Any such occupational license shall be renewed on an annual basis. Application for renewal of the occupational license shall be made no more than 60 days and no less than seven days prior to the expiration of the current occupational license, if any, held by the owner of a residential structure offered for lease or rent.
(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)
- 5-704. OCCUPATIONAL FEE LEVIED.
- (a) Persons engaged in the business of owning and renting residential structures subject to being leased which are zoned R-1a, RP-1a, R-1b, or RP-1b shall pay an occupation fee per dwelling unit adopted by the Governing Body and on record in the Office of the City Clerk.
 - (b) Persons engaged in the business of owning or leasing apartments, duplexes, and all other residential rental properties which are zoned R-2, RP-2, R-3, RP-3, R-4, RP-4 and MXD shall pay an occupational fee based upon square footage of living space leased or subject to being leased, the fee shall be adopted by the Governing Body and on record in the Office of the City Clerk. The owner-lessor or the leasing agent of the rental property other than R-1a, RP-1a, R-1b, or RP-1b shall make a declaration of square footage which must accompany the fee payment to the City Clerk's Office each year. If the square footage is declared incorrectly, a fee per building as adopted by the Governing Body and on record in the Office of the City Clerk will be charged the owner-lessor or the leasing agent to help defray the additional administrative costs necessary to compute the declaration. The square footage of living space referred to above in apartments

and duplexes shall be determined by measuring the area within each individual living unit. Measurement of the square footage of living space shall include the living area, and shall exclude the garage, carport area, and basement.

- (c) For the purpose of this section, subject to being leased shall mean all residential property being offered for lease to a tenant and available for rental or lease as an apartment, duplex, or other type of residential dwelling.
- (d) If the rental property is offered lease by a leasing agent of the owner, then the declaration hereinafter required shall be made and the fee paid by the leasing agent.
- (e) If any rental property is offered for lease by the owner who is not a resident of Johnson County, Kansas, the owner must designate a resident agent who resides in Johnson County, Kansas. The agent shall be responsible for the payment of all fees and penalties provided in this article.

(Code 1973, 5.04.050; Ord. 2203, Sec. III, 2009)

5-705.

PENALTIES FOR VIOLATION.

- (a) Any persons engaged in the business of owning residential rental properties for which a certificate of payment of the occupation is required, is deemed to do so unlawfully, and for such violation of this article is guilty of a misdemeanor and upon conviction thereof shall be fined in a sum of not more than \$100. Each and every day that such violation continues constitutes a separate offense.
- (b) The payment of the fine for failure to pay the fee and to secure a license shall not constitute payment of the fee nor excuse the person from making payment, and the City may proceed by civil action to collect the tax.
- (c) Any person liable to pay such occupation fee shall be liable for and pay in addition to same, after the expiration of 30 days from the date the fee became payable, a penalty of \$10 per month, for an amount not to exceed \$100 per year. After 60 days' delinquency a complaint shall be filed in the municipal court of the City charging the alleged violator with a violation of this article.
- (d) If any person fails or refuses to pay any fee or penalties as provided by this section, the City may collect the amount due in the same manner as a personal debt of the property owner to the City by bringing an action in the District Court of Johnson County, Kansas. Such actions may be maintained, prosecuted, and all proceedings taken, including any award of post-judgment interest the same effect and extent as for the enforcement of an action for debt. All provisional remedies available in such actions shall be and are hereby made available to the City in the enforcement of the payment of such obligations. In such actions, the City also shall be entitled to recover interest at the rate provided in K.S.A. 79-2968, and amendments thereto from and after the date a delinquency occurs in the payment of special assessments. If the amount owing is to be assessed against the property, the City Clerk, at the time of certifying other taxes to the county clerk, shall certify the aforesaid fees and penalties owing by the property owner; and the county clerk shall extend the same on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the county treasurer and paid to the City as other city taxes are collected and paid. The City may pursue collection both by levying a special assessment and in the manner of a civil action as

described herein, but only until the full cost and any applicable interest has been paid in full.

(Ord. 1637, Sec. III; Ord. 2203, Sec. III, 2009)

- 5-706. LICENSE REQUIRED. No residential structure used for rental purposes shall be occupied without the owner first making application to the City for the occupation license required herein and maintaining such license in force and effect. No residential structure may be occupied if the occupational license for the residential structure is revoked. The City Clerk may declare a residential structure used for rental purposes to be uninhabitable if a valid occupational license for such structure is not in effect and, at the direction of the Governing Body, may commence civil actions to evict persons residing in such structures.

(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

- 5-707. COMPLIANCE WITH THE CITY'S BUILDING AND PROPERTY MAINTENANCE CODES. The occupation license for a residential structure used for rental purposes may be granted, and shall remain in effect, only so long as the residential structure and underlying real estate are maintained in compliance with the City's building and property maintenance codes as set out in Chapters 4 and 8.

(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

- 5-708. SUSPENSION, REVOCATION AND DENIAL OF OCCUPATIONAL LICENSE. An occupational license shall not be granted and may be suspended or revoked by the City Clerk if:

- (a) The owner refuses to grant to the Building Official or his or her agent access to the dwelling unit or premises; or
- (b) The Building Official or his or her agent finds or determines that there exists in the dwelling unit or on the premises a violation of the building or property maintenance codes, as set out in Chapters 4 and 8; provided, however, that whenever the Building Official or his or her agent in inspecting a rental dwelling unit finds or determines on the premises a violation of such building or property maintenance codes, the Building Official shall provide written notice by certified mail to the owner or resident agent describing each such violation, specifying a time period for correction of the violations, and informing the owner or resident agent that reinspection of the dwelling unit will be performed within five days after notification from the owner or resident agent that the violations of the building or property maintenance codes have been corrected.
- (c) Any decision of the City Clerk may be appealed by the owner to the Governing Body by filing a notice with the City Clerk within 10 days of the date on which the owner or resident agent was served with the City Clerk's order. If the owner does not appeal such decision to the Governing Body, the decision shall be final. In the event an appeal is filed, the Governing Body shall conduct a hearing on the decision of the City Clerk to revoke the license, and shall either affirm or deny such decision. The decision of the Governing Body shall be final.

(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

5-709. REQUEST FOR INSPECTION BY TENANT OR OCCUPANT. Nothing herein shall be construed to prohibit an inspection by the Building Official or his or her agent of any dwelling unit when requested by the tenant or occupant of the dwelling unit. (Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

5-710. RIGHT OF ENTRY; UNLAWFUL INTERFERENCE; PENALTY.

- (a) Any authorized officer or agent of the City, pursuant to this article, shall be allowed to enter onto any land within the City limits to investigate violations of this article, provided that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession and the officer or agent shall obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
- (b) It shall be unlawful for any person to interfere with a public officer or agent of the City in performing his or her duties pursuant to this section.
- (c) Any person who interferes with an officer or agent of the City pursuant to this article shall be punished as provided in section 1-116.

(Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

5-711. FAILURE TO OBTAIN AN OCCUPATIONAL LICENSE; FAILURE TO MAINTAIN A CURRENT VALID OCCUPATIONAL LICENSE; OCCUPYING A RESIDENTIAL STRUCTURE OFFERED FOR RENTAL PURPOSES FOR WHICH A VALID OCCUPATIONAL LICENSE IS NOT IN EFFECT; PENALTIES. It shall be unlawful for any owner to rent or lease a residential structure for human habitation without obtaining and maintaining in force and effect a current valid occupational license for such structure. It shall be unlawful for a tenant or person in possession to occupy a lease or rental residential structure for which the owner does not hold a current valid occupational license. Persons who are in violation of this section shall be punished by a fine of up to \$500 or by a jail term not to exceed five days, or both. Each day that a violation continues shall constitute a separate offense. (Ord. 1855, Sec. I; Ord. 2203, Sec. III, 2009)

MAYOR'S ANNOUNCEMENTS

Monday, July 15

Committee meetings scheduled:

Planning Commission Work Session	07/16/2019	6:00 p.m.
VillageFest Committee	07/25/2019	5:30 p.m.
City Council Meeting	08/05/2019	6:00 p.m.

=====

The Prairie Village Arts Council is pleased to feature the artwork of Joseph Almendarize, Wanda Tyner, Carl D'Amico, Lisa Healy and Susan Kiefer during the month of August. The artist reception will be held from 6:00 p.m. to 7:00 p.m. on Friday, August 9.

INFORMATIONAL ITEMS
July 15, 2019

1. Arts Council Meeting Minutes - May 8, 2019
2. Board of Zoning Appeals Meeting Minutes - June 4, 2019
3. Planning Commission Meeting Minutes - June 4, 2019
4. Mark Your Calendars

Prairie Village Arts Council
Wednesday, May 8th, 2019
5:30 P.M.
Prairie Village City Hall – 7700 Mission Road
Multi-Purpose Room

At 5:30 Brooke Morehead, chair, **brought the meeting to order**. In attendance were Sheila Evans, Dan Andersen, Betsy Holliday, Kathy Clark, Paul Tosh, Shelly Trewolla, Stephen LeCerf, Julie Hassel and Al Guarino.

Brooke **asked each member to tell**, as an individual, what strengths they brought to the arts council. The members proceeded around the table, showing strong strengths in organizational skills. The **agenda was approved** by Dan, seconded by Shelly, and the **consent agenda** was approved by Shelly and seconded by Dan.

Under **ongoing business**, In Jamie's absence, Dan reported on the status of the bike statue at the Village Shops. The staff is working with First Washington on getting an easement for the location of the statue at 71st and Mission. They are hoping that the statue will be installed in late July, early August.

Dan would like to have approved \$500 of the remaining \$1,800 budgeted this year for pedestals and plexiglass so that he can build 3D display pieces for the upcoming June show. This motion was seconded by Kathy Clark and unanimously approved.

Regarding publicity, during the discussion of monthly reception attendance and interest in our monthly shows reflected by Facebook participation, Brooke asked if we require participating artists to show the Prairie Village Arts Council on their website as their gallery. Dan responded that this would require a change in our contract which he would be happy to do.

Under **new business**, Dan reported that he had learned during a phone call just this afternoon with the Kansas liquor board that it was against the law in Kansas for the city of Prairie Village to have a wine tasting event. This news shattered Al and Julie's plans to have a wine tasting as part of the upcoming Prairie Village Arts Fair. After much discussion, which continued into the Planning Committee as a Whole portion of the meeting, Al and Julie agreed to "unwind" all of their contacts and sadly scrap the wine tasting into which they had put so much effort.

Continuing under new business, Dan moved that the council approve \$2300 for the Prairie Village Art Fair to be held May 31st through June 2nd. This motion was unanimously approved.

Dan proposed for future consideration a change in the Gallery take down and hang schedule from taking down a given show on the last of the month and hanging the next show on the first day of the next month into combining these two into one day. We will decide on this later.

Finally, Brooke presented a list of clerical duties currently performed by city staff with the recommendation that these be taken over by volunteers of the arts council. The council responded that most of these tasks were currently performed by Barbara Fisher. Several council members said that Barb, who at one time, had done all of the curatorial and clerical duties of putting on an arts council show, enjoyed doing the tasks listed. Furthermore, it was up to city council, not staff, to direct the activities of the arts council. Following further discussion, Brooke adjourned the meeting at 7:00 p.m.

Planning Committee as a Whole

At 7:05, continuing with **Event Reports**, Shelly gave a recap of the Art of Photography Exhibit, Al and Julie asked people to arrive at 5:15 to help set up for this Friday's show. Paul mentioned again the 3D artist participating in his June exhibit. Stephen said Linda Nichol would be juror for the State of the Senior Arts exhibit, July 2-31. Paul provided the publicity hand-out which he and Stephen had prepared for this event. Dan reported that set-up would be at 4:00 on Friday the 17th for Chamber in Chamber, with doors to open at 5:30. Under **Planning**, Shelly, who is our Facebook advertising coordinator, suggested that we start calling our monthly receptions "Second Friday" events. Shelly passed out a sign-in sheet for the Prairie Village Arts Fair...Friday, May 31st through Sunday, June 2nd, 9-12, 3-6, and 6-9. The meeting disbursed at 7:45.

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, JUNE 4, 2019**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, June 4th, 2019 in the Council Chambers of the Municipal Building at 7700 Mission Road. Chairman Gregory Wolf called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Patrick Lenahan, Nancy Wallerstein, Melissa Brown and Jeffrey Valentino.

Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, City Planning Consultant; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official, Ron Nelson, Council Liaison, and Adam Geffert, Board Secretary.

PUBLIC HEARINGS

BZA2019-01 Variance from front yard setback of 30 feet and a modification of a platted building line of 35 feet, to permit a carport extending to a point 25.6 feet from the front lot line.

Chris Brewster provided background of the variance request at 7737 Chadwick. The existing garage is set back 45 feet from the front building line of the home. The proposed carport would extend approximately 20 feet from the garage, reducing the setback to 25.6 feet. Mr. Brewster reminded the Board that the project must meet all five of the criteria set in Section 19.54.030 of the Zoning Ordinance in order to grant a variance.

The applicant, Milton H. Luce, stated that the carport would be constructed with the same materials as those used when the house was built in the 1950s. He added that he believed the addition would be contextually similar with the rest of the neighborhood, and that other houses on the street also had carports. Mr. Luce noted that the primary reason for the addition was due to the limited space in the existing garage. The access stairwell to the basement is located in the garage, making it difficult to walk around parked vehicles to enter the home.

Ms. Brown asked how far back the posts of the carport would be from the front property line. Mr. Brewster stated that the variance would actually be 26.6 feet, because it would be the roof overhang that is 25.6 feet from the property line, not the posts.

Mr. Lenahan asked about the layout of the garage interior, and stated that it was difficult to ensure that the variance request met the “uniqueness” criteria because the garage was a typical size for houses built during the era. He added that drawings of the interior of the garage would be helpful in making a decision.

Mrs. Wallerstein asked about the solar arbor included in the plans. Mr. Luce stated that one would be added between the carport and the house to reduce heat buildup at the front entrance to the home.

Chairman Gregory Wolf opened the public hearing for the application. With no one present to address the Board, the public hearing was closed at 6:50 p.m.

Mr. Wolf led the Board through discussion of the following criteria required for approval of a variance:

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

Mr. Birkel stated that, although carports were part of the neighborhood, the houses that had them did not also have garages. He added that he did not believe the design would match the architectural style of surrounding homes. Mr. Lenahan agreed, suggesting that an expansion of the garage within the building line would be a better solution to address the existing inconvenience factors in the garage.

No Board members believed that the uniqueness criteria had been met.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

Board members agreed that the plan met the requirements of this criteria.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.

Mr. Birkel, Mr. Lenahan and Mrs. Wallerstein did not feel that the hardship factor had been met.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

Board members agreed that the plan met the requirements of this criteria.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

Mr. Lenahan did not believe that the spirit and intent factor had been met.

Mr. Wolf told the applicant that the Board would need additional information about the interior of the garage before a final decision could be made. He suggested that the applicant provide that information at a follow-up meeting for further review. Mr. Valentino added that both specific measurements and photos would be helpful for the Board to make a decision.

Mr. Wolf recommended tabling the application and giving the applicant an opportunity to return at a later date. Mrs. Wallerstein made a motion to continue the item to the July meeting, and Ms. Brown seconded. The motion passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Board.

ADJOURNMENT

Chairman Gregory Wolf adjourned the meeting of the Board of Zoning Appeals at 7:03 p.m.

Gregory Wolf
Chairman

PLANNING COMMISSION MINUTES
June 4, 2019

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, June 4, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:04 p.m. with the following members present: Jonathan Birkel, 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

Patrick Lenahan moved for the approval of the minutes of the May 7th regular Planning Commission meeting as presented. Jonathan Birkel seconded the motion, which passed unanimously.

PUBLIC HEARINGS

No public hearings were scheduled.

NON-PUBLIC HEARINGS

**PC2019-107 Site Plan Approval
Retaining Wall
2918 W. 73rd Terrace**

Mr. Brewster provided background on the application, stating that the retaining wall that was constructed was less than the required two feet from the property line. Public Works already issued a drainage permit for the property, and capping was added to the top of the wall to prevent drainage from traveling to the property to the west. A drain was also added at the bottom of the driveway. Mr. Brewster stated that staff recommended approval subject to the following conditions:

1. The approval is subject to maintaining all conditions of approval of the drainage permit from Public Works that protect the property to the west from any adverse drainage impacts.
2. If approved, the applicant shall record site plan and approved exception with Johnson County Records and Tax Administration.

Mr. Birkel asked if a railing would be required for the wall due to the height. Anna Backman, owner of the property, stated that she had already received a building permit

for a fence and railing. Mrs. Backman added that she had seen the conditions required for approval and agreed to the terms.

Greg Wolf made a motion to approve the site plan with the existing conditions as well as a third: "Subject to the building permit that has been approved, a rail and privacy fence shall be built." Patrick Lenahan seconded the motion, which passed unanimously.

PC2019-111 Approval of Sign Standards 9001 Roe Avenue

Mr. Brewster reminded Commission members that this issue had been brought to the Planning Commission's attention when it was discovered that signs were added to the building without permits. The building previously had sign standards approved by the Planning Commission in May, 1998. After research, staff determined that the new signs were not in compliance with the standards approved in 1998.

The Planning Commission first reviewed and considered the issue at the May 7, 2019 meeting and agreed that the signs installed without a permit did not conform with the sign standards applicable to the property. The applicant developed a new set of sign standards for the Planning Commission's review.

Staff recommended approval of the new standards with the following conditions:

1. That permits be applied for and issued, subject to the new standards, for all signs installed without a sign permit.
2. That any window or door graphics are subject to the general city-wide standard of no more than 20% of the window or door area.
3. That any future monument sign is subject to approval by the Planning Commission as required by 19.48.015.M, for review of the specific location, the base and frame materials, and landscape plan, as well as the size standards included in the applicants proposed standards.

Andrew Cope, owner of the property, stated that he was in agreement with staff recommendations.

Greg Wolf made a motion to approve the sign standards, subject to the conditions recommended by staff. Patrick Lenahan seconded the motion, which passed 5-1, with Nancy Wallerstein in opposition.

PC2019-112 Site Plan Approval Construction of 8-Foot Fence 9030 Rosewood Drive

Mr. Brewster stated the applicant was requesting site plan approval for an 8-foot tall fence, which would require an exception to the 6-foot height limit. The proposed fence would be built in the rear yard to enclose a pool on a lot that backs up to Nall Avenue. The exception would only be for the rear fence along the lot line that backs to the street.

Staff recommended approval with the following conditions:

1. The fence be constructed of wood to match as closely as possible the material and coloring of other fences along this section of the Nall streetscape.
2. The vegetation between the street and property line be maintained to the greatest extent possible to soften the appearance of the fence and obscure differences between sections of the fences along Nall Avenue.

Kevin Arnhold, owner of the property, stated there were no attendees at the neighborhood meeting, but that he received letters of support from several neighbors. He added that he had no concerns with the conditions required.

Jeffrey Valentino made a motion to approve the plan with the conditions laid out in the staff report. Greg Wolf seconded the motion, which passed unanimously.

OTHER BUSINESS

Special Use Permits and Conditional Use Permits

Mr. Brewster described the differences between special use permits and conditional use permits, noting that conditional use permits were used for routine items reviewed by the Planning Commission. Special use permits, on the other hand, were typically more complex and required a public hearing and approval by the City Council. He added that the purpose of the discussion was to better distinguish between the two, and provided an application summary chart showing how they differ. Lastly, he said that there would be no substantive or policy changes to the current allowed uses, and asked Commission members for direction in drafting changes.

Mr. Valentino stated that he appreciated the clarification of the differences between the two types of permits. He asked what the solution would be for items not included in the chart, and suggested some sort of framework would be useful. He also asked if there were existing restrictions for special use permits. Mr. Brewster said that there were, and added that lists for each type of permit will be refined before final approval. Further, the updated zoning regulations will be presented to Council on June 17th, then will be brought back to the Planning Commission for a public hearing and final consideration before they go back to the City Council for final approval.

Mrs. Robichaud stated that the wireless facilities section is being rewritten by the City Attorney because much of the requirements are out of date and unenforceable. In the future, approval for changes at cellular towers will likely not be brought before the Planning Commission.

Mrs. Robichaud reminded Commission members that the comprehensive plan survey that was previously sent out to the Commission needed to be completed by June 11th. The survey will be reviewed during the Planning Commission work session on June 18th.

ADJOURNMENT

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 8:03 p.m.

Nancy Wallerstein
Chair

**Council Members
Mark Your Calendars
July 15, 2019**

July 16	Planning Commission Work Session
August 5	City Council Meeting
August 9	Artist Reception in the R.G. Endres Gallery
September 7	10 th Annual Jazz Festival