

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at <https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Tuesday, September 08, 2020  
6:00 PM**

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

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com), and provide your name, address, and email address prior to 3 p.m. on September 8. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on September 8 to be shared with Councilmembers prior to the meeting.

- VI. **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 - August 17, 2020
- 2. Approval of Expenditure Ordinance #2993
- 3. Approval of a short-term special use permit extending an outdoor seating area within the boundaries of a barricaded public area at the Blue Moose restaurant

- VII. **EXECUTIVE SESSION**
- VIII. **COMMITTEE REPORTS**
- IX. **MAYOR'S REPORT**
- X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

COU2020-39 Approve amendments to the Municipal Code pertaining to allowable hours for private property construction  
Wes Jordan/David Waters

COU2020-40 Approve memorandums of understanding with Compost Collective KC and Food Cycle KC for curbside compost collection Prairie Village  
Jamie Robichaud

COU2020-41 Approve Project DRAIN-19X - 71st Street RCB replacement contract with Infrastructure Solutions, LLC  
Keith Bredehoeft

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

Discussion related to participation in the Climate Mayors Network, purchase of Dynamhex carbon emissions tracking software, and adoption of a Climate Action Plan  
Jori Nelson/Ian Graves

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**

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



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
AUGUST 17, 2020**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 17, 2020, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Councilmembers in attendance remotely via Zoom: Chad Herring, Jori Nelson, Inga Selders, Ron Nelson, Tucker Poling, Sheila Myers, Piper Reimer, Dan Runion, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present via Zoom: Major Byron Roberson, Police Department; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Meghan Boom, Assistant City Administrator; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mr. Herring made a motion to amend the agenda by moving item COU2020-39, pertaining to allowable hours for private property construction, from New Business to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Poling. A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 11-0.

Mrs. Myers made a motion to approve the agenda for August 17, 2020 as amended. Mr. Herring seconded the motion, which passed 11-0.

**PUBLIC PARTICIPATION**

Will Ruder, Executive Vice President of the Home Builders Association of Greater Kansas City, spoke in opposition to the proposed changes to private property construction hours.

**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 - August 3, 2020
2. Consider appointment of Environmental Committee members



3. Consider approval of the 2021 Mission Hills contract and the 2021 Mission Hills budget
4. Consider approval of professional services with Kaw Valley to perform construction materials testing and special inspections during construction of the Public Works facility

**Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 11-0.**

### **COMMITTEE REPORTS**

- **Planning Commission - PC2020-114: Consider proposed zoning revision to Chapter 19.36.005 (Restricted Uses) to allow the keeping of chickens in Prairie Village (Ordinance 2424)**

Ms. Robichaud stated that the Planning Commission recommended revisions to Chapter 19.36.005 of the City’s zoning regulations to allow the keeping of chickens. The Commission’s decision was based on the Council’s prior approval of Ordinance 2421, which amended the City’s Municipal Code to allow residents to keep chickens specific to established regulations.

**Mr. Poling made a motion to adopt the Planning Commission’s recommendation of the proposed revisions to Chapter 19.36.005, to allow the keeping of chickens in Prairie Village, as outlined in Ordinance 2424. The motion was seconded by Ms. Selders.**

Mr. Herring requested that the City share CDC guidelines regarding the safe keeping of chickens with residents. Ms. Robichaud said the information would be included in social media posts, the Village Voice, and on the City’s website.

**A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Myers, Reimer, Runion, McFadden, Graves, Mikkelson; “nay”: Gallagher. The motion passed 11-1.**

- **Tree Board - Consider enacting regulations to protect public and private trees during construction projects**

Frank Riott and Kevin Dunn of the Tree Board gave a presentation on a proposal developed in conjunction with the Environmental Committee urging the Council to consider official protection for trees on private and public property during construction.

Mayor Mikkelson suggested the topic could be discussed at a future Council Committee of the Whole meeting.



**Mr. Gallagher made a motion to include a discussion on the protection of trees on a future Council Committee of the Whole agenda. The motion was seconded by Mr. Poling.**

Mrs. McFadden asked that the discussion include the pruning work performed by contractors hired by utility companies, which is often damaging to trees.

**After further discussion, a roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed 11-0.**

- Ms. Reimer said that she had attended a remote training session held by the Drug and Alcohol Council of Johnson County on August 13 to determine how tax money should be allocated in 2021.

Ms. Reimer added that she had been working with staff at area schools to determine a timeline for the Teen Council, which had been delayed due to the COVID-19 pandemic.

- Mr. Nelson noted that the start time for the September 9 Arts Council meeting was incorrect in the packet. The meeting will begin at 5:30 p.m.

### **MAYOR'S REPORT**

- Mayor Mikkelson provided an update on the COVID-19 pandemic, stating that the 14-day moving average of percent positive cases in Johnson County had increased to 11.2%. Cases per day had increased, but the hospitalization rate had fallen, and deaths remained low.
- The Mayor announced the creation of a Diversity Task Force, which was tasked with the mission of developing a set of advisory recommendations for the Council to attract and retain diverse residents in the City. The policy scope would include housing and development, sustainability, affordability, hiring and policing. These recommendations would then be considered by Council in an effort to make the City more welcoming to diverse individuals in the future. The 11-member group will meet two to three times.
- The Mayor hosted a Climate Action KC webinar on environmental, social and governance factors facing private businesses the prior week.
- The United Community Services of Johnson County's annual Human Services Summit event would be held virtually on August 26.
- The Mayor mentioned the crime report included in the meeting packet, noting that crime was down during the first six months of the year compared to 2019.
- The Mayor reminded Council that Prairie Village was the first city to sign onto the “Renewables Direct” program offered by Evergy, which would utilize wind-generated electrical power for all City buildings. A wind farm was under construction, and wind energy could be available as early as December, 2020.



## **STAFF REPORTS**

### **Administration**

- Mr. Jordan discussed the forthcoming financial reimbursement from Johnson County for COVID-related expenses. A list of expenses submitted to the county was included in the meeting packet.

Mr. Jordan also mentioned that plexiglass partitions could be installed in the Council Chambers for future in-person meetings. Because of the limited space, he stated that Councilmembers might feel uncomfortable, and asked that they come view a temporary installation of the screening at City Hall before a purchase was made.

- Ms. Robichaud shared a tentative schedule for the completion of Village Vision 2.0:
  - August 25 - Planning Commission work session to review a current draft of the plan
  - September 9 - Virtual community information meeting
  - September 28 - City Council work session
  - October 6 - Public hearing at Planning Commission meeting
  - October 19 - Final approval at City Council meeting.

Ms. Robichaud introduced Cindy Volanti, the newly hired Human Resources Manager. Ms. Volanti previously worked as Human Resources Manager for Riley County, KS.

### **Public Safety**

- Major Roberson shared information about the crime report, noting that the reduced numbers were due to the cooperation of residents. He added that there had been an increase in auto burglaries over the previous month, which were generally the result of vehicles being unlocked. As a result, extra patrol cars were added, and nine burglary and stolen auto suspects had been arrested with the cooperation of other agencies.

Major Roberson added that the Citizens Police Academy would begin on September 16. Update: this session was cancelled after Major Roberson's report due to safety concerns related to COVID-19.

## **OLD BUSINESS**

### **Extension of emergency declaration**



Mayor Mikkelson stated that emergency declaration related to the COVID-19 pandemic, which was passed by Council in June, expired on August 17. He suggested extending the declaration for an additional 90 days, to November 15.

**Mr. Herring made a motion to extend the Mayor's Emergency Declaration through November 15, unless terminated earlier by the Mayor or City Council. The motion was seconded by Ms. Selders. A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Reimer, McFadden, Graves, Gallagher; "nay": Myers, Runion. The motion passed 9-2.**

### **NEW BUSINESS**

There was no new business to come before the Council.

**Mrs. Myers made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Herring, and passed 11-0.**

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

**COU2020-39            Approve amendments to the Municipal Code pertaining to allowable hours for private property construction**

At the August 3, 2020 Council meeting, staff reviewed the existing noise regulations pertaining to private property construction in comparison to hours allowed in Mission Hills, Kansas and surrounding communities. Staff presented Council with three potential options for consideration. After discussion, the Council Committee of the Whole voted 7-3 to direct staff to amend the applicable language in the municipal code to change the allowed hours for private property construction to Monday through Sunday (including Holidays) from 8:00 a.m. until 9:00 p.m.

**Mr. Nelson made a motion to approve the amendments made to Chapter VIII and Chapter XI of the Municipal Code as presented to regulate allowable hours for private party construction. The motion was seconded by Mr. Graves.**

Mr. Poling stated that he was in support of allowing construction to begin in some circumstances at 7:00 a.m., such as during summer months or when a heat advisory had been issued, but also favored an 8:00 p.m. end time.

Ms. Selders agreed with an 8:00 p.m. end time, and asked that construction not be permitted on the 10 annual Federal holidays.

**Ms. Reimer made a motion to amend the motion to allow construction between 8:00 a.m. and 8:00 p.m. Monday through Sunday (including holidays), but to allow a 7:00 a.m. start time between May 15 and September 15. The motion was seconded by Mr. Poling.**



After further discussion, a roll call vote was taken with the following votes cast: “aye”: R. Nelson, Poling, Reimer, Gallagher; “nay”: Herring, J. Nelson, Selders, Myers, Runion, McFadden, Graves. The motion failed 7-4.

Mr. Herring made a motion to amend the motion to allow construction between 8:00 a.m. and 8:00 p.m. Monday through Sunday (including holidays), but to allow a 7:00 a.m. start time between May 15 and September 15, Monday through Friday, excluding weekends and holidays. The motion was seconded by Mr. Nelson. A roll call vote was taken with the following votes cast: “aye”: Herring, R. Nelson, Poling, Myers, Reimer, Graves, Gallagher; “nay”: J. Nelson, Selders, Runion, McFadden. The motion passed 7-4.

A roll call vote on the original motion as amended was taken with following votes cast: “aye”: Herring, R. Nelson, Poling, Myers, Reimer, Graves, Gallagher; “nay”: J. Nelson, Selders, Runion, McFadden. The motion passed 7-4.

Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Herring and passed 11-0.

#### ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

#### ADJOURNMENT

Mr. Poling made a motion to adjourn the meeting. The motion was seconded by Ms. Selders, and passed 11-0.

Mayor Mikkelson declared the meeting adjourned at 8:30 p.m.

Adam Geffert  
City Clerk



**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

August 17, 2020

**Copy of Ordinance**  
2993

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

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
22211	7/1/2020	800.20 ✓	
22212-22298	7/10/2020	1,392,170.23 ✓	
22299-22315	7/17/2020	41,448.01 ✓	
22316-22372	7/24/2020	248,901.89 ✓	
22373-22377	7/31/2020	402,575.67 ✓	
Payroll Expenditures			
7/2/2020		310,899.57 ✓	
7/17/2020		307,840.01 ✓	
7/31/2020		321,110.99 ✓	
Electronic Payments			
Electronic Pmnts	7/2/2020	3.87 ✓	
	7/3/2020	5,010.58 ✓	
	7/7/2020	\$ 19,172.22 ✓	
	7/9/2020	4,575.32 ✓	
	7/10/2020	3,192.69 ✓	
	7/13/2020	184.87 ✓	
	7/26/2020	28,722.00 ✓	
	7/29/2020	5,010.58 ✓	
	7/31/2020	5,048.48 ✓	
<b>TOTAL EXPENDITURES:</b>			<b>3,096,667.18 ✓</b>
Voided Checks			
	Check #	( Amount )	
UMB ACH	ACH	(37.90) ✓	
<b>TOTAL VOIDED CHECKS:</b>			<b>(37.90)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>3,096,629.28 ✓</b>

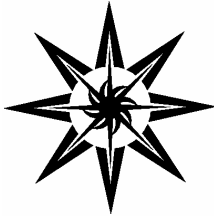
Section 2. That this ordinance shall take effect and be in force from and after its passage

Passed this 17th day of August 2020.

Signed or Approved this 17th day of August 2020.

(SEAL)  
ATTEST: Courtney Kramer 08/19/2020  
City Treasurer

ATTEST: [Signature] 8/20/20  
Finance Director



## ADMINISTRATION

City Council Date: September 8, 2020  
CONSENT AGENDA

**Approval of a short-term special use permit extending an outdoor seating area within the boundaries of a barricaded public area at the Blue Moose restaurant.**

**RECOMMENDATION:**

Staff recommends that the City Council approve a short-term special use permit temporarily extending an outdoor seating area at the Blue Moose restaurant.

**DISCUSSION:**

The Blue Moose, with approval from First Washington Realty, has requested that the City approve a short-term special use permit extending its outdoor seating area into the parking lot in front of the building from 12:00 p.m. to 10:00 p.m. on September 18, 19 and 20. Tables will be placed in a manner that ensures adequate social distancing between patrons.

**Note: Serving alcohol within the extension will be subject to approval by the State of Kansas Alcoholic Beverage Control.**

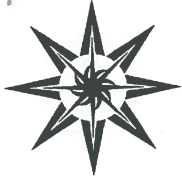
**ATTACHMENTS:**

Short-term Special Use Permit

**PREPARED BY:**

Adam Geffert  
City Clerk

**Date:** September 3, 2020



**SHORT-TERM SPECIAL USE PERMIT  
APPLICATION  
City of Prairie Village, Kansas**

Application Date: 8.18.20

\$25 Application fee

Name Lisa Hovey

Email address LHovey@KCHopps.com (circle one) Mail copy OR Email copy to me

Organization Blue Moose PV Phone 913.322.2440

Address 4160 W. 71st St. City/State/Zip Prairie Village KS 66208

Is the organization (check all that apply):

Non-profit  Civic  Incorporated

Authorized to do business in the State of Kansas

USE:  Sale / activity  Trade show  Street Fair  
 Exposition  Promotional venture / entertainment

Please give a complete description of proposed use: tacos - EXPANDED  
OUTDOOR SEATING

Location: Partial use of the parking lot in front of the restaurant

Attach any descriptive materials such as plans, maps or size dimensions, etc. to better illustrate the proposed use.

Please indicate what types of signs, flags or other devices will be used to attract attention:

Banners

Date(s) of Event September 18, 19, 20

Hours of Operation: noon - 10 pm

Estimated accumulation of automobiles ? and persons 200

Other characteristics and effects on neighborhood:

Submitted by: [Signature]  
(Signature of applicant)

**See reverse for conditions of approval**

Amount received \_\_\_\_\_ Date \_\_\_\_\_ Rec'd by \_\_\_\_\_

As outlined in Chapter 19.34 of the Prairie Village Municipal Code, the City Council may, upon application by the proponent, issue a short-term temporary use permit for a period of no more than thirty days for the use of a specific parcel of land for such temporary uses as charitable, civic, or sales and activities, trade shows, street fairs, expositions, promotional ventures and entertainment, without publication or posted notice, provided the following conditions are met:

1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood;
2. If approved, a specific time period shall be determined and the short-term permit shall not be operated longer than the period stipulated in the permit;
3. Upon the cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If, after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Mayor or his/her designee deems the request is reasonable, the permit for the short-term use may be approved. Conditions of operation, provision for surety bond, and other reasonable safeguards may be written into the permit. **In addition, the Chief of Police and/or the Fire Chief may impose requirements or restrictions when public safety or the general welfare of the public is a matter of concern based on the venue or expected volume of participants.** Such permit may be approved in any zoning district.
4. A fee of twenty-five dollars shall be charged for the applicant for each short-term special use permit.
5. If the applicant is not the property owner, a letter shall be supplied to the City from the Owner, and the tenant, if applicable; stating that the activity meets their approval.

If you plan on having a large tent or open flames, contact Consolidated Fire District No. 2 at 913-432-1105.

If you are serving food, contact the Kansas Department of Agriculture, Food Safety & Lodging at 785-296-5600.

Date application approved: \_\_\_\_\_

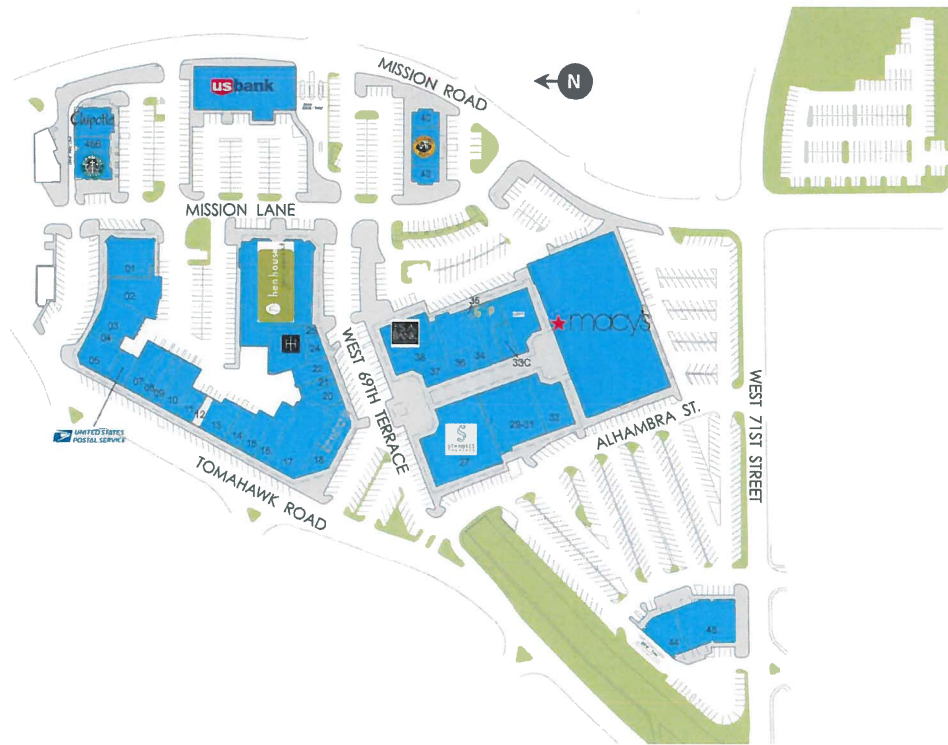
Conditions of approval:

\_\_\_\_\_  
Mayor Eric Mikkelson

# Prairie Village Shopping Center



Elise Bueker  
 p: (816) 336-1455  
 e: ebueker@firstwash.com



## AVAILABLE SPACE

Retailers	SF
01 TAVERN IN THE VILLAGE	4,418
02 On the Ball	3,563
03 RIMANN LIQUORS	4,592
04 PRAIRIE VILLAGE HAIRSTYL...	589
05 ATHLETICO PHYSICAL THER...	2,900
06 U.S. POSTAL OFFICE	1,449
07 MINSKY'S PIZZA	2,754
08 VILLAGE DENTIST	1,762
09 MALFER STUDIO	1,311
10 THE LITTLE GYM	2,706
11 BROOKSIDE OPTICAL	1,492
12 BELTONE HEARING CENTER	754
13 FRENCH MARKET	2,674
14 PRIDE CLEANERS	1,773
15 RISE BISCUITS & DONUTS	1,677
16 CLIQUE BOUTIQUE	1,741

Retailers	SF
17 EUSTON HARDWARE	7,327
18 MR. GOODCENTS SUBS	1,335
19 CHICO'S	2,219
20 CAFE PROVENCE	1,618
21 RSVP IN THE VILLAGE	917
22 DOLCE BAKING	1,954
23 HEALTH HOUSE	4,872
24 SHOE REPAIR	1,747
25 NICKI GRIFFITH PHOTOGRA...	373
26 HEN HOUSE	18,029
27 STANDEES	13,915
29-31 BIJIN SALON & DAY SPA	6,781
32 BAG & BAGAGGE	4,052
33A CAFFETERIA	4,696
33B GOLDEN & PINE	3,522
33C Scoobie	1,002

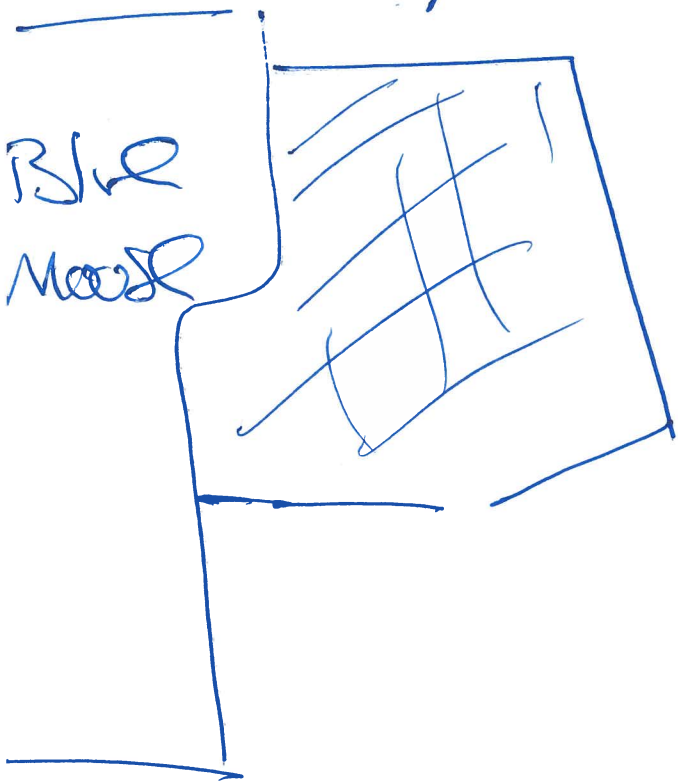
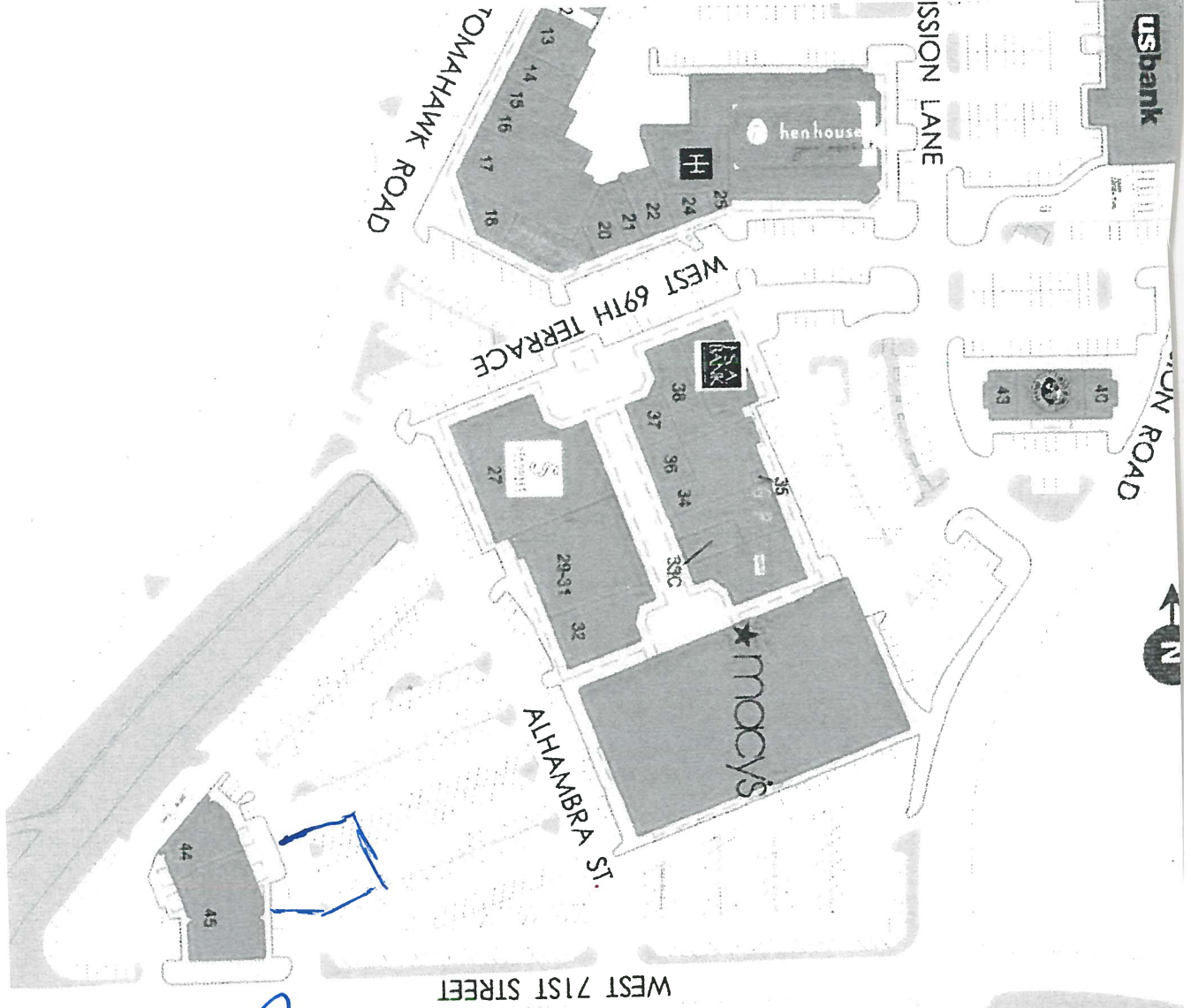
Retailers	SF
34 PETPEOPLE	4,769
35 VILLAGE MUSIC ACADEMY	9,918
36 BODYLAB	1,662
37 THE BETTER CHEDDAR	1,512
38 STORY RESTAURANT	2,980
39 JOS. A. BANK	3,667
40 TCBY	1,142
41 EINSTEIN BAGELS	2,723
43 VILLAGE FLORIST	1,137
44 MISSOURI BANK	3,000
45 BLUE MOOSE	5,951
46A STARBUCKS	2,449
46B ETIQUETTE BOUTIQUE	1,225
46C CHIPOTLE	2,511
47 US BANK	22,789
48 MACY'S	120,000

GLA TOTAL **300,545**

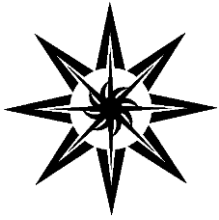
Where It Really Matters.







Diagram



## ADMINISTRATION

City Council Meeting Date: September 8, 2020

**COU2020-39: Approve amendments to the Municipal Code pertaining to allowable hours for private property construction**

---

### SUGGESTED MOTION

Move to approve amendments to Chapter VIII and Chapter XI of the Municipal Code as presented to regulate allowable hours for private property construction.

### BACKGROUND

At the August 17, 2020 Council meeting, the Council Committee of the Whole continued review and discussion pertaining to the current noise regulations specific to private property construction in comparison to hours allowed in Mission Hills, Kansas and surrounding communities. After discussion, the Council Committee of the Whole voted 7-4 to direct Staff to amend the applicable language in the Municipal Code to reflect the following hours for private property construction:

- Summer Months (May 15 through September 15):
  - Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
  - Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
  - Federal Holidays: 8:00 a.m. until 8:00 p.m.
- Non-Summer Months (September 16 through May 14):
  - Monday through Sunday: 8:00 a.m. until 8:00 p.m.

### ATTACHMENTS

- Municipal Code - Chapter XI (Article II) Section 11-201 through 11-204
- Municipal Code - Chapter VIII (Article V) Section 8-501 through 8-512

### PREPARED BY

Wes Jordan  
City Administrator  
Date: August 18, 2020

**ORDINANCE NO. 2427**

**AN ORDINANCE REGARDING NOISE CONTROL AND REGULATION WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS, AMENDING CHAPTER VIII (HEALTH AND WELFARE), ARTICLE 5 (NOISE AND VIBRATION CONTROL), AND CHAPTER XI (PUBLIC OFFENSES & TRAFFIC), ARTICLE 2 (LOCAL REGULATIONS) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.**

WHEREAS, the City Council of the City of Prairie Village, Kansas, finds that excessive sound is a serious hazard to the public health, safety, and welfare, and quality of life; and

WHEREAS, the citizens of the City have a right to and should be ensured of an environment free from excessive sound that may jeopardize their health, safety, or welfare, or degrade their quality of life.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section 1.** Existing Section 8-501 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-501. DEFINITIONS.** For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section. All acoustical terminology shall be that contained in ANSI S1-1 Acoustical Terminology:

- (a) ANSI -- The American National Standards Institute or its successor bodies.
- (b) ARI -- The Air Conditioning and Refrigeration Institute or its successor bodies.
- (c) ASHRAE -- The American Society of Heating, Refrigeration and Air Conditioning Engineers or its successors bodies.
- (d) ASTM -- The American Society for Testing Materials or its successor bodies.
- (e) Decibel -- A unit for measuring the volume of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, abbreviated dB.
- (f) Discrete Tone -- A soundwave whose instantaneous sound pressure varies essentially as a simple sinusoidal function of the time.
- (g) Fluctuating Noise -- A noise whose sound pressure level rises significantly but does not equal the ambient environmental level more than once during the period of observation.
- (h) Impulsive Noise -- Characterized by brief excursions of sound pressure (acoustic impulses) which significantly exceed the ambient environmental sound pressure. The duration of a single impulse is usually less than one second.
- (i) Intermittent Noise -- A noise whose sound pressure level equals the ambient environmental level two or more times during the period of observation. The period of time during which the level of the noise remains at an essentially constant value different from that of the ambient is on the order of one second or more.



- (j) IEC -- The International Electrotechnical Commission or its successor bodies.
- (k) ISO -- The International Organization for Standardization or its successor bodies.
- (l) Motor Vehicle -- Any passenger vehicle, truck, truck-trailer or semitrailer propelled or drawn by mechanical power.
- (m) Nonsteady Noise -- A noise whose level shifts significantly during the period of observation.
- (n) Period of Observation -- The time interval during which acoustical data are obtained. The period of observation is determined by the characteristics of the noise being measured and should also be at least 10 times as long as the response time of the instrumentation. The greater the variance in indicated sound level, the longer must be the observation time for a given expected accuracy of the measurement.
- (o) Plainly audible -- Capable of being heard by a person using his or her unaided hearing faculties of normal activity. It is not necessary to distinguish words or melodies to be plainly audible. Measurement standards shall be by the auditory senses, based upon direct line of sight.
- (p) SAE -- The Society of Automotive Engineers or its successor bodies.
- (q) Sound Level (Noise Level). -- For airborne sound, sound level (noise level) is a weighted sound pressure level, obtained by the use of metering characteristics and the A-weighting as specified in the reference standards. When the A-weighting is employed, it must be indicated.
- (r) The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base 10 of the ratio of the pressure of the sound to the reference sound pressure. Unless otherwise specified, the effective (rms) pressure is to be understood. The reference sound pressure is 20 uN/m<sup>2</sup>.
- (s) Sound-source property -- the property which is producing sound or from which sound is emanating
- (t) Steady Noise -- A noise whose level remains essentially constant (i.e., fluctuations are negligibly small) during the period of observation.
- (u) Zoning District -- Those districts established by Title 19 of this code.

**Section 2.** Existing Section 8-502 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-502. MUSICAL DEVICE AND STEAM WHISTLE PROHIBITIONS.**

- (a) No person shall use or perform any hand organ or other musical instrument or device, for pay or in expectation of payment, in any expectation of payment, in any public way or public place of the city before 9:00 a.m. or after 9:00 p.m. of any day. This restriction shall not apply to special events that are sponsored by the City of Prairie Village and approved by the City Council.
- (b) No person shall blow or cause to be blown, within the city the steam whistle of any stationary steam plant as a signal for commencing or

suspending work or for any other purpose. This section shall not be construed as forbidding the use of steam whistles as alarm signals in case of fire, collision or other imminent danger.

**Section 3.** Existing Section 8-503 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-503. BUILDING USE DISTURBING PEACE PROHIBITED.**

- (a) No person owning or in possession or control of any building or premises shall use the same, permit the use of the same or rent the same to be used for any business or employment or residential nature, disturb or destroy the peace of the neighborhood in which such building or premises is situated or be dangerous or detrimental to health.
- (b) Except as provided in subsection (c) below, it shall be prima facie evidence of a violation of this section 8-503 for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at the property line of the sound-source property, or for fifty (50) or more feet from the source of the sound in the case of a multiple-family dwelling, to start before or continue after the following hours:
  - Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until 12:00 a.m./midnight.)
  - Weekends: 8:00 a.m. until 12:00 a.m./midnight (except Sundays, which will be until 10:00 p.m.)
- (c) Notwithstanding the provisions of subsection (b) above, all work on any property within the city that produces any noise which is plainly audible to any property other than the sound-source property, and is associated in any manner with the construction, erection, alteration, or repair of any structure on the sound-source property, shall be prima facie evidence of a violation of this section 8-503 if such work occurs before or continues after the following hours:
  - ~~Sunday-Summer Months (May 15 through Saturday: 8:00 a.m. until 9:00 p.m. September 15):~~
    - = Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
    - = Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
    - = Federal Holidays: 8:00 a.m. until 8:00 p.m.
  - Non-Summer Months (September 16 through May 14):
    - Monday through Sunday: 8:00 a.m. until 8:00 p.m.

**Section 4.** Existing Section 8-504 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-504. MECHANICAL APPARATUS USE RESTRICTIONS.** It is unlawful

for any person to use any pile driver, shovel, hammer derrick, hoist tractor, roller or any other equipment or vehicles operated by fuel or electric power in building or construction operations, to start before or continue after the following hours:

- Sunday through Saturday: 8:00 a.m. until 9:00 p.m.

**Section 5.** Existing Section 8-505 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-505. EXCEPTIONS AND EXEMPTIONS.**

- (a) To the extent any provisions regarding specific conduct set forth in Chapter 11, Article 2 of this Code, or Chapter 19 of this Code, provides for stricter or more limited hours of conduct, then such stricter or more limited provisions shall govern.
- (b) The City Council, may approve a waiver from the hours listed in sections 8-502 through 8-504 above if it is determined that the public good would be better served by allowing such noise to occur before or beyond the hours listed to reduce the impact on residents surrounding or visiting the sound-source property. The city administrator may also grant an administrative waiver from the above requirements in the case of urgent necessity or in the interest of public safety.
- (c) Sounds emanating from the following shall be exempt from the provisions listed above:
  - (i) Emergency vehicles;
  - (ii) Public safety vehicles;
  - (iii) Emergency activities of the fire or police department;
  - (iv) Emergency activities of any utility company;
  - (v) Emergency activities of municipal maintenance vehicles and equipment;
  - (vi) Municipal public works construction projects performed by or on behalf of the City.

**Section 6.** Existing Section 8-506 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-506. MOTOR VEHICLES; MOTOR OPERATION RESTRICTIONS.**

- (a) It is unlawful for any person to operate any motor of a motor vehicle of a weight in excess of four tons (8,000 pounds) for a consecutive period longer than two (2) minutes while such vehicle is standing on private property and located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure.
- (b) This section shall not apply to buses operated for the transportation of passengers while standing in established bus turnarounds, bus terminals, bus parking lots and bus storage yards.
- (c) This section shall further not apply to:
  - (i) Emergency vehicles;
  - (ii) Public safety vehicles;
  - (iii) Emergency activities of the fire or police department;
  - (iv) Emergency activities of any utility company;
  - (v) Emergency activities of municipal maintenance vehicles and equipment.

**Section 7.** Existing Section 8-508 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-508. RESIDENTIAL DISTRICTS; GENERAL REGULATION.**

Any property use established in a zoning district as defined and designated under the provisions of Chapter 19 of this Code shall be so operated as to comply with the performance standards governing noise set forth hereinafter for the district in which such use shall be located.

**Section 8.** Existing Section 8-508 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-511. NOISE LEVEL; NUISANCE.**

Any emission of noise or earth-shaking vibration from any source in excess of the limitations established in or pursuant to this article, or Chapter 11, Article 2 of this Code, or Chapter 19 of this Code, is a public nuisance and may be subject to summary abatement procedures. Such abatement may be in addition to the administrative proceedings, fines and penalties provided in this article. The city attorney is empowered to secure the institution of legal proceedings for the abatement or prosecution of emissions of noise and earth-shaking vibrations which cause injury, detriment, nuisance or annoyance to the public or endanger the health, comfort, safety or welfare of the public or cause or have a natural tendency to cause injury or damage to public or property. Such legal proceedings may be in addition to the administrative proceedings, fines and penalties provided in this article.

**Section 9.** Existing Section 11-201 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**11-201. DISTURBING THE PEACE.**

- (a) Generally: In addition to any conduct prohibited under the provisions of Chapter 8, Article 5 of this Code, it shall be unlawful for any person to make, continue, maintain or cause to be made or continued any excessive, unnecessary, unreasonable or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.
- (b) Use of Devices: It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio receiving set, television, musical instrument, photograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto.
- (c) Permit; when required: An amplified sound permit must be obtained from the City Clerk prior to use in an "outdoor" venue.
- (d) Party/Gathering: No person shall congregate with other persons because of, participate in, or be in any party or gathering of people from which sound emanates of a sufficient volume so as to disturb the peace quiet or repose of persons residing in any residential area. No person shall visit or remain within any residential dwelling unit or within the vicinity of a residential dwelling unit wherein such party or gathering of people is taking place except persons who

have gone there for the sole purpose of abating the disturbance. A police officer may order all persons present in any group or gathering from which sound emanates, other than the owners or tenants of the dwelling unit, to immediately disperse in lieu of being charged under this section. Owners or tenants of the dwelling unit shall immediately abate the disturbance and, failing to do so, shall be in violation of this section.

**Section 10.** Existing Section 11-202 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**11-202. SAME; PRIMA FACIE VIOLATION; DEFINITIONS.**

- (a) Except as provided in subsection (b) below, it shall be prima facie evidence of a violation of this section and section 11-201 for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at the property line of the sound-source property, or for fifty (50) or more feet from the source of the sound in the case of a multiple-family dwelling, to start before or continue after the following hours:
- Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until 12:00 a.m./midnight.)
  - Weekends: 8:00 a.m. until 12:00 a.m./midnight (except Sundays, which will be until 10:00 p.m.)
- (b) Notwithstanding the provisions of subsection (a) above, all work on any property within the city that produces any noise which is plainly audible to any property other than the sound-source property, and is associated in any manner with the construction, erection, alteration, or repair of any structure on the sound-source property, shall be prima facie evidence of a violation of this section and section 11-201 above if such work occurs before or continues after the following hours:
- ~~Sunday Summer Months (May 15 through Saturday: 8:00 a.m. until 9:00 p.m. September 15):~~
    - = Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
    - = Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
    - = Federal Holidays: 8:00 a.m. until 8:00 p.m.
  - Non-Summer Months (September 16 through May 14):
    - = Monday through Sunday: 8:00 a.m. until 8:00 p.m.
- (c) To the extent any provisions regarding specific conduct set forth in Chapter 8, Article 5 of this Code, or Chapter 19 of this Code, provides for stricter or more limited hours of conduct, then such stricter or more limited provisions shall govern.
- (d) The City Council, may approve a waiver from the hours listed above if it is determined that the public good would be better served by allowing such noise to occur before or beyond the hours listed to reduce the impact on residents surrounding or visiting the sound-source property. The city administrator may also grant an administrative waiver from the above requirements in the case of urgent necessity or in the interest of public safety.

- (e) As used in sections 11-201 through 11-204, inclusive, of this Code, the following terms shall have the following meanings:
- Neighboring inhabitants shall include persons living within or occupying residential districts of single or multi-family dwellings and shall include areas where multiple-unit dwellings and high-density residential districts are located.
  - Plainly audible means capable of being heard by a person using his or her unaided hearing faculties of normal activity. It is not necessary to distinguish words or melodies to be plainly audible. Measurement standards shall be by the auditory senses, based upon direct line of sight.
  - Sound-source property means the property which is producing sound or from which sound is emanating.

**Section 11.** Existing Section 11-202 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

- 11-203. SAME; EXEMPTIONS.** Sounds emanating from the following shall be exempt from the provisions listed above:
- (a) Emergency vehicles;
  - (b) Public safety vehicles;
  - (c) Emergency activities of the fire or police department;
  - (d) Emergency activities of any utility company;
  - (e) Emergency activities of municipal maintenance vehicles and equipment;
  - (f) Municipal public works construction projects performed by or on behalf of the City;
  - (g) Special events that are sponsored by the City of Prairie Village and approved by the City Council.

**Section 12.** This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2020.

**APPROVED** by the Mayor on \_\_\_\_\_, 2020.

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Eric Mikkelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
David E. Waters, City Attorney

**ORDINANCE NO. 2427**

**AN ORDINANCE REGARDING NOISE CONTROL AND REGULATION WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS, AMENDING CHAPTER VIII (HEALTH AND WELFARE), ARTICLE 5 (NOISE AND VIBRATION CONTROL), AND CHAPTER XI (PUBLIC OFFENSES & TRAFFIC), ARTICLE 2 (LOCAL REGULATIONS) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.**

WHEREAS, the City Council of the City of Prairie Village, Kansas, finds that excessive sound is a serious hazard to the public health, safety, and welfare, and quality of life; and

WHEREAS, the citizens of the City have a right to and should be ensured of an environment free from excessive sound that may jeopardize their health, safety, or welfare, or degrade their quality of life.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section 1.** Existing Section 8-501 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-501. DEFINITIONS.** For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section. All acoustical terminology shall be that contained in ANSI S1-1 Acoustical Terminology:

- (a) ANSI -- The American National Standards Institute or its successor bodies.
- (b) ARI -- The Air Conditioning and Refrigeration Institute or its successor bodies.
- (c) ASHRAE -- The American Society of Heating, Refrigeration and Air Conditioning Engineers or its successors bodies.
- (d) ASTM -- The American Society for Testing Materials or its successor bodies.
- (e) Decibel -- A unit for measuring the volume of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, abbreviated dB.
- (f) Discrete Tone -- A soundwave whose instantaneous sound pressure varies essentially as a simple sinusoidal function of the time.
- (g) Fluctuating Noise -- A noise whose sound pressure level rises significantly but does not equal the ambient environmental level more than once during the period of observation.
- (h) Impulsive Noise -- Characterized by brief excursions of sound pressure (acoustic impulses) which significantly exceed the ambient environmental sound pressure. The duration of a single impulse is usually less than one second.
- (i) Intermittent Noise -- A noise whose sound pressure level equals the ambient environmental level two or more times during the period of observation. The period of time during which the level of the noise remains at an essentially constant value different from that of the ambient is on the order of one second or more.

- (j) IEC -- The International Electrotechnical Commission or its successor bodies.
- (k) ISO -- The International Organization for Standardization or its successor bodies.
- (l) Motor Vehicle -- Any passenger vehicle, truck, truck-trailer or semitrailer propelled or drawn by mechanical power.
- (m) Nonsteady Noise -- A noise whose level shifts significantly during the period of observation.
- (n) Period of Observation -- The time interval during which acoustical data are obtained. The period of observation is determined by the characteristics of the noise being measured and should also be at least 10 times as long as the response time of the instrumentation. The greater the variance in indicated sound level, the longer must be the observation time for a given expected accuracy of the measurement.
- (o) Plainly audible -- Capable of being heard by a person using his or her unaided hearing faculties of normal activity. It is not necessary to distinguish words or melodies to be plainly audible. Measurement standards shall be by the auditory senses, based upon direct line of sight.
- (p) SAE -- The Society of Automotive Engineers or its successor bodies.
- (q) Sound Level (Noise Level). -- For airborne sound, sound level (noise level) is a weighted sound pressure level, obtained by the use of metering characteristics and the A-weighting as specified in the reference standards. When the A-weighting is employed, it must be indicated.
- (r) The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base 10 of the ratio of the pressure of the sound to the reference sound pressure. Unless otherwise specified, the effective (rms) pressure is to be understood. The reference sound pressure is 20 uN/m<sup>2</sup>.
- (s) Sound-source property -- the property which is producing sound or from which sound is emanating
- (t) Steady Noise -- A noise whose level remains essentially constant (i.e., fluctuations are negligibly small) during the period of observation.
- (u) Zoning District -- Those districts established by Title 19 of this code.

**Section 2.** Existing Section 8-502 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-502. MUSICAL DEVICE AND STEAM WHISTLE PROHIBITIONS.**

- (a) No person shall use or perform any hand organ or other musical instrument or device, for pay or in expectation of payment, in any expectation of payment, in any public way or public place of the city before 9:00 a.m. or after 9:00 p.m. of any day. This restriction shall not apply to special events that are sponsored by the City of Prairie Village and approved by the City Council.
- (b) No person shall blow or cause to be blown, within the city the steam whistle of any stationary steam plant as a signal for commencing or



suspending work or for any other purpose. This section shall not be construed as forbidding the use of steam whistles as alarm signals in case of fire, collision or other imminent danger.

**Section 3.** Existing Section 8-503 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-503. BUILDING USE DISTURBING PEACE PROHIBITED.**

- (a) No person owning or in possession or control of any building or premises shall use the same, permit the use of the same or rent the same to be used for any business or employment or residential nature, disturb or destroy the peace of the neighborhood in which such building or premises is situated or be dangerous or detrimental to health.
- (b) Except as provided in subsection (c) below, it shall be prima facie evidence of a violation of this section 8-503 for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at the property line of the sound-source property, or for fifty (50) or more feet from the source of the sound in the case of a multiple-family dwelling, to start before or continue after the following hours:
  - Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until 12:00 a.m./midnight.)
  - Weekends: 8:00 a.m. until 12:00 a.m./midnight (except Sundays, which will be until 10:00 p.m.)
- (c) Notwithstanding the provisions of subsection (b) above, all work on any property within the city that produces any noise which is plainly audible to any property other than the sound-source property, and is associated in any manner with the construction, erection, alteration, or repair of any structure on the sound-source property, shall be prima facie evidence of a violation of this section 8-503 if such work occurs before or continues after the following hours:
  - Summer Months (May 15 through September 15):
    - ▬ Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
    - ▬ Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
    - ▬ Federal Holidays: 8:00 a.m. until 8:00 p.m.
  - Non-Summer Months (September 16 through May 14):
    - Monday through Sunday: 8:00 a.m. until 8:00 p.m.

**Section 4.** Existing Section 8-504 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-504. MECHANICAL APPARATUS USE RESTRICTIONS.** It is unlawful

for any person to use any pile driver, shovel, hammer derrick, hoist tractor, roller or any other equipment or vehicles operated by fuel or electric power in building or construction operations, to start before or continue after the following hours:

- Sunday through Saturday: 8:00 a.m. until 9:00 p.m.

**Section 5.** Existing Section 8-505 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-505. EXCEPTIONS AND EXEMPTIONS.**

- (a) To the extent any provisions regarding specific conduct set forth in Chapter 11, Article 2 of this Code, or Chapter 19 of this Code, provides for stricter or more limited hours of conduct, then such stricter or more limited provisions shall govern.
- (b) The City Council, may approve a waiver from the hours listed in sections 8-502 through 8-504 above if it is determined that the public good would be better served by allowing such noise to occur before or beyond the hours listed to reduce the impact on residents surrounding or visiting the sound-source property. The city administrator may also grant an administrative waiver from the above requirements in the case of urgent necessity or in the interest of public safety.
- (c) Sounds emanating from the following shall be exempt from the provisions listed above:
  - (i) Emergency vehicles;
  - (ii) Public safety vehicles;
  - (iii) Emergency activities of the fire or police department;
  - (iv) Emergency activities of any utility company;
  - (v) Emergency activities of municipal maintenance vehicles and equipment;
  - (vi) Municipal public works construction projects performed by or on behalf of the City.

**Section 6.** Existing Section 8-506 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-506. MOTOR VEHICLES; MOTOR OPERATION RESTRICTIONS.**

- (a) It is unlawful for any person to operate any motor of a motor vehicle of a weight in excess of four tons (8,000 pounds) for a consecutive period longer than two (2) minutes while such vehicle is standing on private property and located within 150 feet of property zoned and used for residential purposes except where such vehicle is standing within a completely enclosed structure.
- (b) This section shall not apply to buses operated for the transportation of passengers while standing in established bus turnarounds, bus terminals, bus parking lots and bus storage yards.
- (c) This section shall further not apply to:
  - (i) Emergency vehicles;
  - (ii) Public safety vehicles;
  - (iii) Emergency activities of the fire or police department;
  - (iv) Emergency activities of any utility company;
  - (v) Emergency activities of municipal maintenance vehicles and equipment.

**Section 7.** Existing Section 8-508 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-508. RESIDENTIAL DISTRICTS; GENERAL REGULATION.**

Any property use established in a zoning district as defined and designated under the provisions of Chapter 19 of this Code shall be so operated as to comply with the performance standards governing noise set forth hereinafter for the district in which such use shall be located.

**Section 8.** Existing Section 8-508 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**8-511. NOISE LEVEL; NUISANCE.** Any emission of noise or earth-shaking vibration from any source in excess of the limitations established in or pursuant to this article, or Chapter 11, Article 2 of this Code, or Chapter 19 of this Code, is a public nuisance and may be subject to summary abatement procedures. Such abatement may be in addition to the administrative proceedings, fines and penalties provided in this article. The city attorney is empowered to secure the institution of legal proceedings for the abatement or prosecution of emissions of noise and earth-shaking vibrations which cause injury, detriment, nuisance or annoyance to the public or endanger the health, comfort, safety or welfare of the public or cause or have a natural tendency to cause injury or damage to public or property. Such legal proceedings may be in addition to the administrative proceedings, fines and penalties provided in this article.

**Section 9.** Existing Section 11-201 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**11-201. DISTURBING THE PEACE.**

- (a) Generally: In addition to any conduct prohibited under the provisions of Chapter 8, Article 5 of this Code, it shall be unlawful for any person to make, continue, maintain or cause to be made or continued any excessive, unnecessary, unreasonable or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the city.
- (b) Use of Devices: It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio receiving set, television, musical instrument, photograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto.
- (c) Permit; when required: An amplified sound permit must be obtained from the City Clerk prior to use in an "outdoor" venue.
- (d) Party/Gathering: No person shall congregate with other persons because of, participate in, or be in any party or gathering of people from which sound emanates of a sufficient volume so as to disturb the peace quiet or repose of persons residing in any residential area. No person shall visit or remain within any residential dwelling unit or within the vicinity of a residential dwelling unit wherein such party or gathering of people is taking place except persons who

have gone there for the sole purpose of abating the disturbance. A police officer may order all persons present in any group or gathering from which sound emanates, other than the owners or tenants of the dwelling unit, to immediately disperse in lieu of being charged under this section. Owners or tenants of the dwelling unit shall immediately abate the disturbance and, failing to do so, shall be in violation of this section.

**Section 10.** Existing Section 11-202 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**11-202. SAME; PRIMA FACIE VIOLATION; DEFINITIONS.**

- (a) Except as provided in subsection (b) below, it shall be prima facie evidence of a violation of this section and section 11-201 for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at the property line of the sound-source property, or for fifty (50) or more feet from the source of the sound in the case of a multiple-family dwelling, to start before or continue after the following hours:
- Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until 12:00 a.m./midnight.)
  - Weekends: 8:00 a.m. until 12:00 a.m./midnight (except Sundays, which will be until 10:00 p.m.)
- (b) Notwithstanding the provisions of subsection (a) above, all work on any property within the city that produces any noise which is plainly audible to any property other than the sound-source property, and is associated in any manner with the construction, erection, alteration, or repair of any structure on the sound-source property, shall be prima facie evidence of a violation of this section and section 11-201 above if such work occurs before or continues after the following hours:
- Summer Months (May 15 through September 15):
    - ≡ Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
    - ≡ Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
    - ≡ Federal Holidays: 8:00 a.m. until 8:00 p.m.
  - Non-Summer Months (September 16 through May 14):
    - Monday through Sunday: 8:00 a.m. until 8:00 p.m.
- (c) To the extent any provisions regarding specific conduct set forth in Chapter 8, Article 5 of this Code, or Chapter 19 of this Code, provides for stricter or more limited hours of conduct, then such stricter or more limited provisions shall govern.
- (d) The City Council, may approve a waiver from the hours listed above if it is determined that the public good would be better served by allowing such noise to occur before or beyond the hours listed to reduce the impact on residents surrounding or visiting the sound-source property. The city administrator may also grant an administrative waiver from the above requirements in the case of urgent necessity or in the interest of public safety.
- (e) As used in sections 11-201 through 11-204, inclusive, of this Code,

the following terms shall have the following meanings:

- Neighboring inhabitants shall include persons living within or occupying residential districts of single or multi-family dwellings and shall include areas where multiple-unit dwellings and high-density residential districts are located.
- Plainly audible means capable of being heard by a person using his or her unaided hearing faculties of normal activity. It is not necessary to distinguish words or melodies to be plainly audible. Measurement standards shall be by the auditory senses, based upon direct line of sight.
- Sound-source property means the property which is producing sound or from which sound is emanating.

**Section 11.** Existing Section 11-202 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and replaced with/amended to read as follows:

**11-203. SAME; EXEMPTIONS.** Sounds emanating from the following shall be exempt from the provisions listed above:

- (a) Emergency vehicles;
- (b) Public safety vehicles;
- (c) Emergency activities of the fire or police department;
- (d) Emergency activities of any utility company;
- (e) Emergency activities of municipal maintenance vehicles and equipment;
- (f) Municipal public works construction projects performed by or on behalf of the City;
- (g) Special events that are sponsored by the City of Prairie Village and approved by the City Council.

**Section 12.** This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2020.

**APPROVED** by the Mayor on \_\_\_\_\_, 2020.

**CITY OF PRAIRIE VILLAGE, KANSAS**

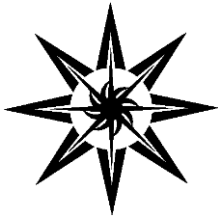
\_\_\_\_\_  
Eric Mikkelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
David E. Waters, City Attorney



**COU2020-40: Memorandums of Understanding with Compost Collective KC and Food Cycle KC for curbside compost collection in Prairie Village**

---

**RECOMMENDATION**

Make a motion to approve COU2020-40, authorizing the Mayor to execute Memorandums of Understanding with Compost Collective KC and Food Cycle KC.

**BACKGROUND**

During the 2021 budget discussions at the June 15 Council meeting, the Council decided to not move forward with a citywide program for curbside compost and glass collection that would be assessed through the solid waste assessment fee on property taxes. Instead, the Council directed staff to move forward with Option 1, which was to keep the solid waste services offered by the City the same in 2021 and move forward with negotiating discounted rates for residents to purchase these services directly in exchange for the City helping to promote the programs.

Staff negotiated a 30% discount on the standard rates charged by two vendors who provide composting services. The discounted rates for residential customers are as follows:

<b>Vendor</b>	<b>Monthly Fee Weekly Compost Collection</b>	<b>Monthly Fee Bi-Weekly Compost Collection Fee</b>	<b>One-Time Deposit</b>	<b>Monthly Fee Glass Collection</b>
Compost Collective KC	\$ 21.00	\$ 14.00	\$ 10.00	n/a
Food Cycle KC	\$ 17.50	\$ 10.50	\$ 5.00	\$ 3.50

Food Cycle KC also provides commercial compost collection, and has agreed to offer a 20% discount to all commercial customers in Prairie Village. Commercial rates vary based on individual businesses and are determined after the vendor conducts a free waste audit.

Memorandums of understanding with each of these vendors are attached for the Council’s review. Both vendors will be present at the meeting to give a brief presentation of the services that they provide. If the MOU’s are approved by the Council, staff will begin promoting the services offered by each vendor via our website, social media, and newsletter.

**ATTACHMENTS**

Memorandum of Understanding with Compost Collective KC for residential compost collection services  
Memorandum of Understanding with Food Cycle KC for residential and commercial compost and glass collection services

**PREPARED BY**

Jamie Robichaud  
Deputy City Administrator  
Date: August 28, 2020

## **CURBSIDE COMPOST COLLECTION IN PRAIRIE VILLAGE MEMORANDUM OF UNDERSTANDING**

The City of Prairie Village, Kansas ("City" or "Prairie Village") is interested in partnering with area organizations who can provide curbside compost collection services to Prairie Village residents.

The following is intended to reflect the understanding of the service that will be provided by Compost Collective KC, LLC, a Missouri limited liability company ("Compost Collective KC") to customers who are residents of Prairie Village beginning in September 2020 through December 31, 2021:

1. Name and address of location: all residential households in Prairie Village city limits
2. Type of program: Curbside compost collection
3. The City agrees to make information available to its residents on the services of Compost Collective KC for curbside compost collection through existing City communications, including, but not limited to, the City newsletter, website, and City social media pages.
4. This is a voluntary program. If a resident chooses to contract with Compost Collective KC for curbside compost collection, the contract (defined as the resident signing up and paying on the Compost Collective KC website) is between Compost Collective KC and the resident. The individual contract is not between Compost Collective KC and the City of Prairie Village.
5. For residents who sign up directly with Compost Collective KC by the end of 2021 and any existing Compost Collective KC customers who are residents of Prairie Village, Compost Collective KC will offer a discounted rate of \$21 per month for weekly compost collection and \$14 per month for bi-weekly compost collection. A one-time sign-up fee of \$10 will also be required. This rate will remain the same throughout the duration of the resident's subscription unless Compost Collective KC lowers its standard rates below the discounted rate outlined above, at which time all Prairie Village customers will be granted the lowest rate available.
6. Compost Collective KC agrees to collect all food scraps and food-soiled paper products, to include meat, poultry, fish, shellfish & bones, egg & dairy products, table scrapes & plate scraping, fruit & vegetables, bread, dough, pasta, grains, coffee grounds, filters, tea bags, kitchen paper towels, pizza delivery boxes, uncoated paper take-out containers, paper napkins, and uncoated paper cups and plates. All collected materials will be taken to an authorized facility licensed to accept food waste and compostable materials.
7. Compost Collective KC agrees to adhere to all requirements of the Prairie Village Municipal Code, including maintaining an active Solid Waste Hauler License and approved permits for all vehicles operating within the City limits, per 15-207 of the Prairie Village Municipal Code. Compost Collective KC recognizes that the Hauler License must be renewed with the City each year.
8. Compost Collective KC will maintain active General Commercial Liability Insurance and Automobile Liability Insurance as required in Chapter 15 of the Prairie Village Municipal Code for as long as business is conducted within the City limits of Prairie Village.

9. To protect the City against any claim that the City is a party to the contract between a customer who is a Prairie Village resident and Compost Collective KC, and therefore liable for any damages arising out of Compost Collective KC's provision of compost collection service, Compost Collective KC will indemnify and hold the City, its agents, and employees harmless from and against all claims, loss, costs and damages, including but not limited to attorneys' fees, involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but only to the extent caused in whole or in part by the negligent acts or omissions of Compost Collective KC or person or entities for whose acts Compost Collective KC may be liable.
10. It is further understood by Compost Collective KC and the City that this Memorandum of Understanding does not constitute a contract between Compost Collective KC and the City for compost collection services, nor does it create a joint venture, partnership, association, or any other contractual relationship between the City and Compost Collective KC for said purpose. Both parties also affirm that the City is not an intended or unintended third-party beneficiary of any contract created between Compost Collective KC and a resident of Prairie Village that voluntarily decides to utilize compost pick up services provided by Compost Collective KC.

**PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.**

\_\_\_\_\_  
Mayor Eric Mikkelson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam Geffert, City Clerk

\_\_\_\_\_  
David E. Waters, City Attorney

I hereby confirm that the above reflects the understanding between the City and Compost Collective KC regarding the curbside collection services to be provided to residents of Prairie Village by Compost Collective KC.

\_\_\_\_\_  
Meredith McAllister, Owner of Compost Collective KC, LLC

\_\_\_\_\_  
Date



## **CURBSIDE COMPOST AND GLASS COLLECTION IN PRAIRIE VILLAGE MEMORANDUM OF UNDERSTANDING**

The City of Prairie Village, Kansas ("City" or "Prairie Village") is interested in partnering with area organizations who can provide curbside compost and glass collection services to Prairie Village residents.

The following is intended to reflect the understanding of the service that will be provided by Food Cycle KC LLC, a Kansas limited liability company ("Food Cycle KC") to customers who are residents of Prairie Village beginning in September 2020 through December 31, 2021:

1. Name and address of location: all residential households in Prairie Village city limits
2. Type of program: Curbside compost and glass collection
3. The City agrees to make information available to its residents on the services provided by Food Cycle KC for curbside compost collection through existing City communications, including, but not limited to, the City newsletter, website, and City social media pages.
4. This is a voluntary program. If a resident chooses to contract with Food Cycle KC for curbside compost collection, the contract (defined as the resident signing up and paying on the Food Cycle KC website) is between Food Cycle KC and the resident. The individual contract is not between Food Cycle KC and the City of Prairie Village.
5. For residents who sign up directly with Food Cycle KC by the end of 2021 and any existing Food Cycle KC customers who are residents of Prairie Village, Food Cycle KC will offer a discounted rate of \$17.50 per month for weekly compost collection and \$10.50 per month for bi-weekly compost collection. Glass recycling collection can be added as an additional service provided to Prairie Village customers at a rate of \$3.50 per month. A one-time sign-up fee of \$5 will also be required. This rate will remain the same throughout the duration of the resident's subscription unless Food Cycle KC lowers its standard rates below the discounted rate outlined above, at which time all Prairie Village customers will be granted the lowest rate available.
6. Food Cycle KC agrees to collect all food scraps and food-soiled paper products, to include meat, poultry, fish, shellfish & bones, egg & dairy products, table scrapes & plate scraping, fruit & vegetables, bread, dough, pasta, grains, coffee grounds, filters, tea bags, kitchen paper towels, pizza delivery boxes, uncoated paper take-out containers, paper napkins, and uncoated paper cups and plates. All collected materials will be taken to an authorized facility licensed to accept food waste and compostable materials.
7. Food Cycle KC agrees to collect all acceptable glass materials in one household tote for Prairie Village customers who sign up for glass recycling as an add-on service to their curbside compost service. All collected materials will be taken to a Ripple Glass or similar drop-off facility.
8. Food Cycle KC agrees to adhere to all requirements of the Prairie Village Municipal Code, including maintaining an active Solid Waste Hauler License and approved permits for all vehicles operating within the City limits, per 15-207 of the Prairie Village Municipal Code. Food Cycle KC recognizes that the Hauler License must be renewed with the City each year.

9. Food Cycle KC will maintain active General Commercial Liability Insurance and Automobile Liability Insurance as required in Chapter 15 of the Prairie Village Municipal Code for as long as business is conducted within the City limits of Prairie Village.
10. To protect the City against any claim that the City is a party to the contract between a customer who is a Prairie Village resident and Food Cycle KC, and therefore liable for any damages arising out of Food Cycle KC's provision of compost collection service, Food Cycle KC will indemnify and hold the City, its agents, and employees harmless from and against all claims, loss, costs and damages, including but not limited to attorneys' fees, involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but only to the extent caused in whole or in part by the negligent acts or omissions of Food Cycle KC or person or entities for whose acts Food Cycle KC may be liable.
11. It is further understood by Food Cycle KC and the City that this Memorandum of Understanding does not constitute a contract between Food Cycle KC and the City for compost collection services, nor does it create a joint venture, partnership, association, or any other contractual relationship between the City and Food Cycle KC for said purpose. Both parties also affirm that the City is not an intended or unintended third-party beneficiary of any contract created between Food Cycle KC and a resident of Prairie Village that voluntarily decides to utilize compost pick up services provided by Food Cycle KC.

**PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.**

\_\_\_\_\_  
Mayor Eric Mikkelson

**ATTEST:**

**APPROVED AS TO FORM:**

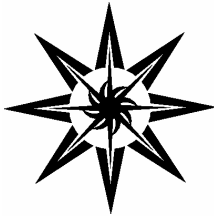
\_\_\_\_\_  
Adam Geffert, City Clerk

\_\_\_\_\_  
David E. Waters, City Attorney

I hereby confirm that the above reflects the understanding between the City and Food Cycle KC regarding the curbside collection services to be provided to residents of Prairie Village by Food Cycle KC.

\_\_\_\_\_  
Food Cycle KC LLC Authorized Representative

\_\_\_\_\_  
Date



**PUBLIC WORKS DEPARTMENT**

City Council Date: September 8, 2020

**COU2020-41: APPROVE PROJECT DRAIN19X - 71<sup>ST</sup> STREET RCB REPLACEMENT CONTRACT WITH INFRASTRUCTURE SOLUTIONS, LLC**

---

**RECOMMENDATION**

Move to authorize the Mayor to sign the construction contract with Infrastructure Solutions, LLC in the amount of \$433,800.00 along with change order authorization up to \$30,000 for Project Drain19X - 71<sup>st</sup> Street RCB Replacement construction.

**BACKGROUND**

This project includes replacement of the culvert under 71<sup>st</sup> Street east of Mission Road. The culvert is in poor condition and the existing stone headwalls behind the curbs are failing. Replacement of the culvert will also allow for improved sidewalk conditions.

On August 28, 2020 the City Clerk opened bids for the project. Five bids were received with Infrastructure Solutions, LLC as the lowest responsible bidder.

Infrastructure Solutions, LLC	\$ 433,800.00
Mega KC	\$ 438,082.50
Pyramid	\$ 463,211.00
VF Anderson Builders	\$ 495,988.00
Gunter	\$ 529,961.90
Engineer's Estimate	\$ 459,444.00

The Engineer has reviewed all bids and has recommended award of the low bid.

**FUNDING SOURCE**

Funds are available in the CIP under Drainage Repair Program. The project received system renewal funding from the Johnson County Stormwater Management Program, commonly referred to as SMAC funding.

Program Funding Breakout

Johnson County SMP Funding	\$ 144,985
Drain19X Program	\$ 200,000
Drain 20X Program	\$ 130,000
Total	\$ 474,985

**ATTACHMENTS**

Construction Agreement with Infrastructure Solutions, LLC

**PREPARED BY**

Cliff Speegle, Project Manager

September 1, 2020

**CONSTRUCTION AGREEMENT**



**DRAIN 19X  
71ST STREET RCB REPLACEMENT**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

***INFRASTRUCTURE SOLUTIONS LLC***

CONSTRUCTION CONTRACT  
FOR  
DRAINX19 | 71ST STREET RCB REPLACEMENT

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
INFRASTRUCTURE SOLUTIONS LLC

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and INFRASTRUCTURE SOLUTIONS LLC hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 71ST STREET RCB REPLACEMENT, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PROJECT MANAGER** shall mean the person appointed by the Public Works Director for this Contract.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. ENTIRE AGREEMENT:**

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

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

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

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of Four Hundred and Thirty Three Thousand and Eight Hundred DOLLARS (\$ 433,800.00 ) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

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

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

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

## 6. PROJECT MANAGER

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

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

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

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

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

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications

stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

## 7. **WORK SCHEDULE:**

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments.**" A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

## **8. DELAYS AND EXTENSIONS OF TIME**

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.



8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

## 9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

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

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

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

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## 10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or

any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## 11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**12. COMPLETION AND FINAL PAYMENT**

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

**13. CLAIMS BY THE CONTRACTOR**

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

- Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.
- 13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

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

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in



limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -

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

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

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

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

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

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

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

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

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise

(including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

## 18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
  - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
  - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity,

disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

- D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
  - E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
  - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
  - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

## 19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

## 20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such

contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

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

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for

all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

## **22. MISCELLANEOUS:**

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.



- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

Infrastructure Solutions LLC

(typed company name)

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

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

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

\_\_\_\_\_

(typed telephone number)

\_\_\_\_\_

(date of execution)

\_\_\_\_\_

(date of execution)

SEAL

ATTEST:

APPROVED BY:

\_\_\_\_\_  
City Clerk, Adam Geffert

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

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



## ENVIRONMENTAL COMMITTEE

Council Committee: September 8, 2020

**Discussion related to participation in the Climate Mayors Network, purchase of Dynamhex carbon emissions tracking software, and future development of a Climate Action Plan**

---

### **RECOMMENDATION**

The Environmental Committee recommends the City Council move forward with a commitment to the Climate Mayors Network and the Paris Climate Agreement. To achieve the goals of the agreement, the Committee recommends the purchase of the Dynamhex carbon emissions tracking and the future development of a Climate Action Plan in accordance with the Climate Action KC Playbook.

### **SUGGESTED MOTIONS**

Direct staff to move forward with a resolution in support of the Climate Mayors Network and the Paris Climate Agreement, to be approved at a future meeting.

Direct staff to draft an agreement with Dynamhex for carbon emissions tracking software, to be approved at a future meeting.

Direct staff to schedule further discussion related to the development of a Climate Action Plan in accordance with the Climate Action KC Playbook at a future meeting.

### **BACKGROUND**

Mayor Mikkelson asked the Environmental Committee to revisit the possibility of joining the Climate Mayors Network. The City Council previously considered joining the network in 2017 under previous leadership and opted not to participate.

Climate Mayors is a Mayor-to-Mayor network of US Mayors collaborating on climate. There are no binding commitments as a Climate Mayors member, only that cities are pursuing actions to achieve an emissions reduction target through:

1. Developing a community Greenhouse Gas (GHG) inventory
2. Setting near- and long-term targets to reduce emissions
3. Developing a Climate Action Plan aligned with the city's targets.

In addition, members of the Climate Mayors network are asked to participate in occasional letters, statements, and coordination calls.

The Environmental Committee recommends achieving goals one and two above by purchasing carbon emission tracking services from Dynamhex to establish a baseline for city-wide emissions, including individual residential and commercial properties. Based on the information gathered, Dynamhex will offer personalized solutions to

reduce emissions. Members of the community will be able to access and use this tool to examine emissions within their own homes and invest in energy upgrades. Dynamhex will be present at the City Council meeting to share more information about their software.

Additionally, goal three could be met by expanding upon the Climate Action KC playbook as presented at the City Council work session in February 2020. The playbook can be a guiding document, with other elements included, to develop a Prairie Village climate action plan. This discussion would take place at a later date, following the establishment of a baseline accounting of city-wide emissions.

#### **ATTACHMENTS**

Sample Council Resolution in support of the Paris Agreement  
Dynamhex presentation and budget  
Climate Action KC Playbook

#### **PREPARED BY**

Meghan Buum  
Assistant City Administrator

Date: September 1, 2020

## Template Council Resolution

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF XXXXXX IN SUPPORT OF THE PARIS AGREEMENT

WHEREAS, consensus exists among the world's leading climate scientists that global warming caused by emissions of greenhouse gases from human activities is among the most significant problems facing the world today; and

WHEREAS, documented impacts of global warming include but are not limited to increased occurrences of extreme weather events (e.g. droughts and floods), adverse impacts on ecosystems, demographic patterns and economic value chains; and

WHEREAS, responding to the climate change provides communities an opportunity to access first mover advantage in the range of products, services and know-how that transitioning to a climate-compatible future brings; and

WHEREAS, the Paris Agreement resulted in a commitment from almost every nation to take action and enact programs to limit global temperature increase to less than 2 degrees Celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF XXXXX:

Indicates its commitment to reducing GHG emissions through an implementation of a Climate Action Plan; and

Joins other US cities in the Climate Mayors network in adopting and supporting the goals of the Paris Agreement; and

Commits to exploring the potential benefits and costs of adopting policies and programs that promote the long-term goal of GHG emissions reduction while maximizing economic and social co-benefits of such action.

City of Prairie Village, KS



Dynamhex™



@dynamhex | [dynamhx.io](https://dynamhx.io)

# Climate change mitigation is complex

## Transportation

- Traffic intensity and activity
- Fuel economy
- Alternative fuel infrastructure / EVs
- Biking and walking

*Gals, therms, gge, VMT*  
*Regional planning org.*

## Buildings

- Building types & codes
- Envelope design
- Occupancy levels
- End-use system & equipment, time-of-use
- On-site fuel, solar

*kBTU/sq. ft.*  
*Cities and counties*

## Power and utility

- Fuel mixes (purchased RE/integration)
- Capacity, Demand flexibility
- Boiler efficiencies, T&D losses

*mm BTU, MW, MWh*  
*States*

## Environmental scientist(s)

- Emissions factors, GWP
- Multi-GHG assessment of emissions (CH<sub>4</sub>, N<sub>2</sub>O, CO<sub>2</sub>, CF<sub>4</sub>, SF<sub>6</sub>)
- Community resilience

*MT CO<sub>2</sub>e (Scope 1, 2 and 3)*  
*Technical consultants*

## Financial analyses

- Cost-benefit analysis
- Monetary savings
- Economic damages
- Job creation
- Scenario planning

*Investments, savings (\$, y, r%)*  
*Municipal advisors + vendors*

## Engagement & implementation

- Stakeholders involvement + targeted outreach
- Hierarchical impact assessment
- By blocks, zip-code + parcel/tax-lot
- GIS and data-specialists

*Assets, entities, individuals*  
*Community groups + data scientists*

# Simplify sustainability

## Visualize complex emission sources

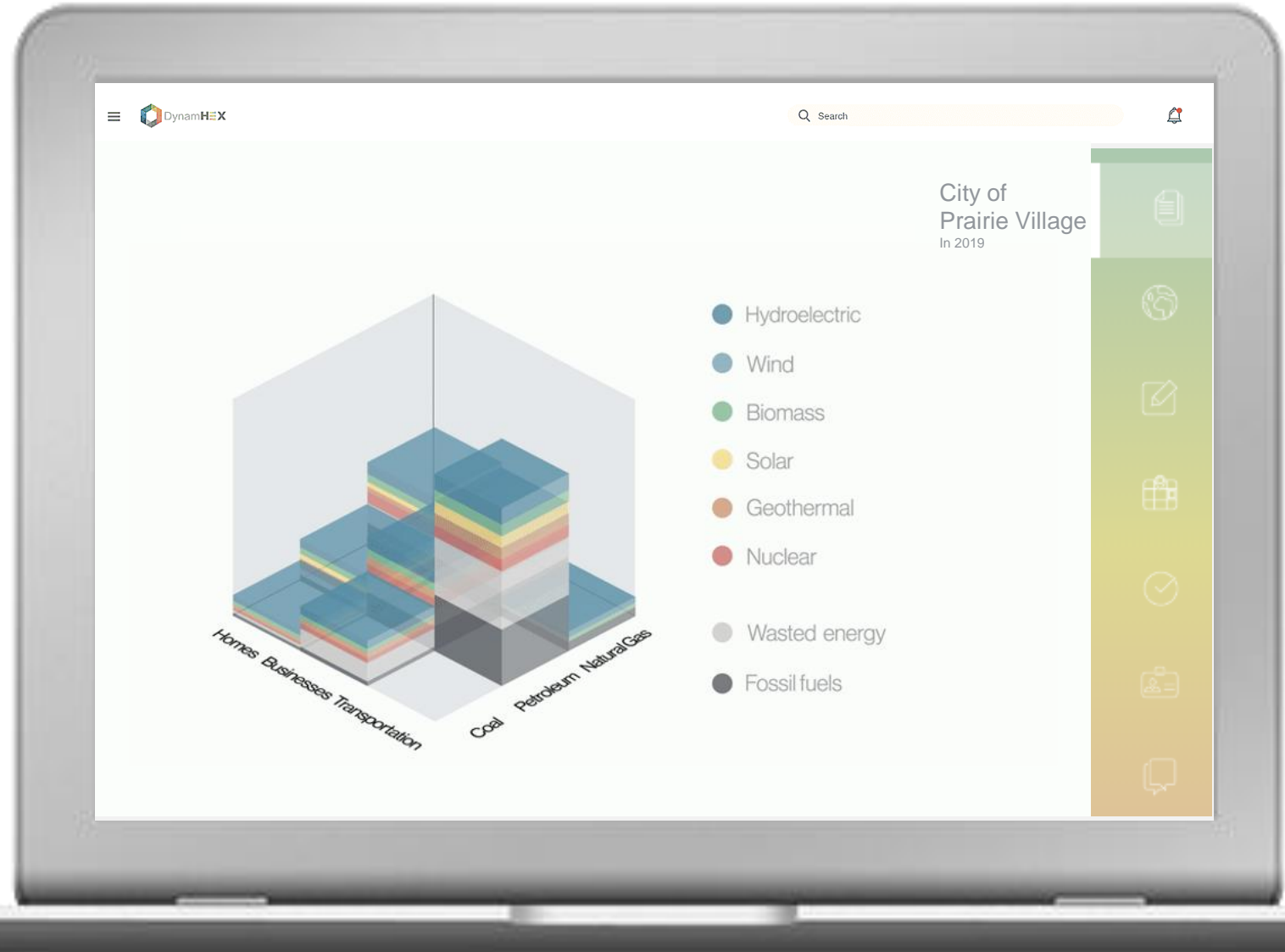
- Boils down city footprint into a single visual:
  - Fossil fuels use mitigation opportunity
  - Improve efficiencies in energy delivery

## Evaluate low-carbon solutions

- Switch from fossil-fuels and electrify
- Adopt more renewables at grid and on-site

What does  
clean PV mean?

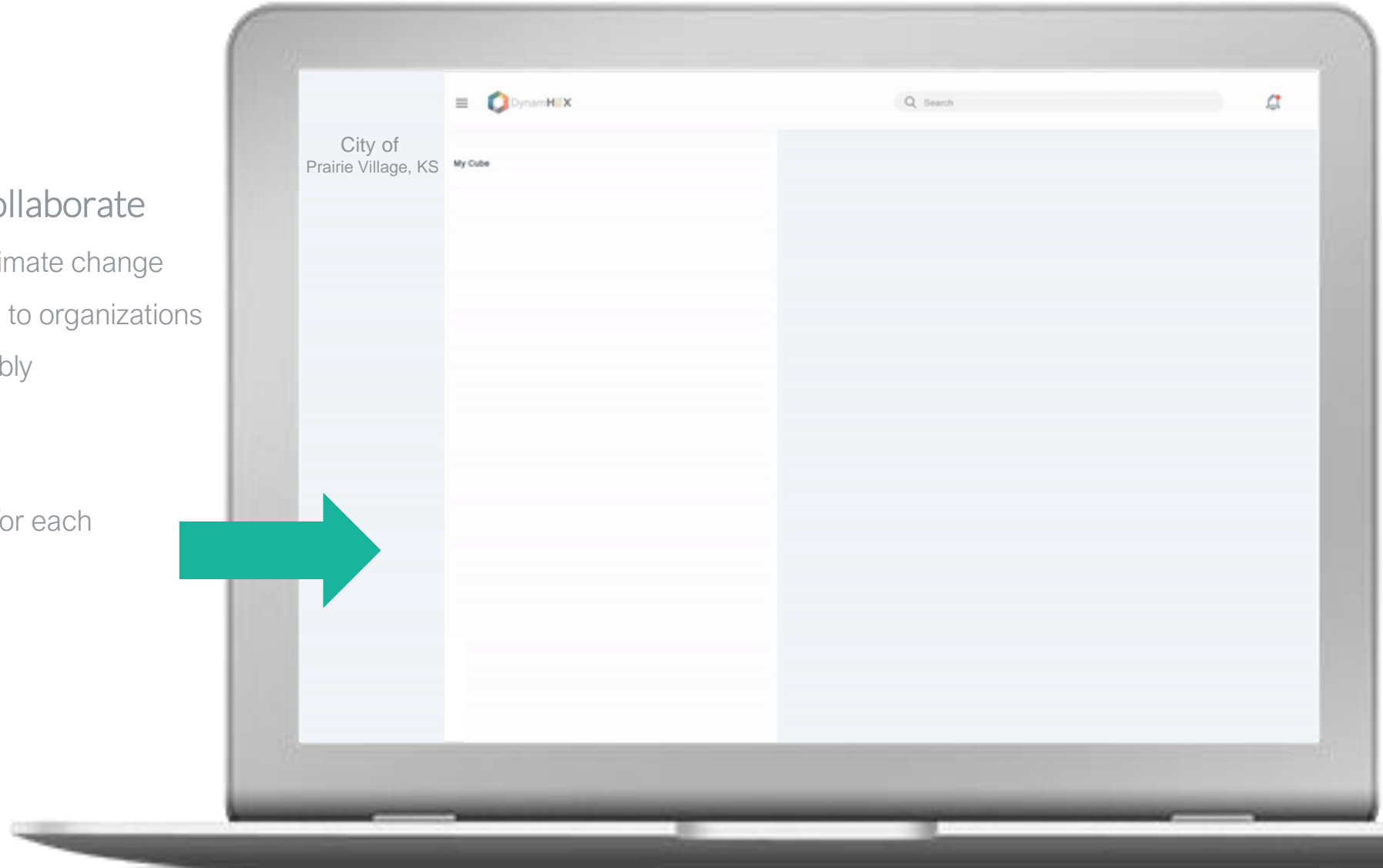
Colored city visual





# Engage sustainably

- City and her stakeholders collaborate
  - Help communities mitigate climate change
    - From individual citizens to organizations
    - Work with utilities tangibly
  
- Show and measure impacts for each action or strategy



Welcome back

City of Prairie  
Village, KS

My Cube ▾

🔗 asdtsfghj

CURRENT

FUTURE

# Where you are

Existing city asset footprint and inventory

Globally ▾

2.52 X10<sup>-8</sup>%  
IMPACT

8.23 X10<sup>-4</sup>  
REGIONAL IMPACT

OFFSET TO ZERO!

## My Targets

Building ▾

14%  
RENEWABLES

18%  
EFFICIENCY

# Where you want to be

Meet Paris Accord and Metro KC Coalition targets

## My Options

Price ▾

Reduction ▾



ATP -MD

Regional biomass for cost-competitive bio-products, like multi-use-biochar

\$25 per lb      3%

PURCHASE



Neighborhood Sun

Locally produced, affordable clean energy without equipment installation or upfront fees

\$0.10 per kWh      7%

PURCHASE

Active Charge, Ltd

ACTIVEcharge

Harvest wasted vibrational + kinematic energy for use in wind powered turbines

\$20 per kWh      4%

PURCHASE



Ion Storage Systems

Safe, high-performance solid-state batteries with breakthrough performance

\$25 per kWh      35%

PURCHASE



A.F. Mensah

Community solar + battery technology systems managed with software

\$0.11 per kWh      5%

PURCHASE

# How to get there

Cost-effective solutions and engaging impactful climate actions

## City of Roeland Park, KS

# 56,214

mt CO<sub>2</sub>e

### Commercial buildings

2019

Petroleum (fuel oil)	US gal	1,232
Natural gas	M MCF	32,451
Electricity	MWh	18,934

25%

### Industrial facilities

2019

Petroleum (fuel oil)	US gal	2,308
Natural gas	M MCF	15,182
Electricity	MWh	1,260

3%

### Residential buildings

2019

Petroleum (fuel oil)	US gal	1,712
Natural gas	M MCF	198,342
Electricity	MWh	30,559

54%

### Transportation

2019

Aviation	US gal (jet fuel, aviation gasoline)	442,133
Railway	US gal (diesel fuel and electricity)	2,314
Waterborne	US gal (motor gasoline and diesel)	136
On-road	US gal (motor gasoline and diesel)	992800

19%

Preliminary data based on Dynamhcx proprietary model on city-wide greenhouse gas emissions (as of 11/2018). For methodology, see

Renewable sources of energy, such as onsite solar or biofuels are not shown in above estimates due to negligible emissions factors.

SPNO (SPP North) aggregates used for regional power and heat footprinting

Transportation intensity is shown in aggregates for on-road vehicles

Non-energy based emissions (steam, waste, etc.) not shown

# Our capabilities

Saving time and resources



## Collect data

1

**\$25,000 - \$80,000** (KC-KS MSA average)  
 - 5 different economic sectors  
 - 8 months

## Review plan

2

Analyze options and scenarios  
 - Static and not actionable  
 - Gets outdated the year it is completed  
 - **Additional funds**

## Implement

3

PDF report not relevant to community members  
 - **Lack of bottom-up engagement**  
 - **Years to monitor and get to goal**

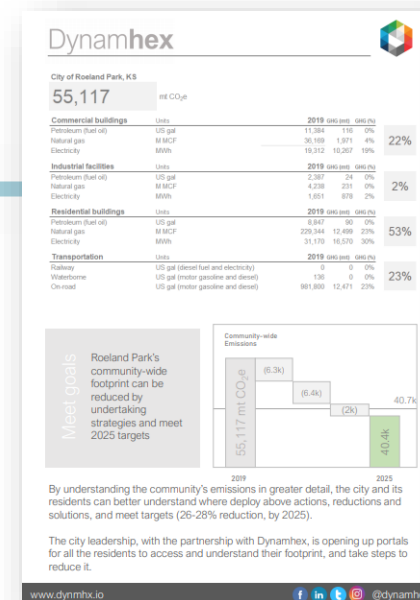
Our approach

1

**\$12,000** (Roeland Park)  
 - 45 days from contract to data  
 - Estimated city-owned assets + community  
 - Used to draft City Ordinance

2

**Included** (Roeland Park)  
 - 90 days to deploy dynamic strategies  
 - Guarantee better monitoring (year on year)



**RESOLUTION NO. 6XX**  
**A RESOLUTION ADOPTING A GOAL TO REDUCE CARBON EMISSIONS CITY-WIDE BY 28% BY 2025 FOR THE CITY OF ROELAND PARK**

WHEREAS, the City of Roeland Park has a duty to promote the public health, safety, and welfare of its residents, including access to clean air, clean water, and a livable environment; and

WHEREAS, energy resources we use as a local government and community significantly impact public health, safety, and welfare including the economic and social well-being of current and future residents; and

WHEREAS, there is unequivocal scientific consensus that human activity is significantly responsible for the continuing acceleration of a warming global climate; and

WHEREAS, in order to effect change and reduce harmful greenhouse gases that deteriorate the atmosphere and contribute to global warming, the City leadership needs to lead at the local level and make a commitment to reduce carbon emissions; and

WHEREAS, the City recently contracted to use a carbon emissions tracking software Dynamhcx to measure and track its progress toward emissions reduction; and

WHEREAS, Dynamhcx determined the total carbon emissions city-wide as of 2019 were 55,117 metric tons of greenhouse gases; and

WHEREAS, the Paris Climate Agreement goals state that communities should strive to reduce carbon emissions by 28% by 2025; and

WHEREAS, Roeland Park residents and businesses will be able to use the Dynamhcx tool to measure their own personal carbon footprint and get recommendations on how they can make their homes or businesses more sustainable; and

WHEREAS, the Climate Action KC Playbook provides focused actions that local governments can take to mitigate its environmental impact through its approach to procurement, fleet, energy consumption and more; and

WHEREAS, it is the goal of the Roeland Park Governing Body and the City's Sustainability Committee to lead by example and set a goal to reduce emissions to the extent possible locally; now

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, AS FOLLOWS:**

**Section 1.** To adopt the goal to reduce carbon emissions city-wide by 28% by 2025.

**Section 2.** The Governing Body will take steps to achieve this goal through the implementation of strategies as suggested in the Climate Action KC Playbook and Dynamhcx.

**PASSED BY THE Governing Body of the City on May 18, 2020 and APPROVED AND SIGNED BY THE Mayor.**

(SEAL)

Mike Kelly, Mayor

# How does it work?

Prairie Village helps meet Paris Climate Targets

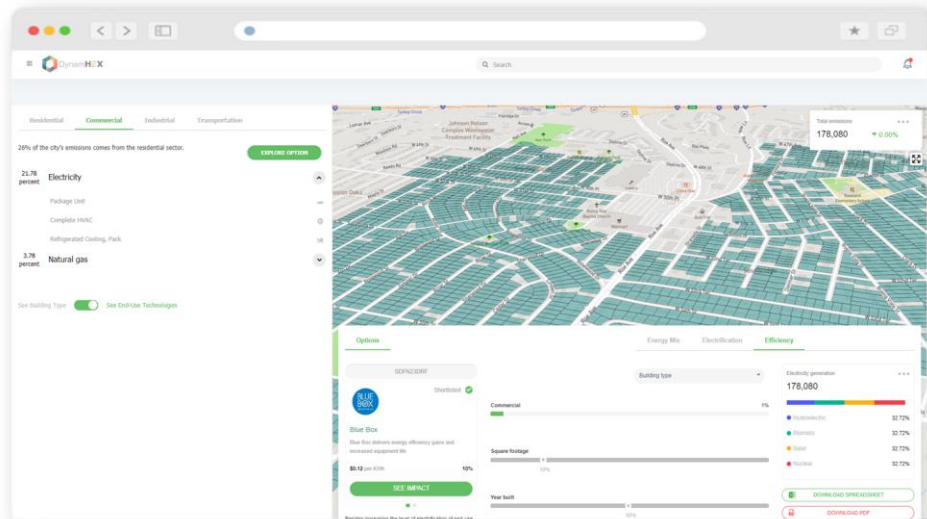




# How do we integrate?

Existing energy efficiency audits

- We integrate with existing energy reduction goals
  - Track each building-level energy conservation measure (ECM)
    - We relate it to greenhouse gas emissions savings
    - Building-by-building analyses
  - Besides city-owned buildings, we analyze community-owned structures
    - Thousands of single-family homes of Prairie Village residents
    - Hundreds of commercial buildings and industrial facilities owned by Prairie Village businesses



## Efficiency savings

## Cost-effective impact

### Potential residential efficiency projects

	Annual household savings (\$)	City-wide annual emissions reductions (mt CO <sub>2</sub> e)
Drill-and-fill wall cavity insulation	258	4,934
Implement R-60 attic insulation	152	4,648
Implement R-10 crawlspace walls	143	2,312
Air sealing for building enclosure	62	2,405
High-efficiency heat pump by replacing older electric furnace	698	13,307
Duct sealing & insulating building envelope	120	9,789
Smart thermostat installation	118	4,475
High-efficiency heat pump by replacing propane furnace	718	343
LED lighting upgrades for buildings	76	2,726
Heat pump water heater by replacing old waterheater	118	818
		<b>45,757</b>

\*Energy savings shown here does not factor in existing utility rebates, local incentives which impacts upfront costs

## Commercial efficiency measures

## Empower building owners

Advanced Metering Systems  
 Appliance and plug-load reductions  
 Boiler Plant Improvements  
 Building Automation Systems/Energy Management Control Systems (EMCS)  
 Building Envelope Modifications  
 Chilled Water, Hot Water, and Steam Distribution Systems  
 Chiller Plant Improvements  
 Conveyance Systems (eg. Elevators)  
 Refrigeration

Data center energy conservation improvements  
 Distributed Generation and renewable Energy Systems  
 Electric Motors and Drives Other than Those for Conveyance Systems  
 Electrical Peak Shaving/Load Shifting  
 Energy Related Process Improvements  
 Energy/Utility Distribution Systems  
 Heating, Ventilating, and Air Conditioning  
 Lighting Improvements  
 Service hot water (SHW) and domestic hot water (DHW) systems

# Act on climate now

Lead climate action in Prairie Village today



The screenshot displays the DynamHEX web application interface. At the top, there is a navigation bar with the DynamHEX logo, a search bar, and a star icon. Below the navigation bar, there are tabs for 'Residential', 'Commercial', 'Industrial', and 'Transportation', with 'Commercial' currently selected. The main content area is split into two parts: a sidebar on the left and a map on the right. The sidebar shows a summary of emissions: '53% of the city's emissions comes from the commercial sector.' Below this, there are two main categories: 'Electricity' (29.78 percent) and 'Natural gas' (20.02 percent). Under 'Electricity', there is a list of sub-categories: Education, Food Sales, Food Services, Health Care, Lodging, Retail, Office, Public Assembly, Public Order & Safety, Religious Worship, Service, and Warehouse and Storage. At the bottom of the sidebar, there are two toggle switches: 'See Building Type' (which is turned on) and 'See End-Use Technologies'. The map on the right shows a geographic area with a red outline indicating the 'Prairie Village' boundary. A tooltip for 'Prairie Village' is visible, showing 'Shawnee Mission, KS' and a 'Directions' button. In the top right corner of the map area, there is a 'Total emissions' box showing '55,117' with a green upward arrow and '+3.49%'. The map also shows various landmarks and roads, including 'Overland Park' and 'Missouri'.

## Project Budget

The Project Budget is driven by the final agreed-upon scope of work. Dynamhex was built with time savings in mind. The City should estimate using some upfront employee time on this project.

Based on an estimated City population of 22,389, Dynamhex estimates the amount of time to engage with the Dynamhex team and software to be negligible and no more than 10 hours of city employee time, which is subject to change if there is customization or modules added.

Reimbursement for expenses will be made with concurrence by both parties about percentage completion of each activity Item.

<b>Tasks (SUBJECT TO AGREED UPON PAYMENT TERMS AND SCHEDULE)</b>	<b>Budget</b>
Task 1: Initial one-page inventory report.	\$999
<i>MKCCAC Discount from NRDC Grant - Engagement</i>	<i>(\$999)</i>
Task 2.a: Plan Greenhouse Gas Inventory data-mapping for municipal and community emissions	\$2,999
Task 2.b: Integration with MKCCAC region-wide playbook strategies	\$2,000
Task 2.c: Review emissions reduction roadmap	\$2,500
Task 3: Dynamic platform for engagement and monitoring of up to 15,000 buildings**	\$3,500
<b>Total</b>	<b>\$11,999*</b>

*\*Dynamhex will honor this annual price for 2 additional years (2021 and 2022).*

*\*\*Includes commercial and residential buildings with individual emissions assessment*

Thank you again for the opportunity to submit this proposal to you. We look forward to continuing our work supporting the sustainability efforts of Prairie Village, Kansas.





**CLIMATE  
ACTION** **KC**

CLIMATE ACTION

# PLAYBOOK

DECEMBER 2019



# ACKNOWLEDGMENTS

Adison Banks

Andy Rondon

Beth Pauley

Brian Sifton

Cassandra Ford

Dorothy Barnett

Gerald Shechter

Joe Gauer

Julie Jones

Karen Ramsey

Katherine Kelly

Kelly Gilbert

Kristin Riott

Lindsey Constance

Melissa Cheatham

Michael J. Kelly

Mike Kelley

Nicole Shaddix

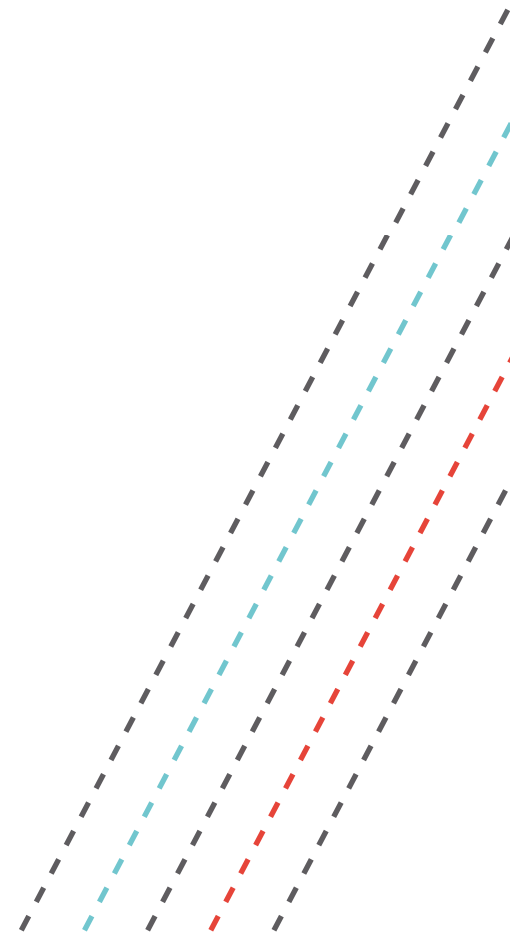
Ron Achelpohl

Sollie Flora

Tom Jacobs



Special thanks to U.S. Engineers for their support of the Climate Action KC Playbook.

















# TABLE OF CONTENTS


Introduction 6

## **BUILDINGS AND CITIES ..... 8**

### **Green, Regenerative Buildings..... 9**

	Fund a Clean Energy Resource Center.....9
	Adopt Strong Building Codes.....9
	Improve Training and Enforcement of Energy Codes .....10
	Stretch Your Building Code .....10
	Benchmarking .....11
	Retrocommissioning.....11
	Green Building Standards for New Buildings or Major Renovations.....12
	Home Energy Disclosure.....13
	Train City Staff in Energy Efficient Behavior .....13
	PACE Financing .....14
	Energy Efficiency Competition.....14
	Property Tax Abatement for Residential Energy Efficiency ..14
	Grants for Green Roofs and/or Cool Roofs.....15
	Energy Performance Contracts.....15

### **LED Lighting ..... 16**

	Switch Municipal Lighting to LED .....16
---	--

### **Water Distribution ..... 16**





	Implement a Leak Detection Program.....16
---	---

## **ELECTRICITY GENERATION .... 17**

### **Utility-Scale Clean Energy ..... 18**

	Join Renewables Direct Program.....18
---	---------------------------------------

### **Distributed Renewable Energy..... 18**

	Adopt Solar-Friendly Codes and Permitting Practices .....18
	Solar Ready Roofs .....19
	On-site Solar Generation.....19
	Bulk Purchase Programs.....20

### **Methane Digesters ..... 20**

	Biogas Generator at Wastewater Plants and Landfills .....20
---	--



## FOOD .....21

### Composting and Biochar ..... 22



Use Biochar and Compost in Managed Landscapes..... 22



Promote Small- and Large-Scale Composting ..... 22

### Conservation and Regenerative Agriculture.. 23



Support and Incentivize Urban Agriculture ..... 23

### Plant-Based Diet ..... 23



Reduce Meat Consumption ..... 23

### Reducing Food Waste ..... 24



Raise Awareness About Household Food Waste ..... 24

## LAND USE ..... 25

### Trees ..... 26



Protect and Increase Urban and Suburban Forests... 26



Plant and Protect Street Trees..... 26



Earn Recognition for Urban Forest Stewardship with a Tree City USA Growth Award.... 27



Plant Shade Trees..... 27



Harvest and Utilize High-Value Wood Products from Trees that Must be Removed..... 28

### Native Plants ..... 28



Plant Native Plants ..... 28



Remove Invasive Species in Parks and Along Greenways ..... 29

### Open Space ..... 30



Conserve Key Natural Assets and Open Space, Including Working Lands (Agriculture).... 30



Fully Fund Parks and Recreation System..... 31

## MATERIALS..... 32

### Residential Water Saving..... 33



Water Efficiency Measures..... 33



EPA WaterSense Partnership..... 33

## Recycling ..... 34



Conduct a Waste Audit ..... 34



Set a Waste-Reduction Goal ..... 34



Increase Waste Reduction and Recycling ..... 35



Enact Pricing Policies..... 35



Adopt a Green Purchasing Policy..... 36

## TRANSPORTATION..... 37

### Walkable Cities ..... 38



Prioritize Infill Development ..... 38



Update Zoning Codes to Promote Walkability ..... 38



Complete Streets ..... 39



Sidewalks ..... 39



Earn Walk-Friendly Community Designation ..... 40



Accessory Dwelling Units ..... 40



Reduce Minimum On-Site Parking Requirements 41

### Clean Vehicle Fleets and Fuels ..... 42



Green Vehicle Purchasing ..... 42



Promote Electric Vehicles and EV-Ready Code .... 42



No Idling Zones ..... 43

### Mass Transit ..... 44



Increase Ridership ..... 44



Transit-Oriented Development ..... 44



Commuter Incentives ..... 45

### Bicycle Infrastructure ..... 46



Earn Bicycle-Friendly Community Designation ..... 46



Safe Routes to School ..... 46



Create Cycling Networks ..... 47









# INTRODUCTION

Friends,

In 2018, Mayor Mike Kelly (Roeland Park, Kansas) and Councilmember Lindsey Constance (Shawnee, Kansas) found themselves alarmed by U.S. and international scientific reports warning that urgent action on climate change was needed to avoid dangerous and irreparable damage to our planet and our children’s futures. A broad community partnership emerged with 100+ elected officials from two states, 25 municipalities, county government, school districts, water and community college boards. As a result, Climate Action KC was formed to advance climate solutions on the local level in the Kansas City region.

Climate Action KC began its work by examining Paul Hawken’s “Drawdown,” which posits that available technologies and processes, when fully deployed, can reverse current climate trends, while creating more prosperous, healthy and resilient communities. This Climate Action Playbook translates the Drawdown pollution reduction strategies into actions and policies that can be taken by local governments.



In many ways, you'll see the structure of "Drawdown" echoed in the Playbook, which is organized according to the six sectors from Hawken's book:



Within each sector, a range of strategies are included to address varying local priorities, attitudes and opportunities.

Within each strategy, you'll find focused actions that local governments can choose to take, depending on how well they fit the needs and challenges within their own municipalities.

The first step for many governments will be to **Lead By Example**, altering the way the government entity itself approaches its buildings, fleets, procurement, employee training programs, and related tax payer investments. The next step might be to **Encourage Action** by the private sector, through financial or non-financial incentives, or challenge and recognition programs. Many local governments will proceed with **Enacting Policy** to ensure private sector participation.

This Playbook is focused on short-term opportunities for success at reducing pollution. The playbook focuses exclusively on actions that already demonstrate success. We hope that local leaders will see this playbook as a menu of ideas that are ready for implementation. We've included examples of existing programs in other cities, resources such as reports from federal and state agencies, and recommendations from non-profit groups.

The playbook doesn't include everything that local governments need to be doing to act on climate change. It doesn't include policies that would require changes to state law, nor the adaptation work that local governments must undertake to keep their communities resilient in the face of observed climate changes. It also doesn't analyze how the various solutions stack up with regard to our goal that climate solutions advance equity in our community and that our most vulnerable neighbors be protected from climate impacts. Climate Action KC will seek to address these topics in the coming months and years as we build a shared, community-wide Climate Action Plan.

We are excited to see which Playbook solutions our neighbors embrace. Please share your choices with us and tell us how we can help. Together we can transform our local challenges into stories of success for cities throughout the Kansas City region.

**Melissa Cheatham**  
Climate Action KC Steering Committee



## BUILDINGS AND CITIES

### SOLUTIONS



#### Green, Regenerative Buildings

The operation, heating and cooling of buildings contributes nearly 40 percent of climate change pollution and consumes over 70 percent of electricity used in the United States.



#### LED Lighting

Lighting accounts for 15 percent of global electricity use. LEDs (light emitting diodes) require less energy and create less wasted heat than other bulbs.



#### Water Distribution

Pumping water requires enormous amounts of energy. By minimizing leaks in water-distribution networks, which currently waste 8.6 trillion gallons annually, both energy and water are saved.



## Green, Regenerative Buildings



### **ACTION: Fund a Clean Energy Resource Center**

Make it easy for your residents to go green. Fund and staff a clean energy resource center with concierge-style services to connect residents and businesses to existing regional clean energy and energy-efficiency resources.

The resource center staff could provide education, knowledge-sharing and exhibitions about local, state, federal, and utility rebates and tax credits; financing options; available technology; bulk purchasing discounts; and could also provide a list of approved contractors to perform services.

#### **Examples:**

Seattle: Lighting Design Lab

New York: NYC Retrofit Accelerator

San Francisco: PG&E Energy Centers

Kansas City: Metropolitan Energy Center

A clean energy resource center could be operated out of an existing nonprofit agency and funded by contributions from several local governments, which would promote the center to their residents.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Establish a Clean Energy Resource Center to assist interested citizens and businesses with evaluating alternative energy efficiency and renewable energy decisions.*

#### **Additional Resources:**

- [MEC, Energy Solution Hub](#)



### **ACTION: Adopt Strong Building Codes**

Building codes establish minimum standards for the construction of new buildings or major renovations. Municipalities in Kansas and Missouri adopt building codes to protect the safety of building occupants, as well as to require minimum energy conservation standards.

The International Energy Conservation Code (IECC), a model code, is updated every three years through a lengthy consensus process. As municipalities update their own codes, it is important that they maintain the strong new efficiency provisions of the latest code without amending it to outdated, lower efficiency standards.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Enact:** *Adopt the IECC model code as written, without weakening amendments ([Columbia, Missouri](#)).*



## **ACTION: Stretch Your Building Code**

Stretch codes, or locally mandated codes that bridge the gaps formed in outdated default codes, allow cities to pursue more aggressive building standards that can be either voluntary or mandatory. Stretch codes provide an opportunity to demonstrate success in advanced building practices before adopting more efficient energy codes in the future. Stretch codes can call for better energy performance or can utilize parts or all of alternative code or certification protocols.

The International Green Construction Code (IGCC) is an “overlay” code that incorporates sustainability measures for an entire construction project and its site. Cities can adopt the IGCC as an optional code that allows them to officially recognize green building projects or can adopt the code as the minimum for all construction projects.

Cities who wish to go even further can establish a net-zero carbon goal and strive to continually amend their building code toward achieving that goal.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** Construct new municipal buildings to meet a stretch code ([Boise, Idaho](#)).

**Encourage:** Offer zoning bonuses, including floor area, building height and density, for projects that meet a stretch code. Create a voluntary green building program ([Scottsdale, Arizona](#)). Include IGCC as an optional code ([Phoenix](#); [Boise, Idaho](#)).

**Enact:** Adopt the IGCC Building Code ([Baltimore](#); [Carbondale, Colorado](#); [Dallas](#)). Adopt a mandatory stretch code ([Santa Monica, California](#)).

### **Additional Resources:**

- [International Green Construction Code \(IGCC\)](#)
- [Buildings Codes Assistance Project](#)
- [U.S. Department of Energy: Going Beyond Code](#)
- [U.S. Department of Energy: NetZero Energy Commercial Building Initiative \(CBI\)](#)
- [New Buildings Institute, Stretch Codes](#)



## **ACTION: Improve Training and Enforcement of Energy Codes**

Building codes establish minimum standards for the construction of new buildings or major renovations, including standards that save energy. However, codes only save energy when they are actually implemented and enforced.

According to the Institute for Market Transformation (IMT), the vast majority of jurisdictions lack the necessary training and enforcement resources to ensure compliance with building energy codes, and compliance rates in many jurisdictions are well below 50 percent. IMT has found that each dollar spent on code compliance achieves a six-fold payoff in energy savings and estimates that fully funding code compliance would eventually save American consumers \$10.2 billion annually.

Local governments should maintain or increase funding for code compliance and encourage building professionals to use existing training tools.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** Fully fund code compliance in city building departments, set a goal for code compliance, and utilize City Energy Project’s “Assessment Methodology for Code Compliance in Medium and Large Cities” to assess code compliance ([Greensboro, North Carolina](#)).

**Additional Resources:**

- [City Energy Project, Implementing Energy Codes](#)
- [Policy Maker Factsheet, Building Energy Code Compliance](#)
- [U.S. Department of Energy Building Energy Codes Program](#)



**ACTION: Benchmarking**

“Benchmarking” a building is tracking its energy and water use and comparing its performance over time to similar buildings. Benchmarking allows owners and occupants to better understand their building’s relative energy and water performance and waste output. They can then use that information to make strategic decisions that will potentially save money and energy while improving comfort and health.

In cities where benchmarking is required for large buildings, data is published, empowering tenants to choose to rent in energy-efficient properties.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** Jurisdiction benchmarks its own buildings and makes the results public ([Arlington County, Virginia](#)).

**Encourage:** Challenge large building owners to benchmark voluntarily ([St. Paul, Minnesota](#); [Columbus, Ohio](#); [Des Moines, Iowa](#)).

**Enact:** Require all large buildings to benchmark ([Kansas City, Missouri](#); [St. Louis](#); [Denver](#); [Chicago](#)).

**Additional Resources:**

- [City Energy Project, Understand Building Energy Use](#)



**ACTION: Retrocommissioning**

According to the American Council for an Energy Efficient Economy (ACEEE), “retrocommissioning” — or *existing building commissioning* — is a systematic process for identifying and implementing operational and maintenance improvements in a building in order to ensure good performance over time.

Retrocommissioning focuses on operations and maintenance improvements and diagnostic testing, and may identify capital improvements. Local governments can use retrocommissioning in their own buildings to reduce energy waste and implement policies to encourage retrocommissioning in the private sector.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** Conduct retrocommissioning of existing public buildings ([University of Missouri-Kansas City](#); [Reno, Nevada](#)).

**Encourage:** Offer financial incentives to help fund the cost of retrocommissioning, typically through a utility efficiency program ([Sun Prairie, Wisconsin](#)).

**Enact:** Require large buildings to undergo retrocommissioning periodically (e.g. every 10 years) ([New York](#); [Boulder, Colorado](#)).

#### **Additional Resources**

- [ACEEE, Commissioning and Retrocommissioning](#)
- [Building Efficiency Initiative](#)
- [Office of Energy Efficiency and Renewable Energy \(EERE\)](#)
- [Sample Retrocommissioning Resolution](#)



## **ACTION: Green Building Standards for New Buildings or Major Renovations**

Green buildings are designed and constructed to minimize the overall impact of buildings on human health and the natural environment through improved energy and water efficiency, use of sustainably sourced materials, and consideration of building location. Local governments can take action to support green building standards, such as the U.S. Green Building Council's LEED standards, WELL Building Standard, Living Building Challenge certification from the international Living Future Institute, or to ensure buildings are designed to have net-zero carbon emissions.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** Construct new municipal buildings to meet a green building standard ([Kansas City, Missouri](#); [St. Louis](#)).

**Encourage:** Offer financial ([Middletown, Connecticut](#); [Longmont, Colorado](#)) or non-financial ([Jacksonville, Florida](#)) incentives for buildings that achieve a green building standard. Require green building for public-private partnership projects ([St. Paul, Minnesota](#)).

**Enact:** Require large new commercial or multi-family buildings to be built to meet a green building standard ([San Francisco](#)). Require buildings in certain zoning categories to meet a green building standard ([Clayton, Missouri](#)).

#### **Additional Resources:**

- [U.S. Green Building Council for Cool Cities](#)
- [Energy Star, State and Local Governments](#)
- [NAIOP Research Foundation](#)
- [International Living Future Institute](#)
- [International WELL Building Institute](#)



## **ACTION: Home Energy Disclosure**

According to the U.S. Green Building Council, buildings account for 39 percent of carbon dioxide (CO<sub>2</sub>) emissions in the U.S., with residential buildings accounting for a large portion of that percentage. Making homes more energy efficient reduces climate pollution, lowers energy bills and makes housing more comfortable by better managing temperature and air leakage.

A Home Energy Score policy requires home sellers and landlords to disclose a home’s energy information to buyers or renters at the time of sale or rental. This score, developed by the U.S. Department of Energy and determined by an energy audit, explains how a home performs compared to others in the U.S. and recommends improvements to efficiency.

### **Examples:**

[Minneapolis](#): Residential Energy Disclosure  
[Austin, Texas](#): ECAD Ordinance  
[Portland, Oregon](#): Home Energy Score

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Enact:** *Require sellers of single-family homes and landlords of rental properties to obtain and disclose a Home Energy Report.*

### **Additional Resources**

- [Earth Advantage, City HELP](#)



## **ACTION: Train City Staff in Energy Efficient Behavior**

Energy conserving practices by government employees can reduce energy use and save money on operating costs. In addition, surveys have found that more than 80 percent of workers are attracted by an employer with an environmental reputation. Governments can recruit green ambassadors and institute awareness campaigns, including: posters, an internal education website, articles, emails, events, contests, recognitions and awards to remind employees of energy conserving behaviors such as turning off lights in unoccupied areas, shutting down equipment when not in use and using daylight. If utility bills are paid through a general fund, consider giving departments part of the savings if they reduce their usage.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Train city employees in energy conserving behaviors, using resources such as the Metropolitan Energy Center.*

### **Additional Resources**

- [Energy Star, Engage Employees and Other Occupants](#)

### **Examples:**

[Durham, North Carolina](#): FACSTEP  
[Philadelphia](#): Energy Master Plan  
[St. Mary’s, Maryland](#): Conservation Plan



## **ACTION: PACE Financing**

A Property Assessed Clean Energy (PACE) program allows local government to help its residents overcome the high up-front cost on investing in clean energy and energy efficiency. PACE allows local and state governments to loan money to home and business owners for energy improvements, which owners repay over time through property taxes. Cities must authorize and provide support for a PACE program. PACE is currently authorized by the state of Missouri, but is not authorized in Kansas.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Authorize and provide support for PACE financing of residential and commercial energy efficiency ([Kansas City, Missouri](#)).*

### **Additional Resources**

- [Show Me PACE, Participating Municipalities](#)
- [PACE Nation](#)
- [Missouri Department of Economic Development, Division of Energy](#)
- [Missouri Clean Energy District](#)



## **ACTION: Energy Efficiency Competition**

Establish an annual energy-reduction challenge for commercial buildings in conjunction with the Building Owners and Managers Association (BOMA) and other partners in order to encourage participants to reduce their buildings' energy consumption.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *City runs an energy challenge competition to encourage participants to reduce their buildings' energy consumption ([Kansas City, Missouri](#); [New York](#)).*



## **ACTION: Property Tax Abatement for Residential Energy Efficiency**

A property tax abatement can help make cost-effective energy efficiency investments more affordable. An energy efficiency tax abatement allows a property owner to avoid paying property taxes on the full cost of their energy efficiency investment for a period of time. In this way, the property owner receives an annual financial benefit that can be used to help finance the investment.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Provide tax abatement to encourage residential energy efficiency ([Cincinnati](#)).*

### **Additional Resources**

- [Database for State Incentives for Renewables and Efficiency](#)



## **ACTION: Grants for Green Roofs and/or Cool Roofs**

A green roof is a vegetative layer grown on a building's rooftop. Cool roofs are made of highly reflective and emissive materials that remain cooler than traditional materials during high temperatures. According to the U.S. Environmental Protection Agency (EPA), both cool and green roofs are beneficial because they lower surface and air temperatures and decrease energy demand. Green roofs offer added benefits such as reducing and filtering stormwater runoff; absorbing air pollutants, including carbon dioxide; and providing natural habitat. By lowering air-conditioning demand, green and cool roofs can decrease the associated pollution from conventional power sources.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Install green or cool roofs on municipally-owned buildings ([Chicago](#)).*

**Encourage:** *Provide grants or rebates for private entities to install green or cool roofs ([Chicago](#); [Cincinnati](#); [New York](#); [Nashville, Tennessee](#); [Philadelphia](#)). Provide density bonus for buildings that install green roofs ([Austin, Texas](#)).*

### **Additional Resources**

- [EPA, Using Green Roofs to Reduce Heat Islands](#)
  - [EPA, Soak up the Rain: Green Roofs](#)
  - [Department of Energy, Cool Roofs](#)
  - [General Services Administration, Green Roofs](#)
- 



## **ACTION: Energy Performance Contracts**

Energy Savings Performance Contracts allow entities to improve the energy performance of their buildings by partnering with an energy services company. An Energy Service Company (ESCO) identifies energy improvements, provides the capital required, installs the efficiency improvements and guarantees energy savings. The ESCO guarantees that the savings from efficiency measures will pay the monthly financing costs of the loan for the upgrades. If the savings are not enough to pay the loan, the contract guarantees that the ESCO pays the difference. After the loan is paid, energy savings are kept by the building owner.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Local governments can enter into Energy Savings Performance Contracts for their own operations ([Shawnee, Kansas](#)).*

### **Additional Resources**

- [Office of Energy Efficiency and Renewable Energy \(EERE\), Energy Savings Performance Contracts](#)
- [Data and Resources](#)



## LED Lighting



### **ACTION: Switch Municipal Lighting to LED**

Light-emitting diodes (LEDs) are one of today's most energy-efficient lighting technologies. According to the U.S. Department of Energy, quality LED light bulbs are longer-lasting, more durable and have similar or better light quality than alternative types of lighting. In street lights, LED lights consume about 50 percent less energy compared to their predecessors, high pressure sodium lights. Because they last longer, LEDs also incur lower maintenance costs.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Switch municipal lighting to LED.*

#### **Additional Resources:**

- [U.S. Department of Energy, LED Lighting](#)
- [Office of Energy Efficiency and Renewable Energy \(EERE\), DOE Municipal Solid-State Street Lighting Consortium](#)

#### **Examples:**

[St. Paul, Minnesota](#): LED Light Installation  
[Chicago](#): Smart Lighting Project  
[Overland Park, Kansas](#): Streetlight Conversion

## Water Distribution



### **ACTION: Implement a Leak Detection Program**

The minimization of leaks in water-distribution networks has the potential to save significant amounts of both energy and water. WaterOne in Johnson County, Kansas, and the Water Services Department of Kansas City, Missouri, already operate leak detection programs to reduce "non-revenue" (leaking) water. Under such programs, the water utility typically performs leak detection and the owner is responsible for repairs when leaks are found on private property. Leaks found in the public right of way are repaired by the utility.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Water utility performs leak detection ([Racine, Wisconsin](#); [Dallas](#)).*





# ELECTRICITY GENERATION

## SOLUTIONS



### Utility-Scale Clean Energy

Utility-scale renewable energy projects include wind and solar farms that are typically 10 megawatts or larger. According to the National Renewable Energy Laboratory (NREL), Kansas has the second best wind resources in the U.S. and the 4th best solar resource in the country, while Missouri's solar resources rank 18th nationwide. Utility-scale renewable energy projects can benefit from local policies and programs that help to address and overcome potential barriers to implementation.



### Distributed Renewable Electricity

Distributed renewable electricity includes rooftop solar panels, micro wind turbines and distributed batteries, and refers to electricity that is generated near the location of use rather than at centralized generation sources such as power plants. This results in less wasted energy and increased efficiency, as well as increased resiliency since energy is generated closer to where it is used.



### Methane Digesters

Large methane digesters associated with agriculture, manure and wastewater facilities produce biogas to be used for electricity generation in dedicated biogas or combined heat and power plants. Methane digesters repurpose waste as a valuable byproduct and reduce the emission of methane, a powerful greenhouse gas.

## Utility-Scale Clean Energy



### **ACTION: Join Renewables Direct Program**

Utility-scale clean energy production, such as wind and solar, is among the most cost-effective ways to deploy carbon-free energy. Evergy (formerly Kansas City Power & Light and Westar) serves the Kansas City metro area, and offers the Renewables Direct program that allows large public and private energy users to buy into wind farms, enabling energy use to be powered by up to 100 percent renewable energy.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Participate in Evergy's Renewables Direct program to power public buildings with renewable energy.*

#### **Additional Resources**

- [Evergy, Renewables Direct](#)
- [American Cities Climate Challenge, Green Tariff Archives](#)

#### **Examples:**

[Kansas City, Missouri](#)

[Olathe, Kansas](#)

[WaterOne Utilities](#)

[Johnson County, Kansas](#)

[Overland Park, Kansas](#)

[Johnson County](#)

[Leawood, Kansas](#)

[Mission, Kansas](#)

[Community College](#)

[Lenexa, Kansas](#)

[Prairie Village, Kansas](#)

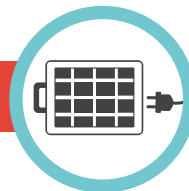
[Shawnee Mission](#)

[Merriam, Kansas](#)

[Shawnee, Kansas](#)

[School District](#)

## Distributed Renewable Energy



### **ACTION: Adopt Solar-Friendly Codes and Permitting Practices**

The Department of Energy's SolSmart program recognizes local governments for making it faster, easier and more affordable for their communities to go solar. Local governments can signal they are "open for solar business" by eliminating red tape that otherwise increases costs and discourages solar companies from moving to the area. Improvements can be made to provide for cost-effective permit approval, maximum siting options for solar, and codes and standards that provide clear guidance on installation requirements and solar rights.

Communities can achieve Gold, Silver and Bronze certifications, depending on their level of achievement. No-cost technical assistance is available. SolSmart designation echoes many of the Solar Best Management Practices identified by the Solar Ready KC initiative, a collaboration between the Mid-America Regional Council, five local governments and Evergy.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Get SolSmart certified or increase the level of certification.*

**Examples:** *Johnson County, Kansas; Shawnee, Kansas; Belton, Missouri; Clay County, Missouri; Gladstone, Missouri; Independence, Missouri; Kansas City, Missouri; Kearney, Missouri; Lee's Summit, Missouri; Raymore, Missouri*

## Additional Resources

- [SolSmart](#)
- [Office of Energy Efficiency and Renewable Energy, Becoming SolSmart](#)
- [Solar Ready KC](#)
- [Best Management Practices for Solar Installation Policy in Kansas City and Beyond](#)
- [Model Code, Solar-Ready Provisions](#)

---

### **ACTION: Solar Ready Roofs**

Solar Ready roof ordinances seek to ensure that new homes are built with a clean energy future in mind and are one component of Solar Ready KC’s best practices. A basic Solar Ready roof ordinance provides simple guidance to home builders and designers to ensure that the best solar roof space is kept clear of obstructions such as plumbing vents. A basic Solar Ready roof ordinance also keeps future costs down by ensuring that the electrical system of the home does not need to be upgraded if and when a homeowner decides to install solar.

A more robust Solar Ready roof ordinance may also seek to ensure that roofs are built to be strong enough to support a future solar array and that the electrical conduits and chases are pre-installed.

#### Examples:

[Scottsdale, Arizona](#): Residential Requirements  
[Austin, Texas](#): Solar Ready Guidelines  
[Tucson, Arizona](#): Solar Ready Ordinance

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Enact:** *Pass Solar Ready roofs ordinance.*

## Additional Resources

- [Solar Ready KC](#)
- [Best Management Practices for Solar Installation Policy in Kansas City and Beyond](#)
- [National Renewable Energy Lab, Solar-Ready Building Design](#)

---

### **ACTION: On-site Solar Generation**

Municipalities, schools and other public jurisdictions should explore installing on-site renewable generation such as geothermal, wind and solar power, and battery storage. On-site renewable energy generation is an opportunity to visibly showcase the community’s commitment to sustainability, provide education and outreach opportunities, and increase community resilience through self-powered buildings that can be utilized in times of power outages, natural disasters and other emergencies.

#### Examples:

[Shawnee, Kansas](#): Solar Panels  
[Lawrence, Kansas](#): Solar Arrays  
[Wichita, Kansas](#): Maize High School  
[Johnson County, Kansas](#): Community College

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Install and operate renewable energy systems on city buildings.*

## Additional Resources

- [American Cities Climate Challenge, On-Site Solar](#)
- [EPA Local Government Solar Project Portal](#)



## ACTION: Bulk Purchase Programs

Solarize initiatives allow residents, businesses, nonprofits and even groups of municipalities to take advantage of the cost-cutting power of bulk purchasing when buying solar power.

Purchasing solar energy collectively can significantly reduce the upfront cost of installing solar panels on a home or business.

A well-organized Solarize initiative includes three key aspects: competitive contractor selection, community-led outreach with a trusted community partner, and limited-time offering. Cities, counties and even homeowners associations can create Solarize initiatives, and city governments can facilitate, serving as a facilitator.

### Examples:

[Athens, Georgia](#): Solarize Athens

[Lee's Summit, Missouri](#): Meadows HOAs

[Portland, Oregon](#): Bulk Purchase Program

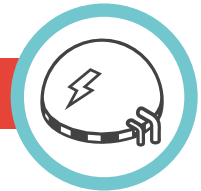
**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Municipality or local jurisdiction facilitates Solarize program.*

### Additional Resources

- [Grow Solar](#)
- [Solarize Guidebook, National Renewable Energy Lab](#)
- [Solar Energy Industry Association Community Solar Information](#)

## Methane Digesters



## ACTION: Biogas Generator at Wastewater Plants and Landfills

Organic waste created through agricultural, industrial and human digestive processes releases methane during decomposition. Methane is a greenhouse gas that creates a warming effect up to twenty-five times more powerful than carbon dioxide, on a 100-year scale. Methane digesters utilize microbial activity to convert organic waste into biogas and nitrogen-rich fertilizers, harnessing methane emissions and generating alternative energy sources.

For example, large methane digesters allow wastewater facilities and landfills to produce biogas for electricity and on-site heat generation. This solution replaces the importing of fuels such as propane. Surplus biogas may also be transferred offsite and sold to commercial and private consumers, which generates revenue for municipalities. Additionally, excess biogas fuel can be compressed and used as a vehicle fuel in compressed natural gas vehicles.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Install methane digesters at water treatment plants and landfills.*

### Additional Resources

- [Environmental Protection Agency, Biosolids](#)
- [Environmental Protection Agency, Landfill Methane Outreach Program](#)

### Examples:

[Dodge City, Kansas](#): Water Treatment

[Johnson County, Kansas](#): Water Treatment

[Johnson County, Kansas](#): Landfill



## FOOD

### SOLUTIONS



#### Composting and Biochar

Methane pollution in landfills from food waste and other organic matter can be reduced through composting and biochar practices. Compost is a mixture of organic matter which has decayed or been digested in either a backyard bin or at a commercial facility. Biochar results from slowly “baking” biomass in the absence of oxygen. Both can improve soil composition and nutrient levels, while reducing carbon and nitrous oxide pollution that results from fertilizer use.



#### Conservation and Regenerative Agriculture

Conservation agriculture and regenerative agriculture restore lost organic matter in soil and reverse degraded soil biodiversity. Using technologies that improve soil and land quality, agriculture can improve the water cycle and draw down, or reduce, carbon in the atmosphere.



#### Plant-Based Diet

Livestock production is responsible for 18 percent of global greenhouse gas emissions. Plant-rich diets reduce pollution and lower rates of chronic illness.



#### Reducing Food Waste

Food waste accounts for 8 percent of total greenhouse gas emissions globally, according to the Food and Agriculture Organization of the UN. Interventions can reduce waste at key points as food moves from farm to fork.

## Composting and Biochar



### **ACTION: Use Biochar and Compost in Managed Landscapes**

An estimated two-thirds of landfill waste contains biodegradable organic matter like leftover food and yard waste. As it decomposes in the anaerobic conditions of the landfill, this organic material releases methane gas, which traps up to 25 times more heat in the atmosphere than carbon dioxide. Cities may divert organic matter from landfills to compost facilities, but may also choose to model the use of compost and biochar in their own landscapes. City staff and contractors can transition away from the use of conventional fertilizers to the use of biochar or compost mixes that will improve the soil's capacity to sequester carbon, feed plants and hold rainwater.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Demonstrate good soil management and carbon sequestration practices by using biochar and compost in managing local landscapes ([New York](#)).*

#### **Additional Resources**

- [EPA, Examples and Resources for Transforming Waste Streams in Communities #77](#)
- [MidWest Biochar](#)
- [Missouri Organic Recycling](#)



### **ACTION: Promote Small- and Large-Scale Composting**

According to the EPA, about 24 percent of waste in the U.S. is compostable organic material. Composting on the residential scale keeps kitchen and yard waste out of the landfill and compost can be used as a natural fertilizer, providing essential nutrients for healthy soils and plant growth. Local governments can make it easy for residents to switch from putting food and yard waste into the landfill by providing free indoor or outdoor composting kits. A strong composting program will also educate residents about how and why to compost correctly. In addition, municipalities can negotiate to add organic waste collection bins alongside the trash and recycling bins.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Compost waste at municipal facilities ([Kansas City, Missouri](#); [Lawrence, Kansas](#); [Shawnee Mission, Kansas, School District](#)).*

**Encourage:** *Provide free backyard composting kits to residents ([Orlando, Florida](#)). Offer residents curbside carts for organic waste collection ([Iowa City, Iowa](#)).*

**Enact:** *Require municipally approved trash haulers to add composting to their services ([Minneapolis](#); [Seattle](#); [Portland, Oregon](#); [Denver](#)). Require separation of organic matter from trash and recyclables ([New York](#); [San Francisco](#); [Austin, Texas](#)).*



## Additional Resources

- [EPA, Transforming Waste Tool](#)
- [EPA, Sustainable Management of Food](#)
- [Bridging The Gap, Start Composting](#)
- [Missouri Organic Recycling, Compost](#)

## Conservation and Regenerative Agriculture



### **ACTION: Support and Incentivize Urban Agriculture**

Urban agriculture — the growing of food and the raising of small animals for meat or dairy in city neighborhoods — transforms land to productive green space that can cool the surrounding environment, absorb stormwater and, with good management practices, sequester carbon. It also can increase healthy food access, create jobs and provide focal points for neighborhood interaction and identity. Municipalities across the country and the Midwest are implementing new codes that make food production easier for city residents, and are establishing grant programs that address some of the economic challenges to urban agriculture.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** Give grants for urban agriculture ([Cincinnati](#)). Reduce property taxes for urban agriculture ([San Francisco](#); [San Diego](#); [Baltimore](#)).

**Enact:** Update zoning codes, building codes and animal regulations to allow for urban agriculture ([Baltimore](#)).

## Additional Resources

- [EDIS, How to Establish an Urban Agriculture Ordinance](#)
- [University of California, The Urban Agriculture Incentive Zones Act](#)
- [USDA, Natural Resources Conservation Service, Urban Agriculture](#)

## Plant-Based Diet



### **ACTION: Reduce Meat Consumption**

Implement programs and strategies to reduce your municipality’s meat consumption, curbing the production of greenhouse gases. Programs such as “Meatless Mondays” can be promoted both internally to employees and externally to residents, employers and a wide variety of institutions like hospitals and schools. Local governments, schools and agencies can evaluate their current practices for snack machines, in-house cafeteria services and catering paid for by municipal or county budgets, and implement purchasing guidelines to reduce meat procurement.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Implement internal programs to promote reduced meat consumption in places like public schools or hospitals ([New York](#)). Set purchasing guidelines that prioritize non-meat food options ([Portland, Oregon](#)).*

**Encourage:** *Launch an educational campaign to inspire individuals, companies and nonprofits to reduce meat consumption ([Escambia County, Florida](#); [Jersey City, New Jersey](#)).*

#### Additional Resources

- [Meatless Monday](#)
- [CDC, Healthy Food Service Guidelines](#)
- [The Good Food Purchasing Program](#)

## Reducing Food Waste



### **ACTION: Raise Awareness About Household Food Waste**

The average household loses \$1,500 per year in wasted food. The EPA developed the “Food: Too Good to Waste” program for community organizations and local governments interested in reducing food waste from households. Local governments can take the lead in implementing a small-scale campaign, may participate as a partner, and/or provide additional resources. Implementing a “Food: Too Good to Waste” campaign may align with organizational long-term objectives (e.g., reducing solid waste management costs, reducing carbon footprint or building a sustainable food system).

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Launch a public campaign to inspire and promote reduction of food waste.*

#### Additional Resources

- [EPA, Food: Too Good to Waste Implementation Guide and Toolkit](#)
- [Save the Food](#)
- [Further with Food](#)
- [US Department of Agriculture, Food Loss and Waste](#)
- [Natural Resources Defense Council, Tackling Food Waste In Cities](#)

#### Examples:

[Seattle](#): Love Food, Stop Waste Program  
[Honolulu](#): Food: Too Good to Waste Cookbook





## LAND USE

### SOLUTIONS



#### Trees

Trees mitigate climate change in two ways, reducing emissions related to air conditioning and heating with their shade, and sequestering carbon and other greenhouse gas emissions. Trees also contribute to climate change resilience, reducing heat island effects by as much as 10 degrees Fahrenheit.



#### Native Plants

Native plants store carbon and also reduce emissions from landscape machinery. In addition, native plants provide numerous benefits to the local ecosystem, are necessary for a thriving pollinator population and filter groundwater and stormwater runoff.



#### Open Space

Green open spaces, such as wooded and grassy areas, reduce urban climate pollution by sequestering carbon, improve environmental resilience and cool urban heat islands.



## **ACTION: Protect and Increase Urban and Suburban Forests**

As of 2013, approximately 28 percent of the Kansas City region was covered with tree and shrub canopy (including undesirable invasive plants). This is well below the 40 percent coverage recommended by the American Forest Association, and may also be overstated because of technological limitations of aerial survey technologies. The region's tree coverage is expected to decline due to age and disease.

However, these trees still mitigate 37,000 tons of air pollution per year and remove an additional 1.0 million tons of carbon per year, providing ecosystem benefits valued at \$320 million.

In urban areas, trees are especially valuable, providing cooling shade, improved pulmonary health for residents, increased real estate values, neighborhood beautification, topsoil and stormwater retention, and wildlife habitat. Because of these benefits, it is estimated that urban trees return at least \$3 for every \$1 invested in their planting and care over their lifetime. Cities and counties should develop and implement a management plan and best practices to assure the long-term vitality of urban and suburban forests.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Complete an assessment of current urban forests and develop a master plan to fund, maintain and improve them through capital improvement programs, public works and parks budgets ([Kansas City, Missouri](#); [Oxford, Mississippi](#); [Cleveland](#)).*

**Enact:** *Adopt ordinances to require tree preservation, replacement and planting for private development, including enhanced inspection and enforcement capabilities ([Olathe, Kansas](#); [Smyrna, Georgia](#); [New Brunswick, New Jersey](#); [Fayetteville, Arkansas](#); [Atlanta](#)).*

### **Additional Resources**

- [Bridging The Gap, Heartland Tree Alliance](#)
- [MARC Regional Forestry Framework](#)
- [U.S. Forest Service, Urban Forests and Climate Change](#)
- [Vibrant Cities Lab, Planning: Best Practices in Urban Forestry](#)
- [International Society of Arboriculture, Tree Ordinance Guidelines](#)
- [Missouri Department of Conservation, Conservation Planning Tools for Missouri Communities](#)



## **ACTION: Plant and Protect Street Trees**

Street trees provide special benefits in that they protect sidewalks and asphalt, reduce automobile accidents by slowing traffic, absorb UV rays and pollution, improve retail viability, reduce energy use and even reduce crime, which increases with heat. Their cool greenery also provides a more appealing atmosphere that encourages walking and biking. Local governments should plant and protect street trees, including in medians.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** *Ensure city planning master plan incorporates increased street tree plantings, and that tree planting is funded ([Kansas City, Missouri](#); [Miami-Dade County, Florida](#)). Use “Silva Cell” construction to increase the life span of street trees ([Fairway, Kansas](#); [12th Street Corridor, Kansas City, Missouri](#)).*

**Encourage:** *Fund a community tree program that provides residents with free street trees and information about their planting and care ([Kansas City, Kansas](#); [Lenexa, Kansas](#); [Prairie Village, Kansas](#); [Westwood, Kansas](#); [Kansas City, Missouri](#); [Liberty, Missouri](#); [Austin, Texas](#)).*

**Enact:** *Require street trees to be planted in new developments ([Vancouver, Washington](#)).*

### Additional Resources

- [EPA, Heat Island Community Actions Database](#)
- [Environmental Protection Agency, Urban Street Trees and Green Infrastructure](#)
- [22 Benefits of Urban Street Trees](#)
- [University of Washington, Safe Streets](#)
- [Missouri Department of Conservation, Street Trees Pay Us Back](#)
- [Heartland Tree Alliance](#)



## **ACTION: Earn Recognition for Urban Forest Stewardship with a Tree City USA Growth Award**

Thirty-four local cities already meet the standards of the Tree City USA program, which recognizes cities and towns that meet core standards of sound urban forestry management. Cities that go beyond those standards may receive a Tree City USA Growth award, which can highlight innovative programs and a greater level of commitment to urban forestry. Develop and implement a plan to achieve these core urban forestry management attributes.

**Local Government Role(s):** ■ Lead by Example □ Encourage Action □ Enact Policy

**Lead:** *Earn a Tree City USA Growth award.*

### Additional Resources

- [The Arbor Day Foundation, Tree City USA Growth Awards](#)

#### **Examples:**

[Bonner Springs, Kansas](#): Tree City U.S.A.  
[Boulder, Colorado](#): Tree City for 35 Years



## **ACTION: Plant Shade Trees**

Carefully-sited shade trees can play a powerful role in reducing air condition burdens and utility bills. A deciduous shade tree placed on the southwest corner of any building can reduce air conditioning bills by at least 25 percent, and these benefits begin to accrue within just a few years of planting. In winter, evergreen trees are effective when placed on the northeast corners of buildings, serving as wind breaks and reducing heating bills.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Provide cost-sharing for planting of shade trees.*

**Additional Resources**

- [Department of Energy, Landscaping for Energy Efficient Homes](#)
- [Energy Savings From Tree Shade](#)

**Examples:**

[Riverside, California:](#) Shade Tree Incentives  
[Washington, D.C.:](#) RiverSmart Homes  
[San Antonio:](#) Green Shade Rebates  
[Waupun, Wisconsin:](#) Tree Planting Incentives



**ACTION: Harvest and Utilize High-Value Wood Products from Trees that Must be Removed**

As with any living resource, it is inevitable that some trees will die every year and need to be removed. While some of this wood is not salvageable, there is often reusable wood material that is highly sought after by the public for use in creating high-value items like furniture or art. Harvesting this wood rather than disposing of it can provide an additional source of income, reduce product in the landfill, and provide resources for useful products.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Create an urban wood utilization program for trees cut down by the city ([Davenport, Iowa](#)).*

**Encourage:** *Create educational materials or programs to make arborists and homeowners aware of alternate options for disposing of harvested wood ([Wisconsin Urban Wood](#); [Illinois Urban Wood](#)).*

**Additional Resources**

- [Colorado State Forest Service, Urban Wood Utilization](#)
- [Urban Lumber, Kansas City](#)

**Native Plants**



**ACTION: Plant Native Plants**

Native plants serve a foundational role in local ecosystems by providing food sources and shelter for native organisms. Additionally, native plants sequester carbon in their deep roots and these same root systems prevent soil erosion and stormwater runoff. Local governments should incorporate native plants instead of turf grass into municipally managed land, and should give residents the legal opportunity to plant them as well.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** *Ensure that municipal property includes native and sustainable landscaping ([Jerry Smith Park, Kansas City, Missouri](#); [Rocky Point Glades at Swope Park, Kansas City, Missouri](#); [Flagstaff, Arizona](#); [Albuquerque, New Mexico](#)).*

**Encourage:** *Create public awareness, such as through participation in the Million Pollinator Garden Challenge ([St. Louis](#)). Offer cost sharing and education to facilitate plantings of native species ([Johnson County, Kansas](#)). Encourage native plantings in site design standards ([Lenexa, Kansas](#)).*

**Enact:** *Update noxious weed ordinances to ensure they allow native plantings ([Columbia, Missouri](#)). Adopt ordinances that require sustainable landscaping at commercial and multi-family locations ([Santa Clara, California](#)).*

### **Additional Resources**

- [Bridging The Gap, Native Plants](#)
- [Deep Roots KC](#)
- [Million Pollinator Garden Challenge](#)
- [National Wildlife Foundation, Mayor’s Monarch Pledge](#)
- [Model Native Plant Landscape Ordinance Handbook](#)
- [Sustainable Landscaping Guideline Manual](#)
- [Missouri Department of Conservation, Conservation Planning Tools for Missouri](#)
- [The Sustainable Sites Initiative](#)



### **ACTION: Remove Invasive Species in Parks and Along Greenways**

Invasive species are non-native species that often aggressively choke out native tree and wildflower species, thus reducing native plants’ ability to sequester carbon and reducing appropriate habitat and food sources for native wildlife. Currently, the leading invasive plant species in Greater Kansas City is the Asian bush honeysuckle.

Though it is labor-intensive work to remove invasive plants, doing so allows room for native plants to be re-established. Additionally, in greenways where non-native plants have been cultivated, returning those areas to native species can result in reduced maintenance costs. Natural resource stewardship in parks and greenways will increase the ability of local communities to meet air and water quality goals.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

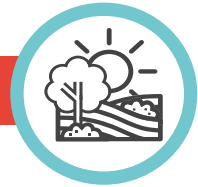
**Lead:** *Develop an invasive species plan ([Johnson County Parks and Recreation Department, Kansas](#); [Austin, Texas](#); [Indianapolis](#); [Seattle](#)).*

**Encourage:** *Provide financial assistance for removal of invasive species ([Bradford County, Florida](#); [Sarasota County, Florida](#))*

#### Additional Resources

- [Bridging The Gap, Kansas City Wildlands](#)
- [Missouri Department of Conservation, Invasive Plants](#)
- [Kansas Department of Agriculture, Noxious Weed Control Program](#)
- [USDA, National Invasive Species Information Center](#)

## Open Space



### **ACTION: Conserve Key Natural Assets and Open Space, Including Working Lands (Agriculture)**

Define and execute a comprehensive policy and plan to conserve key natural assets and open space, including agricultural land. These plans may include zoning, stream buffers, and collaborative agreements such as conservation easements. Conservation of key natural assets and open spaces can also be achieved through direct land acquisition and management.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Acquire land to be conserved as open space ([Municipal Farm in Kansas City, Missouri](#); [Camp Branch Park in Johnson County, Kansas](#)).*

**Encourage:** *Use conservation easements to protect key areas.*

**Enact:** *Enact Stream Setback ordinances ([Lenexa, Kansas](#); [Overland Park, Kansas](#); [Platte County, Missouri](#)), including protections for small and ephemeral streams ([Kansas City, Missouri](#)). Create vegetation protection zones ([Wayland, Michigan](#)).*

#### Additional Resources

- [APA, Policy Guide on Agricultural Land Preservation](#)
- [Mid-America Regional Council \(MARC\), Green Infrastructure Framework](#)
- [MARC, Stream Setback Ordinances](#)
- [Heartland Conservation Alliance](#)
- [MARC, Natural Resource Inventory](#)

## 30 LAND USE



## **ACTION: Fully Fund Parks and Recreation System**

Ensure that existing parks and recreation areas are well maintained to optimize usability, educate the public on natural landscaping, and support the ongoing benefits of natural landscapes to the environment.

Create a per capita spending goal, define a plan to achieve that goal and explore creative financing options.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

*Lead:* Provide funding to enhance existing green space and parks ([Indianapolis](#)).

### **Additional Resources**

- [Financing the Future: The Critical Role of Parks in Urban and Metropolitan Infrastructure](#)
- [MARC, MetroGreen/Parks](#)





# MATERIALS

## SOLUTIONS



### Residential Water Saving

Moving and treating water is estimated to consume 3 to 4 percent of the nation's energy use. Conserving water and using it more efficiently will reduce climate pollution associated with that energy use.



### Recycling

Recycling at the commercial, institutional, industrial and residential levels can draw down carbon emissions by decreasing the energy used in the manufacturing of goods and reducing emissions from incinerators and landfills.



## Residential Water Saving



### **ACTION: Water Efficiency Measures**

The use of low-flow fixtures and pressure regulators in households saves water — particularly hot water — reducing a household’s emissions.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Implement an internal conservation plan to conserve water in city operations ([Wichita, Kansas](#)).*

**Encourage:** *Offer rebates, giveaways or other financial incentives for installing water-efficient appliances ([Wichita, Kansas](#); [Beaverton, Oregon](#)) or water efficient landscaping ([San Antonio](#)). Distribute free water conservation kits to low-income households ([Kansas City, Missouri](#)).*

**Enact:** *Require water efficiency measures through building codes ([Dallas](#)).*

#### **Additional Resources**

- [Alliance for Water Efficiency](#)
- [U.S. Department of Energy, Going Beyond Code](#)
- [Project Living Proof](#)



### **ACTION: EPA WaterSense Partnership**

EPA created WaterSense as a credible, national water-efficiency brand to help consumers choose water-efficient products. State and local governments can become promotional partners for the WaterSense program, committing to promote the value of water and help consumers and organizations make smart choices regarding water use and water-using products. WaterSense is free to join and partners receive access to free materials and tools, access to a network of water efficiency experts, and recognition as a leader in water efficiency.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Become a WaterSense partner to encourage residents and businesses to use water efficiently ([Wichita, Kansas](#); [Branson, Missouri](#)).*

#### **Additional Resources**

- [EPA, WaterSense](#)



## **ACTION: Conduct a Waste Audit**

Conduct waste audits to identify waste reduction opportunities, improve data collection tools and resources to document success and/or shortcomings of various strategies. A waste audit is an inventory of the volume and types of materials in the waste and recycling streams. Waste audits help tailor education programs, identify waste reduction opportunities, improve data collection tools, and document the success and/or shortcomings of various waste reduction and recycling strategies.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Conduct a waste audit for all municipal buildings and operations ([Johnson County, Kansas](#); [Philadelphia](#); [Honolulu](#)).*

**Encourage:** *Offer free waste audits to private businesses and organizations ([MARC Solid Waste Management District](#)).*

### **Additional Resources**

- [EPA, Waste Audit Introduction](#)



## **ACTION: Set a Waste-Reduction Goal**

Set a waste-reduction goal (even zero waste) for certain sectors (municipal operations, residential, commercial) and implement programs to achieve the goal. Setting a goal can galvanize support for reducing waste through reducing, reusing and recycling materials.

A waste-reduction goal communicates a community's ambition, focuses attention on alternatives to throwing materials away and can highlight tangible savings in municipal solid waste programs. Waste-reduction goals guide policymakers toward other policies and programs that should be enacted to achieve the goal. Waste-reduction goals can be set for the community as a whole, and/or for specific sectors such as municipal operations, residential, commercial or construction and demolition debris.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Set a waste reduction goal for all municipal buildings and operations ([Fayetteville, Arkansas](#); [Minneapolis](#); [Austin, Texas](#); [Dallas](#)).*

**Encourage:** *Challenge residents, businesses, organizations and institutions to meet a waste reduction goal ([Flagstaff, Arizona](#); [Eden Prairie, Minnesota](#)).*

### **Additional Resources**

- [MARC, The Recycling Challenge](#)
- [Zero Waste Challenge](#)



## **ACTION: Increase Waste Reduction and Recycling**

Promote and practice waste reduction and recycling in municipal operations, and provide recycling infrastructure and services at public places and at large public events. The carbon mitigation benefits of recycling come from the lower “embodied carbon”, or emissions given off in manufacturing, of products made with recycled materials. Even cities with successful recycling programs have opportunities to increase the recycling rate.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Promote, practice and expand waste reduction and recycling in municipal operations, and provide recycling infrastructure and services at public places and large public events ([Hamilton County, Ohio](#); [St. Paul, Minnesota](#)).*

**Encourage:** *Provide free education, technical assistance or funding for waste diversion program purchases, and certification of businesses that increase recycling ([Johnson County, Kansas](#)). Provide grants to increase recycling ([Lincoln, Nebraska](#)).*

**Enact:** *Enact policy to require recycling be available at commercial and/or multifamily properties ([Lenexa, Kansas](#)).*

### **Additional Resources**

- [Bridging The Gap, Recycling in Kansas City](#)
- [EPA, Municipal Government Toolkit, Improving Your Recycling Program](#)
- [Institute for Local Government, Commercial Recycling 17 Leadership Stories](#)
- [MARC Solid Waste Management District](#)



## **ACTION: Enact Pricing Policies**

Fixed-rate pricing for collection of municipal solid waste does not create a price signal to reduce waste. Volume-based pricing (sometimes called variable-rate pricing or “pay-as-you-throw”/ P.A.Y.T.), where the unit price to dispose of waste increases as the volume of waste increases, is one example of a policy that creates a price signal to reduce waste. When paired with unlimited recycling, pricing policies have the effect of reducing waste disposal and increasing recycling rates. According to 2006 data, eight Kansas communities and 36 Missouri communities were P.A.Y.T.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Augment or replace existing free trash programs, like city-sponsored bulky-item collections or drop-offs, with free “hard-to-recycle” events to encourage residents to think of their items not as waste, but as reusable or recyclable commodities ([Overland Park Recycling Extravaqanza](#)).*

**Enact:** *Require haulers of municipal solid waste to implement volume-based pricing ([Austin, Texas](#)).*

### **Additional Resources**

- [EPA, Pay-As-You-Throw Programs](#)



## **ACTION: Adopt a Green Purchasing Policy**

Environmentally preferable purchasing (sometimes called Green Purchasing or Environmental Procurement Policy) prioritizes buying products and services that minimize the negative effects, or increase positive effects, on human health and the environment.

Impacts are considered throughout a product's life cycle, from raw material extraction through production, packaging, use and disposal. Environmentally preferable purchasing prioritizes reducing purchases when possible, followed by prioritizing reusable, recyclable and recycled products.

### **Examples:**

[Seattle](#): Green Purchasing Program

[San Jose, California](#): Environmentally Preferable Procurement

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Adopt or strengthen environmentally preferable purchasing program for municipal operations.*

### **Additional Resources**

- [National Association of State Procurement Officials, Green Purchasing Guide](#)
- [EPA, Environmentally Preferable Purchasing Program](#)



# TRANSPORTATION

## SOLUTIONS



### Walkable Cities

Walkable cities prioritize the use of two feet over four wheels through careful planning and design. They minimize the need to use a car and make the choice to forego driving appealing, which can reduce greenhouse gas emissions.

Walkable trips not only span a manageable distance, but also offer a density of fellow walkers, a mix of land and real estate uses and key design elements that create compelling environments for people on foot.



### Clean Vehicles

About 17 percent of America’s climate pollution comes from light duty vehicles. Advanced technologies, including plug-in hybrids and 100 percent fully electric cars and trucks, promise to dramatically reduce these emissions. Common sense, no-cost solutions like reduced idling and increased ride sharing will help reduce total emissions of petroleum- fueled cars already on the road.



### Mass Transit

Increased ridership of public mass transit systems reduces the number of single-occupancy vehicles navigating through cities, thus lowering greenhouse gas emissions. Increased mass transit use can reduce conventional air pollution, congestion for all road users, and can promote equity by eliminating need for car ownership.



### Bicycle Infrastructure

Infrastructure is essential for supporting safe, pleasant and widespread bicycle use — which can relieve city congestion, improve public health and reduce emissions from cars.



## **ACTION: Prioritize Infill Development**

Prioritize infill development before expansion at city edges. Revitalizing core areas will reduce adverse impacts on natural resources and infrastructure, while increasing the potential for successful mass transit and walkability programs.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Initiate city planning guidelines focused on optimizing infill locations ([Kansas City, Missouri](#)). Upzone urbanizing locations ([Minneapolis](#))*

**Encourage:** *Provide grants and tax breaks for infill projects ([Overland Park, Kansas](#)).*

### **Additional Resources**

- [EPA, Smart Growth](#)
- [MARC, Sustainable Code Framework](#)
- [MARC, Planning Sustainable Places](#)



## **ACTION: Update Zoning Codes to Promote Walkability**

One way to reduce the impact of transportation on the environment is to reduce the need for transportation. By creating communities that are pedestrian-oriented rather than car-oriented, the need for cars is reduced. A variety of planning and zoning tools may be used to make communities more walkable, including setbacks, street widths, parking requirements and tree canopy coverage.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Integrate walkability enhancements into maintenance and infrastructure-related projects ([Independence, Missouri](#)).*

**Encourage:** *Complete an assessment of current community walkability and recommendations to enhance walkability. Provide these recommendations to the community to encourage awareness and integration of the recommendations into their planned construction and maintenance projects ([Amery, Wisconsin](#)).*

**Enact:** *Implement development requirements that follow form-based code principles ([Downtown Overland Park, Kansas](#); [West Gateway, Mission, Kansas](#); [Fort Worth, Texas](#))*

### **Additional Resources**

- [Walkable City Rules by Jeff Speck](#)
- [ITDP, Pedestrians First: A New Tool for Walkable Cities](#)
- [MARC, Sustainable Code Framework](#)
- [Form-Based Code Institute](#)



## **ACTION: Complete Streets**

A complete street is designed to provide safe access for all road users, including pedestrians, bicyclists, drivers and transit riders. Complete streets serve all users regardless of age or ability. Cities should define and adopt holistic policies to benefit all road users, including updated street design standards, based on guidelines from the National Complete Streets Coalition. Complete streets are also green streets that ensure that urban forest canopy coverage and stormwater management practices are embedded in street design to meet policy goals.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Enact and implement a municipal Complete Streets ordinance ([Kansas City, Missouri](#); [Baltimore](#)). If an existing policy is in place, review its effectiveness ([Austin, Texas](#); [Lewiston, Maine](#)).*

**Enact:** *Review and adopt Complete Streets policies to help inform and connect existing and future development in communities ([Hennepin County, Minnesota](#))*

### **Additional Resources**

- [Smart Growth America, National Complete Streets Coalition](#)
- [The Elements of a Complete Streets Policy, National Complete Streets Coalition](#)
- [U.S. Department of Transportation, Complete Streets](#)
- [MARC, Complete Streets Policy](#)
- [MARC, Complete Streets Handbook](#)



## **ACTION: Sidewalks**

Pedestrians require safe paths to walk. Local governments should evaluate the walkability of the environment, including the existence of well-maintained, properly-designed sidewalks that are proportionate to intersections with pedestrian signals.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Initiate a sidewalk repair program ([Fort Scott, Kansas](#); [Ann Arbor, Michigan](#); [Kansas City, Missouri](#)).*

**Encourage:** *Provide a sidewalk repair incentive program ([Fort Scott, Kansas](#); [Kansas City, Kansas Sidewalk Incentive Program](#); [Richardson, Texas](#)).*

**Enact:** *Implement development regulations that require sidewalks in new private developments or in significant rebuild projects ([Knoxville, Tennessee](#)).*

### **Additional Resources**

- [Public Health Law Center, Sidewalks in Kansas](#)
- [Minnesota Walks: Sidewalk Repair Funding Guide](#)





## **ACTION: Earn Walk-Friendly Community Designation**

A Walk Friendly Communities (WFC) designation recognizes towns and cities that support safe walking environments that are accessible and comfortable. According to WFC, “*To be truly Walk Friendly, a community must address and prioritize pedestrian needs in all program areas, from developing plans and building sidewalks to establishing and monitoring performance measures and evaluating projects. Communities should build programs that incorporate all of these strategies to comprehensively address walking and pedestrian safety.*”

The program offers five levels of recognition to distinguish among different levels of achievement.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Earn the Walk Friendly Community designation. Once earned, look for ways to achieve the next level of designation for their community.*

### **Additional Resources**

- [Walk Friendly Communities](#)
- [MARC, Making Your Communities Work for All Ages, A Toolkit for Cities](#)
- [MARC, Regional Pedestrian Policy Plan](#)

### **Examples:**

[Lawrence, Kansas](#): A Walk Friendly Community  
[Lee’s Summit, Missouri](#): A Walk Friendly Community  
[Somerville, Massachusetts](#): Walk Friendly Gold Level



## **ACTION: Accessory Dwelling Units (ADUs)**

An accessory dwelling unit is a small residence that shares a single-family lot with a larger primary dwelling. These can include garage apartments and backyard cottages and are sometimes lovingly called “granny flats.”

These units create economic value, increase housing options and affordability. They provide environmental benefits associated with their smaller size and by adding low-visibility density to existing neighborhoods, they reduce the pressure to accommodate population growth by expanding urban growth into undeveloped natural land, reduce the need for expanded roadways, and increase the efficacy of mass transit.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Offer small loans to build accessory dwellings ([Barnstable, Massachusetts](#)); simplify the building permit process for ADUs, waive or reduce permit and impact fees for ADUs ([Encintas, California](#)). Pre-approve model ADU designs and adopt legislation to encourage ADUs ([Seattle](#)).*

**Enact:** *Allow all types of accessory dwellings ([Minneapolis](#)).*



## Additional Resources

- [Accessory Dwellings, Model Code for Accessory Dwelling Units](#)
  - [AARP, All About Accessory Dwelling Units](#)
  - [The City of Portland, Oregon, Accessory Dwelling Units](#)
  - [Accessory Dwelling Units in New Hampshire, A Guide for Municipalities](#)
- 



## **ACTION: Reduce Minimum On-Site Parking**

Current on-site parking requirements often discourage entrepreneurs and businesses from locating in downtown and commercial districts, where small lot sizes cannot meet parking requirements. When these policies cause urban lots to remain empty, rather than filled with productive, tax-paying businesses and residential units, those areas are deprived of wealth. When the policies encourage reserving large swaths of developable land for vehicle parking, those areas are deprived of vibrant and walkable corridors.

In order to encourage pedestrian-focused downtown and commercial districts, local government should develop alternative methods to provide community-based parking.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** *Build centralized public parking structures ([Lenexa, Kansas](#)); Study parking challenges and establish plans to address them ([Overland Park, Kansas](#)).*

**Encourage:** *Allow property owners to lease parking credits in public parking garages ([Pasadena, California](#)). Provide incentives to shared parking facilities ([Overland Park, Kansas](#)).*

**Enact:** *Eliminate minimum on-site parking requirements ([Sandpoint, Idaho](#); [Kansas City, Missouri](#)).*

## Additional Resources

- [Walkable City Rules](#) by Jeff Speck
- [Strong Towns](#)
- [The High Cost of Free Parking and Parking and the City](#) by Donald Shoup
- [Smart Growth](#)

## Clean Vehicle Fleets and Fuels



### **ACTION: Green Vehicle Purchasing**

The availability of alternative-fueled and green vehicles has never been greater. In 2019, there are hundreds of light-duty and passenger vehicle options, dozens of medium-duty and heavy-duty vehicle options and a growing selection of purpose-built equipment with alternative-fuel options. Green vehicle purchasing policies set guidelines for purchasing low-emission, zero-emission, high-efficiency, and/or alternative fuel vehicles. Green vehicle purchasing policies may guide fleet managers to procure hybrid electric, battery electric, plug-in hybrid electric, fuel cell, compressed or liquid natural gas, or hydrogen-fueled vehicles, each with better fuel efficiency and often lower to zero greenhouse gas emissions when compared to internal combustion engine vehicles.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Adopt a green vehicle purchasing policy for the city.*

#### **Additional Resources**

- [Kansas City Regional Clean Cities Coalition, Metropolitan Energy Center](#)
- [Kansas City Regional Clean Cities, U.S. Department of Energy](#)
- [Cambridge Community Development Department, Green Fleet](#)
- [EPA, Federal Fleets using Low-Greenhouse Gas Emitting Vehicles](#)
- [Climate Mayors Electric Vehicle Purchasing Collaborative](#)

#### **Examples:**

[Columbus, Ohio](#): Green Fleet Action Plan  
[Ann Arbor, Michigan](#): Green Fleets Policy  
[Minneapolis](#): Green Fleet Policy  
[San Jose, California](#): Green Fleet Policy



### **ACTION: Promote Electric Vehicles (EVs) and EV-Ready Code**

Electric vehicles have lower emissions of both greenhouse gases and traditional air pollution (such as ozone and carbon monoxide), compared to vehicles with internal combustion engines. Vehicles that are charged exclusively by clean energy reduce emissions by 95 percent compared to conventional vehicles. Even when electric vehicles are charged from conventional grid power, emissions drop by 50 percent.

Municipalities' role in expanding electric vehicles includes ensuring clean energy charging stations can be deployed safely in places where people need to charge. Municipalities should prepare for the increase in electric vehicles by anticipating the installation of charging infrastructure today through updates to building codes and comprehensive plans.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Install electric vehicle charging stations at public buildings and facilities ([Irving, Texas](#); [San Francisco, California](#)).*

**Encourage:** Offer grant funding to offset the cost of purchasing and installing electric vehicle charging stations, especially in equity zones ([San Francisco, California](#)). Offer funding to transportation service providers to purchase EVs ([Columbus, Ohio](#)). Educate consumers about the benefits of EVs ([Columbus, Ohio](#)). Waive fees for EV charging stations ([Spokane, Washington](#)).

**Enact:** Amend building code to require EV-ready or EV-capable parking in new residential and commercial buildings ([Oakland, California](#); [Denver](#); [Atlanta](#)).

### Additional Resources

- [U.S. Department of Energy, Reducing Pollution With Electric Vehicles](#)
- [MEC, Electrify Heartland](#)
- [KCP&L Chargepoint Program](#)



### **ACTION: No Idling Zones**

Idling not only wastes fuel, but can actually produce more pollution per minute than driving. The U.S. Department of Energy estimates that eliminating idling by personal vehicles would be the equivalent to removing five million vehicles from the road. While not all idling can be avoided, eliminating 10 minutes of idling time from a single vehicle can prevent the production of up to a pound of carbon dioxide. Designate “no idling zones” at locations where large numbers of vehicles often idle such as schools, transit centers and construction sites. Provide education campaigns to make users aware of opportunities to turn off their vehicles, as well as to debunk common misconceptions related to idling. (i.e., restarting your car does not burn more fuel than leaving it idling).

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

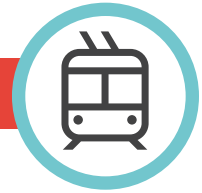
**Lead:** Adopt a city anti-idling policy ([Madison, Wisconsin](#)).

**Encourage:** Create a community awareness campaign to reduce idling ([Fitchburg, Wisconsin](#); [Flagstaff, Arizona](#)).

**Enact:** Adopt anti-idling law ([Johnson County, Kansas](#); [Kansas City, Missouri](#); [Washington, D.C.](#)).

### Additional Resources

- [MARC, Idle-Free Zones](#)
- [IdleBox, Toolkit for Idling Reduction Education and Outreach, Clean Cities Coalition Network, DOE](#)
- [EPA, Idle-Free Schools Toolkit for a Healthy School Environment](#)



## **ACTION: Increase Ridership**

Expanding transit service to and increasing transit ridership on heavily-traveled corridors can reduce reliance on single-occupancy vehicles, therefore reducing greenhouse gas emissions and local air pollution. In U.S. metropolitan areas that provide transit service, less than 5 percent of daily commuters use it, while in the Kansas City metro area, less than 2 percent of commuters use transit.

Establish specific goals and an implementation plan to grow mass transit ridership. Specific topics that local governments might consider include linking transit service to jobs, linking land use and development to public transportation, expanding funding to expand the breadth and frequency of service, and connecting transit with pedestrian and bicycle infrastructure.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Collaborate with transit agencies, regional and state partners and other municipalities to fund targeted expansions to transit service and implement policies and programs to increase transit ridership ([IndeBus, Independence, Missouri](#); [The Unified Government of Wyandotte County/Kansas City, Kansas](#); [Johnson County Transit](#)).*

**Encourage:** *Work with community partners to provide free or reduced cost transit rides for students, employees or other targeted audiences ([University of Missouri-Kansas City](#)).*

### **Additional Resources**

- [RideKC](#)
- [Smart Moves 3.0](#)
- [Kansas Department of Transportation, Public Transportation](#)
- [Missouri Department of Transportation](#)



## **ACTION: Transit-Oriented Development**

Prioritize development projects on and near transit corridors in support of regional goals to improve mobility in targeted corridors and activity centers. By creating more trip origins and destinations on existing corridors, ridership may go up without necessarily expanding transit service. Further, it will increase potential employment and economic growth opportunities with measurably less consumption of energy and emission of greenhouse gases.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Position municipal development projects and services in transit-served locations instead of areas not served by transit ([Chicago](#)).*

**Encourage:** *Provide grants and tax incentives for projects located in transit-served locations ([Kansas City, Missouri](#)).*

**Enact:** *Incorporate Transit-Oriented Development (TOD) provisions into local zoning codes for development near transit stops ([Kansas City, Missouri](#))*

#### **Additional Resources**

- [Transit Supportive Planning Toolkit](#)
  - [Urban Land Institute, Ten Principles for Successful Development Around Transit](#)
  - [Center for Transit Oriented Development](#)
- 



### **ACTION: Commuter Ridesharing Incentives**

Traditional ridesharing describes a group of people sharing transportation to a common destination. Commuting by rideshare has many benefits associated with limiting the number of vehicles on the roads, including requiring less energy, improving air quality, reducing traffic congestion and reducing costs by sharing the expenses associated with travel. New technology may enable increased ridesharing, producing low-cost emission reductions.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Encourage:** *Create commuter challenge contests ([RideshareKC](#)). Encourage municipal employees to use alternative modes of transportation to commute to work ([Portland, Oregon](#)). Facilitate ride matching ([Research Triangle, North Carolina](#)). Promote ridesharing with tools for the community ([Austin, Texas](#)). Offer vanpool lease agreements ([Capital Metro Transportation Authority, Texas](#)). Offer reserved parking and reduce parking permit fees for carpooling ([University of Texas](#)). Encourage local businesses to adopt commuter incentives for employees ([Seattle Children's Hospital](#)).*

#### **Additional Resources**

- [Department of Transportation, Ride Sharing](#)
- [Environmental Protection Agency, Carpool Incentive Programs](#)
- [Department of Energy, Ride Sharing](#)

## Bicycle Infrastructure



### **ACTION: Earn Bicycle-Friendly Community Designation**

The desire to travel by bicycle is not enough to get most people cycling. Cities have to be designed to make cycling safe, easy and comfortable. The League of American Bicyclists awards “Bicycle Friendly Community” designations to cities that make cycling safe and convenient. The Bicycle Friendly Community designation is awarded at five different levels, from Bronze to Diamond, to recognize different levels of achievement. The Bicycle Friendly report card examines a community’s ridership, crash and fatality rates; examines enforcement, education and engineering policies and efforts; whether a city has a bike plan and bike staff; and how a community encourages cycling.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Earn the League of American Bicyclists Bicycle Friendly Community designation ([Shawnee, Kansas](#)).*

**Encourage:** *Encourage businesses, organizations and universities in your metro area to seek Bicycle Friendly designations ([Tampa, Florida](#); [Arlington, Virginia](#))*

#### **Additional Resources**

- [League of American Bicyclists, Bicycle Friendly Communities](#)
- [League of American Bicyclists, Bicycle Friendly Businesses](#)
- [League of American Bicyclists, Bicycle Friendly Universities](#)



### **ACTION: Safe Routes to School**

Nationally, 10-14 percent of morning rush hour trips are travel for school. Ensuring that school children have safe routes to walk or ride bikes to school eliminates some of these trips. Safe Routes to School programs bring together transportation, public health and planning professionals, school communities, community groups and families to educate, encourage and engineer changes to the physical environment; and law enforcement officials to enforce traffic laws protecting these kid-safe routes. Recommendations can include upgrading sidewalks and crosswalks to create separation between sidewalks and roadways.

**Local Government Role(s):**  Lead by Example  Encourage Action  Enact Policy

**Lead:** *Incorporate Safe Routes to School engineering guidelines in municipal projects ([Phoenix](#)). Launch a Safe Routes to School program ([Wyandotte County, Kansas](#)).*

**Encourage:** *Provide a sidewalk repair incentive program ([Fort Scott, Kansas](#)).*

**Enact:** *Implement development regulations that require sidewalks in new private developments ([Overland Park](#)).*

## Additional Resources

- [National Center for Safe Routes to School](#)
  - [Safe Routes Partnership](#)
  - [Kansas Department of Transportation](#)
  - [Missouri Department of Transportation](#)
  - [BikeWalkKC Safe Routes to School Program](#)
- 



## **ACTION: Create Cycling Networks**

Communities that are bike-friendly can reduce dependence on automobiles. Creating a cycling network that includes diverse facility types such as bike paths, bicycle boulevards, cycle tracks, conventional lanes and slow-flow streets supports this goal. Regional partners should collaborate to connect on and off-road bicycle facilities with existing and planned regional trail networks. Plans should also support infrastructure needs, such as bicycle parking in various facility types.

**Local Government Role(s):** ■ Lead by Example ■ Encourage Action ■ Enact Policy

**Lead:** *Include bicycle parking at municipal facilities ([San Jose, California](#); [Philadelphia](#)). Fund and construct cycling networks throughout the community ([Indianapolis Cultural Trail](#))*

**Encourage:** *Provide grants for bike parking in business districts or neighborhoods ([Cambridge, Massachusetts](#)).*

**Enact:** *Implement development requirements that minimum bicycle parking be provided in new private development projects ([Portland, Oregon](#)).*

## Additional Resources

- [MARC, Greater Kansas City Regional Bikeway Plan](#)
- [Bike Friendly Cities - Seville, Spain](#)
- [Department of Transportation, Noteworthy Local Policies](#)
- [Pedestrian and Bicycle Information Center, Connected Multimodal Networks](#)



Special thanks to U.S. Engineers for their support of the Climate Action KC Playbook.



This booklet is printed on 100% Recycled Fiber (Post-Consumer).



This paper is manufactured using methane gas and Processed Chlorine Free.



PERMANENT  
Age-resistant paper certified by the American National Standards Institute.



The mark of responsible forestry  
Raw materials certified by the Forest Stewardship Council.





Due to COVID-19 restrictions, most meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

**MAYOR'S ANNOUNCEMENTS**  
**Tuesday, September 8, 2020**

Arts Council	09/09/2020	5:30 p.m.
Village Vision 2.0 Virtual Public Meeting	09/09/2020	6:30 p.m.
City Council	09/21/2020	6:00 p.m.
Environmental Committee	09/23/2020	7:00 p.m.

---

---

**INFORMATIONAL ITEMS**  
**September 8, 2020**

1. Constitution Week proclamation
2. September Plan of Action

# CITY OF PRAIRIE VILLAGE

## Proclamation

### Constitution Week - September 17 – 23, 2020

**WHEREAS**, September 17, 2020 marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

**WHEREAS**, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

**NOW THEREFORE, I**, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the week of September 17 through 23 as **Constitution Week** in the City of Prairie Village, Kansas, and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 8th day of September, 2020.

---

Mayor Eric Mikkelson

---

Adam Geffert, City Clerk



# THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

**DATE:** September 2, 2020

**TO:** Mayor Mikkelson  
City Council

**FROM:** Wes Jordan 

**SUBJECT:** SEPTEMBER PLAN OF ACTION

The following projects will be initiated during the month of September:

- Noise Ordinance Amendment(s) - Wes/David (09/20)
- Court Statistics - Deana/Jamie (09/20)
- Teen Council - Piper/Staff (09/20)
- Diversity Task Force - Mayor/Staff (09/20)
- Historic Trail Signage - Keith (09/20)
- Financial Director Hiring Process - Staff (09/20)
- Website Update/Muni-Code Project - Adam (09/20)

### In Progress

- Park & Rec Fall Programming - Meghan (08/20)
- Paris Climate Agreement Adoption - Meghan (08/20)
- Back to School with a Firefighter - Meghan/PV Foundation (08/20)
- Virtual Community Engagement re Village Vision 2.0 - Jamie (08/20)
- Updates to Building Permit Instructions/Handouts - Jamie (08/20)
- STO/UPOC Update - Court (08/20)
- Cares Fund Reimbursement - Lisa/Wes (08/20)
- Tree Protection Zoning Consideration - Staff (08/20)
- Bias Training - Byron (07/20)
- Meadowbrook Park Public Art Project - Jamie/Ron (06/20)
- Community Meeting w/Appraiser - Ashley (04/20) [delayed]
- 20/20 Fitness Business Introduction to Council - Wes (04/20) [delayed]
- Energy Efficiency Audit Public Buildings - David McAuliffe (04/20)
- Civic Center Action Plan - Staff (03/20) [on hold]
  - Bond Capacity Discussion w/Council - Jeff White
  - Framework of Partnership Agreements with YMCA & Library
  - MOU - Public Engagement & Site Design
- Evergy Update - Wes (03/20) [delayed]
- Committee Volunteer Waiver Update - Staff (03/20) [delayed]

- Sustainability Grant Program - Jamie (02/20) [pending Council direction]
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]
- 2018 Building Code Adoption - Jamie/Mitch (01/20)
- PW New Facility Planning - Keith (09/19)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Fee Schedule Review - Adam (08/19)
- JOCO Municipalities Housing Study Task Force - Jamie (07/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)
- Statuary Maintenance Plan - Meghan (05/19)
- Longevity Award Update - Cindy/Jamie (05/19)
- Property Maintenance Code Revisions - Jamie (03/19)
- Contractor's License Requirements/Revisions - Jamie (03/19)
- Census 2020 - Ashley (02/19)
- Personnel Policy Updates - Cindy/Jamie (07/18)
- Organization of City Records/Contracts - Adam (05/19)
- Village Vision/Comp Plan Update - Chris/Jamie/Wes (11/17)
- Sculpture Unveiling - Keith (11/19) [delayed]

#### Completed

- Negotiating resident rates for Composting/Glass Recycling - Jamie (07/20)
- Onboarding new HR Manager - Jamie (07/20)
- Rezoning Requests 7632/7641 Reinhardt - Jamie (07/20)
- Animal Enumeration Consideration - Adam (08/20)
- UCS Annual Summit - Jamie (08/20)
- 2021 Budget Public Hearing & Adoption - (08/20)
- Zoning Public Hearing - Chickens - Jamie (08/20)
- Village Voice - Ashley/Staff (08/20)
- P/C Work Session to Finalize Village Vision 2.0 - Jamie (08/20)
- 2021 MH Budget & Contract - Chief (07/20)
- Zoning Amendment to Allow Chickens - Jamie (07/20)
- Noise Ordinance Review - Chief/Byron/Wes (07/20)
- Environmental Committee Vacancy - Meghan (04/20)
- Solid Waste Assessment - Lisa/Adam (08/20)

#### Tabled Initiatives

- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- E/V Charging Station Installation - Staff