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COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 1, 2025
6:00 PM

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **APPROVAL OF THE AGENDA**

V. **INTRODUCTION OF STUDENTS AND SCOUTS**

VI. **PRESENTATIONS**

- Recognition of outgoing councilmembers
- Swearing in of new councilmembers

VII. **PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on December 1. Comments will be shared with Councilmembers prior to the meeting.

VIII. **CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular city council meeting minutes – November 17, 2025
2. Consider agreement with Gordon CPA, LLC to audit the city's 2025 financial statements
3. Consider approval of electrical proposal from Pro Circuit for installation of lights at Harmon Skate Park (BG390002)
4. Consider issuance of cereal malt beverage licenses for 2026
5. Consider bid award for tree removal and emergency services
6. Consider bid award for pavement marking services
7. Consider bid award for custodial services
8. Consider bid award for weather services

IX. **COMMITTEE REPORTS**

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2025-52	Consider election of council president Mayor Mikkelson
COU2025-53	Consider approval of items related to municipal complex project financing Jason Hannaman/Kevin Wempe/Adam Pope
COU2025-51	Consider amendments to Chapter II. Animal Control and Regulation Article 1 Captain Porter
COU2025-54	Consider 2026 property tax rebate program recommendations Adam Geffert

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

COU2025-55	2026 Recommended program changes and annual report: exterior and sustainability grants Nickie Lee

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com.

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
NOVEMBER 17, 2025

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 17, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buum, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Deana Scott, Court Administrator; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Gallagher made a motion to approve the agenda as presented. The motion was seconded by Mr. Reddell and passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Chief McCullough and Sgt. Travis Gray recognized graduates of the Citizens Police Academy.

  **As a member of the graduating class, Councilmember Dave Robinson left the dais to participate in a graduation celebration and returned during public participation*

- Senator Ethan Corson and Representatives Stephanie Clayton, Jerry Stogsdill, and Rui Xu provided legislative updates to the Council.

- Staff from Evergy gave an update on electrical services in the city.

PUBLIC PARTICIPATION

- Jim Rosberg, Ward 1, shared concerns about property taxes
- Pam Justus, Ward 6, noted her objection to financial contributions to United Community Services
- Anna Gepson, Ward 2, expressed her disapproval about comments made by certain councilmembers
- Paul Gorelick, Ward 6, stated that he was happy with the results of the recent election

CONSENT AGENDA

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

1. Consider approval of regular city council meeting minutes – November 3, 2025
2. Consider approval of expenditure ordinance #3056
3. Consider memorandum of agreement with Little Government Relations for government relations and lobbying services in 2026
4. Consider design agreement with Trekk Design Group for the design of Roe Avenue, 63rd Street to 83rd Street (ROAV0008 2026 CARS)
5. Consider renewal of Blue Valley Public Safety contract for the city's outdoor warning siren system maintenance for 2026
6. Consider renewal of information technology services between Johnson County DTI and the City of Prairie Village
7. Consider contract with CivicPlus for website redesign & content management system and for agenda & meeting management system
8. Consider approval of the governing body handbook
9. Consider interlocal agreement with Johnson County for project DRAIN-24X: 75th Street and Briar Street culvert replacement
10. Consider approval of a contract with Great Plains SPCA for animal shelter services

Mr. Gallagher made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

COMMITTEE REPORTS

- Mr. Dave Robinson read a message from a resident that provided information about "Candy Cane Lane", a Prairie Village holiday fixture at 79th Street and Outlook Lane since 1958.

- Mr. Nelson stated that Johnson County Election Commissioner Fred Sherman had spoken to the diversity committee at its November meeting about encouraging the

Kansas Secretary of State to make Spanish-language voting materials accessible. He noted that Mr. Sherman would also attend the December 15 city council meeting, at which the council would consider a non-binding resolution from the committee regarding the voting materials.

Mr. Nelson also shared that Holocaust-survivor and Prairie Village resident Sonia Warshawski had turned 100 years old on November 15. Ms. Warshawski was the subject of a documentary called "Big Sonia", which had a special showing at the Glenwood Arts Theater in honor of her birthday.

- Ms. Nguyen thanked those that had attended the installation of the interpretive panel at Porter Park.

MAYOR'S REPORT

- The Mayor shared information about events that had taken place since the previous council meeting:
    - A mayors dinner with local legislators
    - A Metro Chiefs and Sheriff's Association valor awards event, at which Prairie Village Officer Seth Dittemore was given a lifesaving award
- The Mayor shared information about the following upcoming events:
    - The Northeast Johnson County Chamber of Commerce's annual gala on November 22
    - The annual holiday tree lighting ceremony at the Corinth Shops on December 4
    - The annual committee volunteer appreciation party on December 6
    - The annual gingerbread house building event on December 7
- The Mayor also noted the results of the recent election in the city

STAFF REPORTS

None.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

COU2025-47 **Consider 2026 contribution allocation recommended by United Community Services for Human Service Fund grants**

Erika Garcia Reyes, Director of Resource Allocation with United Community Services of Johnson County (UCS), gave a presentation describing the core functions of the organization and its focus on education and advocacy, mobilization and planning, and targeted resource allocation. She noted that the allocations, collected from cities within Johnson County, were used to provide services to residents and improve the well-being of the community. Prairie Village had contributed to the fund each year since 1990.

Ms. Garcia Reyes stated that general tax dollars were awarded to non-profit organizations which operated health and human services programs meeting the needs of Johnson County residents at, below, or near the federal poverty level. The human services fund provided a direct benefit to local governments and taxpayers by reducing the need for more costly interventions at public expense, such as law enforcement, courts and code enforcement. If approved, the $11,500 budgeted for the program would be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2026 Human Services Fund Recommendation Report.

Mr. Dave Robison made a motion to approve the recommendations of the UCS Grant Review Committee contained in the 2026 Human Service Fund Recommendation Report and a contribution to UCS of $11,500. Mr. Nelson seconded the motion. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves, Gallagher; "nay": Reddell. The motion passed 10-1.

COU2025-48 Consider 2026 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2026 alcohol tax funds and 2026 opioid settlement funds

Piper Reimer, outgoing Chair of the Drug and Alcoholism Council of Johnson County, provided information about the work that the council provided to county residents, and noted that Deputy City Administrator Nickie Lee would be the new Prairie Village representative for the organization.

Ms. Garcia Reyes said that state statutes required that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol and drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a grant review process that provided a structured and accountable system that allowed organizations, through one application, access to funds from multiple jurisdictions.

She added that UCS managed the allocation of statewide opioid settlement funds (OSF) for Prairie Village as well as five other cities and Johnson County. State statute mandated that 75% of the funds be retained by the state, and the remaining 25% be distributed to municipalities on a per capita basis. Cities must use the entirety of the funds received toward programs that prevent, reduce, treat or mitigate the effect of substance abuse and addiction. Beginning in 2024, UCS combined the management of alcohol funds (ATF) and opioid funds (OSF) into the substance use continuum of care fund (SUF).

Ms. Garcia Reyes noted that the Drug and Alcoholism Council made recommendations to cities for the expenditure of their funds, but that cities had the ultimate authority and responsibility for determining the allocation of their portion of the alcohol tax fund. The city's 2026 budget included an allocation of $50,000 from the special alcohol fund, an increase from $44,000 in years 2021-2025. Because of the limited history to plan for OSF amounts received, along with the fact that staff relied on the attorney general's office to provide projections, staff told UCS that allocations would be made in the year following receipt. Based off of actual 2025 OSF receipts, the 2026 budget allocated $23,000 to UCS for the program, a decrease of $27,000 from the $50,000 contributed in 2025 as a result of lower actual amounts received in 2025 from various settlements.

Mr. Dave Robinson made a motion to approve the recommendation of the Drug and Alcoholism Council of Johnson County contained in the UCS Fund Recommendations Report and approve a contribution to UCS of $44,000 of alcohol tax funds and $50,000 of opioid settlement funds from the 2025 community programs budget in the special alcohol fund. Mr. O'Toole seconded the motion, which passed 11-0.

COU2025-49 Consider adoption of the 2025 Standard Traffic Ordinance for Kansas Cities and the 2025 Uniform Public Offense Code for Kansas Cities

Ms. Scott said that on an annual basis, the city received the latest edition of the Standard Traffic Ordinance (STO) and the Uniform Public Offense Code (UPOC) from the League of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances are compared to current city ordinances for any discrepancies. Any changes are reviewed and approved by the city prosecutor and city attorney.

The changes include the following:

<u>STO Ordinance</u>:
Change the STO edition year to 2025, reference to Ordinance #2507, "Laws for Electric-Assisted Bicycles and Scooters," and general housekeeping items regarding the new edition.

<u>UPOC Ordinance</u>:
Change the UPOC edition year to 2025 and general housekeeping items.

Mr. Shelton moved to adopt Ordinance #2511, incorporating the Standard Traffic Ordinance, 2025 edition. Mr. Agniel seconded the motion. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

Mr. Shelton moved to adopt Ordinance #2512, incorporating the Uniform Public Offense Code, 2025 edition. Mr. Agniel seconded the motion. A roll call vote was taken with the

following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

COU2025-50 Consider traffic calming measures on Tomahawk Road from Roe Avenue to 71st Street

Mr. Bredehoeft said that residents along Tomahawk Road requested to have traffic calming measures installed. A traffic calming study was performed that justified their installation; a resident meeting was held, and afterward, the final petition reached the 60% threshold required to install the measures. Residents requested that lanes be narrowed to 10' via pavement markings as well as adding two speed display signs. A letter was sent to all residents along Tomahawk Road between Roe Avenue and 71st Street notifying them of the proposed traffic measures, and that the council would be considering them at its November 17 meeting. He added that the approximate cost of the calming measures would be $10,000.

Ms. Selders made a motion to approve the traffic calming measures as presented. Mr. Nelson seconded the motion, which passed 11-0.

Mr. Nelson made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Agniel and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE

COU2025-51 Consider amendment to Chapter II, Animal Control and Regulation Article 1

Chief McCoullough said that the city prosecutor and police department cooperated to amend and change portions of the animal control and regulation ordinance. In addition to general clean-up and definition changes, the "Public Nuisance" section, 2-125, was changed to "Animal Nuisance", and the reference to the city noise ordinance was removed. He noted that the departments felt the changes will be more operationally effective for animal control personnel and allow proper prosecution when necessary.

An additional change included amending the definition of a "dangerous wild animal" to remove language allowing monkeys of a species whose average adult weight is under 20 pounds. The change would align the city with many agencies in the metropolitan area that do not allow monkeys of any size due to the risk of bites, scratches, and disease. Chief McCullough added that the police department was aware of one licensed spider monkey under 20 pounds within the city. The proposed ordinance change would prohibit the owner from keeping the monkey. Staff recommended that if approved, the changes not take effect for 90 days, giving the owner time to remove the monkey from the city.

Mr. Dave Robinson asked if there had been any issues with the monkey currently in the city. Chief McCullough stated that the police department had received a call that the monkey had scratched a child at a city park, but the skin was not broken. The monkey's owner agreed not to let the monkey off-leash again at a city park to avoid incidents.

Mr. Dave Robinson, Ms. Nguyen and Ms. Selders stated their support for adding a "grandfather clause" to allow the monkey to remain in the city, particularly since the resident had followed city rules and purchased a license for it.

Ms. Selders made a motion to recommend approval of the proposed changes with the addition of a "carve-out" to grandfather the existing monkey to allow it to remain in the city. The motion was seconded by Mr. Dave Robinson.

Mayor Mikkelson suggested a compromise could possibly be reached by extending the period of time given to the owner to re-home the monkey.

Mr. Dave Robinson asked Ms. Selders if she would change her motion to require a special permit for the existing monkey rather than grandfathering it in, so that additional rules could be added concerning where the monkey would be allowed in the city. Ms. Selders agreed to the change. A vote on the motion failed 7-4, with Ms. Selders, Ms. Nguyen, Mr. Dave Robinson and Mr. Reddell in support.

Mr. O'Toole made a motion to recommend approval of the proposed changes to the ordinance as presented. Mr. Graves seconded the motion, which passed 10-1, with Mr. Dave Robinson in opposition.

Mr. Dave Robinson moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Graves and passed 11-0.

EXECUTIVE SESSION

At 9:06 p.m., Mr. Gallagher made the following motion:

"I move the City Council recess into an executive session for a period of 20 minutes on the subject of consultations with the City Attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, Finance Director, and City Attorney will be present. The open meeting will resume at 9:26 p.m."

The motion was seconded by Mr. Graves and passed 11-0.

The open meeting resumed at 9:26 p.m.

At 9:27 p.m., Mr. Gallagher made the following motion:

"I move the City Council recess into an executive session for a period of 15 minutes on the subject of consultations with the City Attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, Finance Director, and City Attorney will be present. The open meeting will resume at 9:42 p.m."

The motion was seconded by Mr. Shelton and passed 11-0.

The open meeting resumed at 9:42 p.m.

ANNOUNCEMENTS
Announcements were included in the council meeting packet.

ADJOURNMENT
Mayor Mikkelson declared the meeting adjourned at 9:43 p.m.

Adam Geffert
City Clerk

ADMINISTRATION

Consent Agenda: December 1, 2025

Consider Agreement with Gordon CPA LLC to Audit the City's 2025 Financial Statements

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SUGGESTED MOTION

Move that the Council approve the agreement with Gordon CPA LLC to audit the City's 2025 financial statements.

BACKGROUND

KSA 75-1122 requires the City to have an annual audit. In 2023, the City issued a Request for Proposals for auditing services and selected Gordon CPA LLC to perform the 2023 audit. The engagement is for a three-year contract with two additional one-year options to renew. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audits of the 2024 financial statements timely and with no issues.

Staff noted that the transition from the prior auditing firm was smooth and Gordon CPA LLC services have been satisfactory. Staff recommends maintaining the services of the auditor for 2025 financial statements. The proposed fee for the 2025 audit is $33,125 as scheduled in the original 2023 RFP. This represents an increase of 4% over the prior year's fee. The 2025 audit will include a single audit if the City spends at least $750,000 in federal funds, which is considered likely due to final American Rescue Plan Act (ARPA) expenditures. A single audit is a rigorous, organizational-wide financial statement and federal awards audit for entities that expend $750,000 or more of federal assistance. The cost for the single audit is $3,000 per major program.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2025 budget for the Financial Management Program.

ATTACHMENTS: Agreement with Gordon CPA LLC.

Prepared By: Jason Hannaman, Finance Director
Date: November 19, 2025

GORDONCPA
AUDITING
ACCOUNTING
CONSULTING

4205 W 6th St Ste C
Lawrence, KS 66049

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November 3, 2023

Mayor and City Council
City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

We are pleased to confirm our understanding of the services we are to provide the City of Prairie Village, Kansas, (the City) for the years ended December 31, 2023 through 2025, with options to renew for the years ended December 31, 2026 and 2027.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, budgetary comparison schedules and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for each year ended December 31, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited: Management Discussion and Analysis, the OPEB information and the pension liability information.

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining statements and individual fund statements.

The objectives of our audit is to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we will exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of understanding of the City and its environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omission, misrepresentation, or the override of internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation and capital asset depreciation schedule compilation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services, and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of emails transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees and Other

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from me. Any official statements in connection with debt issuances which include the above-mentioned audit reports and financial statements shall contain the following: “Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement.”

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The workpapers for this engagement are our property and constitute confidential information. However, we may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement.

During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, to the extent permitted under Kansas law, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Gordon CPA LLC and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within Johnson County, Kansas, by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Sean Gordon, CPA is the engagement partner and is responsible for the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed (except as noted above and below) $30,625 for the year ended December 31, 2023. Future audit fees will be as follows:

$31,850 for the year ended December 31, 2024
$33,125 for the year ended December 31, 2025
$34,450 for the year ended December 31, 2026*
$35,825 for the year ended December 31, 2027*

*options to renew by City staff with concurrence of the City Council

The fee for the audit of each major single audit program shall not exceed $3,000 each year.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Prairie Village, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed and return a copy of it to us.

Very truly yours,

Gordon CPA LLC
Certified Public Accountant

By:______________________________
Sean M. Gordon, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Prairie Village, Kansas.

By:______________________________

Title:_____________________________

Date:_____________________________

PUBLIC WORKS DEPARTMENT

CONSENT AGENGA: December 1, 2025

CONSIDER APPROVAL OF ELECTRICAL PROPOSAL FROM PRO CIRCUIT FOR INSTALLATION OF LIGHTS AT HARMON SKATE PARK (BG390002)

RECOMMENDATION

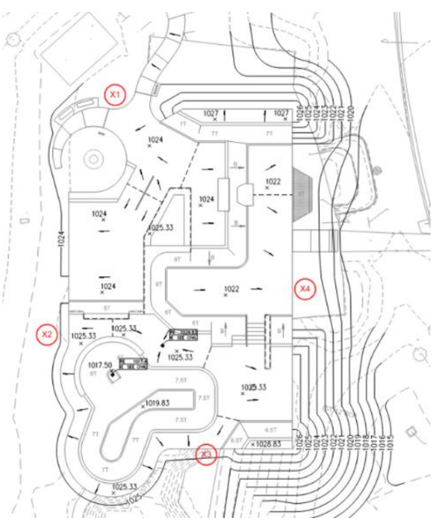
Move to authorize the Mayor to sign the electrical proposal from Pro Circuit for installation of lights at Harmon Skate Park in the amount of $35,425.00

BACKGROUND

As part of the 2023 CIP process, money was set aside in the amount of $115,000 to install lighting at Weltner Basketball Court and Harmon Skate Park.

Weltner Basketball Court lighting installation is currently in progress.

On October 21, 2025 City Staff reached out to the two most recent electrical service suppliers to provide a quote for the installation of the lights at Harmon Park on or before November 14, 2025. One provider responded, Pro Circuit.



The project will place four multi-directional lights and connect to the power on site. Two of the lights will have a locked electrical outlet for staff use during events. All of the lights will be on a timer with an override for use during events on the stage.

Pro Circuit is currently our on-call electrical service provider and has performed well in the past. They submitted a proposal well below the anticipated cost of $75,000.

The contract will be awarded for $35,425. Change order authorization up to $10,000 additional dollars from the CIP project BG390002 is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

FUNDING

There is funding allocated in the CIP Project BG390002.

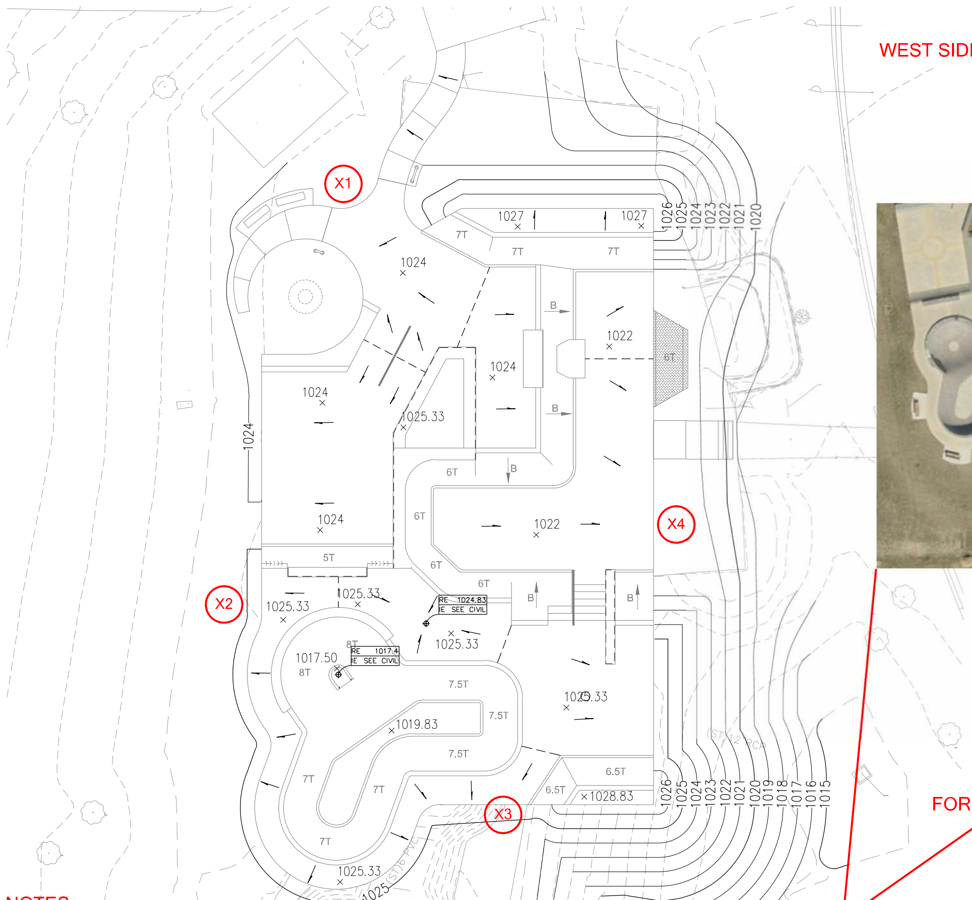
ATTACHMENTS

1. Pro Circuit proposal for signature.

PREPARED BY

Melissa Prenger, City Engineer November 21, 2025

SKATE PARK IS LOCATED ON THE
WEST SIDE OF LARGE PARKING LOT OF CITY HALL
7700 MISSION ROAD



FOR QUESTIONS / ADDITIONAL INFORMATION
PLEASE CONTACT
MELISSA PRENGER
PV PUBLIC WORKS
913-385-4655
MPRENGER@PVKANSAS.COM

NOTES:
1. X2 and X4 includes an outlet with a locked box for staff access during events.
2. Lights should function as auto on at dusk with auto off at 11 pm.
3. Override switch available to staff for turning all lights off during evening events on the stage.
4. Connect to power at location shown.

0 5 10 20
SCALE : 1" = 10'-0"

NEW LINE SKATEPARKS INC.
BUILDING SKATEBOARDING

95% PROGRESS SET
NOT FOR CONSTRUCTION

PROJECT:
HARMON PARK SKATE PARK

LOCATION:
Harmon Park
W 77th Place, Prairie Village, KS 66208

DRAWN:	RC / MS	START DATE:
CHECKED:	KR	MAY 2020
APPROVED:	KR	

DRAWING TITLE:
SKATE PARK GRADING & DRAINAGE PLAN

SCALE: AS SHOWN | PAGE SIZE: 22"x34"

PROJECT NUMBER: US2019-13

DRAWING NUMBER: SP-3.1 | REV

ELECTRICAL PROPOSAL

Date: November 11, 2025

To: City of Prairie Village, KS

Project Name: Harmon Skate Park Pole Lighting Scope #:Electrical	**Base Bid: $35,425.00**

Pro Circuit, Inc. is pleased to present our proposal for the above referenced project. We propose to furnish the manpower, material, tools and equipment necessary to complete the referenced project. This proposal is based upon our interpretation of the plans and specifications. Any extra work, for items which are not shown, will be done at an agreed extra price. Should you award Pro Circuit a contract, understand that this proposal shall be a part of the Contract documents.

Base Bid:

Provide Pro Circuit To Trench from existing Lighting Control Box to (4) Pole Light Locations
Provide and Install PVC Conduit and THHN Conductors from Pole Bases to existing Lighting Controller
Provide and Install Rebar rings and Rebar for Pole Cages and assemble (4)
Provide and Install Sonno Tube for each pole Location (4)
Provide and Install Concrete for bases and finish at grade level for (4) pole bases
Provide and Install (4) Anchor bolt kits
Provide and Install (4) 20’ Poles as shown on spec sheet
Provide and Install (12) LED Fixtures as shown on spec sheet
Provide and Install (4) Bull Horns as shown on spec sheet for mount of fixture
Provide and Install PVC Conduit, Bare ground wire, Ground Rods, Clamps for (4) Pole Locations
Provide and Install Time Clock in existing lighting controller, Dial type as used city wide
Call in for Locates, Private locates by others
Provide Rental, Pickup, Delivery, Fueling of Trencher and Auger
Provide Pro Circuit to auger (4) pole bases
Provide Pro Circuit Bucket Truck and operator
Provide Pro Circuit to Install Poles and Aim fixtures
Provide and Install Grass see, Straw along trench route to repair turf
Provide Pro Circuit to backfill trench with removed spoils from trenching, no new fill dirt or gravel
Provide Pro Circuit Techs to label circuitry and lighting controller with new circuitry
Provide and Install all Pole Hardware and Hand hole covers, pole caps
Provide and Install THHN Conductors up each pole to heads (4)
Provide Lighting Photometric Plan as requested
Provide and Install (1) GFCI receptacle with Locking Cover as requested
Utilize existing breakers assumed to be in existing lighting controller/panelboard

Exclusions:

Potholing
Gravel or Fill Dirt
Trenching Through heavy debris; Rocks, Roots, Asphalt, Gravel, concrete
Boring
Trenchless Excavation
Compaction under drives
Saw cutting
Asphalt Repair/Replacement
Additional pole heads or fixtures
Additional Breakers other than existing
Additional Troubleshooting
Arc Flash Labeling
Arc Flash analysis
Attic Stock
Additional Fixtures
Troubleshooting
Utility Charges
Overtime
Bonding
Permit fees

Recommendations:

Arc Flash

This quote DOES NOT include arc flash labeling or analysis unless specified in the "includes" or is part of the engineered specifications. Arc Flash information labeling on existing and newly installed electrical equipment helps protect employees from the dangers of arc flash and informs employees of the proper personal protection equipment required and is the responsibility of the employer and or owner of the facility or the owner of the electrical equipment. Arc Flash Hazard Analysis and labeling ensures that the customer is meeting OSHA 29 CFR 1910.333 requirement that "employers must employ safety-related work practices to prevent electrical shock or other injuries resulting from either direct or indirect electrical contact". These "safety-related practices" are indicated in the NFPA 70 E. Pro Circuit, Inc. recommends arc flash labeling on all electrical equipment and can provide this as part of a quote, as requested.

Infrared Scanning

IR Scans are an excellent tool that can eliminate equipment failure, loss of productivity or even loss from fire. This truth is recognized by the Property Insurance Industry as several Insurance Providers either require IR Scans for continued coverage or give a discount to customers having IR scans performed on electrical equipment.

Arc Flash Analysis/Labeling and IR scanning is not included in this quote unless specified in the "includes" or is part of the engineered specifications. Pro Circuit, Inc. provides these services and makes these recommendations because we believe it is our duty to inform our clients/customers of the latest recommendations concerning Electrical Safety.

Terms & Remarks

The above price is valid for 30 days, except as provided in the escalation clause, from the proposal date shown above. This scope is broken down into the areas we feel are required to complete this project. We always try to bid our work according to the plans and specifications. If you feel that this scope is lacking in any area, please contact our firm immediately.

Pro Circuit, Inc. will provide a Progress Bill every two weeks or as listed in the contract documents. Our terms are Net 30 Days. If paying by credit card, include an additional 2.5% processing fee in the amount paid. 1.5% finance charge per month will be applied to any Invoice/Progress Billing or Finance Charges not paid within Terms. Customer agrees to pay all costs for any expenses incurred to collect past due amounts. By my signature below I agree to all terms and conditions listed within.

Acknowledging that project bid schedules often differ from the actual construction schedule and the labor shortage in our trade, upon award, Pro Circuit Inc. will review the project's construction schedule to ensure it works within our overall manpower schedule. Pro Circuit Inc. reserves the right to change pricing or decline a contract offer.

Pro Circuit Inc. cannot be held responsible for any production issues, delivery issues, material shortages and supply chain disruptions, as it relates to this project's scheduling. Original delivery dates per subcontractor & vendor quotes are as set & established upon award of the project. Delivery & material date changes and uncontrollable lead times need to be considered, as time extensions, or an alternative option(s) must be found, if an issue. Any additional cost(s) will be reviewed and approved by the owner, prior to making material changes or substitutions. Any acceleration cost(s) or impacts, as directed by the owner, will be the responsibility of the owner, as required.

Waiver of Claims for Consequential Damages

Notwithstanding any provision herein to the contrary Pro Circuit Inc. shall have no liability whatsoever for consequential, indirect, delay, special, incidental or liquidated damages whether arising in contract, tort, indemnity, warranty, strict liability or otherwise.

Pro Circuit Inc - Exhibit A

This Contract/Proposal is conditioned upon the ability of Subcontractor to complete the Work at the present prices and availability for material or equipment that Subcontractor is providing as a part of this Contract/Proposal as said material or equipment is priced as of the date this Contract/Proposal is executed. If Subcontractor is, at any time or for any reason, unable to complete the Work covered by this Contract/Proposal at the present prices for material or equipment or if the Subcontractor is unable to procure said materials and equipment promptly as and when needed then Subcontractor's pricing in this Contract/Proposal, time of completion, and/or any other contract requirements affected by this material or equipment price increase or shortage, shall be either: (1) revised to reflect the increased price of the material and equipment and time to complete the Work; or (2) equitably adjusted by Change Order in accordance with the procedures set forth in this Contract. Contractor's consent to any such change shall not be unreasonably withheld, and it shall be presumed that Subcontractor is entitled to said increase in the Contract Sum or enlargement of time to perform its work under this Agreement/Proposal if Subcontractor submits a revised proposal or Change Order on these grounds. The Subcontractor shall be allowed to revise its proposal or receive a Change Order if an item of material or equipment increases by 5% or more between the date of the Contract/Proposal and the date of the commencement of the applicable work.

Pro Circuit Inc – Exhibit B

This Contract/Proposal is conditional upon the ability of subcontractor to complete the work at the present price and within a specified time when contingent on the city to request engineered drawings or other cost associated with obtaining permits. If Subcontractor is, at any time or for any reason, unable to complete the Work covered by this Contract/Proposal at the present prices for obtaining electrical permit or if the Subcontractor is unable to procure said permit promptly as and when needed then Subcontractor's pricing in this Contract/Proposal, time of completion, and/or any other contract requirements affected by obtaining, shall be either: (1) revised to reflect the increased price of cost associated to meet city requirements and time to complete the Work; or (2) equitably adjusted by Change Order in accordance with the procedures set forth in this Contract. Contractor's consent to any such change shall not be unreasonably withheld, and it shall be presumed that Subcontractor is entitled to said increase in the Contract Sum or enlargement of time to perform its work under this Agreement/Proposal if Subcontractor submits a revised proposal or Change Order on these grounds.

MISSOURI LAW

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

KANSAS LAW

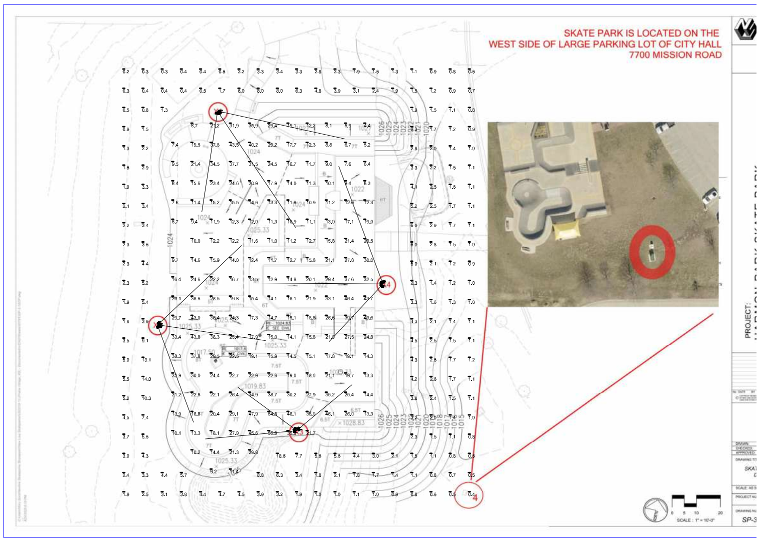
IF YOU PAY THE CONTRACTOR FOR WORK OR EQUIPMENT, MATERIAL OR SUPPLIES DELIVERED WITHOUT HAVING RECEIVED FROM THE CONTRACTOR A WAIVER OF LIEN BY ALL SUBCONTRACTORS OR OTHER EVIDENCE OF PAYMENT TO ALL SUBCONTRACTORS, A LIEN MAY BE FILED AGAINST YOUR PROPERTY BY A SUBCONTRACTOR. YOU MAY REQUEST FROM THE CONTRACTOR A LIST OF ALL SUBCONTRACTORS. IF YOU RECEIVE NOTICE OF THE FILING OF A LIEN STATEMENT BY A SUBCONTRACTOR, YOU MAY WITHHOLD FROM YOUR CONTRACTOR, THE AMOUNT CLAIMED IN THE SUBCONTRACTOR'S STATEMENT PENDING RESOLUTION OF THE DISPUTE.

Please let us know if we can be of any service to your company.

Submitted by:

Accepted by: ______________________________ Date: ____________________

Name and Title: Eric Mikkelson, Mayor



Scale: 1 inch= 20 Ft.

Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	12	320-55	MSF320UA-WCS_320W_5000K_55°	0.900	42295	314.8	3777.6

Calculation Summary						
Description	Units	Avg	Max	Min	Avg/Min	Max/Min
SKATE PARK @ 3' AFG.	Fc	21.20	64.5	4.4	4.82	14.66
SPILL @ 3' AFG.	Fc	2.70	18.6	0.2	13.50	93.00

Luminaire Location Summary						
		Insertion Point				
LumNo	Label	X	Y	Z	Orient	Tilt
1	320-55	0	62.5	20	290.323	64.896
2	320-55	0	62.5	20	43.315	66.994
3	320-55	0	62.5	20	351.781	66.022
4	320-55	25	151.5	20	347.758	69.584
5	320-55	25	151.5	20	261.203	64.269
6	320-55	25	151.5	20	303.826	70.939
7	320-55	58	18.5	20	185.262	61.711
8	320-55	58	18.5	20	39.56	55.713
9	320-55	58	18.5	20	143.696	56.223
10	320-55	94	79.5	20	110.684	68.73
11	320-55	94	79.5	20	226.848	58.703
12	320-55	94	79.5	20	179.469	69.678

MaxLite
A NEW WAVE OF LIGHT
342 CHANGEBRIDGE RD
SUITE 201
PINE BROOK, NJ
07058
WWW.MAXLITE.COM

CLIENT: JRA SALES
CALC BY: D DELGADO
Date:11/3/2025
Filename: HARMON SKATE PARK-A 110325.AGI
SHEET SIZE: 34 X 22

HARMON SKATE PARK

PROJECT NAME:__________ CAT. #: __________

NOTES:__________ FIXTURE SCHEDULE:__________

Adjustable Beam Flood 100-320W

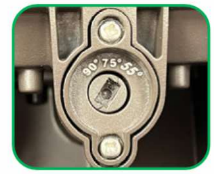
Lower wattage versions on separate sheet

MSF100/150W Slipfitter

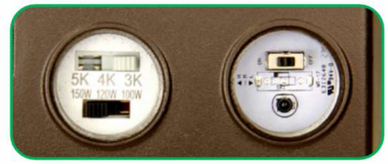
MSF100/150W Yoke

210/320W Slipfitter

210/320W Yoke



Adjustable Beam Angle



Wattage/CCT & PC Switches

Product Description:

The MaxLite Slim Flood Light family delivers high performance in a small and price-effective package. Larger wattages (100-320W) are available with either 2 3/8" OD knuckle slipfitter or a yoke mounting. All models are CCT selectable, allowing customers to choose from 3000K, 4000K or 5000K. 100-150W versions have an integral photocell that can be turned on or off. The 210-320W versions include a 7pin NEMA twist lock receptacle with a shorting cap so customers can install a twist lock photocell or control node if required. Additionally, all models have adjustable beam angles allowing the customer to customize the optics to their application.

Construction:

- Die cast aluminum housing with corrosion resistant powder coat paint
- Tempered glass lens

Controls:

- 100/150W include photocell with on/off switch
- 210/320W include 7 pin twist lock receptacle with shorting cap for field installable controls

Installation:

- All models have adjustable beam angles between Narrow, Medium and Wide
- Available with slipfitter knuckle, yoke mount or combination of both mounts.
- 4' SO cord
- Mountings are field installable

Listings:

- UL listed for Wet Locations, Outdoor

Ordering Information

FAMILY	WATTAGE	VOLTAGE	DISTRIBUTION	-	CCT	COLOR	MOUNTING	CONTROLS	SURGE PROTECTION
MSF= Maxlite Slim Flood	**100=** 100W (dedicated wattage) **150=** 150W (100/130/150W) **210=** 210W (dedicated wattage) **320=** 320W (210/250/320W)	**U=** 120-277V **H=** 277-480V	**A=** Adjustable Beam (Narrow/Medium/Wide)		**WCS=** Wattage/CCT Selectable (3/4/5K) **CS=** CCT Selectable (3/4/5K, dedicated wattage for 100 & 210W only)	**B=** Bronze *Contact maxlite for additional finishes*	**K=** Knuckle Slipfitter **Y=** Yoke **2=** Includes both Knuckle, Slipfitter and Yoke	**PC=** Button photo control (100/150W only) **PR7=** 7-pin NEMA twist lock receptacle with shorting cap (210/320W only)	**BLANK=** 6kV standard **S=** 20kA additional surge protector (factory installed)

Adjustable Beam Flood 100-320W

Lower wattage versions on separate sheet

Stocked Items

ORDER CODE	MODEL NUMBER	DLC PRODUCT ID#	DLC CATEGORY	WATTAGE	CCT
111736	MSF100UA-CSBKPC	S-K6196Z	Outdoor Luminaires - Architectural Flood and Spot Luminaires	104.7W	3/4/5K
111734	MSF100UA-CSBYPC				
112333	MSF100HA-CSBKPC	S-C7LGVK		103.3W	
112332	MSF100HA-CSBYPC				
111737	MSF150UA-WCSBKPC	S-94P4LL		153.1W	
111738	MSF150UA-WCSBYPC				
112334	MSF150HA-WCSBKPC	S-94P4LL		152.7W	
112335	MSF150HA-WCSBYPC				
111744	MSF210UA-CSBKPR7	S-1SLN2H		211.6W	
111745	MSF210UA-CSBYPR7				
111742	MSF210HA-CSBKPR7	S-PCWQD3		211.3W	
111743	MSF210HA-CSBYPR7				
111750	MSF320UA-WCSBKPR7	S-QDJGFR		315.2W	
111751	MSF320UA-WCSBYPR7				
111748	MSF320HA-WCSBKPR7	S-Z9RFJN		317.6W	
111749	MSF320HA-WCSBYPR7				

Wattage Selectable Lumen Chart

MSF150	100W= 14,020 - 16,910	130W= 16,640 - 20,620	150W= 19,570 - 23,350
MSF320	210W= 28,360 - 31,430	250W= 31,750 - 36,910	320W= 40,070 - 44,880

Accessories

ORDER CODE	MODEL NUMBER	DESCRIPTION	IMAGE
111821	MSF-150WVISOR	HALF VISOR FOR MSF100/150	
111822	MSF-320WVISOR	HALF VISOR FOR MSF210/320	
72055	PCTL-UNV	TWIST-LOCK ELECTRONIC PHOTOCONTROL 120/208/240/277V (REQUIRES RPC OR PR7 FIXTURE OPTION)	
1408292	PCTL-HV	TWIST-LOCK ELECTRONIC PHOTOCONTROL 480V (REQUIRES RPC or PR7 FIXTURE OPTION)	
96268	MLRTLPCRSP	SHORTING CAP FOR NEMA TWIST LOCK PHOTOCELL RECEPTACLE (3, 5 OR 7 PIN) (REPLACEMENT PURPOSES REQUIRES RPC OR PR7 FIXTURE OPTION)	
111828	MSF-150YOKEMT	MSF YOKE MOUNT 100/150W (CAN FIELD INSTALL)	
111829	MSF-320YOKEMT	MSF YOKE MOUNT 210/320W (CAN FIELD INSTALL)	

MaxLite®

Adjustable Beam Flood 100-320W

Lower wattage versions on separate sheet

Specifications

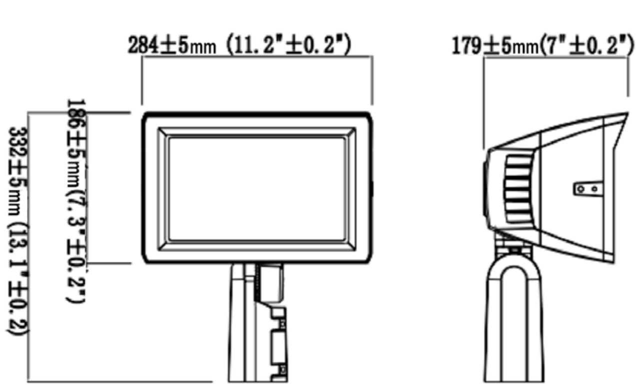
Specifications	100W	100/130/150W	210W	210/250/320W
Power Consumption (W)	100W	Selectable 100/130/150W	210W	Selectable 210/250/315W
Lumens (lm) Hightest Wattage*	14,020 - 16,910	19,570 - 21,540	28,360 - 30,660	40,070 - 44,880
Efficacy (lm/w)	136 - 166	128 - 155	134 - 150	127 - 142
CRI	80			
Color Temperature (K)	Selectable between 3/4/5K			
Beam Angle	Adjustable between Narrow, Medium and Wide (55°, 75° and 90°)			
Voltage	120-277V, 277-480V available			
Surge Protection	6kV standard, Option to add 20kA (factory installed)			
Lumen Maintenance (L70) hrs	100K +			
Controls	0-10V dimming leads staged and integral photocell with on/off switch		0-10V dimming leads staged & 7 pin twist lock receptacle w/ shorting cap	
Housing	Die cast aluminum housing with corrosion resistant polyester powder coat			
Lens	Tempered Glass			
Mounting	4', SO cord, 2 3/8" OD Knuckle Slipfitter or Yoke. Yoke is also field installable. Option for both included (**2** in mounting designation)			
EPA (H=Horizontal, V=Vertical)	0.71H, 0.83V ft²		1.48H, 1.6V ft²	
Operating Temperature	-40°F to 122°F (-40°C to 50°C)			
Weight	10.5lbs (4.7kg)		22.5lbs (10.kg)	
Listings	UL, FCC, ANSI 3G Vibration, IP65			
DLC	DLC 5.1 Premium			
Warranty	5 Year warranty. Check maxlite.com/warranties for details.			

Adjustable Beam Flood 100-320W

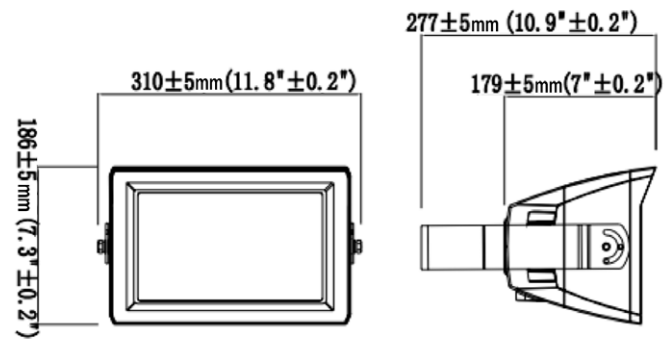
Lower wattage versions on separate sheet

Product Dimensions

MSF100/150W

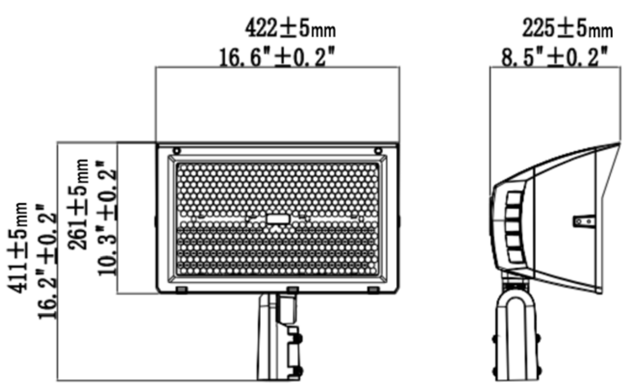


Knuckle Slipfitter

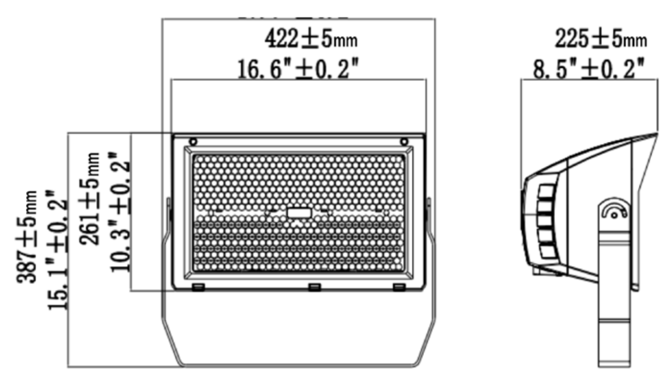


Yoke

MSF210/320W



Knuckle Slipfitter



Yoke

MaxLite®

Adjustable Beam Flood 100-320W

Lower wattage versions on separate sheet

Dimensions

LEGEND

- 0.5 fc
- 1 fc
- 2 fc
- 5 fc

ISOFOOTCANDLE:

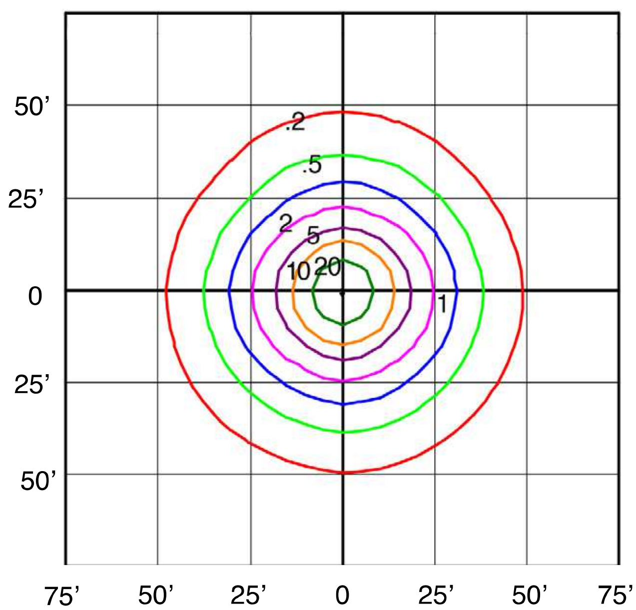
Each gridline represents one mounting height.

For mounting heights other than noted multiply FC by the below factor.

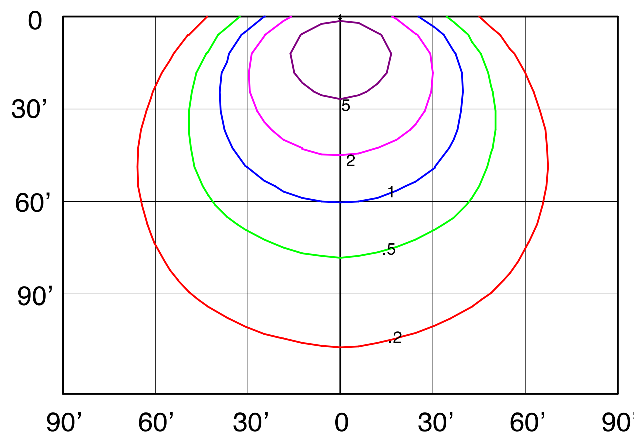
Factor= $\frac{\text{(Chart's Mtg Height)}^2}{\text{(Actual Mtg Height)}^2}$

Layouts based on 3000K. Results are 3-5% more for 4000/5000K. Consult IES file for more precise calculations.

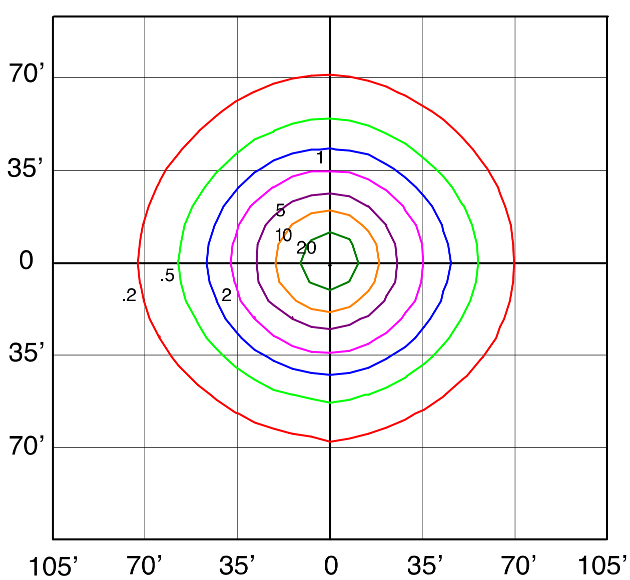
MSF150 Narrow 25' Setback



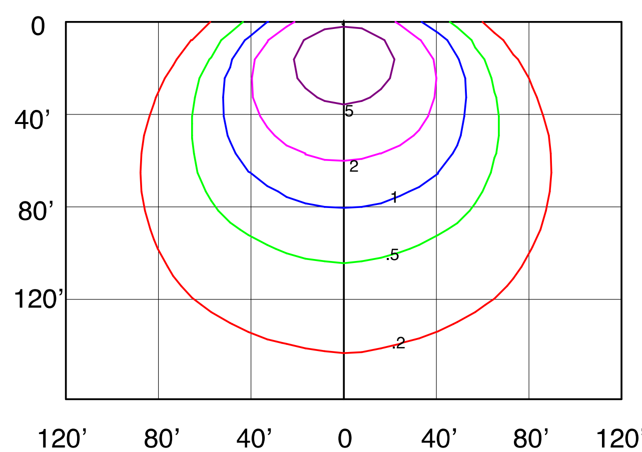
MSF150 Wide 30' Setback 45° Tilt



MSF320 Narrow 35' Setback



MSF320 Wide 40' Setback 45° Tilt



PROJECT NAME:______________________________ CAT. #: ______________________________

NOTES:______________________________ FIXTURE SCHEDULE:______________________________

Steel Poles

Square & Round Straight

Shown with a drilled top

Shown with tenon top

Product Description:

Steel poles available for use with our full line of LED outdoor luminaires.

Construction:

- Powder coat finish
- Pole is shipped standard with pole cap (drill mount only), base cover, anchor bolts and template, hand hole cover, grounding provision/bolt and back bar. Anchor bolts can be pre-shipped upon request.
- Drill patterns provided on 4 sides with button plugs:
  - D fits QMP, MP-AR, AR and previous generation M Series
  - E fits AE Series and new M Series
- Anchor bolt diameter, length, and psi will only withstand load limitations listed (in specifications table) - Contact MaxLite for custom poles order.
- Review installation instructions for mounting template details and detailed hardware list.
- BAA Available

Dimension:

- Pole, anchor bolt and mounting accessories dimensioned drawings are available for review/download on the website

Ordering Information

SQUARE POLES

PRODUCT FAMILY	-	SHAFT SHAPE/SIZE	-	HEIGHT [1]	TYPE	WALL THICKNESS	-	FINISH
PL= Poles	–	**SQ4=** 4” Square, Straight, Steel	–	**15=** 15ft **20=** 20ft **25=** 25ft	**D=** QMP, MP-AR, AR & old M Series **E=** AE and new M Series **DN=** No drilling **T=** 2.38” x 4.00” Tenon Drill patterns on 4 sides with button plugs	**07=** 07 Gauge **11=** 11 Gauge	–	**B=** Bronze **L=** Black **W=** White **G=** Silver/Gray
		SQ5= 5” Square, Straight, Steel		**25=** 25ft **30=** 30ft				
		SQ6= 6” Square, Straight, Steel		**39=** 39ft				

1. Contact MaxLite for custom lengths
2.For pre-shipped anchor bolts, please add catalog number PRESHIPANCHORBOLTQ to order. Kit includes qty 4 anchor bolts, template and installation hardware.

ROUND POLES

PRODUCT FAMILY	-	SHAFT SHAPE/SIZE	-	HEIGHT [1]	TYPE	WALL THICKNESS	-	FINISH
PL= Poles	–	**RS3=** 3” Round, Straight, Steel	–	**08=** 08ft **10=** 10ft **12=** 12ft	**D=** QMP, MP-AR, AR & old M Series **E=** AE and new M Series **DN=** No drilling **T=** 2.38” x 4.00” Tenon Drill patterns on 4 sides with button plugs	**07=** 07 Gauge **11=** 11 Gauge	–	**B=** Bronze **L=** Black **W=** White **G=** Silver/Gray
		RS4= 4” Round, Straight, Steel		**15=** 15ft **20=** 20ft				
		RS5= 5” Round, Straight, Steel		**25=** 25ft **30=** 30ft				

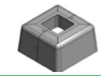
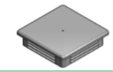
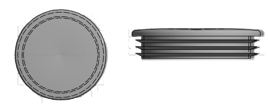
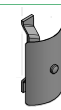
1. Contact MaxLite for custom lengths
2. For pre-shipped anchor bolts, please add catalog number PRESHIPANCHORBOLTQ to order. Kit includes qty 4 anchor bolts, template and installation hardware.
3. For round poles please order corresponding round pole adapter for that fixture and pole diameter.

MaxLite®

Steel Poles

Square & Round Straight

Replacement Parts:

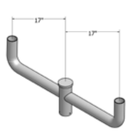
CATALOG PART NUMBER	DESCRIPTION	IMAGE
PL-BC4SQ	Base Cover 4" SQ, ABS Composite	
PL-BC5SQ	Base Cover 5" SQ, ABS Composite	
PL-SQ4TCQ	Pole Cap, 4" Square, Black	
PL-SQ5TCQ	Pole Cap, 5" Square, Black	
PL-RS3TC	Pole Cap, 3" Round, Black	
PL-RS4TC	Pole Cap, 4" Round, Black	
PL-RS5TC	Pole Cap, 5" Round, Black	
PL-HH2X4	Hand Hole Round Cover 2" x 4"	
PL-HH3X5	Hand Hole Round Cover 3" x 5"	
PL-HH4X6	Hand Hole Round Cover 4" x 6"	
PL-SQAB11Q	Anchor Bolts 3/4", Fully Galvanized, 11 Gauge, Set of 4	
PL-SQAB07Q	Anchor Bolts 1", Partially Galvanized, 7 Gauge, Set of 4	

Specifications:

CATALOG NUMBER	MOUNTING HEIGHT (FT.)	SHAFT SIZE (IN.)	WALL THICKNESS	WEIGHT (LBS.)	BOLT CIRCLE	EFFECTIVE PROJECT AREA RATING W/1.3 GUST FACTOR (SQ. FT.)			
						90mph	100mph	120mph	160mph
SQUARE STRAIGHT STEEL									
PL-SQ4-20[D/Ex,Tx]11-x	20	4	11	156	8.00"-9.00"	7.3	5.9	4.2	N/A
PL-SQ4-25[D/Ex,Tx]11-x	25	4	11	191	8.00"-9.00"	3.3	2.6	1.8	N/A
PL-SQ5-25[D/Ex,Tx]11-x	25	5	11	225	10.50"-11.50"	6.9	5.6	4	N/A
PL-SQ4-25[D/Ex,Tx]07-x	25	4	7	385	8.00"-9.00"	17.0	13.0	7.0	2.0
PL-SQ5-25[D/Ex,Tx]07-x	25	5	7	400	10.50"-11.50"	28.0	21.0	12.0	9.0
PL-SQ5-30[D/Ex,Tx]11-x	30	5	11		10.50"-11.50"	3.4	2.7	1.9	
ROUND STRAIGHT STEEL									
PL-RS3-08[D/Ex,Tx]11-x	8	3	11	45	8.00"-9.00"	8.4	6.2	3.7	N/A
PL-RS3-10[D/Ex,Tx]11-x	10	3	11	53	8.00"-9.00"	6.7	5	3	N/A
PL-RS3-12[D/Ex,Tx]11-x	12	3	11	61	8.00"-9.00"	5	3.9	2.1	N/A
PL-RS4-15[D/Ex,Tx]11-x	15	4	11	91	8.00"-9.00"	7.8	6.2	3.5	N/A
PL-RS4-20[D/Ex,Tx]11-x	20	4	11	123	8.00"-9.00"	4.1	3.1	1.7	N/A
PL-RS5-25[D/Ex,Tx]07-x	25	5	7	190	8.00"-9.00"	5	3.7	2	N/A
PL-RS5-30[D/Ex,Tx]11-x	30	5	11	228	8.00"-9.00"	2.8	2	4	N/A
PL-RS5-30[D/Ex,Tx]07-x	30	5	7	355	9.50"-10.50"	6.6	4.8	2.7	N/A

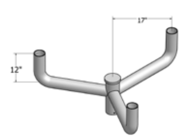
Mounting Accessories:

BULLHORN- 2.375" wide x 4" tall Tenon Top

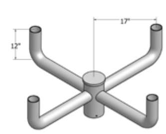


PL-BB218-B
1.0 EPA

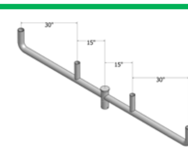
PL-BB318-B
2.2 EPA



PL-BB312-B
1.3 EPA



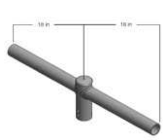
PL-BB490-B
1.6 EPA



PL-BB418-B
2.4 EPA

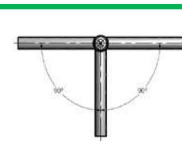
SPOKE BRACKETS- 2.375" wide x 4" tall Tenon Top

PL-SB190-B
0.3 EPA

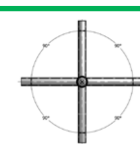


PL-SB218-B
0.4 EPA

R4HT290BZ
0.36 EPA



PL-SB390-B
0.5 EPA



PL-SB490-B
0.6 EPA

MaxLite®

Steel Poles

Square & Round Straight

Service and Handling:

Shipping and Handling:

Typically, poles will be delivered on a flatbed truck. Reconsignment of a shipment may result in additional charges that will be the responsibility of the customer.

- It is the contractor's responsibility to offload the poles, using a forklift or crane.
- Never lift a pole by inserting a fork through the end of the pole shaft.
- Unloading delays may result in additional charges to be billed to the customer.
- Hardware, unless pre-shipped, is typically sent with the poles, in a separate box.

Inspection:

- Upon delivery, it is imperative the pole wrapping is removed.
- The contractor must thoroughly inspect the poles and ensure all items were delivered without any damage during transit.
- Any shortages or damages must be noted on the delivery receipt / Bill of Lading so that it can be claimed and filed properly with the freight company.
- Be certain to open, inspect, and count all hardware.

Storage:

- Remove all blue wrap and cardboard.
- If possible, store poles inside, away from the elements.
- Poles must be kept off the ground and not submerged in snow or water.
- Separate layers of poles with padded dunnage (dry, untreated wood).
- Generally, it is best to alternate poles top to bottom and bottom to top.
- Make sure that the dunnage is directly in line to one another to apply equal pressure on the poles.

Non-Compliance:

- Wrapping left on the pole may result in damage to the appearance of the finish.
- Cardboard may allow water to be trapped and condensation to build — causing staining.
- Wet dunnage and dunnage with a chemical makeup may result in damage to the finish.
- Unequal dunnage distribution may result in bending and/or warping of the pole.

Field Drilling:

- All holes are drilled and mounting provisions are welded to the pole prior to the powder coat finish. Drilling the pole in the field exposes the steel, can lead to rust, and is not covered under the warranty.

MOUNTING ACCESSORIES

1 YEAR WARRANTY

PRODUCT DESCRIPTION:

Mount and secure our flood and area light luminaires with a full line of mounting accessories. They are engineered and built to provide a durable and safe fixture mounting that allows for optimal positioning and aiming and are selected to offer a wide variety of options.

FEATURES:

- Polyester Powder Coated to resist chipping and fading
- Bronze finish is standard. Finish for the accessories starting with PL will match our poles exactly. Others will be a close match
- Steel Construction

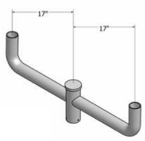
CONSTRUCTION:

- Steel construction
- Industry standard quality welding

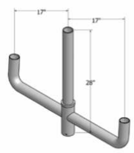
WARRANTY:

1-year standard warranty (further details available at www.maxlite.com/warranties)

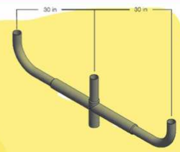
BULLHORN- 2.375" wide x 4" tall Tenon Top



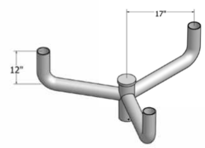
PL-BB218-B
1.0 EPA



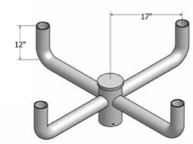
PL-BB318L-B
1.4 EPA



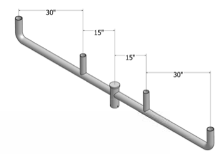
PL-BB318-B
2.2 EPA



PL-BB312-B
1.3 EPA



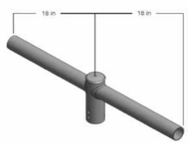
PL-BB490-B
1.6 EPA



PL-BB418-B
2.4 EPA

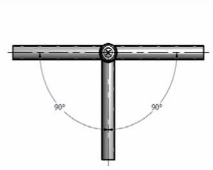
SPOKE BRACKETS- 2.375" wide x 4" tall Tenon Top

PL-SB190-B
0.3 EPA

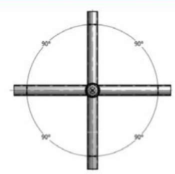


PL-SB218-B
0.4 EPA

R4HT290BZ
0.36 EPA



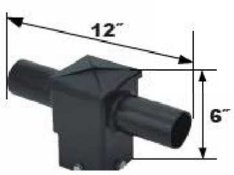
PL-SB390-B
0.5 EPA



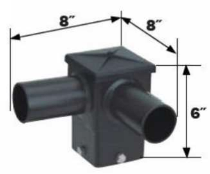
PL-SB490-B
0.6 EPA

POLES FITTER (2 3/8" OD)

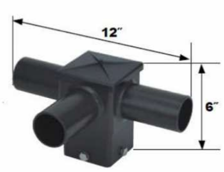
S4VT1S00B (4" square pole)
S5VT1S00B (5" square pole)



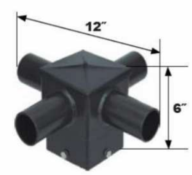
S4HT218BZ (4" square pole)
S5HT218BZ (5" square pole)



S4HT290BZ (4" square pole)
S5HT290BZ (5" square pole)

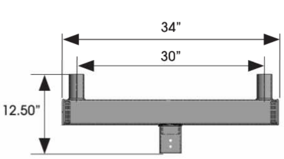


S4HT390BZ
(4" square pole)

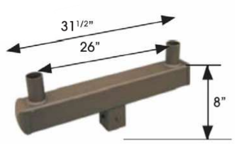


S4HT490BZ
(4" Square pole)

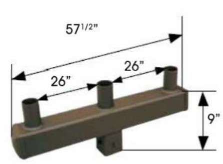
SQUARE MOUTING BRACKET - 2.375" wide x 4" tall*



PL-SM218-B
1.1 EPA
(FITS OVER 2 3/8" OD TENON)

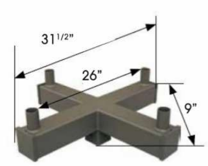


S5VT2S18BZ
(5" fits square pole)



S4VT3S18BZ
(4" fits square pole)

S5VT3S18BZ
(5" fits square pole)



S4VT4S90BZ
(4" fits square pole)

S5VT4S90BZ
(5" fits square pole)

MOUNTING ACCESSORIES

TENON REDUCER

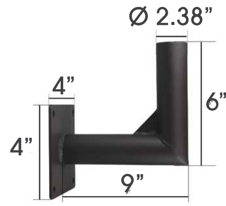
TR2.37BZ
(2-3/8" TO 1/2")
*MAX FIXTURE
WEIGHT: 130LBS

TR3BZ
(3" TO 2-3/8")

TR4BZ
(4" TO 2-3/8")

WALL MOUNT BRACKET

WMB1H



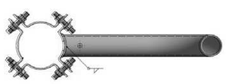
WMB1V

*MAX FIXTURE WEIGHT: 110LBS

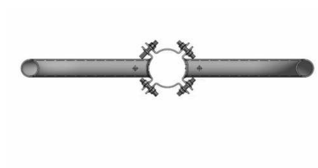
SWIVEL BRACKET

SB2BZ
(RATED FOR 18LBS. MAX)
*MAX FIXTURE
WEIGHT: 18LBS

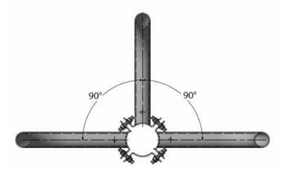
WOOD POLES COLLAR BULLHORN



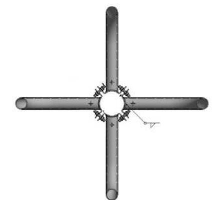
PL-CB190-9B (POLE Ø 5"-9")
PL-CB190-13B (POLE Ø 10"-13")



PL-CB218-9B (POLE Ø 5"-9")
PL-CB218-13B (POLE Ø 10"-13")



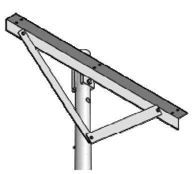
PL-CB390-9B (POLE Ø 5"-9")
PL-CB390-13B (POLE Ø 10"-13")



PL-CB490-9B (POLE Ø 5"-9")
PL-CB490-13B (POLE Ø 10"-13")

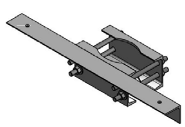
* 50 lbs max / arm for poles ø 5"-9" applicable brackets | 90 lbs max/arm for poles ø 10"-13" applicable brackets

WOOD POLES ANGLE CROSSARM



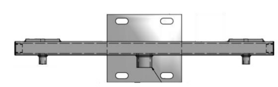
PL-XAB2-B (2 FIXTURES, 1.55EPA)
PL-XAB3-B (3 FIXTURES, 2.25 EPA)
PL-XAB4-B (4 FIXTURES, 3.70 EPA)
PL-XAB5-B (5 FIXTURES, 4.5 EPA)
MAX INDIVIDUAL FIXTURE WEIGHT: 60LBS

STEEL POLES COLLAR CROSSARM



PL-XCB2-B (2 FIXTURES, 1.05 EPA)
PL-XCB3-B (3 FIXTURES, 1.75 EPA)
PL-XCB4-B (4 FIXTURES, 3.7 EPA)
MAX INDIVIDUAL FIXTURE WEIGHT: 70LBS

STEEL POLES SIDE CROSSARM



PL-XSB2-B (2 FIXTURES, 1.90 EPA)
PL-XSB3-B (3 FIXTURES, 2.60 EPA)
PL-XSB4-B (4 FIXTURES, 3.30 EPA)
PL-XSB5-B (5 FIXTURES, 4.0 EPA)
PL-XSB6-B (6 FIXTURES, 4.75 EPA)
MAX INDIVIDUAL FIXTURE WEIGHT: 85LBS

* Detailed drawings are available for each individual part number on website. Brackets are made to order / to fit each pole.

City Clerk
Council Meeting Date: December 1, 2025
Consent Agenda

Consider issuance of cereal malt beverage licenses for 2026

RECOMMENDATION

Staff recommends the city council approve the issuance of cereal malt beverage licenses for 2026 to the following businesses:

- Hen House – Hen House 22 located at 4050 W 83rd Street
- Hen House – Hen House 28 located at 6950 Mission Rd
- Hy-Vee Inc – Hy-Vee located at 7620 State Line Rd
- Minit Mart LLC – Minit Mart located at 9440 Mission Rd
- Walgreen Co – Walgreens Store #13032 located at 4016 W 95th Street

BACKGROUND

The State of Kansas requires a cereal malt beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2026 cereal malt beverage license to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the city clerk's office.

PREPARED BY

Adam Geffert
City Clerk
Date: 11/24/25

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/01/2025

CONSIDER BID AWARD FOR TREE REMOVAL AND EMERGENCY SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2026-2028 Annual Service bid for Tree Removal and Emergency Services from Kansas City Tree Care for 2026 with renewals in 2027 and 2028.

BACKGROUND

This service agreement is for tree services, which includes tree and stump removal, tree spraying, bucket truck rental and emergency tree work.

On November 12, 2025, the City Clerk received and opened bids. Three bids were received.

After reviewing all submitted bids, staff is recommending Kansas City Tree Care as the best option. The company meets all required criteria, including having the necessary equipment and support personnel available to respond effectively to significant storm-damage events. Kansas City Tree Care has also previously served as the contractor for this service.

FUNDING SOURCE

Funding is available in the 2026 Operating Budget totaling $80,000. This is an on-call service, so the exact financial impact is not determinable.

ATTACHMENTS

1. Tree Services Bid sheet
2. Contract for Tree Services with Kansas City Tree Care

PREPARED BY

Suzanne Lownes, Asst to the Public Works Director — November 20, 2025

Bid Tab: Tree Services
Opened on November 12, 2025

Bidder: KC Arborist

	2026 Rate		2027 Rate		2028 Rate	
Removal on Arterial or Collector Streets	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 370.00	$ 400.00	$ 375.00	$ 395.00	$ 385.00	$ 420.00
DBH 13 to 24 inches	$ 800.00	$ 880.00	$ 845.00	$ 890.00	$ 880.00	$ 940.00
DBH 25 to 36 inches	$ 1,980.00	$ 2,080.00	$ 2,050.00	$ 2,140.00	$ 2,100.00	$ 2,200.00
DBH 37 to 48 inches	$ 3,350.00	$ 3,450.00	$ 3,390.00	$ 3,495.00	$ 3,460.00	$ 3,540.00
DBH 49 to 60 inches	$ 4,700.00	$ 4,900.00	$ 4,800.00	$ 5,000.00	$ 5,100.00	$ 5,195.00
Removal on Local Streets and City Properties	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 370.00	$ 400.00	$ 375.00	$ 395.00	$ 385.00	$ 420.00
DBH 13 to 24 inches	$ 880.00	$ 880.00	$ 845.00	$ 890.00	$ 880.00	$ 940.00
DBH 25 to 36 inches	$ 1,980.00	$ 2,080.00	$ 2,050.00	$ 2,140.00	$ 2,100.00	$ 2,200.00
DBH 37 to 48 inches	$ 3,350.00	$ 3,450.00	$ 3,390.00	$ 3,495.00	$ 3,460.00	$ 3,540.00
DBH 49 to 60 inches	$ 4,700.00	$ 4,900.00	$ 4,800.00	$ 5,000.00	$ 5,100.00	$ 5,195.00
Rental Equipment	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Bucket Truck	$ 195.00	$ 295.00	$ 195.00	$ 295.00	$ 230.00	$ 315.00
Tree Spade 44"-80" Diam. Hole	N/A	N/A	N/A	N/A	N/A	N/A
Misc.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Spraying trees	N/A	N/A	N/A	N/A	N/A	N/A
Tree trimming (Includes labor & all equip.)	$ 115.00	$ 145.00	$ 115.00	$ 145.00	$ 150.00	$ 195.00
Arborist Inspection Services (Includes labor & all equip.)	$ 250.00	$ 295.00	$ 250.00	$ 295.00	$ 300.00	$ 345.00
vegitative debris	$ 115.00	$ 145.00	$ 115.00	$ 145.00	$ 150.00	$ 195.00
emergency debris push	N/A	N/A	N/A	N/A	N/A	N/A
Stump Removal & Backfill	N/A	N/A	N/A	N/A	N/A	N/A
Emergency Equip.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Horizontal Grinder min 500 HP	N/A	N/A	N/A	N/A	N/A	N/A
Claw Loader w/28 CY Capacity Dump Bed	$ 300.00	$ 350.00	$ 315.00	$ 390.00	$ 350.00	$ 400.00
Excavator w/Clam Bucket 230 HP	N/A	N/A	N/A	N/A	N/A	N/A
Wheel Loader - Dump Height 9' 130 HP	$ 50.00	$ 75.00	$ 60.00	$ 85.00	$ 75.00	$ 100.00
Track Loader - Dump Height 8' 80 HP	$ 50.00	$ 75.00	$ 60.00	$ 85.00	$ 75.00	$ 100.00
Uni-Loader w/Grapple Bucket 70 HP	N/A	N/A	N/A	N/A	N/A	N/A
Tractor w/Barrel Bed 15 CY	N/A	N/A	N/A	N/A	N/A	N/A
Tractor w/Ejector Bed 72 CY	N/A	N/A	N/A	N/A	N/A	N/A
Tractor w/Box Bed 28 CY	N/A	N/A	N/A	N/A	N/A	N/A
Light Tower - Towed 440,000 Lumens	N/A	N/A	N/A	N/A	N/A	N/A
Stump Grinder	$ 195.00	$ 220.00	$ 195.00	$ 220.00	$ 230.00	$ 260.00
Attachments						
Attached list of Equipment	**YES**	☑	**NO**	☐		
Attached List of Certified Arborists	**YES**	☑	**NO**	☐		

Bidder: KC Tree Care

	2026 Rate		2027 Rate		2028 Rate	
Removal on Arterial or Collector Streets	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 50.00	$ 75.00	$ 50.00	$ 75.00	$ 50.00	$ 75.00
DBH 13 to 24 inches	$ 600.00	$ 625.00	$ 600.00	$ 625.00	$ 600.00	$ 625.00
DBH 25 to 36 inches	$ 1,250.00	$ 1,300.00	$ 1,250.00	$ 1,300.00	$ 1,250.00	$ 1,300.00
DBH 37 to 48 inches	$ 1,700.00	$ 1,725.00	$ 1,700.00	$ 1,725.00	$ 1,700.00	$ 1,725.00
DBH 49 to 60 inches	$ 1,900.00	$ 2,000.00	$ 1,900.00	$ 2,000.00	$ 1,900.00	$ 2,000.00
Removal on Local Streets and City Properties	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 75.00	$ 100.00	$ 75.00	$ 100.00	$ 75.00	$ 100.00
DBH 13 to 24 inches	$ 600.00	$ 650.00	$ 600.00	$ 650.00	$ 600.00	$ 650.00
DBH 25 to 36 inches	$ 1,200.00	$ 1,300.00	$ 1,200.00	$ 1,300.00	$ 1,200.00	$ 1,300.00
DBH 37 to 48 inches	$ 1,700.00	$ 1,750.00	$ 1,700.00	$ 1,750.00	$ 1,700.00	$ 1,750.00
DBH 49 to 60 inches	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
Rental Equipment	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Bucket Truck	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Tree Spade 44"-80" Diam. Hole	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00
Misc.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Spraying trees	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00
Tree trimming (Includes labor & all equip.)	$ 165.00	$ 175.00	$ 150.00	$ 160.00	$ 150.00	$ 175.00
Arborist Inspection Services (Includes labor & all equip.)	$ -	$ -	$ -	$ -	$ -	$ -
vegitative debris	$ 15.00	$ 20.00	$ 15.00	$ 20.00	$ 15.00	$ 20.00
emergency debris push	$ 200.00	$ 250.00	$ 200.00	$ 250.00	$ 200.00	$ 250.00
Stump Removal & Backfill	$ 100.00	$ 125.00	$ 100.00	$ 125.00	$ 100.00	$ 125.00
Emergency Equip.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Horizontal Grinder min 500 HP	$ 550.00	$ 550.00	$ 550.00	$ 550.00	$ 550.00	$ 550.00
Claw Loader w/28 CY Capacity Dump Bed	$ 185.00	$ 250.00	$ 185.00	$ 250.00	$ 185.00	$ 250.00
Excavator w/Clam Bucket 230 HP	$ 140.00	$ 150.00	$ 140.00	$ 150.00	$ 140.00	$ 150.00
Wheel Loader - Dump Height 9' 130 HP	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Track Loader - Dump Height 8' 80 HP	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00
Uni-Loader w/Grapple Bucket 70 HP	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
Tractor w/Barrel Bed 15 CY	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
Tractor w/Ejector Bed 72 CY	$ 120.00	$ 130.00	$ 120.00	$ 130.00	$ 120.00	$ 130.00
Tractor w/Box Bed 28 CY	$ 115.00	$ 115.00	$ 115.00	$ 115.00	$ 115.00	$ 115.00
Light Tower - Towed 440,000 Lumens	$ -	$ -	$ -	$ -	$ -	$ -
Stump Grinder	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Attachments						
Attached list of Equipment	**YES**	☑	**NO**	☐		
Attached List of Certified Arborists	**YES**	☑	**NO**	☐		

Bidder: Arbor Masters

Removal on Arterial or Collector Streets	2026 Rate Regular	2026 Rate Emerg	2027 Rate Regular	2027 Rate Emerg	2028 Rate Regular	2028 Rate Emerg
DBH 0 to 12 inches	$ 110.00	$ 135.00	$ 110.00	$ 135.00	$ 110.00	$ 135.00
DBH 13 to 24 inches	$ 575.00	$ 650.00	$ 575.00	$ 650.00	$ 600.00	$ 650.00
DBH 25 to 36 inches	$ 1,250.00	$ 1,350.00	$ 1,250.00	$ 1,350.00	$ 1,250.00	$ 1,350.00
DBH 37 to 48 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
DBH 49 to 60 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Removal on Local Streets and City Properties	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 110.00	$ 135.00	$ 110.00	$ 135.00	$ 110.00	$ 135.00
DBH 13 to 24 inches	$ 575.00	$ 650.00	$ 575.00	$ 650.00	$ 600.00	$ 650.00
DBH 25 to 36 inches	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00
DBH 37 to 48 inches	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00
DBH 49 to 60 inches	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00	$ 2,300.00
Rental Equipment	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Bucket Truck	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00
Tree Spade 44"-80" Diam. Hole	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00
Misc.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Spraying trees	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Tree trimming (Includes labor & all equip.)	$ 180.00	$ 210.00	$ 180.00	$ 210.00	$ 180.00	$ 210.00
Arborist Inspection Services (Includes labor & all equip.)	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
vegitative debris	$ 7.50	$ 7.50	$ 7.50	$ 7.50	$ 7.50	$ 7.50
emergency debris push	$ 260.00	$ 300.00	$ 260.00	$ 300.00	$ 260.00	$ 300.00
Stump Removal & Backfill	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Emergency Equip.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Horizontal Grinder min 500 HP	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Claw Loader w/28 CY Capacity Dump Bed	$ 200.00	$ 250.00	$ 200.00	$ 250.00	$ 200.00	$ 250.00
Excavator w/Clam Bucket 230 HP	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Wheel Loader - Dump Height 9' 130 HP	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Track Loader - Dump Height 8' 80 HP	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00
Uni-Loader w/Grapple Bucket 70 HP	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
Tractor w/Barrel Bed 15 CY	$ 110.00	$ 110.00	$ 110.00	$ 110.00	$ 110.00	$ 110.00
Tractor w/Ejector Bed 72 CY	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Tractor w/Box Bed 28 CY	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
Light Tower - Towed 440,000 Lumens	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Stump Grinder	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00

Attachments

Attached list of Equipment	YES	☑	NO	☐	
Attached List of Certified Arborists	YES	☑	NO	☐	

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT FOR TREE SERVICES

This Agreement, made this______day of____________________, ______, by and between ______________________________, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2026 through 2028 with the following terms and conditions.

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

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

1.0 **Service Specifications**

1.1 The Contractor shall designate one person who is a Certified Arborist as certified by the International Society of Arboriculture (ISA) or Kansas Arborist Association (KAA) that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.

1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.

1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.

1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the tree work.

1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.

1.6 The DBH will mean the diameter of the tree measured at a height of 4.5 feet from the ground.

1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.

1.8 The Contractor shall follow all American National Standards Institute (ANSI) A300 Tree Care Standards and ANSI Z133 Safety Standards for the arboriculture industry.

1.9 The Contractor is required to maintain a valid City of Prairie Village Arborist License while under contract with the City. License and information can be obtained online at https://prairievillageks.portal.opengov.com under the City Clerk's Department section.

1.10 The City, in accordance with City Council Policy No. CP061, will retain the right to obtain competitive pricing on any singular item costing more than $10,000.

1.11 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 **General**

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Bridget Tolle, Urban Forester, at phone- (913) 634-8827 or (913) 385-4647, Email- arborist@pvkansas.com, or designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to publicworks@pvkansas.com.

2.5 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.6 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.8 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors

2.9 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.

B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.10 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.11 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.12 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.13 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.14 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.16 This Agreement is for the period of January 1, 2026 through December 31, 2028. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 **Work Hours**

3.1 The City authorizes non-emergency work to be performed between 7:00am through 3:30pm on weekdays.

3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City Coordinator on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City Coordinator.

3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.

4.0 **Tree Removal**

4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

4.2 The Contractor shall maintain a minimum approach distance, as defined in the ANSI-Z133, from overhead electrical conductors and shall coordinate trimming through power company when needed.

4.3 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed. The Contractor shall have all utilities marked prior to stump grinding (Kansas One Call).

4.4 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.

4.5 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 **Tree Spraying**

5.1 Upon request, the Contractor will provide treatment of trees for disease or pests.

5.2 The Contractor will have a Kansas Department of Agriculture licensed pesticide applicator administering or supervising any tree treatment work.

5.3 The City must approve the chemicals being used before any applications.

5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.

5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 **Emergency Service**

6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.

6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. An after-hours telephone number will be provided to the City.

6.3 Emergency service includes a large-scale response to any major storm event, and the Contractor shall be committed to the City for the duration of the storm and cleanup effort. This could also require that documentation be provided according to the standards set up by FEMA. Storm debris shall be hauled to a designated dump site outside of a floodplain, and debris monitoring may be required.

6.4 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance. **Make sure a list of the equipment you have on hand is attached to bid submittal.**

6.5 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services **Also list all certified arborists employed by the Contractor**.

7.0 Fee Schedule

		2026	2026	2027	2027	2028	2028
DESCRIPTION	UNITS	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	$50.00	$75.00	$50.00	$75.00	$50.00	$75.00
DBH 13 to 24 inches	EA	$600.00	$625.00	$600.00	$625.00	$600.00	$625.00
DBH 25 to 36 inches	EA	$1,250.00	$1,300.00	$1,250.00	$1,300.00	$1,250.00	$1,300.00
DBH 37 to 48 inches	EA	$1,700.00	$1,725.00	$1,700.00	$1,725.00	$1,700.00	$1,725.00
DBH 49 to 60 inches	EA	$1,900.00	$2,000.00	$1,900.00	$2,000.00	$1,900.00	$2,000.00
Removal on Local Streets or City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	$75.00	$100.00	$75.00	$100.00	$75.00	$100.00
DBH 13 to 24 inches	EA	$600.00	$650.00	$600.00	$650.00	$600.00	$650.00
DBH 25 to 36 inches	EA	$1,200.00	$1,300.00	$1,200.00	$1,300.00	$1,200.00	$1,300.00
DBH 37 to 48 inches	EA	$1,700.00	$1,750.00	$1,700.00	$1,750.00	$1,700.00	$1,750.00
DBH 49 to 60 inches	EA	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
Tree Spade 44"-80" Diam. Hole	HR	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
Special Request Items							
Treating trees (Includes labor & equip.)	GAL	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Tree trimming (Includes labor & equip.)	HR	$165.00	$175.00	$150.00	$160.00	$150.00	$175.00

DESCRIPTION	UNITS	2026 Regular Unit Price	2026 Emergency Unit Price	2027 Regular Unit Price	2027 Emergency Unit Price	2028 Regular Unit Price	2028 Emergency Unit Price
Special Request Items cont.							
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Vegetative Debris Removal (includes labor and equip.)	Cubic Yard	$15.00	$20.00	$15.00	$20.00	$15.00	$20.00
Emergency Debris Push (includes labor and equip.)	HR	$200.00	$250.00	$200.00	$250.00	$200.00	$250.00
Stump Removal & Backfill Only (Includes labor and equip.)	EA	$100.00	$125.00	$100.00	$125.00	$100.00	$125.00
***Emergency Equipment**							
Horizontal Grinder Min. 500 HP	HR	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00
Claw Loader w/28 CY Capacity Dump Bed	HR	$185.00	$250.00	$185.00	$250.00	$185.00	$250.00
Excavator w/Clam Bucket 230 HP	HR	$140.00	$150.00	$140.00	$150.00	$140.00	$150.00
Wheel Loader - Dump Height 9' 130 HP	HR	$150.00	$150.00	$150.00	$150.00	$150.00	$150.00
Track Loader - Dump Height 8' 80 HP	HR	$130.00	$130.00	$130.00	$130.00	$130.00	$130.00
Uni-Loader w/Grapple Bucket 70 HP	HR	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
Tractor w/Barrel Bed 15 CY	HR	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
Tractor w/Ejector Bed 72 CY	HR	$120.00	$130.00	$120.00	$130.00	$120.00	$130.00
Tractor w/Box Bed 28 CY	HR	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
Light Tower - Towed 440,000 Lumens	HR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Stump Grinder	HR	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
Attachments						YES	
Attached List of Requested Equipment (as outlined in section 6.4 Emergency Services)						☒	
Attached List of Certified Arborists employed with the Contractor						☒	

8.0 References

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

Company: Four Colonies Contact: Jennifer Genter

Phone #: 913-888-4290 Email: manager@fourcolonies.com

Brief Description on Work: trimming and removal of several trees due to storm damage

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Company: Kissick Construction Contact: Morgan Salisbury

Phone #: 816-363-5530 Email: msalisbury@Kissickco.com

Brief Description on Work: removal of several trees at various locations for land clearing

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Company: Copaken Brooks Contact: Blake Marsh

Phone #: 309-339-3560 Email: bmarsh@copaken-brooks.com

Brief Description of Work: trimming & removals at various office buildings around local area

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Contractor Contact: Zach Johnson

Company Name: Kansas City Tree Care, LLC

Address: 1505 Merriam Ln
Kansas City, KS 66103

Telephone Number: 913-894-4767

Fax Number:

Email: Kansascitytreecare@yahoo.com

/s/ Zach Johnson 11-11-25
Contractor Agent Date

ATTEST:

/s/
Adam Geffert, City Clerk Date

/s/
Alex Aggen, City Attorney Date

/s/
Eric Mikkelson, Mayor Date

PUBLIC WORKS DEPARTMENT

Consent Agenda: December 1, 2025

CONSIDER BID AWARD FOR PAVEMENT MARKING SERVICES

RECOMMENDATION

Move to approve the contract for Pavement Marking Services to Heartland Traffic Services, Inc. for 2026 and renewal in 2027 and 2028.

BACKGROUND

On Wednesday, November 12, 2025, the City Clerk received bids for a three-year contract to provide Pavement Marking Services. The contract is to provide Pavement Marking Services for City streets and parking lots. There was one bidder, Heartland Traffic Services, formerly known as K&G Striping. K&G Striping has provided this service for the past 10+ years. A comparison of the bid items reflects an average increase of 5% over the next three years, which falls within expectations for annual inflation of construction costs.

FUNDING SOURCE

Funding is available in the 2026 Streets Operating Budget of $35,000.

ATTACHMENTS

1. Bid for Pavement Marking Services with Heartland Traffic Services, Inc.

PREPARED BY

Melissa Prenger, City Engineer November 20, 2025

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for TRAFFIC MARKING SERVICES

This Agreement, made this_______day of______________________, _______, by and between Heartland Traffic Services, Inc__________, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2026 through 2028 with the following terms and conditions.

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

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

1.0 **Service Specifications**

1.1 The Contractor will provide pavement marking services for the City.

1.2 The Contractor is required to have a valid City of Prairie Village Business License while under contract with the City. License and information can be obtained on the City's website at https://prairievillageks.portal.opengov.com/.

1.3 All work must follow the most recent published guidelines of Part 3 Markings of the Manual of Uniform Traffic Control Devices (MUTCD).

1.4 The material and its application specifications will be as provided in the City of Prairie Village Standard Specifications S721 - Painted Pavement Marking and Special Provision SP725 - Methyl Methacrylate (MMA) Pavement Marking (attached).

1.5 The Contractor will provide traffic control during all marking operations in accordance with the City of Prairie Village Standard Specifications S701 - Traffic Control (attached).

1.6 The Contractor will prepare a daily report showing units of work for the previous day and review the report with the City Coordinator.

1.7 The Contractor will review the daily schedule with the City representative prior to starting work.

1.8 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.

1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

3.0 **Fees**

3.1 The fees for these services in **2026** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	1.85	.75	.75
2	6" White Stripe	LF	2.05	1.00	1.00
3	12" White Stripe	LF	8.00	7.00	7.00
4	24" White Stripe	LF	16.00	14.00	14.00
5	4" Yellow Stripe	LF	1.85	.75	.75
6	4" Yellow Stripe - Skip	LF	1.85	.75	.75
7	18" Yellow Stripe	LF	11.00	10.00	10.00
8	Single Arrow	Each	150.00	125.00	125.00
9	Double Arrow Black	Each	225.00	200.00	200.00
10	"ONLY" Symbol	Each	225.00	200.00	200.00
11	Accessible Parking Emblem	Each	125.00	100.00	100.00
12	Marking Removal	LF	2.00	2.00	2.00
13	Sharrow	Each	225.00	175.00	175.00

3.2 The fees for these services in **2027** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	1.95	.78	.78
2	6" White Stripe	LF	2.15	1.05	1.05
3	12" White Stripe	LF	8.50	7.35	7.35
4	24" White Stripe	LF	17.00	14.70	14.70
5	4" Yellow Stripe	LF	1.95	.78	.78
6	4" Yellow Stripe - Skip	LF	1.95	.78	.78
7	18" Yellow Stripe	LF	11.55	10.50	10.50
8	Single Arrow	Each	160.00	130.00	130.00
9	Double Arrow Black	Each	235.00	210.00	210.00
10	"ONLY" Symbol	Each	235.00	210.00	210.00
11	Accessible Parking Emblem	Each	130.00	105.00	105.00
12	Marking Removal	LF	2.00	2.00	2.00
13	Sharrow	Each	235.00	200.00	200.00

3.3 The fees for these services in **2028** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	2.00	.80	.80
2	6" White Stripe	LF	2.20	1.10	1.10
3	12" White Stripe	LF	8.75	7.60	7.60
4	24" White Stripe	LF	17.50	15.00	15.00
5	4" Yellow Stripe	LF	2.00	.80	.80
6	4" Yellow Stripe - Skip	LF	2.00	.80	.80
7	18" Yellow Stripe	LF	11.90	10.80	10.80
8	Single Arrow	Each	165.00	135.00	135.00
9	Double Arrow Black	Each	240.00	215.00	215.00
10	"ONLY" Symbol	Each	240.00	215.00	215.00
11	Accessible Parking Emblem	Each	135.00	110.00	110.00
12	Marking Removal	LF	2.00	2.00	2.00
13	Sharrow	Each	240.00	210.00	210.00

2.0 **General**

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Melissa Prenger, Project Manager, at phone- (913) 385-4655, email- mprenger@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm on weekdays unless otherwise scheduled or approved by the City.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.5 Payment. 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. 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.

2.6 All invoices are to be sent to publicworks@pvkansas.com.

2.7 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.8 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.9 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.11 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable federal, state, and local licensure and permitting requirements at all times.

B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.18 This Agreement is for the period of January 1, 2026 through December 31, 2028. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.

2.19 The Contractor will commence work within ten (10) calendar days after receiving instructions from the City Coordinator for each project under this contract.

4.0 References

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

Company: CITY OF MISSION Contact: BRENT MORTON

Phone #: 913-676-8380 Email: BMORTON@MISSIONKS.ORG

Brief Description of Work: REMOVE & REPLACE EXISTING PAVEMENT MARKINGS WITH MMA

Company: CITY OF PARKVILLE, MO Contact: NICK LIGHTNER

Phone #: 816-741-776 EXT. 217 Email: NLIGHTNER@PARKVILLEMO.GOV

Brief Description of Work: REMOVE & REPLACE EXISTING PAVEMENT MARKINGS WITH PAINT, MMA & PREFORMED THERMOPLASTIC.

Company: CITY OF KEARNEY, MO Contact: SHELIE DANIEL

Phone #: 816-215-9787 Email: SDANIEL@KEARNEYMO.US

Brief Description of Work: RESTRIPE ROADS, INSTALL NEW PTP CROSSWALKS & INSTALL RRFB'S

Contractor Contact: PRESTON GREEN

Company Name: Heartland Traffic Services, Inc

Address: 626 N 47th St
Kansas City, KS 66102

Telephone Number: 816-315-3075

Email: PRESTON.GREEN@HEARTLANDTRAFFIC.COM

/s/ 11/12/25
Contractor Agent Date

ATTEST:

/s/
Adam Geffert - City Clerk Date

/s/
Alex Aggen, City Attorney Date

/s/
Eric Mikkelson, Mayor Date

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/1/2025

CONSIDER BID AWARD FOR CUSTODIAL SERVICES

RECOMMENDATION

Move to approve the contract with Jani-King of Kansas City for Custodial Services in 2026 and renewal in 2027 and 2028.

BACKGROUND

On Wednesday, November 12, 2025 the City Clerk received bids for a three-year contract to provide Custodial Services. The City provided a walk-through of all facilities for interested parties on October 29th. Five bids were received.

This bid is for a three-year contract for the cleaning of the Municipal Building, Public Safety Center, Community Center, Public Works, Swimming Pool, Franklin Park Restrooms, Harmon Park Restrooms, Porter Park Restrooms, Wassmer Park Restrooms, Taliaferro Park Restrooms and Windsor Park Restrooms.

Below is a comparison of the yearly costs as submitted by the five companies.

Bidder	2026	2027	2028
Jani-King	$127,679.04	$130,232.58	$132,856.75
Metro Point Services	$135,170.00	$138,775.00	$142,705.00
Kaizon	$139,760.00	$139,760.00	$143,919.00
City Wide	$143,780.00	$148,600.00	$153,565.00
Dial	$199,887.00	$205,345.00	$211,005.00

FUNDING SOURCE

Funds are available in the various 2026 operations budgets totaling $155,800.

ATTACHMENTS

1. Agreement for Custodial Services with Jani-King of Kansas City.

PREPARED BY

Suzanne Lownes, Asst. to the Director of Public Works November 24, 2025

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for CUSTODIAL SERVICES

This Agreement, made this ________ day of ______________________, _______, by and between _________________________________, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2026 through 2028 with the following terms and conditions.

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

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

1.0 **Service Specifications**

A. "Custodial Services" shall include, but is not limited to, the cleaning of doors, floors, carpets, ceilings, blinds, walls, restrooms, break rooms, detention areas, common areas, workspaces, conference rooms, training rooms, basements, storage areas, garages, and windows.

B. The definition of "clean" shall be:

- The absence of litter AND undesirable debris which can be eliminated by proper attention and remediation techniques.
- The absence of dust buildup on ANY surface.
- The complete, comprehensive cleaning of any facility location, including corners, inside, outside, top, and bottom of any surface.
- The absence of any soil, wax, or other undesirable buildup, which can be eliminated by appropriate heavy duty or project cleaning method.
- The presence of the appropriate surface gloss, protection, or reflective capacity in line with "like new" or designated gloss levels.
- The absence of minor spots, fingerprints, or other limited surface marring or blemish, which can be eliminated by appropriate spot cleaning techniques.
- The absence of dust, lint, and other "in fiber" accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum cleaning methods.
- The reporting of maintenance and other work requests to designated public works personnel to eliminate or correct problems with damaged, non-functioning, repair or replacement items, which cannot be corrected through appropriate cleaning techniques.
- The presence of appropriate levels of paper products, soap, and personal hygiene products in all restrooms, break rooms, and dispensers to prevent any depletion.
- Trash removal - the Contractor will be responsible for daily maintenance of the trash receptacles, cigarette/cigar disposal containers (if present), and recycling containers for all facilities, including those located directly outside of entrance doors. Contents of the trash and recycling receptacles shall be kept separated and placed in the appropriate disposal dumpsters. The City will be responsible for providing disposal services at all the main facilities as indicated in the Cleaning Handbook.
- All facilities should be checked as appropriate by the Contractor's designated manager/supervisor to ensure the facilities are cleaned to specifications.

1.1 The Contractor will provide building custodial services on a five-day schedule (Sunday through Thursday) at these locations:

A. Municipal Building, 7700 Mission Road
B. Public Safety Center, 7710 Mission Road
C. Public Works Facility & G Building restroom - 3535 Somerset Drive

1.2 The Contractor will provide custodial services for restrooms only on a daily schedule during the swimming pool season, **including holidays** (May 15 to September 15), at these locations:
A. Swimming Pool Bathhouse, 7711 Delmar Street
B. Swimming Pool Filter House, 7711 Delmar Street

1.3 The Contractor will provide daily custodial services at these locations:
A. Harmon Park, 7721 Delmar Street
B. Franklin Park, 8700 Roe Avenue
C. Porter Park, 4601 Tomahawk Drive
D. Wassmer Park, 4805 W. 67th Street
E. Windsor Park, 7170 Windsor Street
F. Taliaferro Park, 2900 W. 79th Street

1.4 The Contractor will provide custodial services either weekly or on a five-day schedule as coordinated by the City Coordinator at this location:
A. Community Center, 7720 Mission Road

1.5 The Contractor will be required to adjust the cleaning routine in accordance with the meeting schedule provided by the City Clerk's office. Cleaning of all meeting areas and adjacent areas should occur after all scheduled meetings of that day to avoid any noise disruption. All other facilities will have cleaning schedules that commence after regular building hours unless otherwise requested. All cleaning shall be completed prior to 7:00am of the next workday.

1.6 The Contractor will provide all labor, equipment, and cleaning materials to adequately perform the required custodial services within the manner set forth in the document and in **Attachment #1 – The City of Prairie Village Green Cleaning Policy including the listed training**.

1.7 The Contractor will identify all chemicals used, what type of cleaning each chemical is used for, and will provide to the City a Material Safety Data Sheet for all chemicals used prior to use of any chemicals.

1.8 The City will provide liquid hand soap, paper towels, toilet paper, sanitary napkins, air fresheners, air freshener cartridges, batteries, and light bulbs.

1.9 The cleaning schedule for the Contractor for <u>all</u> areas in City facilities:

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Vacuum all carpeted areas and stairwells	X				
Sweep/dust mop and damp mop all hard surface floors	X				
Clean public and employee entryways to include sweeping areas immediately outside entrance doors	X				
Clean both sides of all entrance glass and doors including metal frames	X				
Clean both sides of glass and metal frames around all interior doors	X				
Clean office directory glass panels	X				
Empty all trash/recycle receptacles and replace soiled basket liners as required	X				
Wipe spillage from waste receptacle tops	X				
Remove all trash/recycle to appropriate dumpsters	X				

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Dust all tops of desks, window ledges, telephones, partitions, file cabinets and other horizontal surfaces	X				
Damp wipe, clean, and disinfect sinks, table-tops, counter-tops, microwaves, and appliance fronts	X				
Clean and disinfect drinking fountains	X				
Spot clean all light switches	X				
Clean and disinfect door handles, handrails, and elevator buttons	X				
Remove fingerprints and smudges from around doors, jambs, and light switches	X				
Special additions for cleaning restrooms and locker rooms: • Clean top, bottom, and side surfaces, inside and out, of all stools and urinals using a disinfectant cleaner • Clean both sides of stool seats using a disinfectant cleaner • Special attention in cleaning shall be given to areas around urinals, toilet fixtures, edges and corners • Damp wipe and clean wall tile, stall doors and stall partitions using a disinfectant cleaner • Mop all floors using a disinfectant cleaner • Toilet seats shall be left in a "raised" position after cleaning • Clean/polish any soap trays, fixtures and shiny surfaces • Scrub and disinfect sinks, showers and floors to remove all mold, mildew and soap scum • Clean mirrors and counter tops • Clean both sides of restroom doors • Spot clean restroom walls • Replace batteries in towel dispensers as needed	X X X X X X X X X X X X				
Special additions for cleaning gym: • Dust mop gym floor; damp spot mop as needed • Spot clean all glass and mirrors • Wipe down and disinfect benches	X X X X				
Service dispensing units in restrooms, locker rooms, break rooms and detention areas (paper products, soap, sanitary napkins, misc. dispensing units)	X				
Secure all doors and turn off all lights	X				
Dust all corners and ceiling wall joints for cobwebs		X			
Clean insects from light fixtures		X			

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Dust picture frames and vertical office partitions		X			
Dust all ledge areas, high and low		X			
Spot clean carpets		X			
Vacuum, damp wipe, and clean elevator tracks and floor threshold plates		X			
Clean and polish elevator frames and walls		X			
Damp wipe and clean locker doors		X			
Scrub hard surface floors where needed		X			
Sweep police garage		X			
Vacuum upholstered furniture			X		
Deep clean high traffic carpeted areas (as needed)			X		
Scrub hard surface floors, buff to shiny finish			X		
Clean under office machines and desks			X		
Clean light fixtures and lamps			X		
Dust tops of lockers			X		
Dust high wall areas of facilities			X		
Clean air vents			X		
Sanitize restroom walls and partitions			X		
Change air freshener cartridges and batteries			X		
Clean all windows inside and out				X	
Dust blinds				X	
Dust ceiling tiles, ceiling crate and lighting fixtures in Dispatch				X	
Strip and wax floors requiring this process				X	
Spot clean Council Chambers furniture (as needed)				X	
Shampoo by extraction and deodorize carpets					X

1.10 The Contractor will provide a monthly schedule to the City Coordinator as designated in section 2.1 of this contract outlining dates for the weekly, monthly, quarterly, and annual schedule of cleaning items.

1.11 The Contractor will provide to the City Coordinator special request services on an hourly rate.

1.12 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Employees of the Contractor will complete security awareness training assigned by the Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work and will only occur after successful completion of the background check and security awareness training.

1.13 Employees of the Contractor will complete the Contractor's job training prior to working in any City facility. Copies of training materials, including workflow diagrams and job cards, and documentation of completion shall be provided to the City.

1.14 All approved employees of the Contractor will prominently display the City-issued identification card when working in any City facility.

1.15 The Contractor will supply a direct contact name, phone number and email for a manager/supervisor and will notify the City if this contact information changes during the contract period.

1.16 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

1.17 The City will provide access keys to all locations. The Contractor is prohibited from making copies of any City keys.

General

2.0 The signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.1 James Carney, Field Superintendent, at phone-(913)385-4644, Email- jcarney@pvkansas.com, or his/her designee will be the City Coordinator for the Contractor for providing any service and responding to any special needs.

2.2 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.3 All invoices should be grouped by building, with a copy of the service report attached detailing date of completed items from weekly, monthly, quarterly and annual list. They are to be sent to the Public Works Department at publicworks@pvkansas.com.

2.4 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.5 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.
B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.7 The City agrees that while services are being provided by the Contractor, and for a period of 180 days following termination of the Agreement with the Contractor, the City shall not directly employ, directly contract with, nor have any other direct contractual cleaning or janitorial agreements with any employee or sub-contractor of the Contractor.

2.8 This Agreement is for the period of January 1, 2026, through December 31, 2028. Either party may terminate this Agreement by giving sixty (60) days prior written notice to the other party; provided, that City may terminate this Agreement immediately in the event of default by Contractor.

2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

2.10 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.11 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.12 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic or other health or safety related emergency as declared by the Governor of Kansas. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19 or other health or safety related emergency, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement 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 or other health related emergencies as declared by the Governor of Kansas, 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 o other diseases which the spread of are declared to be an emergency by the Governor of Kansas. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.17 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.18 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

3.0 **Fees**

3.1 The fees for the completion of this service are:

Location	2026 Monthly Fee	2027 Monthly Fee	2028 Monthly Fee
Municipal Building	$2,279.17	$2,324.75	$2,371.24
Public Safety Center	$2,625.50	$2,678.01	$2,731.57
Public Works Facility & G Building	$1,634.00	$1,666.68	$1,700.01
Swimming Pool Bathhouse (for May - September Only)	$715.00	$729.30	$743.89
Swimming Pool South Filter House (for May - September Only)	$440.00	$448.80	$457.78
Harmon Park Restrooms	$445.00	$453.90	$462.98
Franklin Park Restrooms	$445.00	$453.90	$462.98
Porter Park Restrooms	$445.00	$453.90	$462.98
Wassmer Park Restrooms	$445.00	$453.90	$462.98
Windsor Park Restrooms	$445.00	$453.90	$462.98
Taliaferro Park Restrooms	$445.00	$453.90	$462.98
Community Center (Once per week)	$400.00	$408.00	$417.00
Community Center (5 days per week)	$550.00	$561.00	$573.00
Special Service Request	**2026 Hourly Rate**	**2027 Hourly Rate**	**2028 Hourly Rate**
Requests	$30.00	$31.00	$32.00

3.2 The City will immediately notify Contractor in writing of any addition or deletion of square footage being used in the City's buildings. The Contractor shall not add additional work or remove work unless there is prior written notice from the City's authorized agent.

4.0 References

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

Company: City of Lenexa Contact: DeeDee Jones
Phone #: 913-477-7140 Email: djones@lenexa.com
Brief Description of Work: Customer since 2009, Daily cleaning/stocking of restrooms across multiple sites; route-based service with documented checks and seasonal adjustments.

Company: City of Lake Winnebago Contact: Barbara Aaron
Phone #: 816-537-5350 Email: lwbarbaaron@comcast.net
Brief Description of Work: Customer since 2010, Cleaning of administrative spaces and community areas; srestrooms, touch-point disinfection, supply checks, and periodic machine scrub/carpet extraction per seasonal schedule.

Company: City of Edgerton Contact: Levi Meyer
Phone #: 913-893-6231 Email: lmeyer@edgertonks.org
Brief Description of Work: Customer since 2024, After-hours custodial for municipal offices and meeting rooms; restroom service, lobby/glass detailing, and invoice-attached service reports mapped to weekly/monthly/quarterly tasks.

Contractor Contact: Luis Pastrana
Company Name: Jani-King of Kansas City
Address: 14821 W 95th Street
Lenexa, Kansas, 66215
Telephone Number: 913-385-1440
Email: lpastrana@janikingks.com
/s/ Luis Pastrana 11/12/25
Contractor Agent Date

ATTEST:

/s/
Adam Geffert - City Clerk Date

/s/
Alex Aggen, City Attorney Date

/s/
Eric Mikkelson, Mayor Date

PRAIRIE VILLAGE, KANSAS

Prairie Village Green Cleaning Policy

Intent:

To provide effective cleaning while minimizing adverse health impacts on cleaning personnel, building occupants and visitors; and the environment. In addition, to mitigate the effects of infectious disease, such as COVID-19, through implementation of strategic cleaning methods.

Requirements of Staff and Contracted Services:

Focus on a healthy environment by following green cleaning best practices and meet the guidelines of Centers for Disease Control and Prevention and U.S. Environmental Protection Agency relative to COVID-19 (SARS-CoV2). This includes the procurement of cleaning and disinfecting products, procedures and training for cleaning personnel.

Cleaning services of all types, shall follow the cleaning best practices outlined below to ensure a healthy indoor environment:

Product Selection

- When disinfecting against SARS-CoV2, use disinfectants that are on EPA's List N: Disinfectants for Use Against SARS-CoV-2 and formulated with the active ingredients recommended by EPA's Design for the Environment Logo for Antimicrobial Pesticide Products.
    - If concentrated disinfectants are used and diluted to the proper use-solution utilizing a portion control device, put in place a testing protocol to ensure that the correct dilution rate is being achieved. Inexpensive test strips are available for many commonly used disinfectants (e.g. hydrogen peroxide and quats). Note: If test strips are not available for the disinfectant being used (e.g. citric acid and lactic acid) or if purchasing ready-to-use products, the use of test strips is not required.
- CHEMICAL PRODUCTS: meet **EPA Safer Choice Standard**, **Green Seal standards GS-37, GS-40, GS-52/53, or UL Ecologo 2792, 2795, 2777, 2798, 2791, 2796, 2759 or cleaning devices that use only water, ionized water, electrolyzed water, or aqueous ozone** and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
- HAND SOAPS: meet one or more of the following standards: **EPA safer choice, Green Seal GS-41, UL Ecologo 2784**, or soaps with no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
    - In areas where soap and water are not available, use of hand sanitizers that contain at least 60% alcohol and meet one or more of the following standards: UL Ecologo 2783.
- EQUIPMENT: paper towels, wiping/drying products, mops, buckets and other tools that meet one or more of the following standards: EPA comprehensive procurement guidelines for janitor paper and plastic trash can liners, Green Seal GS-01 for tissue paper, paper towels and napkins, UL Ecologo 175 for toilet tissue and hand towels, janitorial paper products derived from rapidly renewable resources or made from tree-free fibers; FSC certification for fiber procurement, California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).
    - Use of cleaning equipment that has ergonomic design features to reduce worker injuries such as vibration, noise, and user fatigue. For examples of ergonomic design features, see EQ credit powered cleaning equipment.

Procedures on Cleaning and Disinfection

- Use of procedures that meet the joint requirements of CDC and EPA on Reopening Guidance for Cleaning and Disinfecting Public Spaces, Workplaces, Businesses, Schools, and Homes.
- Use of procedures that optimize cleaning personnel resources and minimize unnecessary use of valuable cleaning products and equipment. Do not overuse or stockpile disinfectants or other supplies. Where possible, adjust spaces to minimize frequently touched surfaces and regularly update cleaning personnel on occupant activities in the building to ensure their cleaning aligns with the way the building is being used.
- Identification of "high-touch surfaces" along with frequencies for cleaning and disinfecting the different objects so designated.
- City Staff will perform quantitative testing of the cleanliness of surfaces at random intervals.
- Strategies for promoting and improving hand hygiene, including prioritizing thorough washing of hands with plain soap and water over hand sanitizers where possible.

Protection for Cleaning Personnel

- Use of proper personnel protective equipment (PPE) including eye protection, masks, gloves and gowns for all cleaning personnel as required by the products and processes being used.
- Use of face coverings per the requirements governing COVID-19 regulations.
- Use of tools, equipment and procedures that reduce ergonomic injuries to workers (e.g. injuries to the back, shoulders and knees).

Training of Cleaning Personnel

- Use of disinfectants and other cleaning products and equipment.
- Use of personal protective equipment (PPE) including how to properly put it on, take it off and disposal.
- Training on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200) and comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030), including proper disposal of regulated waste, and PPE (29 CFR 1910.132).
- Training on the basics of infection control and the science of cleaning; personal protective equipment (PPE); ergonomics protection for workers; hazards of disinfectant and other chemical products; disposal of cleaning chemicals; proper use and maintenance of chemical dispensing equipment; and proper training on other products and equipment used in the cleaning process.
- Train cleaning personnel to be able to answer occupant's basic questions about cleaning procedures.

Note: The following training programs meet the above requirements:

- *Thomas Shortman Training Fund: Cleaning for COVID-19 & other Infectious Diseases*
- *Building Skills Partnership: Infectious Disease Certification Program*
- *Building Service Contractors Association International (BSCAI): COVID-19 Disinfection & Safety Course*

Current Building Square Footage Estimate
10/1/2025

BUILDING	ADDRESS	ESTIMATED SQ. FT.
City Hall	7700 Mission Rd	15,452
Public Safety Center	7710 Mission Rd	17,800
Public Works Facility (admin building, shop restrooms and office)	3535 Somerset Dr	10,400
Public Works G Bldg (restroom only)	3535 Somerset Dr	121
Swimming Pool Bathhouse (entry, restrooms, office, concessions)	7711 Delmar St	1,800
Swimming Pool Filter House (restrooms only)	7711 Delmar St	400
Harmon Park Restrooms	7721 Delmar St	450
Franklin Park Restrooms	8700 Roe Ave	252
Porter Park Restrooms	4601 Tomahawk Dr	218
Wassmer Park Restrooms	4805 W 67th St	218
Windsor Park Restrooms	7170 Windsor St	198
Taliaferro Park Restrooms	2900 W 79th St	198
Community Center	7720 Mission Rd	1,736

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/01/2025

CONSIDER BID AWARD FOR WEATHER SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2026-2028 Annual Service bid for Weather Services from Weather Or Not for 2026 with renewals in 2027 and 2028.

BACKGROUND

This service agreement is for providing forecasting and special forecasts on request to Public Works staff and Swimming Pool staff via text, email and internet.

On November 12, 2025, the City Clerk received and opened bids. One bid was received.

2026 Weather Service Bid	**2027 Weather Service Bid**	**2028 Weather Service Bid**	2025 Weather Service Bid
$10,900.00	**$10,900.00**	**$10,900.00**	$10,780.00

There is an increase of 1% from our 2025 fee for the next 3 years. Weather Or Not has provided these on-call services for many years and is a great asset to help with day-to-day work scheduling as well as preparing for winter weather.

FUNDING SOURCE

Funding is available in the 2026 Operating Budget totaling $11,100.

ATTACHMENTS

1. Contract for Weather Services with Weather Or Not

PREPARED BY

Suzanne Lownes, Asst. to the Public Works Director November 24, 2025

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this______day of____________________, ______, by and between ________________________, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2026 through 2028 with the following terms and conditions.

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

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

1.0 Service Specifications

1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional meteorologists.

1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.

1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also, a 3-to-5-day outlook that includes weather system, timing and expected impacts on the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.

1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour, when possible, for lightning or thunderstorm activity, will be required.

1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports are to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10-year monthly snow comparison.

1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10-year comparison of snow accumulation.

1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. **Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist**.

1.8 The City may request to tour the business facility prior to bid award.

1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.

1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.

1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.

2.2 James Carney, Field Superintendent, at phone-(913)385-4644, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.4 All invoices with a copy of the service report are to be sent to publicworks@pvkansas.com.

2.5 Insurance:

A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.

2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.

2.8 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas

2.13 This Agreement is for the period of January 1, 2026 through December 31, 2028. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

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

3.0 **Fees**

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

	2026 Annual Fee	2027 Annual Fee	2028 Annual Fee
Annual Weather Forecasting Services	$10,900	$10,900	$10,900

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

**OPTIONAL - Mid-Range Trends Forecast delivered weekly for additional $1,200 annually.

4.0 **References**

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

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810 Email: narena@lenexa.com

Brief Description of Work: Services provided are similar to Prairie Village.

Company: City of Overland Park Contact: Jared McPhee

Phone #: 913-895-8361 Email: jared.mcphee@opkansas.org

Brief Description of Work: Services provided are similar to Prairie Village.

Company: Olathe Infrastructure Contact: Chad Courtois

Phone #: 913-208-0653 Email: ccourtois@olatheks.org

Brief Description of Work: Services provided are similar to Prairie Village.

Contractor Contact: Becky Taylor

Company Name: Weather or Not, Inc.

Address: 11006 Parallel Parkway, Suite 100B

Kansas City, KS 66203

Telephone Number: 913-248-9340

Email: becky@weatherornot.com

/s/ Becky Taylor 10/27/2025
Contractor Agent Date

ATTEST:

/s/_______________________
Adam Geffert, City Clerk Date

/s/_______________________
Alex Aggen, City Attorney Date

/s/_______________________
Eric Mikkelson, Mayor Date

MAYOR

City Council Meeting Date: December 1, 2025

COU2025-52 Consider Election of Council President

RECOMMENDATION
Hold a City Council election to select the next Council President to serve from December 1, 2025 through November 2026.

MOTION
Move to select a new Council President for the period of December 1, 2025 through November 2026.

BACKGROUND
Chapter I, Article II of the Prairie Village Municipal Code stipulates that the City Council elects one Councilmember to serve as President of the Council. The Council President presides at all meetings of the Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in February.

At its September 15, 2025 meeting, the City Council voted to modify Council Policy 29, "President of the Council", by amending certain criteria and clarifying eligibility, nominations, and elections. The updated policy notes the following requirements for the selection of the president:

- **A.** An annual election will occur at the first December City Council meeting.
- **B.** Only Councilmembers who attend that meeting will be eligible to nominate, be nominated, or vote for the proposed President of the Council.
- **C.** Nominated Councilmembers must accept the nomination before a vote can be taken.
- **D.** Councilmembers who have not served as a Councilmember for at least one year are ineligible for nomination.
- **E.** Councilmembers who have served as the President of the Council during their current term are ineligible for nomination.
- **F.** Councilmembers who serve in the same Ward as the current sitting President of the Council are ineligible for nomination.
- **G.** Councilmembers cannot serve as President of the Council for two consecutive years.
- **H.** The election of a nominated Councilmember who meets the above criteria shall be approved and confirmed by a simple majority of the City Council.
- **I.** In the event that no Councilmember meets the above criteria, or no Councilmember meets the above criteria who accepts a nomination, any Councilmember may be nominated. That Councilmember must still accept the nomination, and that election shall be approved and confirmed by a simple majority of the City Council.
- **J.** In the event that a sitting President of the Council resigns from the position of President of the Council, resigns or otherwise no longer serves as a Councilmember, or

otherwise is unable to serve as President of the Council, an interim election will occur at the next regularly scheduled City Council meeting. That interim election will follow all of these procedures and criteria, except that the newly elected President of the Council shall only serve through the upcoming November.

Based on this criteria, Councilmember eligibility is as follows:

- Cole Robinson – eligible
- Terry O'Toole – eligible
- Inga Selders - eligible
- Ron Nelson – eligible
- Lori Sharp - eligible
- Shelby Bartelt – ineligible (has not served as a member of Council for a full year)
- Nathan Vallette – ineligible (has not served as a member of Council for a full year)
- Tyler Agniel – eligible
- Betsy Lawrence - ineligible (has not served as a member of Council for a full year)
- Nick Reddell - eligible
- Ian Graves – ineligible (serves in the same ward as current president)
- Jim Sellers – ineligible (has not served as a member of Council for a full year)

ATTACHMENTS
Council Policy 029 – President of the Council

PREPARED BY
Adam Geffert
City Clerk
Date: November 25, 2025

City Council Policy: CP029 – President of the Council

Effective Date: September 16, 2025

Amends: October 8, 2024

Approved By: Governing Body

I. SCOPE

II. PURPOSE

A. To establish a procedure for selecting the President of the Council

III. RESPONSIBILITY

A. The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in December.

IV. DEFINITIONS

A. City Council: City Council means 12 elected Councilmembers or those persons appointed to fill vacancies on the council.

V. POLICY

A. An annual election will occur at the first December City Council meeting.
B. Only Councilmembers who attend that meeting will be eligible to nominate, be nominated, or vote for the proposed President of the Council.
C. Nominated Councilmembers must accept the nomination before a vote can be taken.
D. Councilmembers who have not served as a Councilmember for at least one year are ineligible for nomination.
E. Councilmembers who have served as the President of the Council during their current term are ineligible for nomination.
F. Councilmembers who serve in the same Ward as the current sitting President of the Council are ineligible for nomination.
G. Councilmembers cannot serve as President of the Council for two consecutive years.
H. The election of a nominated Councilmember who meets the above criteria shall be approved and confirmed by a simple majority of the City Council.
I. In the event that no Councilmember meets the above criteria, or no Councilmember meets the above criteria who accepts a nomination, any Councilmember may be nominated. That Councilmember must still accept the nomination, and that election shall be approved and confirmed by a simple majority of the City Council.
J. In the event that a sitting President of the Council resigns from the position of President of the Council, resigns or otherwise no longer serves as a Councilmember, or otherwise is unable to serve as President of the Council, an interim election will occur at the next regularly scheduled City Council meeting. That interim election will follow all of these procedures and criteria, except that the newly elected President of the Council shall only serve through the upcoming November.

ADMINISTRATION DEPARTMENT

Council Meeting Date: December 1, 2025

COU2025-53 CONSIDER APPROVAL OF ITEMS RELATED TO MUNICIPAL COMPLEX PROJECT FINANCING

SUGGESTED MOTIONS

Move that the City Council approve the items for the issuance of bonds to permanently finance the Municipal Complex Project, as follows:

1. Consider approval of Ordinance No. 2514 authorizing and providing for the issuance of General Obligation Improvements Bonds, Series 2025A, in a maximum principal amount of $28,000,000.
2. Consider approval of Resolution No. 2025-10 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Improvements Bonds, Series 2025A.
3. Consider approval of transfer of previously-budgeted funds in the amount of $955,000 into the Municipal Complex Improvements CIP Fund project (BG510003).

BACKGROUND

Since 2020, the City has been working through the needs and feasibility of renovating or rebuilding parts of the Municipal Complex that houses the Police Department, Municipal Court and City Hall at 77th Street and Mission Road. At the January 21, 2025 Council meeting, the governing body authorized staff to proceed with a concept for City Hall to be rebuilt on the 7820 Mission Road site, with renovations and expansions to the police department and municipal court at 7700 Mission Road. In early 2025, the City issued general obligation temporary notes to acquire 7820 Mission Road in anticipation of the Municipal Complex Project.

Pursuant to actions taken by the City Council at its meeting held on June 16, 2025, the City Council previously authorized pursuing the issuance of the City's general obligation bonds to permanently finance the costs of the Municipal Complex Project, including takeout financing to retire the temporary notes used to fund the acquisition of the 7820 Mission Road property. This issuance could not be completed on the original timeline due to litigation which has now been resolved.

Staff has since worked with Bond Counsel and our Municipal Financial Advisor to arrange this bond issuance, and it is now proposed that the City Council authorize the issuance of the City's general obligation bonds in an amount not to exceed $28,000,000 to finance the costs of acquiring, constructing, and equipping the Municipal Complex Project. While this amount sets an upper limit to be issued, staff anticipates actually issuing an amount under $27,000,000 due to existing funding sources that were previously approved by Council. The final par ("face value") amount will be dependent on the bid received to purchase the bonds on the day of pricing.

The bonds will be offered via competitive sale, as has been the City's past practice and as is generally required by state law. This means that the buyer who offers the lowest interest rate “wins” the right to purchase the bonds. The City anticipates retaining its "AAA" Bond Rating which is projected to save the City hundreds of thousands of dollars in interest costs over the life of the bonds. The "AAA" bond rating signifies the highest level of creditworthiness and reflects exceptional financial stability and financial management.

As part of the overall funding of the Municipal Complex Project, the 2025 Budget included a transfer of $1,150,000 to the Bond and Interest fund to pay for debt service on the project. At the May 5, 2025 Council Meeting, Council approved transferring $195,000 of this funding to the CIP Fund for project BG510003. Transferring the remainder ($955,000) of the 2025 budgeted amount into this CIP project will allow for using this cash funding to decrease the size of the overall bond issuance.

ATTACHMENTS:

- Ordinance No. 2514
- Resolution No. 2025-10

Prepared By:
Jason Hannaman, Finance Director
Date: November 24, 2025

BOND ORDINANCE AND RESOLUTION

A. Excerpt of Minutes of Meeting approving Ordinance/Bond Resolution
B. Ordinance
C. Ordinance Summary for Publication
D. Bond Resolution

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON DECEMBER 1, 2025

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:00 p.m., the following members being present and participating, to-wit:

Present: ____.

____.

Absent: ____.

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $28,000,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

Councilmember ____________ moved that said Ordinance be passed. The motion was seconded by Councilmember ____________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yea: ____

____.

Nay: ____.

Abstain: ____.

The Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 2514, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED

$28,000,000, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE ISSUER.

Councilmember ___________ moved that said Resolution be adopted. The motion was seconded by Councilmember ___________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Yea: ____

____.

Nay: ____.

Abstain: ____.

The Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-10 and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Prairie Village, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____
Adam Geffert, City Clerk

ORDINANCE NO. 2514

OF

THE CITY OF PRAIRIE VILLAGE, KANSAS

PASSED

DECEMBER 1, 2025

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025A

ORDINANCE NO. 2514

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $28,000,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Prairie Village, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to Charter Ordinance No. 28 of the City and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project Name	Authorizing Resolution	Authority	Improvement Fund Deposit
7820 Mission Road Acquisition	2024-07	Article 12, Section 5 of the Kansas Constitution; Charter Ordinance No. 28	$4,816,175
Municipal Complex Project	2025-04	Article 12, Section 5 of the Kansas Constitution; Charter Ordinance No. 28	21,283,825

; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay a portion of the costs of the Improvements; and

WHEREAS, the Governing Body of the City shall advertise the sale of its general obligation bonds in accordance with the law and shall authorize the Mayor or the City Administrator, on behalf of the Governing Body, to award the sale of such bonds to the lowest bidder on the sale date following receipt of a good faith deposit as required by law; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the City to authorize and provide for the issuance of the Bonds in the aggregate principal amount of not to exceed $28,000,000 to pay, along with other available funds of the City, the costs of the Improvements and pay costs of issuance; and

WHEREAS, the award of the sale of the Bonds to the lowest bidder shall be contingent upon meeting the limitations set forth in **Exhibit B** to the Bond Resolution, in such principal amount as is necessary to pay the costs of the Improvements and the costs of issuance of the Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the City and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Improvement Bonds, Series 2025A, dated December 23, 2025, authorized by this Ordinance.

"City" means the City of Prairie Village, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Governing Body" means the City Council of the City.

"Improvements" means the improvements referred to in the preamble to this Ordinance and any Substitute Improvements.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Notes" means the Series 2025 Notes in the aggregate principal amount of $4,745,000.

"Series 2025 Notes" means the City's General Obligation Temporary Notes, Series 2025, dated February 12, 2025.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2025A, of the City in the aggregate principal amount of not to exceed $28,000,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution, including the completed Certificate of Final Terms in **Exhibit C** to the Bond Resolution.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk, City Administrator, Finance Director, and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on December 1, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

____
Eric Mikkelson, Mayor

ATTEST:

____
Adam Geffert, City Clerk

(PUBLISHED IN THE ***THE LEGAL RECORD*** ON DECEMBER 9, 2025)

SUMMARY OF ORDINANCE NO. 2514

On December 1, 2025, the governing body of the City of Prairie Village, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $28,000,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS WITH RESPECT THERETO.

The Series 2025A Bonds approved by the Ordinance are being issued in the maximum principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208-4230. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.pvkansas.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 1, 2025.

____

City Attorney

RESOLUTION NO. 2025-10

OF

THE CITY OF PRAIRIE VILLAGE, KANSAS

ADOPTED

DECEMBER 1, 2025

NOT TO EXCEED $28,000,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025A

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RESOLUTION NO. 2025-10

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $28,000,000, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE ISSUER.

WHEREAS, the City of Prairie Village, Kansas (the "Issuer") has previously passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, awarding the sale of the Bonds to lowest bidder shall follow receipt by the Issuer of a good faith deposit as required by law, and the issuance of the Bonds shall be contingent upon the parameters set forth in ***EXHIBIT B***, in such principal amount as is necessary to pay the costs of the Improvements, the costs to retire the Refunded Notes, and the costs of issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“**Bond Insurer**” means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on ***EXHIBIT C*** to this Bond Resolution.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or “Bond” means the General Obligation Improvement Bonds, Series 2025A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Certificate of Final Terms” means the Certificate of Final Terms executed and delivered by the Mayor or City Administrator as authorized pursuant to ***Section 213*** hereof, in substantially the form attached hereto as ***EXHIBIT C***.

“City” means the City of Prairie Village, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, municipal advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Dated Date” means December 23, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement Bonds, Series 2025A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Issuer's Continuing Disclosure Undertaking dated as of the Dated Date relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Escrow Instruction Letter" means the Escrow Instruction Letter, dated as of the Dated Date, between the Issuer and the escrow agent named therein.

"Escrowed Securities" means the direct, noncallable obligations of the United States of America, as described in the Escrow Instruction Letter.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Finance Director" means the duly appointed and acting Finance Director of the Issuer or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the Issuer.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Council of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Improvement Bonds, Series 2025A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2026.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Municipal Advisor" means Columbia Capital Management, LLC, Merriam, Kansas, the municipal advisor to the City.

"**Municipal Bond Insurance Policy**" means, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on ***EXHIBIT C*** to this Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208-4230
cityclerk@pvkansas.com

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Email: fiscal@treasurer.ks.gov

(c) To the Purchaser: see ***EXHIBIT C***

(d) To the Rating Agency:

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means the Issuer's Official Statement relating to the Bonds.

"Ordinance" means the ordinance of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the original purchase price of the Bonds set forth in the Certificate of Final Terms described on ***EXHIBIT C*** to this Bond Resolution.

"Purchaser" means the original purchaser of the Bonds set forth in the Certificate of Final Terms described in ***EXHIBIT C*** to this Bond Resolution.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Improvement Bonds, Series 2025A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Notes" means the Series 2025 Notes in the aggregate principal amount of $4,745,000.

"Refunded Notes Paying Agent" means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means March 1, 2026.

“Refunded Notes Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to ***Section 501*** hereof.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2025 Notes” means the City’s General Obligation Temporary Notes, Series 2025, dated February 12, 2025.

“Special Record Date” means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

“Term Bonds” means the Term Bonds, if any, described in the Certificate of Final Terms attached as ***EXHIBIT C*** to this Bond Resolution.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. Subject to the conditions set forth herein, there shall be issued and hereby are authorized and directed to be issued pursuant to the Ordinance the General Obligation Improvement Bonds, Series 2025A, of the Issuer, in the principal amount set forth in the Certificate of Final Terms, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof and the Certificate of Final Terms, and shall bear interest at the rates per annum to be determined upon the sale of the Bonds as set forth in the Certificate of Final Terms.

The Bonds shall bear interest at the rates specified in the Certificate of Final Terms (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor and/or the City Administrator of the Issuer are hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede &

Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds; Receipt of Good Faith Deposit; Award to Purchaser; Execution of Certificate of Final Terms. The Issuer hereby authorizes the Mayor, City Administrator, Finance Director, Clerk, Municipal Advisor, Bond Counsel, and other representatives of the Issuer to conduct the competitive sale of the Bonds as described in the Notice of Bond Sale. Following the receipt of bids for purchase of the Bonds in accordance with the Notice of Bond Sale, and following receipt by the Issuer of a good faith deposit from the Purchaser as required by law, either the Mayor or the City Administrator is authorized and directed to award the sale of the Bonds to the Purchaser, and is further authorized and directed to approve the principal amount of the Bonds, the Purchase Price, the principal amounts and interest rates by maturity, the redemption provisions, and all other final terms of the Bonds, subject to each of the parameters set forth in this Section and ***EXHIBIT B*** hereto, and in that connection, to execute and deliver the Certificate of Final Terms in substantially the form attached hereto as ***EXHIBIT C*** for and on behalf of and as the act and deed of the Issuer, which approval will be conclusively evidenced by the Mayor's or the City Administrator's signature thereon. Upon execution, the Certificate of Final Terms shall be attached to this Bond Resolution as ***EXHIBIT C***, and the Clerk is hereby authorized to file the completed Certificate of Final Terms with this Bond Resolution in the records of the Issuer. The countersignature of the Mayor or the City Administrator on the bid submitted by the Original Purchaser shall constitute a bond purchase agreement to the extent required by law.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Mandatory Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as set forth in the Certificate of Final Terms described on ***EXHIBIT C*** to this Bond Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of any Term Bonds redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in this Section. To effect such reduction, the Issuer shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the

Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the

Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Improvement Bonds, Series 2025A;

(b) Debt Service Account for General Obligation Improvement Bonds, Series 2025A (within the Bond and Interest Fund);

(c) Rebate Fund for General Obligation Improvement Bonds, Series 2025A; and

(d) Redemption Fund for Refunded Notes.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds, if any as identified in the Certificate of Final Terms, shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the costs of refunding the Refunded Notes shall be deposited in the Refunded Notes Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying Costs of Issuance; and (c) transferring any amounts to the Rebate Fund required by this ***Article V***. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds are hereby called for redemption and payment. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; and (3) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in the Refunded Notes Redemption Fund. Moneys and Escrowed Securities in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date in accordance with the provisions of the Escrow Instruction Letter. The Mayor and Clerk are hereby authorized to execute the Escrow Instruction Letter on behalf of the Issuer. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 508. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Finance Director are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly delivered by prepaid overnight delivery service or mailed by registered or certified mail, postage prepaid; or (b) communicated via electronic mail, with confirmation of delivery receipt, read receipt or otherwise. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) delivery service or certified or registered mail as aforesaid shall be deemed duly given as of the date they are so provided to the delivery service or mailed, respectively; (b) electronic mail as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, Finance Director and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[Balance of page intentionally left blank]

ADOPTED by the Governing Body on December 1, 2025.

(SEAL)

____
Eric Mikkelson, Mayor

ATTEST:

____
Adam Geffert, City Clerk

EXHIBIT A
(FORM OF BONDS)

REGISTERED **REGISTERED**
NUMBER __ **$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF PRAIRIE VILLAGE
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2025A

Interest Rate:	**Maturity Date:**	**Dated Date: December 23, 2025**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Prairie Village, in the County of Johnson, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Improvement Bonds, Series 2025A," aggregating the principal amount of $[__________] (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor, and attested by the manual, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PRAIRIE VILLAGE, KANSAS

[(Facsimile Seal)]

By: _________(facsimile)_________________
Eric Mikkelson, Mayor

ATTEST:

By: _________(facsimile)_________________
Adam Geffert, City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2025A, of the City of Prairie Village, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: __________________

Treasurer of the State of Kansas,
Topeka, Kansas
as Bond Registrar and Paying Agent

By: ____________________________________

Registration Number: _______________

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Prairie Village, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of December 23, 2025.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile)
Adam Geffert, City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Facsimile Seal) By: ___________________________________
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

____
(Name and Address)

____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $___________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint ____________________ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____________________

____
Name

____
Social Security or
Taxpayer Identification No.

____
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ______________________________________

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

EXHIBIT B

PARAMETERS

1. Original Principal Amount of the Bonds: Not to exceed $28,000,000

2. Final Maturity of the Bonds: Not later than September 1, 2055

3. True Interest Cost Rate (TIC): Not to exceed 5.00%

EXHIBIT C

CERTIFICATE OF FINAL TERMS

This Certificate of Final Terms is subject in all respects to the terms and conditions of Resolution No. 2025-10 (the "Resolution") of the City of Prairie Village, Kansas (the "Issuer"), which terms and conditions are incorporated by reference as if fully set forth herein.

The undersigned [Mayor][City Administrator] of the Issuer, in connection with the issuance of the Issuer's General Obligation Improvement Bonds, Series 2025A (the "Bonds"), certifies pursuant to Section 213 of the Resolution, as follows (section references are to the cited section of the Resolution):

1. **Good Faith Deposit**. Pursuant to K.S.A. 10-106, the Issuer has received a good faith deposit from the Original Purchaser in an amount not less than two percent (2%) of the Original Principal Amount of the Bonds.

2. **Definitions – Section 101**. The following terms defined in this Resolution shall have the meanings ascribed below.

["**Bond Insurer**" means __________ and its successors or assigns.]

["**Municipal Bond Insurance Policy**" means __________.]

"**Ordinance**" means Ordinance No. 2514 of the City authorizing the issuance of the Bonds.

"**Original Principal Amount**" means $__________, the principal amount of the Bonds as originally issued and delivered.

"**Purchase Price**" shall be the par value of the Bonds plus accrued interest to the date of delivery, [plus a [net] premium of $__________,] [less an underwriter's discount of $__________].

"**Purchaser**" means ____________________, ____________________, the original purchaser of the Bonds.

["**Term Bonds**" mean the 20__ Term Bonds, the 20__ Term Bonds and the 20__ Term Bonds.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.]

3. Maturity Schedule – Section 202. The Bonds will mature on the dates and in the amounts and bear interest at the rates as follows:

SERIAL BONDS

Stated Maturity September 1	**Principal Amount**	**Interest Rate**	**Stated Maturity September 1**	**Principal Amount**	**Interest Rate**
2028	$	%	2042	$	%
2029			2043		
2030			2044		
2031			2045		
2032			2046		
2033			2047		
2034			2048		
2035			2049		
2036			2050		
2037			2051		
2038			2052		
2039			2053		
2040			2054		
2041			2055		

[**TERM BONDS**

Stated Maturity September 1	**Principal Amount**	**Interest Rate**
20__	$	%
20__		
20__		

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Due September 1**
$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	Due September 1
$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	Due September 1
$	20__
	20__*

*Final Maturity.]

4. Mandatory Redemption – Section 301.

[There are no Term Bonds subject to mandatory sinking fund redemption prior to Maturity.]

5. Premium Deposited to Debt Service Account – Section 502. The amount of premium to be deposited into the Debt Service Account is $[0.00].

6. True Interest Cost Rate (TIC). The true interest cost rate (TIC) for the Bonds is _____%.

7. Compliance with Parameters. The terms set forth in this Certificate of Final Terms are within the parameters contained on ***EXHIBIT B*** to the Resolution.

[*Remainder of Page Intentionally Left Blank*]

Delivered on December __, 2025.

CITY OF PRAIRIE VILLAGE, KANSAS

____
[Mayor][City Administrator]

POLICE DEPARTMENT

Council Meeting Date: December 1, 2025

COU2025-51 **Consider Amendments to Chapter II. Animal Control and Regulation Article 1.**

RECOMMENDED MOTION

Move to approve proposed amendments to Chapter II Ordinances governing Animal Control and Regulation to be enacted in 120 days.

BACKGROUND

The City Prosecutor and Police Department collaborated to amend and change portions of the animal control and regulation ordinance. In addition to general clean up and definition changes, the public nuisance section, 2-125, was changed to animal nuisance and removed the reference to the City Noise Ordinance. The departments feel these changes will be more operationally effective for animal control personnel and allow proper prosecution when necessary.

One noteworthy change in the ordinance is amending the definition of a dangerous wild animal to remove language allowing monkeys of a species whose average adult weight is under 20 pounds. This change would align the City with best practices and many agencies in the metro that do not allow monkeys of any size. Monkeys of any size can be dangerous from bites, scratches, and disease concerns. Council is advised that the Police Department is aware of one licensed spider monkey under 20 pounds within the City. This change in the ordinance would prohibit the owner from keeping the monkey.

During the Council Committee of the Whole at the November 17th, 2025 meeting, the council voted 10-1 in favor of the proposed changes to the ordinance as presented. There was discussion about providing a reasonable time for the resident who owns the monkey in question to be allowed more than 90 days to remove the monkey from the City. City Staff discussed and now recommends that the changes to the ordinance not take effect for 120 days. A survey of other metro cities shows that 18 of the 23 cities surveyed completely prohibit private primate ownership, four cities allow some kind of ownership, and one agency has changed their ordinance to prohibit ownership but included a, “grandfather clause” for a current primate owner.

Staff has conducted research into the issue and has found that number of organizations including the Kansas Animal Control Association, Zoo Associations, and the Humane Society of the United States (HSUS) all support bans on private primate ownership. Staff has also contacted Doctor’s of Veterinary Medicine (DVM) and found their recommendation also to be that private primate ownership be banned. Letters previously submitted by the Kansas Animal Control Association and HSUS to the Kansas Legislature are attached for review.

The changes have been reviewed by the City Attorney and City Prosecutor.

ATTACHMENTS

Ordinance 2515
Draft Ordinance
Spreadsheet with notes regarding other metro agencies primate ordinances
Letters regarding primate legislation

PREPARED BY

Chief Eric McCullough
Date: November 25, 2025

ORDINANCE NO. 2515

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER II ANIMAL CONTROL AND REGULATION, ARTICLE 1. GENERAL PROVISIONS, OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

WHEREAS, the City Council desires to promote public health, safety, and welfare of the residents of Prairie Village and the public at large in the interaction between humans and animals; and

WHEREAS, the City Council has considered and evaluated the existing animal control and regulation ordinance and determined that certain revisions are needed to address modern animal control issues.

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

Section 1. Section 2-102 of Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-102. DEFINITIONS.

(a) Abandon includes the leaving of an animal by the person responsible therefor without making effective provisions for its proper care.

(b) Adequate care means normal and prudent attention to the needs of an animal, including that care which is normally necessary to maintain good health in a specific animal.

(c) Adequate food means supplying at suitable intervals (not to exceed 24 hours) of a quantity of food suitable and sufficient to maintain a reasonable level of nutrition for each animal.

(d) Adequate health care means the provision to each healthy animal of all immunizations and preventative care required to maintain good health, space adequate to allow the animal rest and exercise sufficient to maintain good health, and the provision to each sick, diseased, or injured animal of necessary veterinary care or humane death.

(e) Adequate shelter means a structurally sound, properly ventilated, sanitary and weatherproof shelter, which provides access to shade from direct sunlight and protection from exposure to inclement weather conditions.

(f) Adequate water means a continual access to a supply of clean, fresh, potable water provided in a sanitary manner.

(g) Animal is any living creature, other than humans.

(h) Animal bite is any contact between an animal's mouth, teeth, or appendages and the skin of a bite victim that causes any visible puncture, scratch, or break to the skin.

(i) Animal control officer is a duly authorized person employed by the city who is charged with the duties of enforcing this chapter and/or related ordinances.

(j) At-large is to be off the property of the person responsible for an animal, except when the animal is taken off such person's property on a leash, in a cage, or other conveyance.

(k) City is a reference to the City of Prairie Village, Kansas and its corporate limits.

(l) Confined to the premises means confined or restricted either inside the residential structure of the person responsible for an animal; or if outside the residential structure, confined or restricted to the backyard of the premises fenced in a manner that prohibits escape, or by being physically restrained on a chain or leash or other proper method of physical restraint from which the animal cannot escape.

(m) Dangerous wild animal means any animal, which is wild by nature and of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, jaguars, mountain lions, cheetahs, caracals, bobcats, lynx or other big cats, bears, wolves, wolf hybrids, coyotes, apes, gorillas, monkeys, foxes, elephants, alligators, crocodiles, monitor lizards, and animals which are venomous and/or poisonous, and any animals which could otherwise present a risk or serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.

(n) Dangerous animal means an animal which:

   (1) When unprovoked, aggressively bites, attacks or endangers the safety of humans or domestic animals;

   (2) When unprovoked, has a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals;

   (3) Has been found to be potentially dangerous and after the person responsible therefor has notice that the animal is potentially dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals; or

   (4) Is owned, harbored, sheltered, kept, controlled, managed, or possessed primarily or in part for the purpose of fighting or is trained for fighting.

(o) Domestic animal means a dog, cat or other animal that is domesticated and may be kept as a household pet. “Domestic animal” does not include livestock, as defined in K.S.A. 47-1001, and amendments thereto, or other farm animals, or native wildlife.

(p) Impound means taking any animal into the confinement, care, or custody of the city.

(q) Municipal Court means the Municipal Court of the city.

(r) Person is any natural person, association, firm, partnership, organization, or corporation.

(s) Person responsible (for an animal) includes any person which owns, harbors, shelters, keeps, controls, manages, possesses, or has a part interest in any animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. There may be more than one person responsible for an animal. Any person keeping any animal in the city for three consecutive days shall be conclusively presumed to be the person responsible for such animal.

(t) Potentially dangerous animal means any animal which, when unprovoked:

(1) Inflicts a bite or bites on a human or domestic animal either on public or private property; or

(2) Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

(u) Unprovoked means that the person or domestic animal approached, chased, bit or attacked where it:

(1) Did not mischievously or carelessly provoke or aggravate the animal;

(2) Was not committing a willful trespass or other tort upon the premises occupied by the person responsible for the animal;

(3) Was not tormenting, abusing, assaulting or attacking the animal;

(4) Has not in the past been observed or reported to have tormented, abused, assaulted or attacked the animal; or

(5) Was not committing or attempting to commit a crime.

(v) Vicious animal means an animal which:

(1) When unprovoked, has inflicted a vicious bite to any person or domestic animal on public or private property;

(2) When unprovoked, has killed a domestic animal while off the property of the person responsible for such vicious animal; or

(3) Has been declared to be dangerous and after the person responsible therefor has notice that the animal has been declared dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals.

(w) Vicious bite is any attack by any animal, which results in serious physical injury or death to a human and/or other domestic animal in which the attacking animal uses its teeth and/or claws.

Section 2. Section 2-103 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-103. KEEPING OF LIVESTOCK, POULTRY, FOWL AND NATIVE WILDLIFE PROHIBITED

(a) Except as provided in subsection (b) below, and as provided in section 2-143 below, it shall be unlawful for any person to own, harbor, shelter, keep, control, manage, or possess livestock, poultry, fowl or any other native wildlife on any premises within the city and no special or temporary permit will be issued for these. For the purpose of this section, livestock, poultry, fowl and native wildlife include, but are not limited to: cows, pigs, horses, donkeys, mules, sheep, goats, chickens, ducks, geese, guinea fowl, peacocks, pigeons, swans and those animals considered miniature or pygmy breeds, e.g., pot-bellied pigs, miniature donkeys, miniature horses, and pygmy goats, squirrels, prairie dogs, racoons, opossums, skunks, badgers, beavers, muskrat, deer, bats, prairie chickens, pheasant, or quail.

(b) The following persons or organizations shall be allowed to own, harbor, shelter, keep, control, manage, or possess any livestock, poultry, fowl and native wildlife:

(1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;

(2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;

(3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;

(4) Commercial establishments processing such animals for the purpose of sale or display; and

(5) The keeping of chickens as provided in section 2-143 below.

Section 3. Section 2-106 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-106. POTENTIALLY DANGEROUS, DANGEROUS AND VICIOUS ANIMALS.

(a) Determination.

(1) In the event that the animal control officer or a law enforcement officer has probable cause to believe that an animal is potentially dangerous, dangerous or vicious, as defined in section 2-102, such officer may petition the Municipal Court to set a hearing for the purpose of determining whether or not the animal in question should be declared potentially dangerous, dangerous or vicious. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis to support a finding of probable cause shall be made by declaration under penalty of perjury by the complainant in the manner provided by K.S.A. 53-601, and shall be attached to the petition. The Municipal Court, upon the finding of probable cause, shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and City Prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person responsible may present evidence to the Municipal Court as to why the animal should not be declared potentially dangerous, dangerous or vicious.

(2) The failure of the person responsible to attend or participate in the hearing shall not prevent the Municipal Court from hearing evidence in the matter and making a determination whether the animal is potentially dangerous, dangerous or vicious as alleged, or from entering further orders pursuant to such finding. The hearing shall be informal and shall be open to the public.

(3) The Municipal Court, after considering the evidence, may issue its determination and order declaring the animal to be potentially dangerous, dangerous or vicious based upon such evidence. The order shall be delivered to the person responsible either personally or by first class mail. If a determination is made that the animal is potentially dangerous, dangerous or vicious, the person responsible shall comply with the provisions of this chapter as directed by the Municipal Court in accordance with a timetable established by the Municipal Court, within 30 days after the date of the determination. If the person responsible for the animal contests the determination, he or she may within ten days, exclusive of Saturdays, Sundays and holidays, of such determination appeal to the district court.

(4) In the event that pending the determination by the Municipal Court and/or in any appeals taken, the animal is not restrained, and the animal control officer or law enforcement officer has probable cause to believe that the animal in question may pose a threat of serious harm to human beings or other domestic animals, the animal control officer or law enforcement officer may seize and impound the animal pending the aforesaid Municipal Court determination and/or the determination in any appeals taken. Upon the Municipal Court's determination that the impounded animal is potentially dangerous, dangerous or vicious, the person responsible for the animal shall be liable to the city for the costs and expenses of impounding such animal.

(b) Control of Potentially Dangerous and Dangerous Cats or Dogs. If the Municipal Court determines that an animal is potentially dangerous or dangerous, the person responsible for such animal shall comply with the requirements of sections 2-107, 2-109 and 2-117 through 2-121 of this chapter.

(c) Disposition of Vicious Animals. If the Municipal Court determines that an animal is vicious, the Municipal Court shall order that the animal be euthanized or that the person responsible for such animal remove the animal from the city limits and shall provide the Municipal Court with the exact location, address, and contact information for the new person responsible where the animal has been moved. The City shall notify the receiving jurisdiction that the animal has been determined to be a vicious animal. The animal shall not be returned to the city limits after removal. It shall be unlawful for the person responsible for a vicious animal to maintain such animal in violation of the Municipal Court's order and this section.

(d) Dangerous and Potentially Dangerous Animal Designation Review. Beginning one year after an animal is declared potentially dangerous or dangerous, a person responsible therefor may petition annually that the Municipal Court review the designation by requesting a review hearing in the Municipal Court. If a petition for a review hearing is filed, the Municipal court shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and city prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person responsible must provide evidence that the animal is no longer potentially dangerous or dangerous due to the animal's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. The city prosecutor may present evidence as well. The hearing shall be informal and shall be open to the public. If the Municipal Court finds sufficient evidence that the animal's behavior has changed, the Municipal Court may rescind that potentially dangerous or dangerous animal designation.

Section 4. Section 2-115 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-115. ENUMERATION OF ANIMALS.

The governing body may require the annual enumeration of all cats or dogs present within the city. The enumeration shall account for the number and persons responsible for all cats and dogs.

Section 5. Section 2-125 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-125. ANIMAL NUISANCE.

(a) An animal nuisance is created when an animal:

(1) Molests or disturbs persons or vehicles by chasing, barking, growling, charging or biting;

(2) Produces or scatters solid waste that is not bagged or otherwise contained;

(3) Barks, whines, howls, brays, cries or makes other noise excessively, which is so loud, continuous, or untimely so as to cause unreasonable annoyance, disturbance or discomfort to any reasonable person;

(4) Is found on public property and obstructs or interferes with vehicular or pedestrian traffic;

(5) Materially damages private or public property.

Section 6. Section 2-128 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-128. CRUELTY TO ANIMALS.

Reference K.S.A. 21-6412 Cruelty to animals and amendments thereto.

Section 7. Section 2-135 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

2-135. ANIMAL BITE PROCEDURE.

(a) Except as provided in subsection (e) of this section, an animal which inflicts an animal bite on any person shall immediately, or as soon as practicable, be quarantined at the expense of the person responsible for such animal with a licensed veterinarian of such person's choice or with the city's approved animal shelter for a period of not less than ten days.

(b) If the person responsible for the animal cannot be immediately notified, city personnel shall immediately, or as soon as practicable, impound such animal with a city-approved shelter, at the expense of the person responsible, for a period of not less than ten days. If the address of the person responsible for the animal can be determined, the animal control officer or police department shall make a reasonable effort to notify such person that said animal is impounded under the provisions of this section and that such person has the right to redeem the animal at the expiration of confinement upon the payment of impoundment fees, any veterinarian fees, and any license and penalty fees then due and owing to the city.

(c) In the event the original place of impoundment is not the choice of the person responsible for such animal, such person may cause the animal's place of impoundment to be changed to a licensed veterinarian of such person's choice; provided all other provisions of this chapter are complied with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days.

(d) The veterinarian or city approved shelter with whom the animal is impounded, shall give immediate written notice to the chief of police that such animal has been confined and will be confined for not less than ten days. At the expiration of the aforesaid confinement period, the veterinarian or city approved shelter shall give immediate written notice to the chief of police as to the health of such animal pertaining to the diagnosis of rabies.

(e) In the event the investigating officer determines that the animal had an effective rabies inoculation, and was duly licensed under this chapter at the time of the injury, or the person responsible agrees to obtain a city license for the animal prior to the completion of rabies observation, provided both the victim and person responsible agree, then the animal need not be impounded in accordance with subsection (a) of this section but the following alternative procedure shall be followed:

(1) If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in subsection (a) of this section notwithstanding any other provision of this chapter.

(2) If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain confined in the residence or enclosed yard of the person responsible; provided no animal shall be allowed to remain on the property of the person responsible therefor under this section unless such person signs a written agreement to keep the animal on the property in confinement for the period specified in subsection (a) of this section and further agrees to allow the animal to be examined periodically to determine its physical condition during the confinement period. At the end of the observation period, the animal control officer may require that a licensed veterinarian examine the animal and furnish written notification to the animal control officer regarding the animal's health. All costs associated with the exam are the responsibility of the person responsible. If the person responsible for such animal is unwilling to sign such an agreement, the animal shall be immediately, or as soon as practicable, impounded in accordance with subsection (a) of this section.

Section 8. Section 2-145 Chapter II, Article 1, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety, and amended to read as follows:

In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief may include the seeking of temporary and permanent injunctive relief.

Section 9. This ordinance shall take effect and be enforced from and after April 1, 2026.

PASSED by the City Council of the City of Prairie Village, Kansas on _______________, 2025.

APPROVED:

____

Eric Mikkelson, Mayor

ATTEST:

____

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

____

Alex J. Aggen, City Attorney

CHAPTER II ANIMAL CONTROL AND REGULATION

ARTICLE 1. GENERAL PROVISIONS

2-101. PURPOSE.

The purpose of this chapter is to promote harmonious relationships in the interaction between humans and animals by:

(a) Protecting animals from improper use, abuse, neglect, exploitation, inhumane treatment and health hazards;

(b) Delineating the responsibility of persons for the acts and behavior of such persons' animals at all times;

(c) Providing regulations that foster a reduced risk to residents from annoyance, intimidation, injury and health hazards by animals; and

(d) Encouraging responsible pet ownership.

2-102. DEFINITIONS.

(a) Abandon includes the leaving of an animal by the person responsible therefor without making effective provisions for its proper care.

(b) Adequate care means normal and prudent attention to the needs of an animal, including that care which is normally necessary to maintain good health in a specific animal.

(c) Adequate food means supplying at suitable intervals (not to exceed 24 hours) of a quantity of food suitable and sufficient to maintain a reasonable level of nutrition for each animal.

(d) Adequate health care means the provision to each healthy animal of all immunizations and preventative care required to maintain good health, space adequate to allow the animal rest and exercise sufficient to maintain good health, and the provision to each sick, diseased, or injured animal of necessary veterinary care or humane death.

(e) Adequate shelter means a structurally sound, properly ventilated, sanitary and weatherproof shelter, which provides access to shade from direct sunlight and ~~regress~~ protection from exposure to inclement weather conditions.

(f) Adequate water means a continual access to a supply of clean, fresh, potable water provided in a sanitary manner.

(g) Animal is any living creature, other than humans.

(h) Animal bite is any contact between an animal's mouth, teeth, or appendages and the skin of a bite victim that causes any visible puncture, scratch, or break to the skin.

(i) Animal control officer is a duly authorized person employed by the city who is charged with the duties of enforcing this chapter and/or related ordinances.

(j) At-large is to be off the property of the person responsible for an animal, except when the animal is taken off such person's property on a leash, in a cage, or other conveyance.

(k) City is a reference to the City of Prairie Village, Kansas and its corporate limits.

(l) Confined to the premises means confined or restricted either inside the residential structure of the person responsible for an animal; or if outside the residential structure, confined or restricted to the backyard of the premises fenced in a manner that prohibits escape, or by being physically restrained on a chain or leash or other proper method of physical restraint from which the animal cannot escape.

(m) Dangerous wild animal means any animal, which is wild by nature and of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, jaguars, mountain lions, cheetahs, caracals, bobcats, lynx or other big cats, bears, wolves, wolf hybrids, coyotes, apes, gorillas, monkeys~~ of a species whose average adult weight is 20 pounds or more~~, foxes, elephants, alligators, crocodiles, monitor lizards, and animals which are venomous and/or poisonous, and any animals which could otherwise present a risk or serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.

(n) Dangerous animal means an animal which:

(1) When unprovoked, aggressively bites, attacks or endangers the safety of humans or domestic animals;

(2) When unprovoked, has a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals;

(3) Has been found to be potentially dangerous and after the person responsible therefor has notice that the animal is potentially dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals; or

(4) Is owned, harbored, sheltered, kept, controlled, managed, or possessed primarily or in part for the purpose of fighting or is trained for fighting.

(o) Domestic~~ated cat or dog is a cat or dog that tends to possess reliability of temperament, tractability, docility, predictability and trainability, and has adapted to life among humans~~animal means a dog, cat or other animal that is domesticated and may be kept as a household pet. "Domestic animal" does not include livestock, as defined in K.S.A. 47-1001, and amendments thereto, or other farm animals, or native wildlife. ~~.~~

(p) Impound means taking any animal into the confinement, care, or custody of the city.

(q) Municipal Court means the Municipal Court of the city.

(r) Person is any natural person, association, firm, partnership, organization, or corporation.

(s) Person responsible (for an animal) includes any person which owns, harbors, shelters, keeps, controls, manages, possesses, or has a part interest in any animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. There may be more than one person responsible for an animal. Any person keeping any animal in the city for three consecutive days shall be conclusively presumed to be the person responsible for such animal.

(t) Potentially dangerous animal means any animal which, when unprovoked:

(1) Inflicts a bite or bites on a human or domestic animal either on public or private property; or

(2) Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

(u) Unprovoked means that the person or domestic animal approached, chased, bit~~ten~~ or attacked where it:

(1) Did not mischievously or carelessly provoke or aggravate the animal;

(2) Was not committing a willful trespass or other tort upon the premises occupied by the person responsible for the animal;

(3) Was not tormenting, abusing, assaulting or attacking the animal;

(4) Has not in the past been observed or reported to have tormented, abused, assaulted or attacked the animal; or

(5) Was not committing or attempting to commit a crime.

(v) Vicious animal means an animal which ~~has~~:

(1) When unprovoked, has inflicted a vicious bite to any person or domestic animal on public or private property;

(2) When unprovoked, has killed a domestic animal while off the property of the person responsible for such vicious animal; or

(3) Has b~~B~~een declared to be dangerous and after the person responsible therefor has notice that the animal has been declared dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals.

(w) Vicious bite is any attack by any animal, which results in serious physical injury or death to a human and/or other domestic animal in which the attacking animal uses its teeth and/or claws.

(Ord. 1562 (part), 1985; Ord. 1677, ss2 (a), 3(d), 1988; Ord. 2091 (part); Ord. 2106 (part), 2005; Ord. 2213, Sec. 1 & 2, 2009; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

2-103. KEEPING OF LIVESTOCK, POULTRY ~~AND~~, FOWL AND NATIVE WILDLIFE PROHIBITED.

(a) Except as provided in subsection (b) below, and as provided in section 2-143 below, it shall be unlawful for any person to own, harbor, shelter, keep, control, manage, or possess livestock, poultry ~~or~~ ,fowl or any other native wildlife on any premises within the city and no special or temporary permit will be issued for these. For the purpose of this section, livestock, poultry, ~~and~~ fowl and native wildlife include, but are not limited to: cows, pigs, horses, donkeys, mules, sheep, goats, chickens, ducks, geese, guinea fowl, peacocks, pigeons, swans and those animals considered miniature or pygmy breeds, e.g., pot-bellied pigs, miniature donkeys, miniature horses, and pygmy goats, squirrels, prairie dogs, racoons, opossums, skunks, badgers, beavers, muskrat, deer, bats, prairie chickens, pheasant, or quail.

(b) The following persons or organizations shall be allowed to own, harbor, shelter, keep, control, manage, or possess any livestock, poultry ~~and~~, fowl and native wildlife:

(1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;

(2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;

(3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;

(4) Commercial establishments processing such animals for the purpose of sale or display; and

(5) The keeping of chickens as provided in section 2-143 below.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 3, 7-6-2020)

2-104. KEEPING OF DANGEROUS WILD ANIMALS PROHIBITED.

(a) No person shall keep or permit to be kept on such person's premises any dangerous wild animals for display or for exhibition purposes whether gratuitously or for a fee. This section will not be construed to apply to zoological parks, performing animal exhibits or circuses, bona fide licensed veterinary hospital for treatment, bona fide educational or medical institutions, museums or any other place where they are kept as live exhibits or for study.

(b) No person shall keep or permit to be kept any dangerous wild animal as a pet.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

2-105. RESERVED.

(Ord. 1677 Sec. 4, 1988; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. 2413, Sec. 1, 2020)

2-106. POTENTIALLY DANGEROUS, DANGEROUS AND VICIOUS ANIMALS.

(a) Determination.

(1) In the event that the animal control officer or a law enforcement officer has probable cause to believe that an animal is potentially dangerous, dangerous or vicious, as defined in section 2-102, such officer may petition the Municipal Court to set a hearing for the purpose of determining whether or not the animal in question should be declared potentially dangerous, dangerous or vicious. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis to support a finding of probable cause shall be made by declaration under penalty of perjury by the complainant in the manner provided by K.S.A. 53-601, and shall be attached to the petition. The Municipal Court, upon the finding of probable cause, shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and City Prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person

responsible may present evidence to the Municipal Court as to why the animal should not be declared potentially dangerous, dangerous or vicious.

(2) The failure of the person responsible to attend or participate in the hearing shall not prevent the Municipal Court from hearing evidence in the matter and making a determination whether the animal is potentially dangerous, dangerous or vicious as alleged, or from entering further orders pursuant to such finding. The hearing shall be informal and shall be open to the public.

(3) The Municipal Court, after considering the evidence, may issue its determination and order declaring the animal to be potentially dangerous, dangerous or vicious based upon such evidence. The order shall be delivered to the person responsible either personally or by first class mail. If a determination is made that the animal is potentially dangerous, dangerous or vicious, the person responsible shall comply with the provisions of this chapter as directed by the Municipal Court in accordance with a timetable established by the Municipal Court, within 30 days after the date of the determination. If the person responsible for the animal contests the determination, he or she may within ten days, exclusive of Saturdays, Sundays and holidays, of such determination appeal to the district court.

(4) In the event that pending the determination by the Municipal Court and/or in any appeals taken, the animal is not restrained, and the animal control officer or law enforcement officer has probable cause to believe that the animal in question may pose a threat of serious harm to human beings or other domestic animals, the animal control officer or law enforcement officer may seize and impound the animal pending the aforesaid Municipal Court determination and/or the determination in any appeals taken. Upon the Municipal Court's determination that the impounded animal is potentially dangerous, dangerous or vicious, the person responsible for the animal shall be liable to the city for the costs and expenses of impounding such animal.

(b) Control of Potentially Dangerous and Dangerous Cats or Dogs. If the Municipal Court determines that an animal is potentially dangerous or dangerous, the person responsible for such animal shall comply with the requirements of sections 2-107, 2-109 and 2-117 through 2-121 of this chapter.

(c) Disposition of Vicious Animals. If the Municipal Court determines that an animal is vicious, the Municipal Court shall order that the animal be euthanized or that the person responsible for such animal remove the animal from the city limits and shall provide the Municipal Court with the exact location, address, and contact information for the new person responsible where the animal has been moved. The ~~Municipal Court~~City shall notify the receiving jurisdiction that the animal has been determined to be a vicious animal. The animal shall not be returned to the city limits after removal. It shall be unlawful for the person responsible for a vicious animal to maintain such animal in violation of the Municipal Court's order and this section.

(d) Dangerous and Potentially Dangerous Animal Designation Review. Beginning one year after an animal is declared potentially dangerous or dangerous, a person responsible therefor may petition annually that the Municipal Court review the designation by requesting a review hearing in the Municipal Court. If a petition for a review hearing is filed, the Municipal court shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and city prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person responsible must provide evidence that the animal is no longer potentially dangerous or dangerous due to the animal's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. The city prosecutor may present evidence as well. The hearing shall be informal and shall be open to the public. If the Municipal Court finds sufficient evidence that the animal's behavior has changed, the Municipal Court may rescind that potentially dangerous or dangerous animal designation.

(Ord. 2368, Sec. 1, 2017)

2-107. POTENTIALLY DANGEROUS OR DANGEROUS ANIMAL PERMIT REQUIRED.

(a) Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, any animal which has been declared to be potentially dangerous or dangerous by the Municipal Court of the city, or any other jurisdiction, shall secure and renew an annual potentially dangerous or dangerous animal permit in accordance with this chapter and comply with all terms and conditions this chapter to maintaining such permit.

(b) Failure to obtain and maintain a potentially dangerous or dangerous animal permit as required by subsection (a) shall be adequate grounds for the animal control officer to impound the animal until a permit is obtained.

(Ord. 2368, Sec. 1, 2017)

2-108. EXEMPTIONS.

The provisions of this chapter shall not apply to the transportation of prohibited animals or potentially dangerous, dangerous or vicious cats or dogs through his city when such transport has taken adequate safeguards to protect the public and has notified the local law enforcement agency of the proposed route of transportation and the time thereof.

(Ord. 2368, Sec. 1, 2017)

2-109. HARBORING OR KEEPING OF PERMITTED ANIMALS.

(a) No person shall own, harbor, shelter, keep, control, manage, or possess, within the city, any potentially dangerous or dangerous animal, or any safe animal including the domestic dog (Canis familiaris) and the domestic cat (Felis domesticus), without obtaining permits and licenses required under this chapter. The following animals are the only animals allowed without a permit or license:

    (1) Gerbils (Tateriltus gracillio);

    (2) Hamsters (Critecus critecus);

    (3) Rabbits (Lepus Cunicullus);

    (4) Domestic Mice (Mus musculus);

    (5) Domestic Rat (Rattus norvegicus),

    (6) Any animal, usually tame and commonly sold at pet stores, including:

Ferrets (Mustela furo), Chinchillas (Chinchillidae), Canaries (Serinus canaria), Cockatoos, Macaws, Parakeets, and Parrots (Psittacines);

(7) Bees, subject to section 2-140; and

(8) Chickens, subject to section 2-143.

(b) Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, any animal without a permit, except as exempted by this section, shall be charged with a misdemeanor and upon conviction thereof, shall be subject to the penalties in section 2-144, and/or such specific penalties as be provided elsewhere in this article. This shall include instances where any person owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal which has been declared by another municipality to be potentially dangerous or dangerous, or similar designation.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 4, 7-6-2020)

2-110. REGISTRATION—TAGS.

The person responsible for any cat or dog present in the city shall cause the same to be registered at the office of the city clerk. The registration shall contain the name, address and phone number of the person responsible for such animal, the animal's breed, name, sex, whether neutered, color and description and such other information as may be deemed necessary by the city clerk. Subject to the provisions of section 2-114, the city clerk or authorized assistant shall upon payment of the license fee as provided in section 2-111, issue a permanent tag, bearing a number and Prairie Village, KS.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-111. LICENSE FEE—DESIGNATED.

(a) In addition to any permit fees required by this chapter, there is levied and imposed an annual license fee upon the person responsible for each cat or dog of the age of over six months, attaining such age during the license year. The license fee shall be adopted by the governing body and the amount of the fee will be kept on record in the office of the city clerk.

(b) The license year shall be for a 12-month period commencing on the date the animal is first licensed. The license is valid for one year from issuance of license or until the expiration of rabies vaccination whichever is greater. The fee shall be payable within 60 days of the expiration of the license. An animal for which a licensed fee is required as set forth in this section; over six months of age should be licensed within 30 days of being brought into the city or attaining six months of age.

(Ord. 1562 (part), 1985; Ord. 1650, Sec. 2, 1988; Ord. 1764, Sec. 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 6, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-112. LICENSE FEE—OVERDUE.

(a) If the license fee required in section 2-111 is not paid within the time provided in this section, penalties will apply in addition to the normal license fee. The amount and dates penalty will be charged shall be adopted by the governing body and on record in the Office of the City Clerk.

(b) After 60 days after the due date, if the fee imposed and required to be paid by section 2-111 remains unpaid, the city prosecutor may issue a complaint against the person responsible for violation of section 2-111.

(Ord. 1562 (part), 1985; Ord. 1773, Sec. 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-113. LICENSE FEE—EXEMPTIONS.

Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, a dog which is a "service animal" as defined by the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., or a dog that is utilized by law enforcement personnel, shall be exempt from the license fee payment upon submittal of adequate proof that the animal is current for the year on its rabies vaccination.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-114. INOCULATION AGAINST RABIES REQUIRED.

(a) No city license tag required by this section shall be issued until the person responsible for a cat or dog shall furnish to the city clerk a current inoculation certificate signed by a registered veterinarian, showing thereon that the cat or dog has been vaccinated against rabies. The inoculation certificate shall be deemed current if it has not expired before the person responsible submits it to the city along with the application for license.

(b) It shall be the responsibility of the person responsible for the cat or dog to ensure that the animal's inoculation against rabies is maintained throughout the license period.

(c) A rabies vaccination shall not be required if a licensed veterinarian recommends that a dog or cat not be inoculated with rabies vaccine for health purposes, and the person responsible provides the office of the city clerk with a statement from a licensed veterinarian on official letterhead specifying the reason that the animal shall not be vaccinated for health purposes.

(Ord. 2005, Sec. 1, 2001; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-115. ENUMERATION OF ANIMALS.

The governing body may require the annual enumeration of all cats or dogs present within the city. The enumeration shall account for the number and persons responsible for all cats and dogs.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-116. LIMITATIONS ON NUMBER OF ANIMALS.

No person, residential premises or household within this city shall have, hold, maintain or contain more than a combined total of four dogs and cats over three months of age; provided, however, that in no event shall the combination of dogs or cats exceed three dogs or three cats. Any violation of this section is, upon conviction thereof, a misdemeanor and subject to the penalties provided in this chapter.

(Ord. 1562 (part), 1985; Ord. 1689, Sec. 2, 1989; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-117. APPLICATION FOR POTENTIALLY DANGEROUS AND DANGEROUS ANIMAL PERMIT.

An application for any permit required pursuant to section 2-107 shall be made to the city clerk in writing upon a form furnished by the city clerk. Said application shall be verified by the person who desires to have, keep, maintain or have in his/her possession or under his or her control, in the city, the animal for which a permit is required, and shall set forth the following:

(a) The name, address and telephone number of the applicant.

(b) The applicant's interest in such animal.

(c) The proposed location, and the name, address and telephone number of the owner of such location, and of the lessee, if any.

(d) The number and general disposition of all animals for which the permit is being sought.

(e) Any information known to the applicant concerning dangerous propensities of said animals.

(f) Housing arrangements for all said animals with particular details as to the safety, structure, locks, fences, warning sign, etc.

(g) Safety precautions proposed to be taken.

(h) Noises or odors anticipated in the keeping of such animals.

(i) The prior history of incidents involving the public health or safety involving any of said animals.

(j) A statement, signed by the applicant, indemnifying the city and its agents and employees for any and all injuries that may result from the animal.

(k) Proof of liability insurance, when a permit is issued in accordance with this chapter and is for an animal deemed a "dangerous cat" or "dangerous dog", in the minimum amount of $300,000.00 per occurrence covering any damage or injury which may be caused by such dangerous animal shall be required. The city shall be listed as certificate holder, and shall be required to be notified of any cancellation, termination or expiration of the liability insurance policy. The person responsible shall maintain the liability insurance required by this subsection at all times, unless and until the person responsible shall cease to own, harbor, shelter, keep, control, manage, or possess the dangerous animal.

(l) Any additional information required by the animal control officer or law enforcement officer authorized by the chief or police or his or her designee to enforce the provisions of this chapter at the time of filing such application or thereafter.

(Ord. 2368, Sec. 1, 2017)

2-118. PROVISIONS AND/OR REQUIREMENTS FOR KEEPING POTENTIALLY DANGEROUS AND DANGEROUS CATS OR DOGS.

The keeping of potentially dangerous and dangerous cats and dogs in the city shall be subject to, but not be limited to the following provisions and/or requirements:

(a) Leash and muzzle. An animal that has been declared to be a potentially dangerous or dangerous animal and is kept in this city will be required to be securely leashed and, in the case of dogs which have been declared dangerous, muzzled when it is taken outside of its area of confinement. The leash shall be no longer than four feet in length and under control of an adult capable of exercising control over the animal. The muzzling device must not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

(b) Confinement.

 (1) A dog that has been declared to be a potentially dangerous or dangerous animal shall be securely confined indoors or in a securely enclosed and locked pen or kennel; or in a yard fenced in a manner that prohibits escape, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used for confinement must be locked with a key or combination lock when such animals are within the structure. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

 (2) A cat which has been declared to be a potentially dangerous or dangerous animal shall be securely confined indoors at all times, except when secured on a leash or in a carrier for transport to the veterinarian.

(c) Confinement Indoors. No animal that has been declared to be a potentially dangerous or dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.

(d) Signs. All persons responsible for any dog that has been declared to be a dangerous dog must display in a prominent place on their premises a sign which shall be at least ten inches by 14 inches using the words "Beware of Dog" in at least two-inch block letters. In addition, a similar sign is required to be posted on the kennel or pen of such animal, and on each entry point of fences that will be used to confine the dog.

(e) Identification Photographs. All persons responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must provide to the city clerk two color photographs of such animal clearly showing the general appearance, color and approximate size of the animal.

(f) Microchip Identification. The person responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must have a microchip implanted in the animal for identification, and the name of the microchip manufacturer and the identification number of the microchip must be provided to the city clerk.

(g) Mandatory Spay and Neuter. All declared potentially dangerous and dangerous cats and/or dogs shall be required to be spayed or neutered.

(h) Training. All declared potentially dangerous and dangerous dogs shall be required to be enrolled in a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), Veterinary Behaviorist certified through the American College of Veterinary Behaviorists (ACVB), or comparable certification. Upon successful completion of said program, verification must be provided to the city clerk.

(i) Reporting Requirements. All persons responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must provide written notification to the city clerk at least ten days prior to any of the following situations:

1. The removal from the city of such animal, and provide the city clerk with the contact information of the new person responsible for such animal.
2. The birth of offspring of such animal.
3. The new address of the person responsible for such animal should the person responsible move within the corporate city limits.
4. In the event of the death of such animal, the city clerk must be notified in writing within ten days of the death.

(j) Sale or Transfer Prohibited. No person shall sell, transfer, barter or in any other way dispose of a declared potentially dangerous or dangerous animal to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered person responsible for such animal; provided that the registered person responsible for such animal may sell or otherwise dispose of such animal to persons who do not reside within the city.

(Ord. 2368, Sec. 1, 2017)

2-119. POTENTIALLY DANGEROUS OR DANGEROUS ANIMAL PERMIT FEE.

The fee for a potentially dangerous or dangerous animal permit application shall be adopted by the governing body and on record in the Office of the City Clerk. The fee will be based upon the number of potentially dangerous and dangerous animal permits being applied for and shall be non-refundable. The fee shall be payable to the city clerk at the time of application. Accretions by natural birth shall not require additional permits during the period of a valid permit.

(Ord. 2368, Sec. 1, 2017)

2-120. TERM AND RENEWAL OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMAL PERMIT.

No potentially dangerous or dangerous animal permit required by this chapter shall be granted for a period in excess of one year. An application for renewal of any such permit shall be made not less than 45 days prior to the expiration thereof, and shall be accompanied by the same fee as required upon making the original application.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-121. INSPECTIONS FOR RENEWAL.

The holder of a potentially dangerous or dangerous animal permit shall notify the city at least 45 days prior to the permit expiration date of any request for renewal. Prior to the annual renewal of any potentially dangerous or dangerous animal permit, an animal control officer or law enforcement officer shall inspect the premises subject to such permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this chapter. If the animal control officer or law enforcement officer determines during any such inspection that any of the conditions therein specified are being violated, the officer shall recommend denial of a renewal of any such permit or shall recommend the immediate revocation of such permit in the event that such violation is not corrected within such period of time as the officer shall direct. Upon completion of the inspection process provided herein, the animal control officer or law enforcement officer shall report to the Municipal Court that the dangerous animal permit has been renewed, that the renewal application has been denied, or that the permit has been revoked. If the application is denied, or there is a revocation of a permit, a copy of the report shall be given to the person responsible for the potentially dangerous or dangerous animal. The report shall include the basis for the denial or revocation. The person responsible shall have the right to appeal the denial or revocation of permit to the Municipal Court. An appeal shall be taken by the filing of a written request for a review hearing with the Municipal Court within 30 days of the denial or revocation of the permit. If an appeal is filed, the Municipal Court shall notify the animal control officer or law enforcement officer and city prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person responsible must provide evidence of compliance with the conditions of this chapter. The hearing shall be informal and shall be open to the public. The Municipal Court, after considering the evidence, shall issue its determination as to whether the permit should be renewed, denied or revoked. The determination of the Municipal Court shall be final.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-122. COLLAR OR HARNESS REQUIRED.

The person responsible for any cat or dog shall cause the same to wear a collar or harness outside the dwelling of the person responsible. The registration tag required in section 2-110 shall be securely affixed to the collar or harness of each cat or dog registered. The tags shall be situated on the collar or harness in such a manner that it may at all times be easily visible to law enforcement officers or animal control officers of the city. Replacement tags shall be issued for a fee which is recorded in the city clerk's office and may be changed from time to time.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-123. CAT AND DOG CONTROL.

(a) All cats must be under the control of the person responsible therefor at all times. For the purpose of this section, a cat shall be considered not under control and in violation of this section in the following situations:

(1) If a cat causes injury to persons or animals.

(2) If a cat causes damage to property off the property of the person responsible for such cat, to include, but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flowerbed, plant, shrub or tree in any manner or defecating or urinating upon any private property.

(b) It is unlawful for the person responsible for any dog to permit such dog to run at large within the city. For the purpose of this section, a dog shall be considered running at large and in violation of this section in the following situations:

(1) If a dog is off the property of the person responsible for such dog, and is not firmly attached to a hand-held leash and under the physical control of the person responsible. Electronic collars may not be used to control a dog when off the property of the person responsible for such dog.

(2) If a dog is off the property of the person responsible for such dog, and is not prevented from making uninvited contact with humans or other animals. This includes a situation when a dog is secured on a leash.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2450, § 1, 5-3-2021)

2-124. ELECTRONIC FENCES AND ELECTRONIC COLLARS.

Dogs may be confined to the residential property of the person responsible for such dogs by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or collar that controls the movement of the dog by emitting an electrical shock when the animal wearing the collar nears the boundary of such property. Dogs confined to residential property by an electronic fence or collar shall at all times be required to wear the collar or other required device which must be functional, and shall not be permitted to be nearer than ten feet from any public walkway or street. All persons who use an electronic fence or an electronic collar shall clearly post their property to indicate to the public that such a fence or collar is in use. Electronic collars may not be used to control a dog when it is off the property of the person responsible for such dog. An electronic fence or electronic collar shall not be used to confine a potentially dangerous or dangerous dog.

(Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-125. ~~PUBLIC~~ ANIMAL NUISANCE.

(a) An animal~~public~~ nuisance is created when an animal:

(1) ~~Any animal that materially damages private or public property~~Molests or disturbs persons or vehicles by chasing, barking, growling, charging or biting;

(2) ~~Any animal that~~Produces or ~~-~~scatters solid waste that is not bagged or otherwise contained;

(3) ~~Any animal that excessively barks, whines, howls, or creates any other disturbance which is continuous or during times covered by the City Noise Ordinance, as amended from time to time (disturbance factors include, but are not limited to: time of day, volume, length of time, etc.). If the violation is not witnessed by the animal control officer and/or law enforcement officer, the complainant making such statement must agree to sign a complaint and testify in court if requested; or~~Barks, whines, howls, brays, cries or makes other noise excessively, which is so loud, continuous, or untimely so as to cause unreasonable annoyance, disturbance or discomfort to any reasonable person;

(4) ~~Any violation of this article that constitutes a health hazard, or that unreasonably interferes with the use and enjoyment of neighboring property~~Is found on public property and obstructs or interferes with vehicular or pedestrian traffic;~~.~~

(5) ~~Any animal that~~ M~~m~~aterially damages private or public property.

~~(b) It is unlawful for the person responsible for any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.~~

~~(c) Anyone having the authority of an animal control officer, including but not limited to law enforcement officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.~~

(Ord. 2213, Sec. 4, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 5, 7-6-2020)

2-126. UNLAWFUL TO HARBOR OR KEEP ANY ANIMAL WITHOUT PROPER AND NECESSARY PRECAUTIONS.

(a) Any person responsible for an animal within the city shall take all proper and necessary precautions to ensure and promote conditions that restrict the animal when unleashed to such person's property and prevent injury to other humans, domestic animals and/or damage to property.

(b) No person responsible for an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that the person responsible must offer some freedom from continuous chaining and tethering.

(Ord. 1562 (part), 1985; Ord. 1809, Sec. 1, 1992; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-127. TETHERING.

(a) It is unlawful to attach chains or other tethers, restraints or implements directly to a dog without the proper use of a collar, harness or other device designed for that purpose and made from a material that prevents injury to the dog.

(b) It is unlawful for any person to:

(1) Continuously tether a dog for more than one continuous hour. A dog may be tethered three hours total within a 24-hour time period providing there is a three hour break between each period of tethered time. For the purpose of tethering a dog, a chain, leash, rope or tether must be at least ten feet in length.

(2) Use a chain, leash, rope, collaring device, tether, which restricts the free movement of the animal (i.e., the device should not weigh more than one eighth of the animal's body weight).

(3) Tether a dog in such a manner as to cause injury or strangulation, or entanglement of the dog on fences, trees, posts or other manmade or natural obstacles.

(4) Tethered for any length of time anywhere in the city when they are off the property of the person responsible for such animal.

(5) Tether without providing adequate care, food, shelter, and water as outlined in sections 2-126 and 2-128.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2268, Sec. 1, 2013; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-128. CRUELTY TO ANIMALS.

Reference K.S.A. 21-6412 Cruelty to animals and amendments thereto. ~~the Kansas Animal Cruelty Act, K.S.A. 21-6411 et seq., incorporated in part into Section 11.11 of the 2019 Uniform Public Offense Code for Kansas Cities, as either may be amended from time to time.~~

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 3, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 6, 7-6-2020)

2-129. AUTHORITY OF ANIMAL CONTROL OFFICER OR LAW ENFORCEMENT OFFICER TO RESCUE AN ENDANGERED ANIMAL.

(a) Whenever an animal is found confined and/or unattended in a motor vehicle or other location, which subjects it to certain weather conditions that endangers its life as determined by the animal control officer or law enforcement officer, the animal control officer may enter such vehicle or property with the assistance from the police for the purpose of rescuing such animal, and transporting it to a shelter house designated by the Governing Body for treatment, boarding, or care. A written notice shall be left on or in the motor vehicle or other applicable property advising that the animal has been removed under authority of this section and the location where the animal has been impounded.

(b) Nothing in this section shall be deemed to prevent the animal control officer law enforcement officer from entering upon property without consent when the condition or animal is found in plain sight and not within a private structure or under conditions constituting an emergency.

(c) No animal control officer or law enforcement officer shall be held criminally or civilly liable for action under this section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 3, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-130. SEIZURE PROHIBITED ANIMALS.

(a) Upon the written complaint of any person that a person owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal prohibited by this chapter, the animal control officer or a law enforcement officer shall conduct an investigation and if the investigation reveals evidence that indicates that such person named in the complaint in fact owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal prohibited by this chapter, the animal control officer or law enforcement officer shall forthwith send written notice to such person requiring such person to safely remove said animal from the city within three days of the date of said notice. Notice as herein provided shall not be required where such animal has previously caused serious physical harm or death to any person or has escaped and is at large, in which case the animal control officer or law enforcement officer shall cause said animal to be immediately seized and impounded or killed, if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

(b) The animal control officer or law enforcement officer shall forthwith cause to be seized and impounded any animal prohibited by this chapter where the person responsible therefor has failed to comply with the notice sent. Upon a seizure and impoundment, said animal shall be delivered to a place of confinement, which may be with any organization which is authorized by law to accept, own, keep or harbor such animals. If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, the animal control officer or law enforcement officer may render said animal immobile by means of tranquilizers or other safe drugs, or if that is not safely possible, then said animal may be killed.

(c) Any reasonable costs incurred by the animal control officer or law enforcement officer in seizing, impounding and for confining any animal prohibited in the city by this chapter shall be charged against the person responsible for such animal. Such charges shall be in addition to any fine or penalty provided for violating this chapter.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-131. SEIZURE PERMITTED ANIMALS.

(a) Any animal control officer, law enforcement officer or other person designated by the governing body of the city is authorized to capture any dog found running at large in violation of section 2-123 and any cat which is not under control as defined in section 2-123 and place such animal in an animal shelter designated by the governing body for that purpose. In addition to or in lieu of seizing the cat or dog, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating section 2-123 of this chapter.

(b) Any animal control officer, law enforcement officer or other person designated by the governing body of the city is authorized to capture any animal which is a public nuisance as defined by section 2-125 and place such animal in an animal shelter designated by the governing body for that purpose. In addition to or in lieu of seizing the animal, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating section 2-125 of this chapter.

(c) An animal control officer or law enforcement officer shall forthwith cause to be seized and impounded any potentially dangerous or dangerous animal, when the person responsible for such animal has failed to comply with the requirements of this chapter relating to permitting and keeping potentially dangerous or dangerous cats and dogs. Such officer may place such animal in an animal shelter designated by the governing body for that purpose. In addition to seizing the animal, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating the requirements of this chapter relating to permitting and keeping potentially dangerous or dangerous cats and dogs. If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, or the animal is considered a threat to public safety by the animal control officer or any law enforcement officer, such officer may render said animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said animal may be destroyed.

(d) Any reasonable costs incurred by the animal control officer or law enforcement officer in seizing, impounding and for confining any animal permitted in the city by this chapter shall be charged against the person responsible for such animal. Such charges shall be in addition to any fine or penalty provided for violating this chapter, and payment of such charges shall be a condition to the redemption and release to persons responsible for such animals.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-132. PROCEDURE FOR FAILURE TO REDEEM.

Any animal captured or apprehended under the terms and conditions of this chapter shall be held in a shelter approved by the city for a period of three business days from the date of impoundment, such period of time beginning at 9:00 a.m. the morning following the day of impoundment. If the person responsible does not reclaim his or her animal during the period specified in the preceding sentence, or if the animal control officer or animal shelter is unable to locate and notify the person responsible after making a good faith effort to do so within the three business day period then the animal becomes the property of the intake facility.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-133. PRESENTATION OF ANIMAL.

The person responsible for any animal shall physically produce the animal for observation, identification or inspection when requested to do so by an animal control officer or law enforcement officer investigating a violation of the animal control and/or welfare laws of the city, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is a violation of this section.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-134. DUTY TO REPORT ANIMAL BITES AND SCRATCHES.

When any animal, while within the boundaries of the city, inflicts an animal bite on any person or domestic animal, or when an animal is suspected of having rabies; it shall be the duty of any person having knowledge of such facts to report the same immediately, or as soon as practicable, to the police department or the animal control officer.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-135. ANIMAL BITE PROCEDURE.

(a) Except as provided in subsection (e) of this section, an animal which inflicts an animal bite on any person ~~or domestic animal~~ shall immediately, or as soon as practicable, be quarantined at the expense of the person responsible for such animal with a licensed veterinarian of such person's choice or with the city's approved animal shelter for a period of not less than ten days ~~nor more than 12 days~~.

(b) If the person responsible for the animal cannot be immediately notified, city personnel shall immediately, or as soon as practicable, impound such animal with a city-approved shelter, at the expense of the person responsible, for a period of not less than ten days ~~nor more than 12 days~~. If the address of the person responsible for the animal can be determined, the animal control officer or police department shall make a reasonable effort to notify such person that said animal is impounded under the provisions of this section and that such person has the right to redeem the animal at the expiration of confinement upon the payment of impoundment fees, any veterinarian fees, and any license and penalty fees then due and owing to the city.

(c) In the event the original place of impoundment is not the choice of the person responsible for such animal, such person may cause the animal's place of impoundment to be changed to a licensed veterinarian of such person's choice; provided all other provisions of this chapter are complied with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days ~~nor more than 12 days~~.

(d) The veterinarian or city approved shelter with whom the animal is impounded, shall give immediate written notice to the chief of police that such animal has been confined and will be confined for not less than ten days ~~no more than 12 days~~. At the expiration of the aforesaid confinement period, the veterinarian or city approved shelter shall give immediate written notice to the chief of police as to the health of such animal pertaining to the diagnosis of rabies.

(e) In the event the investigating officer determines that the animal had an effective rabies inoculation, and was duly licensed under this chapter at the time of the injury, ~~or the animal had an effective rabies inoculation and caused bite or injury to an immediate family member,~~ or~~and~~ the person responsible agrees to obtain a city license for the animal prior to the completion of rabies observation, provided both the victim and person responsible agree, then the animal need not be impounded in accordance with subsection (a) of this section but the following alternative procedure shall be followed:

(1) If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in subsection (a) of this section notwithstanding any other provision of this chapter.

(2) If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain confined in the residence or enclosed yard of the person responsible; provided no animal shall be allowed to remain on the property of the person responsible therefor under this section unless such person signs a written agreement to keep the animal on the property in confinement for the period specified in subsection (a) of this section and further agrees to allow the animal to be examined periodically to determine its physical condition during the confinement period. At the end of the observation period, the animal control officer may require that a licensed veterinarian examine the animal and furnish written notification to the animal control officer regarding the animal's health. All costs associated with the exam are the responsibility of the person responsible. If the person responsible for such animal is unwilling to sign such an agreement, the animal shall be immediately, or as soon as practicable, impounded in accordance with subsection (a) of this section.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-136. ANIMAL BITE VIOLATION.

Persons who are responsible for or in control of animals in the city shall prevent such animals from inflicting animal bites on any person or domestic animal. It shall be a violation of this section by the person responsible for or in control of an animal if the animal, when unprovoked, inflicts an animal bite on any person or domestic animal.

(Ord. 2368, Sec. 1, 2017)

2-137. DISEASE CONTROL.

(a) When rabies or other communicable diseases associated with animals are known to exist in the community, or when they are known to exist in neighboring communities the mayor may declare a quarantine of any or all animals. It shall be the duty of the person responsible for such animal to keep such animal confined to the premises of the person responsible therefor and under control. For the purposes of this section, animals are not to be considered confined to the premises of the residential property the person responsible therefor if the only restraining device is an invisible electric fence.

(b) It shall be the duty of all animal control officers or law enforcement officers, or those having the authority of law enforcement officers to enforce such quarantine. The mayor and chief of police shall have a right to deputize other persons as needed. Such deputized persons need not seize such animals, but shall aid in determining the person responsible to the end that warrants of arrest can be issued against violating persons responsible.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-138. REMOVAL OF ANIMAL FECES.

(a) Any person in charge of an animal, when such animal is off the property of the person responsible therefor, shall be responsible for the removal of any feces deposited by such animals on public walks, streets, recreation areas, or private property, and it shall be a violation of this provision for such person to fail to remove or provide for the removal of such feces before the animal leaves the immediate area where such defecation occurred.

(b) It shall be unlawful for any person to dispose of removed feces by intentionally or recklessly depositing, or causing to be deposited, feces removed pursuant to this section into, upon or about any public place, or any private property without the consent of the owner or occupant of the property.

(Ord. 1921, Sec. 1, 1997; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-139. REMOVAL OF DEAD ANIMAL.

It shall be the responsibility of the person responsible for a deceased animal to provide for its removal from private property.

(Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

2-140. FEES TO GENERAL FUND.

All fees, charges and penalties paid to or collected by any officers of the city under or pursuant to the provisions of this chapter shall be paid over to the city treasurer and credited to the general operating fund.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-141. ENFORCEMENT.

It is the duty of the animal control officer or anyone having the authority of an animal control officer, including but not limited to law enforcement officers, to enforce the terms and provisions of this chapter and the mayor or the chief of police may appoint by and with the consent of the governing body some suitable person to be known as an animal control officer whose duties it shall be to assist in the enforcement of this chapter and to work under an immediate supervision and direction of the police department. Anyone having the authority of an animal control officer is given the authority to seize any animal found outside the city limits when he/she has reasonable grounds to believe said animal committed any act within the city which is prohibited by the provisions of this chapter or which subjects said animal to seizure if found within the city. Any private person may, upon signed complaint, bring charges against any person responsible for an animal for the violation of any of the provisions of this chapter.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

2-142. BEEKEEPING.

Any person keeping bees shall comply with the following:

(a) Minimize swarming of bees;

(b) Provide and maintain a source of water located on the premises;

(c) Maintain no more than two hives per property/lot;

(d) Hives will be located only within a fenced back yard. The minimum height of fence will be 42 inches. A flyway structure/barrier (shrubbery or fencing) is necessary if the exterior fence is less than six feet in height;

(e) Hives will be maintained at least ten feet from all property lines; and

(f) Maintain and manage such boxes or hives so as not to create a nuisance by any of the following circumstances: unhealthy condition(s), interfere with the normal use and enjoyment of human or animal life, or interfere with the normal use and enjoyment of any public property or private property of others.

(g) Remove hives if established guidelines are not maintained as determined by Codes or animal control officers.

(Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

2-143. KEEPING OF CHICKENS WITHIN THE CITY LIMITS.

(a) Definitions.

(1) Chicken means Gallus gallus domesticus of the female sex; this definition does not include male chickens or roosters, or other fowl, such as, but not limited to, peacocks, turkeys, or waterfowl, all of which are not permitted under this section.

(2) Chicken Coop or Coop means an enclosed structure for housing chickens that provides shelter from the elements.

(3) Chicken Run or Run means an enclosed outside yard or area for keeping chickens.

(4) Chicken Tractor or Tractor means a movable chicken coop lacking a floor.

(5) Chick means a chicken of less than 16 weeks of age.

(6) Dwelling shall have such meaning as provided in chapter 16 (zoning and subdivision regulations).

(7) Lot shall have such meaning as provided in chapter 16 (zoning and subdivision regulations).

Other terms used herein but not defined herein shall have such meanings as provided in section 2-102 of this article, if so defined.

(b) Keeping of Chickens Allowed. Subject to the provisions of this section 2-143, and the other provisions of this article, the keeping of chickens shall be permitted within the city limits.

(1) No person or household shall own or harbor more than six chickens of 16 weeks of age or older, or more than one clutch (eight) of chicks, on any one lot, regardless of how many dwellings are on the lot.

(2) Only female chickens are allowed.

(3) The keeping of chickens, as outlined in this section, shall only be permitted in the R-1A, R-1B, and R-2 zoning districts, as defined in the city's zoning and subdivision regulations.

(4) Nothing in this section shall permit the keeping and selling of chickens for profit, and commercial chicken operations are prohibited.

It shall be unlawful to keep chickens except in accordance with this section.

(c) Requirements for Enclosures; Locations and Setbacks.

(1) Chickens must be kept in a coop or chicken tractor at all times. A coop must include an attached adjacent chicken run. A chicken tractor must include an enclosed coop portion and a separate attached area lacking a floor. Only one coop (with run) or one chicken tractor may be maintained on any one lot.

(2) Coops (including the chicken run) and tractors must be built with a minimum of 12 square feet per chicken, not to exceed 84 square feet total. Of this, a minimum of two-square-feet-per-chicken of inside or enclosed space in the coop or tractor must be provided. If and to the extent setbacks or other requirements of this section limit the size of a coop/run or tractor, then a person shall only own or harbor such number of chickens as may fit within such limited size, in consideration of the minimum requirements for coops, runs, and chicken tractors.

a. Coops (including the coop portion of any chicken tractor) shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents, whether in the coop, the run, or the tractor, must be covered with predator- and bird-proof wire of less than one-inch openings.

b. The coop, run, and tractor shall be constructed with durable materials that will hold up to weather and the environment. Sturdy wire and/or wooden fencing shall be used to keep chickens within the run or tractor. New materials shall be used, unless used or reclaimed materials are approved by the city building inspector. The use of scrap, waste board, sheet metal, or similar materials is prohibited.

(3) Coops, runs, and tractors may only be located in the rear yard of a parcel, as such rear yard is defined in chapter 16 (zoning and subdivision regulations). Coops, runs, and tractors must be located at least ten feet from the property line of a lot, and at least 25 feet from any dwelling, church, school, or business structure located on any other parcel.

(d) Standards of Care; Feed; Waste.

(1) Chickens shall be provided with adequate care, adequate food, adequate health care, adequate shelter, and adequate water, as defined in this article.

(2) All feed and other items associated with the keeping of chickens shall be protected from or to prevent rats, mice, or other rodents or other vermin from gaining access to or coming into contact with the feed. The owner and persons responsible for the chickens shall take such actions as are necessary to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.

(3) Odors from chickens, chicken manure, chicken waste, chicken feed, or other substances related to the keeping of chickens shall not be perceptible beyond the property lines of any lot. Noise from chickens shall not be loud enough at the property lines of any lot as to disturb persons of reasonable sensibilities.

(4) Owners and persons responsible for chickens shall handle the care and disposal of any chicken waste. The coop, yard, and tractor, and the whole of any lot, must be kept free from trash and accumulated waste or droppings. Any composting of droppings/manure must comply with the provisions of chapter XV, article 2, of the City Code, including but not limited to as to aggregate size of any compost pile which may contain chicken waste.

(5) Notwithstanding any provision or exception contained under section 2-128 and the Kansas animal cruelty act, K.S.A. 21-6411 et seq. (incorporated in part into Section 11.11 of the 2019 Uniform Public Offense Code for Kansas Cities as adopted by the city), as any of the foregoing may be amended from time to time, no person shall kill or slaughter any chicken on such person's lot.

(6) The provisions of this article, including but not limited to sections 2-125 (Public Nuisance), 2-126 (Unlawful to Harbor or Keep any Animal without Proper and Necessary Precautions), 2-128 (Cruelty to Animals), 2-137 (Disease Control), 2-138 (Removal of Animal Feces), and 2-139 (Removal of Dead Animal) shall otherwise apply as to the keeping of chickens as described in this section.

(e) Application of Dangerous Animal Regulations. Notwithstanding anything in this article to the contrary, the attack or killing of a chicken by an animal shall not, by itself, cause such animal to be classified as a dangerous animal, a potentially dangerous animal, or a vicious animal.

(f) Enforcement. Violations of this section shall be handled by either the city building inspector, code enforcement, animal control, the director of solid waste management, or through police action, as may be necessary given the nature of the violation.

(Ord. No. 2421, § 2, 7-6-2020)

Ord. No. 2421, § 1, adopted July 6, 2020, renumbered the former §§ 2-143—2-145, as §§ 2-144—2-146. Said Ord. No. 2421 enacted new provisions to read as herein set out in § 2-143.

2-144. VIOLATION—PENALTY.

(a) It is unlawful for any person to violate any of the provisions of this chapter. Any person convicted of the violation of any provision of this chapter where a specific penalty is not otherwise prescribed shall be fined up to $1,000.00 or 30 days imprisonment, or a combination of fine and imprisonment. Upon conviction, the Municipal Court may order restitution be paid to the victim of the violation.

(b) Each day any violation of this chapter to which this penalty applies continues constitutes a separate offense.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 1, 7-6-2020)

2-145. NUISANCE, INJUNCTION.

In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief~~ieve~~ may include the seeking of temporary and permanent injunctive relief.

(Ord. No. 2421, § 1, 7-6-2020)

2-146. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 1, 7-6-2020)

Color Code:	Red: Allow private ownership of some kind	Green: prohibit entirely	Purple: nothing new allowed, but has grandfathered in with restrictions	Total
# in each	4	18	1	23
Percentage	17%	78%	4%	100%

#	City	Ordinance	Comments	Private Ownership Allowed?
1	Overland Park	**6.10.010 Definitions.** For the purposes of this chapter "dangerous animal" means and includes A. any mammal, amphibian, fish, reptile or fowl which is of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being, or property, including but not limited to, lions, tigers, leopards, panthers, bears, wolves, wolf hybrid, wolf-mix, Tundra Shepherd, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more ...	Same loophole that PV currently has. I have spoken to OP ACO Supervisor who advised closing the loophole is on the list of things to correct, but process not started yet.	Yes, under 20lbs
2	Olathe	**8.02.020 Definitions.** "*Dangerous animal*" means and includes any wild mammal, reptile or fowl which is not naturally tame or gentle but is of a wild nature or disposition and which, because of its size, vicious nature or other characteristics, would constitute a danger to human life or property if it is not kept or maintained in a safe manner or in secure quarters. **8.10.070 Keeping of Dangerous Animals; Dangerous Animals at Large.** (B) No person shall keep or permit to be kept any dangerous animal as a pet. (C) No person shall keep or permit any dangerous animal to be at large; (1) Permitting a dangerous animal to be at large is the act or omission of the owner or custodian of an animal of dangerous or vicious propensities who, knowing of such propensities, permits such animal to go at large or keeps such animal without taking ordinary care to restrain it. (2) Permitting a dangerous animal to be at large is a class B public offense.	Prohibits ownership of defined "dangerous animal" which includes wild mammals. They also have enforcement for situations where the animal is running loose (this would apply for exotics, as well as declared dangerous animals such as dogs).	No
		6.04.010 - Generally. P. *Dangerous Animal* means any mammal, amphibian, or reptile, of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being or property, including, but not limited to:		

3	**Shawnee**	1. Any warm-blooded, carnivorous or omnivorous, Wild or Exotic Animal, including, but not limited to, apes, gorillas and other nonhuman primates , lions, tigers, leopards, panthers, or other exotic Cats, elephants, bears, foxes, coyotes, wolves, raccoons and skunks, but excluding Fowl, ferrets and small rodents of varieties used for laboratory purposes;	Clearly defines a dangerous animal to include nonhuman primates	No
		6.14.010 - Prohibited Animals—Generally. It shall be unlawful for any Person to possess any of the following within the City: A. Any warm-blooded, carnivorous or omnivorous, Wild or Exotic Animal, including, but not limited to, apes, gorillas, monkeys, chimpanzees and other nonhuman primates , lions, tigers, leopards, panthers, or other exotic Cats, bears, foxes, coyotes, wolves, raccoons, skunks and ostriches, but excluding other exotic birds, ferrets and other small rodents of varieties used for laboratory purposes; ...	Ordinance clearly states nonhuman primates are prohibited in the city limits.	
		6.14.015 - Wild and Exotic Animal Display Permit. A. When Required. Retail pet stores may Own, Keep, or Harbor, or possess and display Wild and Exotic Animals otherwise prohibited by Section 6.14.010 (A) and (B) with a Wild and Exotic Animal Display Permit. Retail pet stores are specifically prohibited from selling such Animals or offering such Animals for sale within the City.	Has an exception for retail pet stores, with approved permit, inspections, and set restrictions to follow. I did not include the entire ordinance due to length.	

4	**Lenexa**	**Section 3-2-G-3 ANIMALS AND ANIMAL CONTROL DEFINITIONS** DANGEROUS ANIMAL: Means and includes any wild mammal , reptile or fowl which is not naturally tame or gentle but is of a wild nature or disposition and which, because of its size, vicious nature or other characteristics, would constitute a danger to human life or property.	Does not allow ownership of defined "dangerous animal" which includes wild mammals.	No
		Section 3-2-D-7 KEEPING DANGEROUS ANIMALS. A. Prohibitions: No person shall own or permit to be kept on his premises any dangerous animal. This subsection will not be construed to apply to zoological parks, performing animal exhibitions or circuses, bona fide licensed veterinary hospitals for treatment, bona fide educational or medical institutions, museums, or any other place where they are kept as live exhibits or for study.	Ordinance prohibits the ownership or possession of dangerous animals	

5	**Leawood**	**2-102. DEFINITIONS.** (hh) Wild Animal means an animal as defined herein that is not of a species customarily used as an ordinary household pet , but one which would ordinarily be confined to a zoo or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or property damage. Fish in an aquarium are not included in this definition.	Definition for "wild animal", which includes animals that are not ordinary household pets, which would include non human primates.	No
		2-109. KEEPING OF A DANGEROUS AND/OR WILD ANIMAL. (a) It shall be unlawful for any person to own, keep or harbor any dangerous or wild animal within the city limits except as herein provided. (b) No person, other than the following entities having a valid wild animal permit, may keep a dangerous or wild animal for display or for exhibition purposes whether gratuitously or for a fee in the City of Leawood.	No one other than the institutions listed below (with proper permit),	

		(1) a zoological park; (2) circus; (3) bona fide licensed veterinary hospital; (4) bona fide educational institution; (5) bona fide medical institution; (6) bona fide museum. Such persons or entities may receive a permit for keeping a wild/dangerous animal ...	are allowed to possess a dangerous or wild animal, which includes monkeys, apes, and gorillas. There is no exception for private ownership.	
6	Gardner	**6.05.010 Definitions.** J. "Exotic animal" means any wild animal not customarily confined by humans for domestic purposes. An exotic animal shall include, but not be limited to, wild cats, wolves, bears, nonhuman primates , crocodiles, alligators, caimans, venomous snakes and other animals not indigenous to this region of the Unites States, but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes.	Classifies all non-human primates as exotic animal	Yes, with permit approval
		6.05.090 Animals – Keeping prohibited. It shall be unlawful, without a special use permit, to keep, harbor, own or in any way possess within the corporate limits of the City of Gardner, Kansas: A. Any wild or exotic animal as defined in GMC 6.05.010(J).	Wild or exotic animals are prohibited as defined in the ordinance.	
		6.05.060 Special permit for prohibited animal. A. A special permit can be issued to persons requesting permission to keep or harbor any animal deemed prohibited by any section of this chapter , or for permission to house more	Citizens can apply for a special use permit in order to keep prohibited animals, which includes inspections for compliance of any special conditions and/or restrictions placed when the application was approved.	
7	Mission	**Section 210.070 Owning Certain Animals Prohibited; Exceptions.** A. It shall be unlawful for any person(s) to own, within the City limits, any animal except as allowed by Section 210.080 and Section 210.100.	210.080 indicates which animals are allowed without permit, to include dogs, cats, rabbits, domesticated rodents, ferrets & hedgehogs, birds, nonvenomous lizards, arachnids & snakes, turtles, amphibians, fish or invertebrates. 210.100 indicates the only animals listed below as being allowed with permit; chickens & bees.	No
		Section 210.150 Dangerous or Vicious Animals Prohibited. A. Prohibited. It shall be unlawful for any person to keep, possess or harbor a vicious animal within the City. Impoundment of animals whose owners have been cited for violation of this Section shall be at the discretion of the Community Service Officer. If the animal presents a clear and present danger to the public health or safety, it shall be the duty of the Community Service Officer or his/her agent to impound such animal. B. Defined. For purposes of this Chapter, a vicious animal shall include: 1. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; 2. Any animal which attacks a human being or domestic animal without provocation; 3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; 4. Any animal which is urged by its owner or harborer to attack or whose owner or harborer threatens to provoke such animal to attack any law enforcement officer while such officer is engaged in the performance of official duty, attack any person or attack any animal;	Ordinance is stating a hybrid animal (part domestic, part wild animal), is considered to be dangerous or vicious. I believe it can easily be said that a full-blooded exotic wild animal is also considered to be dangerous or vicious based on this verbiage.	

		5. Any hybrid animal that is part wild; ...		
8	**Merriam**	**Dangerous animal** means any mammal, amphibian, fish, reptile or fowl of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well being or property, including, but not limited to, the following animals: 1. Any animal having a poisonous bite; 2. Any warm-blooded, carnivorous or omnivorous, wild animal, including, but not limited to, apes, gorillas, monkeys, chimpanzees and other nonhuman primates , lions, tigers, leopards, panthers and other exotic felines, elephants, bears, foxes, coyotes, wolves, hybrid wolves, raccoons and skunks, but excluding domesticated ferrets and small domesticated rodents;	Defines nonhuman primates as a dangerous animal	No
		Sec. 8-104. - Prohibited. It is unlawful to own or harbor or in any way possess or offer to sell within the corporate limits of the city any dangerous, vicious or wild animal .	Prohibits ownership, harboring, possession, or sale of dangerous, vicious, or wild animals inside city limits	
		Sec. 8-105. - Exceptions. The following animals shall not be prohibited as set forth in section 8-104 : 1. A dog deemed dangerous pursuant to a dangerous dog hearing as set forth in section 8-251, so long as such dog and its owner or harborer are complying with the conditions imposed by the municipal judge pursuant to such hearing; 2. Any animal in the ownership of a licensed veterinarian upon veterinary premises, subject to the confinement requirements of section 8-106 and all applicable state rules and regulations; 3. Any animal in the ownership of a research facility licensed by the state animal health department, subject to the confinement requirements of section 8-106 and all applicable state rules and regulations; 4. Any animal in the ownership of a person designated and authorized as an animal rehabilitator by the state department of wildlife and parks, subject to the confinement requirements of section 8-106, and all applicable state rules and regulations; 5. Any animal temporarily owned by an animal shelter licensed by the state animal health department for the purpose of impounding, sheltering or caring for animals, subject to the confinement requirements of section 8-106 and all applicable state rules and regulations; or 6. Any animal temporarily owned by a pet shop licensed by the state animal health department, subject to the confinement requirements of section 8-106 and all applicable state rules and regulations.	There is not an exception for private ownership as a pet.	
9	**Roeland Park**	**Sec. 2-301. - Exotic Animals.** (a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in their possession or under their control within the City any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous animal or any other animal or reptile of wild, vicious or dangerous propensities. (b) It shall be unlawful for any person to keep, maintain or have in their possession or under their control within the City any exotic animals, including, but not limited to, the following:	Prohibits exotic animals in city limits.	No

		(1) All poisonous animals including rear-fang snakes. (2) Apes: Chimpanzees; gibbons; gorillas, orangutans; and siamangs. .... (21) Monkeys.		
10	**Fairway**	**Sec. 4-3. - Keeping of animal prohibited; exceptions.** It shall be unlawful for any person to keep or harbor any animal within the corporate limits of the City with the exception of the following : (1) Dogs (Canis Familiaries). (2) Cats (Felis Catus). (3) Fish. (4) Amphibians less than one foot (1') in length. (5) Non-venomous and non-constricting reptiles less than three feet (3') in length. (6) Birds customarily kept in the home, excluding fowl and pigeons. (7) Rodents weighing three pounds (3 lbs.) or less. (8) Hares.	Prohibits all animals other than what is listed.	No
		Sec. 4-75. - Keeping prohibited. No person shall keep, harbor, possess or allow to be upon any premises occupied by him or under his charge or control within the corporate limits of the City a dangerous or vicious animal. Impoundment of animals whose owners have been cited for violation of this article shall be at the discretion of the Animal Control Officer.	Prohibits the keeping, harboring, and possession of dangerous or vicious animal	
		Sec. 4-76. - Definitions. The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Dangerous* or *vicious animals* means, but is not limited to, any of the following animals: (1) Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including, but not limited to, non-human primates , raccoons, skunks, foxes, hybrid wolves, and wild and exotic cats, but excluding small rodents of varieties used for laboratory purposes);	Defines a dangerous or vicious animal as including nonhuman primates	
11	**Edgerton**	**2-302. CERTAIN ANIMALS PROHIBITED.** It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the city: (a) Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to non-human primates , raccoons, skunks, foxes and wild and exotic cats)...	Prohibits nonhuman primates within city limits	No
		2-601. EXOTIC ANIMALS.		

12	**Westwood**	(a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the city any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous animal or any other animal or reptile of wild, vicious or dangerous propensities. (b) It shall be unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the city any of the following animals: (1) All poisonous animals including rear-fang snakes. (2) Apes: Chimpanzees; gibbons; gorillas, orangutans; and siamangs. ..... (25) Monkeys. ...	Prohibits nonhuman primates within city limits	No
13	**Westwood Hills**	**2-104. DANGEROUS, VICIOUS OR EXOTIC ANIMALS.** It shall be unlawful for any person to keep or harbor within the City any dangerous, vicious or exotic animal which is capable of doing injury or damage to persons or property. Impoundment of animals whose owners have been cited for violation of this section shall be at the discretion of the animal control officer. A dangerous, vicious or exotic animal is defined as: a. Any mammal, amphibian, reptile or fowl which is of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited, lions, tigers, leopards, panthers, bears, wolves, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more , foxes, elephants, alligators, crocodiles, and snakes which are poisonous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.	Same loophole that PV currently has; under 20lbs are allowed. I did not locate a permit requirement for under 20lbs.	Yes, under 20lbs
14	**Mission Woods**	**2-104 Vicious, Dangerous and/or Exotic Animals.** It shall be unlawful for any person to keep or harbor within the City any vicious, dangerous, and/or exotic animal. (a) For the purposes of this article, "vicious, dangerous, and/or exotic animal" includes, but is not limited to: (1) Any mammal, amphibian, reptile or fowl which is of a species which, due to size, nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, bears, wolves, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more , foxes, elephants, alligators, crocodiles, and snakes, including but not limited to those animals that are poisonous, venomous, or both, or otherwise presents a risk of serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.	Same loophole that PV currently has; under 20lbs are allowed. I did not locate a permit requirement for under 20lbs.	Yes, under 20lbs
		8-102. Animals Permitted.		

15	**Mission Hills**	No Animal of a type other than those types listed below shall be kept or harbored within the City. Subject to other applicable sections of this Chapter, it shall be lawful to keep and harbor Animals of the types listed below: A. Dogs. B. Cats. C. Noncarnivorous fish. D. Amphibians that grow no greater than one foot (1') in length. E. Nonpoisonous reptiles that grow no greater than three feet (3') in length. F. Birds and fowl customarily kept in the home as a pet, but not including chickens, turkeys, or pigeons. G. Animals weighing three pounds (3 lbs.) or less of the order RODENTIA including, but not limited to, gerbils, hamsters, guinea pigs, mice, white rats, squirrels, or chipmunks. H. Hares.	Prohibits all animals other than what is listed.	No

16	**DeSoto**	**2-101. Definitions.** (g) Dangerous Animal -- Includes any wild mammal, reptile or fowl which is not naturally tame or gentle but is of a wild nature or disposition and which, because of its size, vicious nature, or other characteristics, would constitute a danger to human life or property if it is not kept or maintained in a safe manner or in secure quarters; any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to non-human primates , raccoon, skunks, foxes and wild and exotic cats; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes); any vicious dog; any animal subject to rabies that has bitten or attacked any person or any animal suspected of having rabies; any dog, cat or other animal having a disposition or tendency to attack or bite any person or animal without provocation.	Defines a dangerous animal which includes nonhuman primates	No
		2-107. Keeping dangerous animals. It shall be unlawful to keep, harbor, own or in any way possess any dangerous animal within the city limits.	Prohibits nonhuman primates within city limits. No exceptions were located.	

17	**Springhill**	2-401. DEFINITIONS. A. Exotic Animal: means any wild animal not ordinarily confined by humans for domestic purposes. An exotic animal shall include but not be limited to, wild cats, wolves, foxes, bears, nonhuman primates , crocodiles, alligators, caimans, venomous snakes, or, other animals not indigenous to this region of the United States.	Defines an exotic animal, which includes nonhuman primates.	No
		2-402. LEGISLATIVE FINDINGS. The Governing Body of the City of Spring Hill finds and determines Warm blooded, carnivorous, or omnivorous, wild, or exotic animals, and poisonous animals are inherently dangerous or destructive, and the possession of said animals within the city pose a significant threat to the public's health, safety, and welfare.	States exotic animals are inherently dangerous or destructive, and they pose a threat to public health, safety, and welfare.	
		2-403. PROHIBITED ANIMALS - GENERALLY. A. It is unlawful to keep, harbor, own or in any way possess within the corporate limits of the city:	Prohibits the keeping, harboring, owning, or possession of nonhuman	

		1) Any warm-blooded, carnivorous, or omnivorous, wild, or exotic animals, including, but not limited to, nonhuman primates, raccoons, skunks, foxes, and wild and exotic cats, but excluding ferrets and small rodents of varieties used for laboratory purposes.	Prohibits the keeping, harboring, owning, or possession of nonhuman primates within city limits.	
18	**Lake Quivira**	**2-501. Prohibitions; exceptions.** (a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the city any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous animal or any other animal or reptile of wild, vicious or dangerous propensities. (b) It shall be unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the city any of the following animals: (1) All poisonous animals including rear-fang snakes. (2) Apes: Chimpanzees; gibbons; gorillas, orangutans; and siamangs. ..... (21) Monkeys. ...	Prohibits keeping, maintaining, or possession of nonhuman primates.	No
19	**Bonner Springs**	**2-301. Prohibited Animals.** (a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in his or her control within the City any native wild animal, venomous or dangerous wild animal or reptile. (b) It shall be unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the City any of the following animals: (1) All species of Apes and/or Monkeys. ...	Prohibits keeping, maintaining, or possession of nonhuman primates within city limits.	No
20	**Kansas City, MO**	**14-9. Dangerous animals other than dogs; prohibited animals.** (a) The keeping or harboring of dangerous animals other than dogs within the city is hereby prohibited.... (b) Except insectivores animals, it is unlawful to keep or harbor any poisonous animal or any carnivorous or omnivorous animal and including but not limited to nonhuman primates, ...	Prohibits the keeping or harboring of nonhuman primates within city limits.	No
		Sec. 7-13. Wild or exotic animals prohibited.		

21	**Kansas City, KS**	(a) No person shall keep or permit to be kept on such person's premises any wild or exotic animals for exhibition purposes, whether gratuitously or for a fee, or as a pet. This section shall not be construed to apply to zoological parks, performing animal exhibitions, circuses or veterinary clinics that are properly licensed by the state or the federal government. In no case, however, shall such wild or exotic animals be exhibited or displayed in such a manner that persons other than their handlers can pet, fondle, or otherwise come in direct physical contact with such animals. A wild or exotic animal is a nondomesticated animal or any animal which can normally be found in the wild state, excluding unowned ear-tipped feral cats, rabbits, ferrets, gerbils, hamsters, mice, guinea pigs, small amphibians, laboratory rats which have been bred in captivity and which have never known the wild, birds and fish normally kept as pets, raptors for the purpose of falconry in accordance with the state department of wildlife and parks regulations, K.A.R. 115-1-1 and K.A.R. 115-14-10. In addition, those monkeys that were kept as pets within the city as of December 31, 1992, or any monkeys that are currently being used as service animals, as defined by the Americans with Disabilities Act of 1990, may be kept by their current owners; provided that the monkeys are kept in proper living facilities and pass a health examination. The term "monkey," as used in this section, is defined as Old World and New World monkeys, as distinguished from those animals commonly referred to as apes or baboons. The owner of a monkey must obtain a health certificate for such monkey that states that the animal is disease-free and in good health. These animal owners, including those with service animals, must have their facilities certified by the animal control department. Monkeys must be kept in these facilities at all times.	Prohibits the keeping of a wild or exotic animal as a pet. Defines wild or exotic, which would include nonhuman primates. Specifies a grandfathered-in policy, with restrictions. *It should be noted they state monkeys being used as a service animal as defined by the ADA, however, according to the ADA, the only animals which can be used as a service animal are dogs or miniature horses (monkeys are not allowed as service animals).	No, nothing new. Allows grandfathered-in with restrictions.
22	**Lee's Summit, MO**	**Sec. 5-5. - Dangerous and prohibited animals.** A. The following animals are hereby declared to be dangerous and the keeping or harboring of such animals within the City is prohibited, except as provided in Subsection B. of this section: 1. Lions, tigers, bears, leopards, ocelots, jaguars, cheetahs, margays, mountain lions, Canada lynx, bobcats, jaguarundi, hyenas, wolves, and coyotes; 2. Nonhuman primates, raccoons, skunks, and foxes;	Prohibits keeping or harboring of nonhuman primates within city limits.	No
		Sec. 8-2. - Definitions. *Exotic animals* means any animal, excluding dogs, cats, and domesticated animals defined herein. The term "exotic animals" includes, but shall not be limited to, the following: wolves and wolf hybrids, raccoons, ferrets, foxes, skunks, animals of the ape species, leopards, lions, tigers, bobcats, panthers, bears, goats, sheep, swine, miniature pigs, cattle, horses, donkeys, mules, venomous or poisonous animals, alligators, and crocodiles. This shall preclude the keeping of livestock such as horses in areas owned for agricultural use.	Defines exotic animals, by excluding dogs, cats, and domesticated animals as previously defined. Nonhuman primates does not meet the defintion for dogs, cats, or domesticated animals, and therefore is defined as an exotic animal.	
		Sec. 8-102. - Dangerous, exotic and prohibited animals.		

23	**Grandview, MO**	(a) The owning, keeping or harboring of dangerous animals within the city is prohibited except as provided for within sections 8-103 through 8-116. The animal control officer shall have the authority to declare a dog dangerous based upon the definition of such animal as defined in section 8-2. (b) Within any residential area (for the purposes of this section here defined as any area not zoned for commercial, agricultural, or industrial purposes), the owning, keeping, or harboring of any poisonous animal, or any warm-blooded carnivorous or omnivorous animal, (including, but not limited to, wolves and wolf hybrids, raccoons, skunks, foxes, leopards, panthers, tigers and lions, but excluding fowl, dogs, house cats, and small rodents of varieties used for laboratory purposes) or exotic animals, excepting miniature pigs, as defined in section 8-2, is prohibited. Nonvenomous snakes shall be kept in escape proof cages except when being handled. No snake shall be permitted by the owner, keeper, or handler to escape from a cage or while being handled.	Prohibits the owning, keeping, or harboring of exotic animals.	No

AZA Accredited Zoos of Kansas
Kansas Sheriff's Association
Kansas Animal Control Association
Wichita Animal Action League
Western Kansas Animal Alliance
Shelter Coalition Against Greyhound Racing
Compassion for All Animals
The Humane Society of the United States
Global Federation of Animal Sanctuaries

Dear Senator Kerschen and Members of the Committee:

The undersigned groups write to express strong support for changes to the Kansas Dangerous Regulated Animal Act K.S.A. 32-1301 through K.S.A. 32-1312.

Every day law enforcement personnel and other first responders face grave dangers associated with protecting the citizens of Kansas. However, these brave men and women should not have to face something as extraordinary as an escaped wolf or a rampaging chimpanzee because weak laws allow these incredibly dangerous animals to be kept by unqualified individuals.

In 2011, a disturbed man in Ohio released dozens of tigers, lions, primates, and other animals before taking his own life. Considerable law enforcement resources were used and officers were put at grave risk to secure the area, caution motorists to stay in their vehicles, warn residents to remain indoors, and inform the community that the local schools were closed until further notice. Unfortunately, many of the animals had to be shot and killed by local law enforcement.

Almost all of the states that have bans in place for all exotics did so as a reactionary measure. Meaning, someone was horribly injured or died. Measures taken prior to an incident could have saved injuries, lives and monetary costs for law enforcement. Kansas has a chance to be proactive.

One way to prevent a similar tragedy in Kansas is to enact sensible legislation that limits the possession of these animals to experienced, qualified, and professionally-run zoological facilities, such as those accredited by the Association of Zoos and Aquariums. Dangerous predatory wild animals should not be accessible to the general public.

In addition to the obvious physical dangers from species such as tigers, lions, bears, and dangerous reptiles; primates present a unique threat because they can transmit numerous infectious diseases to humans and domestic animals.

Taxpayers, shelters, and accredited zoos and sanctuaries are shouldering the financial burden for irresponsible individuals who acquire these animals due to weak or non-existent regulations. Police, animal control, and other emergency personnel who are often stretched thin due to budgetary constraints are forced to expend limited resources when responding to dangerous incidents involving these very deadly predators.

We urge the Kansas legislature to expand the Ks. Exotic Animal Act to include wolves and primates.

03/23/2021,

Written Testimony in Proponent of SB269

Before the Senate Ag Committee by Amber Bowlby, President of the Kansas Animal Control Association

Senator Kerschen and Committee Members,

On behalf of the Kansas Animal Control Association, I am providing written testimony in proponent of SB269 – the regulation of dangerous animals in Kansas.

The changes within this bill are necessary to help prevent the private ownership of currently unregulated dangerous animals within the state of Kansas; specifically, non-human primates and wolves. As a former Zoo employee and Animal Control employee, and current President of the Kansas Animal Control Association, I can attest that there is no logical reason why a private citizen should own one of these animals. Beyond the obvious physical dangers of such aggressive animals, there are a myriad of zoonotic diseases these animals carry that need to come into consideration.

I can also assure you that no police department, sheriff's office, health department, or animal control agency is equipped to deal with such an animal. When a jurisdiction is too small to employ animal control, it is the police officers or code enforcement who have had no training on exotic animals that would have to go out and handle these calls, placing themselves in unnecessary danger. Many cities (including my own) do not have ordinances against such animals, so they have to rely on the State statutes and regulations. In the wake of the popular docuseries on Netflix, Tiger King, the ownership of exotic and dangerous animals is more appealing than ever, which is why we need you to be proactive rather than reactive in passing this bill.

Thank you for your time and consideration in this matter.

Respectfully,

Amber S. Bowlby
President

Kansas Animal Control Association
1020 S Garfield
Chanute, KS 66720
www.kansasacassociation.org

ADMINISTRATION

Council Meeting Date: December 1, 2025

COU2025-54 Consider 2026 property tax rebate program recommendations

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RECOMMENDED MOTION

Make a motion to accept staff's recommendations for the 2026 property tax rebate program, allocating $100,000 to the program from the economic development fund, increasing the maximum property value to $567,661, and increase income limits to 75% of the U.S. Department of Housing and Urban Development's (HUD) regional median family income for a household of four people.

BACKGROUND

In November 2021, the city council voted to allocate $20,000 from the city's 2022 general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. Only property owners that are Prairie Village residents living in owner-occupied homes, are current on payment of their property taxes and special assessments, and meet the income guidelines are eligible for the program. Applicants must also live in a home that is appraised by the county at or below the previous year's average property value in the city (in 2025, this amount is $567,661).

Initially, income limits were based on data provided by the U.S. Department of Housing and Urban Development's (HUD) "very low income" guidelines, which represent 50% of the regional median family income for a household of four people. In 2023, the council approved an increase of the income guidelines to 65% of the median family income in an effort to assist a larger number of residents. This value was maintained in the 2024 and 2025 programs.

Participation and the amount refunded has increased each year:

Year	Recipients	Avg. Income	Avg. Refund	Avg. Home Appraisal	Total Refunded
2022	28	$20,741.44	$500.57	$245,725.00	$14,015.94
2023	53	$28,434.66	$550.97	$279,733.96	$29,201.53
2024	60	$31,033.61	$596.79	$311,875.00	$35,857.69
2025	93	$33,208.83	$656.20	$323,552.69	$60,940.78

$50,000 was budgeted for the 2025 program, and an additional $10,000 was approved by the city council at its March 3, 2025 meeting. $100,000 has already been budgeted for 2026. To continue to increase resident participation, staff recommends raising income guidelines to 75% of HUD’s regional median family income for a household of four people.

HUD Income Limits - FY 2025
Kansas City Metro Area Median Family Income (MFI): $111,400

Household Size	2025 - 65% MFI (current)	2026 - 75% MFI (proposed)
1	$46,925	$58,500
2	$53,625	$66,850
3	$60,325	$75,200
4	$67,025	$83,550
5	$72,400	$90,250
6	$77,750	$96,950
7	$83,125	$103,600
8+	$88,475	$110,300

PREPARED BY

Adam Geffert
City Clerk
Date: November 25, 2025

ADMINISTRATION

Council Committee Meeting Date: December 1, 2025
City Council Meeting Date: December 15, 2025

COU2025-55 **2026 Recommended Program Changes and Annual Report: Exterior and Sustainability Grants**

BACKGROUND

In 2008, the Exterior Grant Program was funded to encourage homeowners to invest in their home's curb appeal. Each year, City staff prepares an annual report for the Governing Body that outlines how the grant program funds were utilized. In 2025, the City allocated $80,500 from the Economic Development Fund to this grant. Below is a brief overview of the 2025 program results. Additional detail can be found in the attached presentation.

- 28 exterior grants awarded totaling $57,702
- Total homeowner investment: $333,090
- Average grant award for exterior grant: $2,061
- Average appraised value for homes receiving grants: $342,214

In 2021, the Residential Sustainability Grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. $40,000 was set aside for the program in 2025. Below is a brief overview of the 2025 program results:

- 12 sustainability grants awarded total $25,137
- Total homeowner investment: $145,007
- Average grant award: $2,095

RECOMMENDED CHANGES FOR 2026 PROGRAMS

Staff recommend the following changes for the Exterior Grant Program:

- Increase the appraised value maximum for the 2026 Exterior Grant Program from $425,000 to $450,000
- Continue to open the program on January 15, 2026 to allow for longer lead time to find contractors and receive supplies
- Reallocate the unused 2025 exterior grant funds (approximately $23,000) to the 2026 Exterior Grant Programs – increasing the 2026 Exterior Grant budget to $87,000
- Increase maximum rebate amounts from $2,500 to $3,500 to better account for increasing project costs and spend down the balance.

Staff recommend the following changes for the Sustainability Grant Program:

- Reallocate the unused 2025 sustainability grant funds (approximately $14,000) to the 2026 Sustainability Grant Programs – increasing the 2026 Sustainability Grant budget to $54,000
- Continue to open the program on January 15, 2026 to allow for longer lead time to find contractors and receive supplies
- Continue to tie to 2021 energy codes, and update requirements to 2024 if appropriate when new energy codes are adopted.

- Increase maximum rebate amounts from $2,500 to $3,500 to better account for increasing project costs and spend down the balance.

It is anticipated these changes will be approved at the December 15, 2025 City Council meeting.

ATTACHMENTS
Exterior and Sustainability Grant Presentation

PREPARED BY
Nickie Lee
Deputy City Administrator
Date: November 24, 2025

Residential Exterior & Sustainability Grant Update

December 1, 2025

Exterior Grant Program Overview

- Grants reimburse 25% of total project cost, up to $2,500
- Grants range from $500 to $2,500 depending on total project cost
- Funded through the Economic Development Fund
- Projects must be on the list of eligible improvements, abide by municipal code, and may require a building permit
- Recommending $87,000 for 2026 including prior year roll over and increasing max to $3,500
- Purpose of the program is to promote beatification and property maintenance and provide a tool to address code violations within neighborhoods

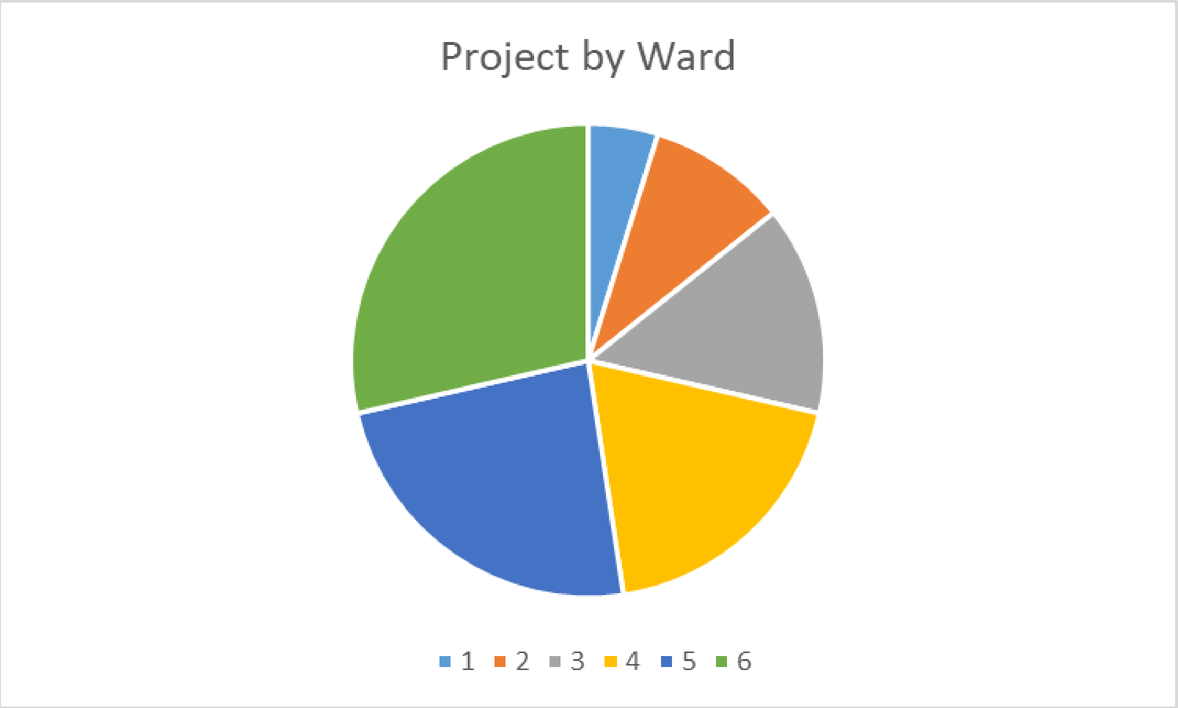
2025 Exterior Grant Eligibility Requirements

- Appraised value not to exceed $425,000
- Repairs must total at least $2,000
- Property must be owner-occupied
- Eligible improvements include: Roofs, lighting, shutters, garage doors, masonry, foundation, gutters, fencing-front, additions, concrete, windows, front doors, awnings, exterior paint, siding, and trash screening
- Ineligible improvements include: Ladders, construction tools, non front-facing decks and fencing, and interior improvements.

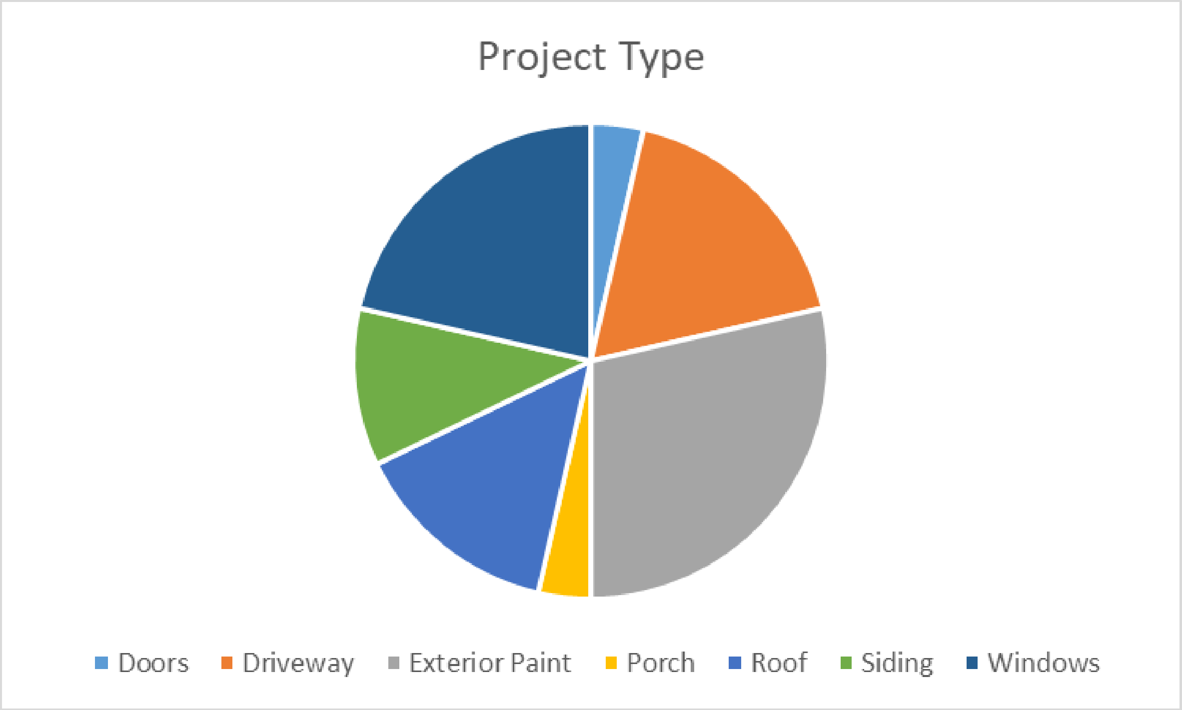
2025 Exterior Grants by the Numbers

- $80,500 Available
- Grants Awarded: 28
- Homeowner Investment: $333,090
- Money Awarded: $57,702
- Average Grant: $2,061
- Average Personal Spent: $11,896 *($10,299 in prior year)*
- Average App. Value: $342,214
- Abandoned Projects: 6 *(improvement over 17 in prior year)*

Exterior Grants Awarded by Ward in 2025



Exterior Grants by Project Type in 2025



New Siding Pictures

New Driveway Pictures

Exterior Paint Pictures

New Roof Picture

Residential Sustainability Grant Program Overview

- Program began in 2021
- City provides a 25% match for energy efficiency improvement with a minimum investment by the property owner of $2,000
- Energy saving improvement must meet the 2021 International Energy Conservation code
- Purpose is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes
- Recommending $54,000 for 2026 including prior year roll over.

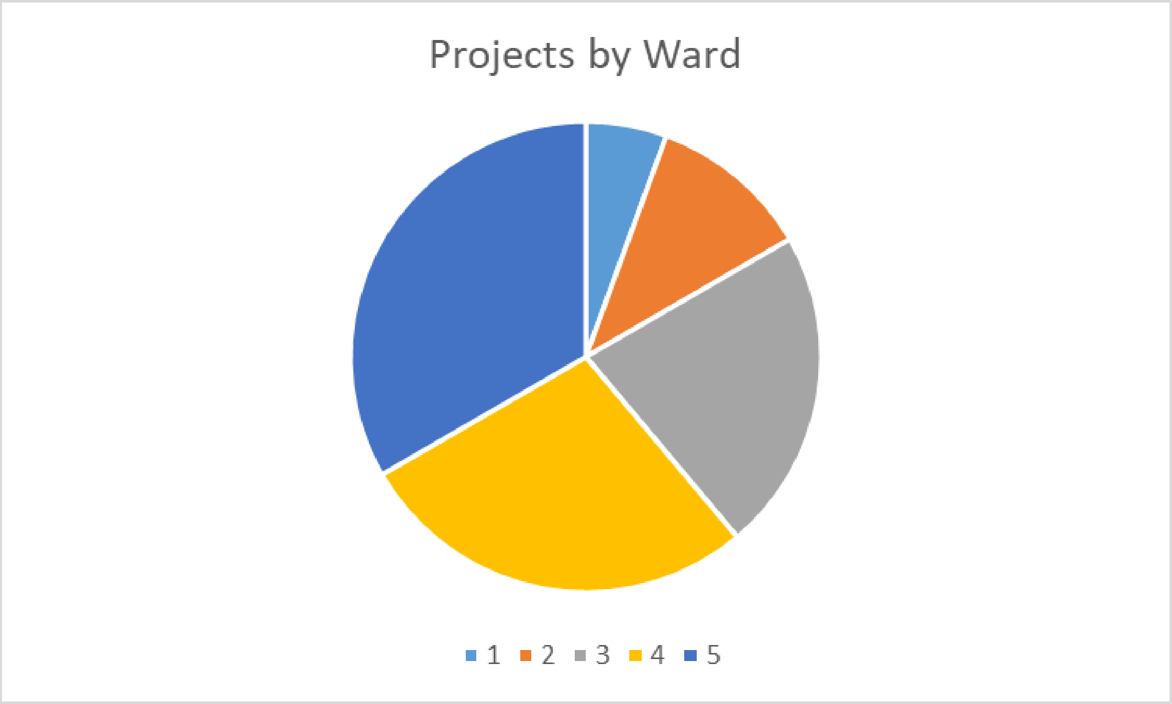
Sustainability Grant Eligibility Requirements

- No appraised value maximum
- Must be current on all taxes and free of code violations
- Property must be a one or two-family dwelling
- Eligible improvements include: windows/doors/skylights, air conditioners, furnace, solar panels, water heating, energy audit, wind power, geothermal, insulation, duct sealing, or other energy efficient improvements approved by Building Official.

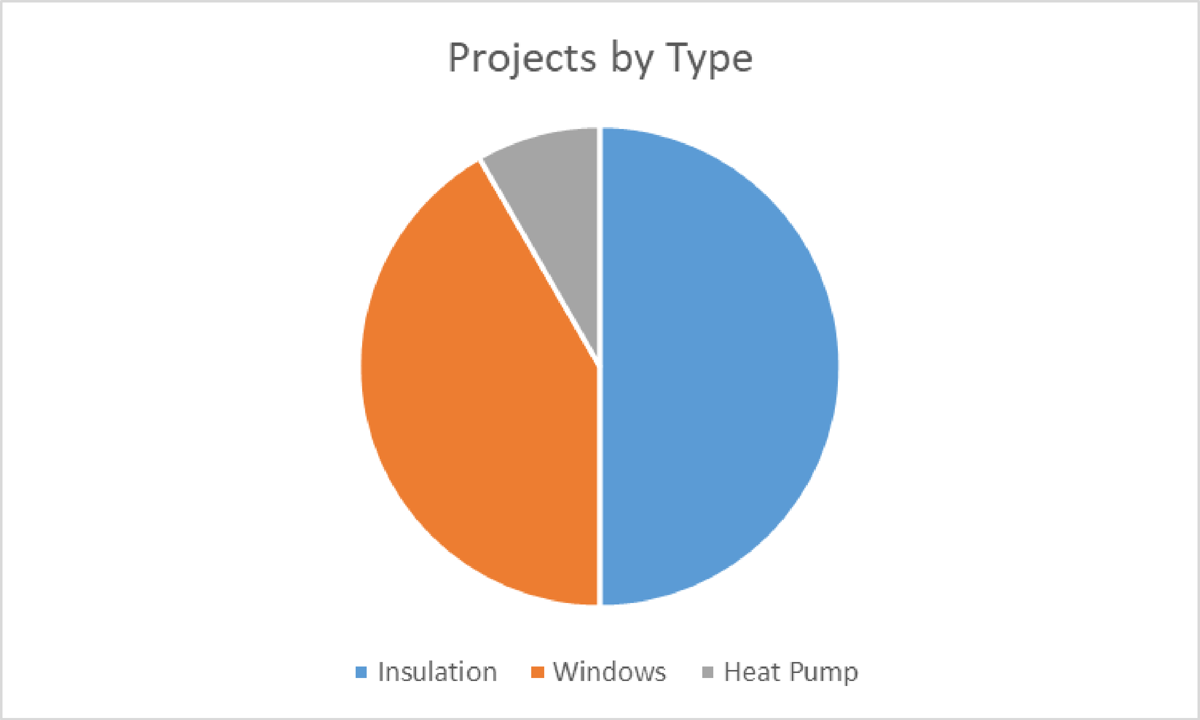
2025 Sustainability Grants by the Numbers

- Grants Awarded: 12
- Homeowner Investment: $145,007
- Money Awarded: $25,137
- Average Grant: $2,095

Sustainability Grants Awarded by Ward in 2025



Sustainability Grants by Project Type in 2025



New Windows

Recommended Program for 2026

Exterior Grant Program for 2026

- Increase the appraised value maximum for the 2026 Exterior Grant Program from $425,000 to $450,000
- Continue to open the program on January 15, 2026
- Reallocate the unused 2025 exterior grant funds ($23,000) to the 2026 Grant Programs – increasing the 2026 Exterior Grant budget to $87,000
- Increase individual maximum grant from $2,500 to $3,500

Recommended Program for 2026

Sustainability Grant Program for 2026

- Reallocate unused 2025 funds increasing Sustainability Grant funding to $54,000
- Continue to open the program on January 15, 2026
- Continue to tie to 2021 energy codes, and update requirements to 2024 if appropriate when new energy codes adopted
- Increase individual maximum grant from $2,500 to $3,500

MAYOR'S ANNOUNCEMENTS
Monday, December 1, 2025

Planning Commission	12/02/2025	6:00 p.m.
Holiday Tree Lighting	12/04/2025	6:00 p.m.
Gingerbread House Decorating Party	12/07/2025	1:30 p.m.
Arts Council	12/10/2005	5:30 p.m.
City Council	12/15/2025	6:00 p.m.
Christmas Eve- city offices close at noon	12/24/2025	
Christmas Day – city offices closed	12/25/2025	
New Year's Day – city offices closed	01/01/2026	

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INFORMATIONAL ITEMS
November 17, 2025

1. Arts Council meeting minutes – September 17, 2025
2. December plan of action

PVAC Meeting Minutes

September 17, 2025

Business Meeting

Call to Order 5:35

Ian, Amy, Bob, McKay, Maddie, Joanna, Bonnie, Chi, Renee, Nickie

Approval of Agenda - all approved

Public Participation - none

Consent Agenda - all approved

City Council Report (Ian/Chi)

- Safe Streets passed
- Happy Bottoms presentation
- Budget approved for 2026 with minimal debate, no issues with PVAC budget
- Agreed to opioid settlement
- City Hall project stalled due to pending federal lawsuit. City can't issue bonds while case is pending but there are alternate funding mechanisms - which would be more costly and require council's approval. Discussed impact on PVAC and spending on upkeep for current gallery space.

Financial Update (Nickie)

- Republic donation came in last week, ~$2000 to be added to revenue
- Corrected 2026 budget will align with expenses, which are outpacing current revenues from entry costs/etc.
- May not have funds to transfer to Public Art Fund at the end of this year.

New Business - Public Art Master Plan Proposal (Nickie)

- Peer communities pair 1% of the Arts with a Public Art Master Plan (ie. Roeland Park and Merriam - RP is roughly $30k for 9 months)
- Ian/Chi/Nickie to take to council in near future (October/November?) - request the use of TGT to fund the study - then would go out for RFP.
- Would like to include Parks in this effort and the Master Plan
- Amy made motion, Maddie second - unanimous approval

Committee Member Update - Welcome McKay! Grant resigned due to his own time constraints.

Adjourn at 6:02

Planning Meeting

No updates from subcommittees

Kansas Arts Network Conference (Bonnie) - Salina meeting was a huge success. Bonnie discussed 1% for the Arts plan with Wichita.

July and August show was a success - artists were very happy, sculpture was well-received.

Upcoming Show/Event Planning

- Discussed possibly transitioning to Quarterly Shows with only one juried show - further discussion needed
- Possible partnership with JCDS or a JCDS show in 2026?

Marketing Update

- McKay to take on email/newsletter responsibilities

Next meeting - TBD (either 11/12 before the event at Meadowbrook or the week prior)

THE CITY OF PRAIRIE VILLAGE
STAR OF KANSAS

DATE: November 24, 2025

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan

SUBJECT: <u>DECEMBER PLAN OF ACTION</u>

The following projects will be initiated during the month of December:

- Recognition of outgoing Councilmembers - Ashley (12/25)
- Swearing in of new Councilmembers - Adam (12/25)
- Annual Contract Renewals - Staff (12/25)
- 2026 Employee Status Sheet Updates - Cindy (12/25)
- 2026 Commercial Beverage License Renewal - Adam (12/25)
- 2026 Arts Council Liquor License Renewal - Nickie (12/25)
- 2025 Employee Appreciation Recognition - Meghan (12/25)
- Village Voice Articles for Jan/Feb Edition - Ashley/Staff (12/25)
- 2026 NE Chamber State of the Cities Presentation - Ashley/Staff (12/25)
- 2026 Local Government Day in Topeka - Nickie (12/25)
- Municipal Campus Financing - Jason (12/25)
- 2026 Exterior and Sustainability Grant Program Approval and Kick Off - Nickie (12/25)

<u>In Progress</u>

- Annual Meetings with External Elected Officials - Nickie (11/25)
- Website redesign - Ashley/Staff (11/25)
- Agenda & Meeting Management Software Install - Ashley/Adam (11/25)
- First Washington Report to Council - Nickie (11/25)
- 2025 Annual Report - Ashley (11/25)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/25)
- Update Fee Schedule - Adam (11/25)
- New Councilmembers Orientation - Staff (11/25)
- 2026 Legislative Platform - Nickie (11/25)
- Arts Council Public Arts Master Plan - Nickie (10/25)
- Community garden Kick Off - Ashley (10/25)
- Council Policy Review - Meghan (10/25)
- Drone Ordinance Review - Wes/Alex (10/25)

- Holiday Event Planning - Meghan/JD (09/25)
  - Holiday Tree Lighting
  - Volunteer Appreciation Party
  - Gingerbread House Fundraiser
  - Staff Luncheon
- Annual statuary maintenance program – Meghan (4/25)
- 2024 Building Code Review Process – Nickie (04/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- 2026 Budget Process final budget book submission to GFOA – Jason (10/25)
- Carbon Reduction/EV Charging Station – Wassmer Park - Keith (01/24)

<u>Completed</u>

- Evergy Update - Wes (09/25)
- 2025 Exterior and Sustainability Grant Review - Nickie (11/25)
- 2025 Property Tax Rebate Review - Adam (11/25)
- 2025 Employee Evaluations - Dept. Supervisors (11/25)
- Little Government Relations Agreement Renewal - Nickie (10/25)
- Legislative updates to Council - Nickie (10/25)
- Staff Update to Council regarding Construction Noise Ordinance and Code Violations - Nickie/Chief (10/25)
- Reappointment of Judges & Prosecutor - Deana/Tim (11/25)
- Personnel Handbook Update - Cindy/Tim/Meghan (11/25)
- 2026 Salary Range Resolution - Cindy/Tim/Meghan (11/25)
- Native American Heritage Month Proclamation - Adam (11/25)
- UCS Presentation - Jason (11/25)
- Annual Health Benefits Enrollment - Cindy/Tim (11/25)
- Police Pension Plan Amendment - Cindy/Tim (11/25)
- UPOC/STO Update - Deana (11/25)

<u>Ongoing</u>

- City Hall/PD Project - Melissa/Keith/Tim/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- 75th Anniversary Preparation – Meghan/Staff (4/25)

<u>On Hold</u>

- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
  [Grant funding in question after Federal Executive Order]

<u>Tabled initiatives</u>

- Review & Update the City Code/Ordinances/City Policies